City Council Regular Meeting

448 E 1st Street, Room 190 Salida, Colorado 81201
August 5, 2025 at 6:00 PM

Agenda

Please register for Regular City Council Meeting
https://zoom.us/webinar/register/WN_IJIzcmlQTgqcTEDomhRz5A
After registering, you will receive a confirmation email containing information about joining the webinar. To watch live meetings:
http://www.youtube.com/@cityofsalidacolorado

Civility Invocation

Call to Order

Pledge of Allegiance

Roll Call

Consent Agenda

1. Approve Agenda

2. Approve July 15, 2025 Minutes

3. Employee Handbook Update

4. **Ordinance 2025-14** An Ordinance of the City of Salida, Colorado Annexing to the City of Salida a Certain Tract of Land in Unincorporated Chaffee County Known as the 5-H LLC Annexation. **Approve on first reading and set second reading and public hearing for August 19, 2025**

5. **Ordinance 2025-15** An Ordinance of the City of Salida, Colorado Zoning Certain Real Property Known as the 5-H LLC Annexation as High Density Residential (R-3) Zone District. **Approve on first reading and set second reading and public hearing for August 19, 2025.**

Amendment(s) to Agenda

Citizen Comment–Three (3) Minute Time Limit

Liquor Licensing Authority

6. New Hotel and Restaurant Liquor License for Siam Noodles, Inc, dba Siam Noodles at 216 North F Street.

Unfinished Business / Action Items

New Business / Action Items

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2626 at least 48 hours in advance.

7. **Resolution 2025-33** A Resolution of the City Council of the City of Salida, Colorado, Approving an Annexation
Agreement with Russell and Tangie Granzella for the Annexation of Certain Real Property into the City.

8. **Resolution 2025-34** A Resolution of the City Council of the City of Salida, Colorado Approving Citizen Appointments to the Sustainability Committee Pursuant to Section 2-18-10 of the Salida Municipal Code.

9. **Resolution 2025-35** A Resolution of the City Council of the City of Salida, Colorado, approving Citizen Appointments to the Parks, Recreation, Open Space, and Trails Advisory Board Pursuant to Section 2-14-10 if the Salida Municipal Code.

Councilors, Mayor and City Treasurer Reports

Council Reports
Fontana - Finance Committee and Greater Salida Recreation Corporation Board
Stephens - Airport Board and PROST
Martin
Critelli
Naccarato - CHA and Sustainability Board
Pappenfort - Finance Committee

Mayor Report

Attorney Report

Treasurer Report

Department Updates

Adjourn

CITY OF SALIDA
SEAL
COLORADO

City Clerk | Deputy City Clerk

Mayor

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City Council Regular Meeting

448 E 1st Street, Room 190 Salida, Colorado 81201
July 15, 2025 at 6:00 PM

Minutes

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Civility Invocation

Call to Order

Pledge of Allegiance

Roll Call

Council Member Alisa Pappenfort
Council Member Suzanne Fontana
Council Member Aaron Stephens
Council Member Wayles Martin
Council Member Justin Critelli
Council Member Dominique Naccarato
Mayor Dan Shore
Treasurer Ben Gilling

Amendment(s) to Agenda

Item #13 - A Resolution approving the Salida Quality Farms, LLC/ Meadowlark Drive Subdivision - Continue Public Hearing to the August 19, 2025 City Council Meeting.

> Council Member Critelli moved to continue the resolution approving the Salida Quality Farms, LLC/Meadowlark Drive Subdivision to August 19, 2025, seconded by Council Member Fontana.
> Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Consent Agenda

Council Member Critelli moved to combine and approve items on the consent agenda, seconded by Council Member Martin.
Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

Approve Agenda

Approve July 1, 2025 Minutes

Approve Special Event Liquor License for Jazz Fest

MOTION PASSED

Citizen Comment–Three (3) Minute Time Limit

Ed Colt, Sage Ryen, Greg Smith, P.T. Wood, Harald Kasper, Devon Kasper and Adam Martinez spoke during citizen comment.

Unfinished Business / Action Items

Ordinance 2025-09 An Ordinance of the Salida City Council Amending Chapter 16 of the City's Municipal Code by Amending Section 16-4-190 Regarding Natural Medicine and Amending Section 16-4-150(d) Regarding Table of Permitted Uses. **Second Reading and Public Hearing**

Mayor Shore opened the Public Hearing. Hearing no further comments, the Mayor closed the public hearing.

Council Member Naccarato moved to approve Ordinance 2025-09, seconded by Council Member Martin.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Ordinance 2025-12 An Ordinance of the City Council of the City of Salida, Colorado Annexing to the City of Salida a Certain Tract of Land in Unincorporated Chaffee County at 507 and 547 Scott Street known as the Granzella-City of Salida Annexation. **Second Reading and Public Hearing**

Mayor Shore opened the Public Hearing. Hearing no further comments, the Mayor closed the public hearing.

Council Member Pappenfort moved to approve Ordinance 2025-12, seconded by Council Member Naccarato.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Ordinance 2025-13 An Ordinance of the City Council of the City of Salida, Colorado Zoning Certain Real Property Known as the 507 and 547 Scott Street – Granzella-City of Salida Annexation as High Density Residential (R-3) Zone District. **Second Reading and Public Hearing**

Mayor Shore opened the Public Hearing. Hearing no further comments, the Mayor closed the public hearing.

Council Member Fontana moved to approve Ordinance 2025-13, seconded by Council Member Critelli.
Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Ordinance 2025-10 An Ordinance of the City Council of the City of Salida, Colorado Annexing to the City of Salida a Certain Tract of Land in Unincorporated Chaffee County located at 7305 County Road 160 known as the Mesa Ridge Annexation. **Second Reading and Public Hearing**

Mayor Shore opened the Public Hearing. Kim Anderson, M.A. Hauser and Matt Cefaln spoke during the public hearing. Hearing no further comments, the Mayor closed the public hearing.

Council Member Naccarato moved to approve Ordinance 2025-10 as amended, seconded by Council Member Pappenfort.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Council Member Critelli moved to amend Ordinance 2025-10 recommending a fee in lieu of open space be paid and the trail requirement removed, seconded by Martin.
Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Council Member Martin moved to extend the meeting to 10:00 pm, seconded by Council Member Critelli

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Ordinance 2025-11 An Ordinance of the City Council of the City of Salida, Colorado Zoning Certain Real Property Known as the 7305 County Road 160 – Mesa Ridge Annexation as Medium Density Residential (R-2) Zone District. **Second Reading and Public Hearing**

Mayor Shore opened the Public Hearing. Paul Andrews, M.A. Hauser, Matt Cefaln, Tony Aquero, Lorita Groover and Dewey Groover spoke during the public hearing. Hearing no further comments, the Mayor closed the public hearing.

Council Member Naccarato moved to approve Ordinance 2025-11, seconded by Council Member Critelli.
Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member

Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

New Business / Action Items

Resolution 2025-30 A Resolution of the City Council of the City of Salida, Colorado, Making Findings of Fact, Determinations, and Conclusions Concerning the 7305 County Road 160 – Mesa Ridge of Salida Annexation

Council Member Martin moved to approve Resolution 2025-30, seconded by Council Member Pappenfort.
Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin.

MOTION PASSED

Resolution 2025-31 A Resolution of the City Council of the City of Salida, Colorado, Approving the Subdivision Plat for Mesa Ridge Major Subdivision.

Council Member Pappenfort moved to approve Resolution 2025-31 with the same amendments applied to Ordinance 2025-10 and added staff recommendation #6 to change the designation of primary units, staff recommendation #10 which was an additional condition regarding shared driveways, and staff recommendation #11 which was a Public Works requirement, seconded by Council Member Martin.

Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Council Member Martin moved to extend the meeting to 10:30 pm, seconded by Council Member Fontana.
Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Fontana, Council Member Stephens, Council Member Martin
Voting Nay: Council Member Pappenfort

MOTION PASSED

Resolution 2025-32 A Resolution of the City Council of the City of Salida, Colorado, Making Findings of Fact, Determinations, and Conclusions Concerning the Granzella- City of Salida Annexation

Council Member Pappenfort moved to approve Resolution 2025-32, seconded by Council Member Critelli.
Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member

Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Approve a Memorandum of Understanding between the City of Salida and Solvista Health.

Council Member Martin moved to approve a MOU between the City of Salida and Solvista Health, seconded by Council Member Pappenfort.
Voting Yea: Council Member Naccarato, Council Member Critelli, Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin

MOTION PASSED

Councilors, Mayor and City Treasurer Reports

Council Reports
Pappenfort - Finance Committee
Critelli
Naccarato - CHA and Sustainability Board
Martin
Stephens - Airport Board and PROST
Fontana - Finance Committee and Greater Salida Recreation Corporation Board

Reports were given.

Mayor Report
Report was given.

Attorney Report

Treasurer Report
Report was given

Department Updates

Adjourn Meeting adjourned at 10:07 pm

City Clerk | Deputy City Clerk

Mayor

COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Daryn Ridenour - HR Manager	August 5, 2025

ITEM

Employee Handbook Update

BACKGROUND

Semi-annually staff reviews the City's Employee Handbook to identify any needed updates based on new legislation, employee concerns or necessary clarifications. This year, the City Administrator and Human Resources Manager worked with the Department Heads and City Attorney to update the document.

Notable Updates:

No changes were made to the Compensatory Time Off policy, but clarifying language was added regarding the annual allowable balance and carry over.

2.6 Compensatory Time Off

The city provides full-time nonexempt employees with the option to accrue compensatory time off ("comp time") in lieu of overtime pay. An employee's request to use comp time will be honored within a reasonable period after such request is made so long as the request does not unduly disrupt the operations of the city.

Eligible employees shall not accrue, nor have a balance of, more than 40 hours of comp time per calendar year and such balance shall carry over from year to year unless the City, in its sole discretion, requires use or a payout of all or part of an employee's accrued but unused comp time. The city will provide reasonable notice to an employee before requiring them to use some or all of their accrued but unused comp time.

Comp time is calculated in the same manner as overtime and if an employee has accrued the maximum number of hours of comp time allowed all subsequent overtime hours worked are compensated with overtime pay. Sick or PTO leave is not calculated as part of the accrual of comp time.

An employee will receive payment for their accrued but unused comp time upon transfer to any position other than a full-time nonexempt employee or upon separation of employment. Such payment shall be made at a rate of compensation of not less than the average regular rate received by such employee during the last 3 years of their employment or the final regular rate received by such employee, whichever is higher.

COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Daryn Ridenour - HR Manager	August 5, 2025

Maximum Accrual Hour adjustments were made to the Full-Time Regular and Firefighting Personnel. Additionally, 2 additional Years of Service levels were added for employees with a tenure of 20 or more years.

3.3.1 Paid Time Off
C. Accrual and Maximum Balance

Current Plan

	Full Time Regular – 40 Hours per week			Part Time Benefitted – 20+ Hours per week			Firefighting Personnel		
Years of Service	Hours per Pay Period	Annual Accrual Days	Maximum Accrual Hours	Hours per Pay Period	Annual Accrual Days	Maximum Accrual Hours	Hours Per Pay Period	Annual Accrual Days	Maximum Accrual Hours
0 through 3	6.15	20	210	3.08	10	105	7.9	25.75	270
4 through 5	6.77	22	225	3.31	10.75	112.5	8.7	28.25	290
6 through 7	7.08	23	240	3.54	11.5	120	9.1	29.5	308.5
8 through 10	7.69	25	260	3.69	12	130	9.88	32.25	334
11 through 14	8	26	270	4	13	135	10.28	33.5	347
15 or mor	8.92	29	300	4.46	14.5	150	11.46	37.25	385.5

Updated Plan

	Full Time Regular – 40 Hours per week			Part Time Benefitted – 20+ Hours per week			Firefighting Personnel		
Years of Service	Hours per Pay Period	Annual Accrual Days	Maximum Accrual Hours	Hours per Pay Period	Annual Accrual Days	Maximum Accrual Hours	Hours Per Pay Period	Annual Accrual Days	Maximum Accrual Hours
0 through 3	6.15	20	241	3.08	10	105	7.9	25.75	312
4 through 5	6.77	22	264	3.31	10.75	112.5	8.7	28.25	336
6 through 7	7.08	23	267	3.54	11.5	120	9.1	29.5	360
8 through 10	7.69	25	300	3.69	12	130	9.88	32.25	384
11 through 14	8	26	312	4	13	135	10.28	33.5	396
15 through 19	8.92	29	348	4.46	14.5	150	11.46	37.25	444
20 through 24	10.15	33	396	5.08	17	150	13	42	504
25 or more	10.77	35	420	5.38	17	150	13.78	45	540

COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Daryn Ridenour - HR Manager	August 5, 2025

An appearance and Attire policy was added to set basic standards for employees when it comes to appearance and attire while at work.

6.4 Appearance and Attire
Employees of the City of Salida are expected to maintain a professional, neat, and appropriate appearance while at work. Clothing should be clean, in good repair, and free from offensive language or imagery. Certain departments may have additional attire requirements including uniforms and safety gear. When attending outside meetings or interacting with citizens, stakeholders, or partners, employees should use good judgment in their dress, presenting a professional image that reflects positively on the city.

FISCAL NOTE

Compensatory Time Off – No additional fiscal impact

Accrual and Maximum Balance – This policy change may have a limited fiscal impact, as the city compensates employees for unused PTO hours upon termination. In rare cases, employees may separate with maximum accrued PTO, and higher accrual limits could increase payouts. Conversely, allowing for greater accrual may reduce instances where employees are required to use PTO at inopportune times, which can result in additional overtime costs for coverage.

Appearance and Attire – No additional fiscal impact

STAFF RECOMMENDATION

Staff recommends Council approve the City of the modified Salida Employee Handbook to reflect a new effective date of August 5, 2025

SUGGESTED MOTION

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

Employee Handbook

Adopted by the Salida City Council
Effective August 5, 2025

This Handbook does not create a contract of employment or alter at-will employment status.

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Introduction

Welcome to the City of Salida!

Important information about the employee handbook

This handbook is designed to acquaint employees with the City of Salida and provide some information about working here. The handbook is not all inclusive but is intended to provide employees with a summary of some of the city's guidelines and expectations regarding your conduct. This edition supersedes and replaces all previously issued editions and any inconsistent verbal or written policy statements issued prior to this handbook.

Employment with the City of Salida is at-will and neither the city nor the employee is committed to an employment relationship for a fixed period of time. Your employment with the city may be terminated at any time with or without cause or advance notice, by you or the city. The language used in this handbook, any benefit plan, and any verbal statements made by management are not intended to constitute a contract of employment, either express or implied nor are they a guarantee of employment for a specific duration of time. No representative of the city other than the elected official or agency head has the authority to enter into an agreement of employment for any specified period of time and such agreement must be in writing and signed by an elected official or agency head and the employee. No employee handbook can anticipate every circumstance or question. After reading the handbook, employees who have questions should talk with their immediate supervisor or the Human Resources department.

Except for the at-will nature of employment, the city reserves the right to revise, delete, amend, suspend, terminate, interpret, or change any or all of the provisions herein, along with any other procedures, policies, practices, benefits, or other programs of the city at any time, with or without notice. No oral statements or representations can change the provisions of this employee handbook.

Section 1 – Employment Practices

1.1 Equal Employment Opportunity and Unlawful Harassment

The City is dedicated to the principles of equal employment opportunity. We prohibit unlawful discrimination against applicants or employees on the basis of age 40 and over, race (including traits historically associated with race, such as hair texture and length, protective hairstyles), creed, sex, sexual orientation, gender identify, gender expression, color, religion, national origin, ancestry, disability, military status, marital status, genetic information, or any other status protected by applicable state or local law.

1.2 Disability and Religious Accommodations

The City will make reasonable accommodation for qualified individuals with known disabilities unless doing so would result in an undue hardship to the City or cause a direct threat to health or safety. The City will make reasonable accommodation for employees whose work requirements interfere with a religious belief, unless doing so poses undue hardship on the City. Please contact the City Administrator with such requests.

1.3 Pregnancy Accommodation

Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth.

Employees who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, a health condition related to pregnancy or the physical recovery from childbirth. If an employee requests an accommodation, the City will engage in a timely, good faith, and interactive process with the employee to determine whether there is an effective, reasonable accommodation that will enable the employee to perform the essential functions of her position. A reasonable accommodation will be provided unless it imposes an undue hardship on the City's business operations.

The City may require that an employee provide a note from her health care provider detailing the medical advisability of the reasonable accommodation. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact the City Administrator.

The City will not deny employment opportunities or retaliate against an employee because of an employee's request for a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An employee will not be required to take leave or accept an accommodation that is unnecessary for the employee to perform the essential functions of the job.

1.4 EEO Harassment

The City strives to maintain a work environment free of unlawful harassment.

Unlawful harassment includes unwelcome physical or verbal conduct or any written, pictorial, or visual communication directed at an individual or group of individuals because of that indi vidual's or group's membership in, or perceived membership in, a protected class, and is subjectively offensive to the individual alleging harassment and objectively offensive to a reasonable individual who is a member of the same protected class. Such conduct may or may not be required to be severe or pervaisive under certain circumstances. Prohibited behavior may include but is not limited to the following:

- Written form such as cartoons, e-mails, texts, posters, drawings, or photographs.
- Verbal conduct such as epithets, derogatory comments, defamation of character, gossiping about sensitive or personal information, slurs, or jokes.
- Physical conduct such as assault, or blocking an individual's movements.

This policy applies to all employees including supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.

1.5 Sexual Harassment

Because sexual harassment raises issues that are, to some extent, unique in comparison to other types of harassment, the City believes it warrants separate emphasis.

The City strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Conduct which may violate this policy, includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mails.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

1.6 Complaint Procedure

If you believe there has been a violation of the City's EEO policies or harassment based on a protected class, including sexual harassment, has occurred, please use the following complaint procedure. The City expects employees to make a timely complaint to enable the City to investigate and correct any behavior that may be in violation of this policy.

Employees should report the incident to their supervisor, Department Head, or the City Administrator who will investigate the matter and take corrective action. Employee complaints will be kept as confidential as practicable. Employees who would prefer not to go to any of these individuals with their complaint should report the incident to the Mayor.

The City prohibits retaliation against an employee for filing a complaint under this policy or for assisting in a complaint investigation. If an employee perceives retaliation for making a complaint or their participation in the investigation they should follow the complaint procedure outlined above. The situation will be investigated by their supervisor, Department Head, the City Administrator or the Mayor.

If the City determines that an employee's behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment.

1.7 Anti-Violence in the Workplace

Employees must not engage in intimidation, threats or hostile behaviors, physical abuse, vandalism, arson, sabotage, use of weapons, carrying weapons on to City property, or any other act, which in the City's opinion is inappropriate to the workplace. In addition, employees must refrain from making bizarre or offensive comments regarding violent events and/or behavior. Employees are expected to report any prohibited conduct to the City. Employees should directly contact proper law enforcement authorities if they believe there is a serious threat to the safety and health of themselves or others.

The City prohibits the possession or use of unconcealed weapons and the use of concealed weapons on City property, regardless of whether or not the person is licensed to carry the weapon. This guideline applies

to all employees, contract and temporary employees, visitors and customers on City property, regardless of whether or not they are licensed to carry a concealed weapon.

Concealed weapons for which the individual has a permit must be unloaded or properly disarmed so as to render them un-dischargeable or unusable while on City property. Further, the individual with the concealed weapon who has a permit must report to the Chief of Police that they are carrying a concealed weapon while on City property, must show the Chief of Police the permit, and must provide the Chief of Police the weapon for inspection. Additional precautions may be taken depending upon the circumstances.

"Employer property" covered by this guideline includes all Employer-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, and parking lots under the Employer's ownership or control. This guideline also applies to all Employer-owned or leased vehicles and all vehicles that come onto Employer property.

"Weapons" include, but are not limited to, handguns, firearms, explosives, and knives. If employees have a question regarding whether an item is covered by this guideline, they should call Human Resources. Employees have the responsibility to make sure that any item not specifically listed above that is possessed by the employee is not prohibited by this guideline.

1.8 Search and Inspection

The City of Salida may conduct searches after notice is given and with the employee's consent of employees' personal effects. This may include, but is not limited to, lunch bags, boxes, purses, personal computers, packages, or vehicles.

The City may conduct searches of the above items without employee consent if we have a reasonable suspicion to believe that illegal activity is taking place and after obtaining a warrant to do so. Any illegal and unauthorized articles discovered may be taken into custody and will be turned over to law enforcement representatives.

Employees do not have a reasonable expectation of privacy in lockers, desks, cabinets, or file drawers, all of which are keyed by theCity and copies of those keys are kept by the City.

1.9 Open Records and Confidentiality

The City of Salida is governed by the Colorado Open Records Act (See C.R.S. 24-72-201 et seq.) which states that it is the public policy of the State of Colorado that all public records will be open for inspection by any person at reasonable times. Notwithstanding that general policy, the law provides that some records are not open to public inspection and are to be kept confidential. Examples of such "non-public" records include but are not limited to: individual medical and mental health records; employee personnel files and reference letters; deliberative work product information; law enforcement investigation and intelligence records; privileged information and confidential commercial and financial data.

Employees of the City of Salida may work with, have access to, or gain knowledge of records or information that belongs to the City, its employees, citizens and/or suppliers and which is not open to public inspection. City employees shall maintain the confidentiality of and shall not use, disclose or in any way make available to anyone else, either outside or within the City, any confidential, non-public records or information at any time, except as directed by the City Administrator and/or in the proper performance of duties as an employee of the City of Salida. If an employee has any doubt or concern as to whether a particular record or item of information is open to the public or whether a particular disclosure is appropriate, the employee should contact the City Administrator for direction.

1.10 Personnel Records

The City maintains a personnel file on each employee. Personnel files are the property of the City, but every existing employee can inspect and review their own personnel file upon request to the City Administrator. The following persons are also authorized to access personnel files:

- The employee's direct supervisor or Department Head
- The City Administrator
- The City Attorney
- Administrative personnel in the course of updating basic data; and
- An employee's designated representative, with a written and signed authorization by the employee.

An employee who wishes to review their personnel file should submit a written request to the custodian of the personnel files. An appointment will be scheduled within three (3) working days at which time the records will be available for inspection.

Other than as required by the Colorado Open Records Act, C.R.S. § 24-72-102 *et seq.*, no documents shall be released from a personnel record without a consent from the employee designating the documents to be released, the person or entity to which the release is to be made, and indemnifying and holding harmless the City from any liability, claims, and demands resulting from such release.

Each employee must provide written notice to the City Administrator of any changes to the employee's legal name, marital status, insurance changes, tax exemptions, residence, telephone, emergency notification, and other relevant information within 30 days of the change.

1.11 Performance Appraisals

On-going communication between the City and employee is a key element in the successful operation of the City government. Additionally, assessing employee job performance and providing feedback is an important factor in making employment-related decisions.

To that end, performance management is an ongoing process. Contact your supervisor for information regarding our review process.

1.12 Attendance and Work Schedule

Regardless of what position an employee holds, punctuality and regular attendance are essential to the effective operation of the City. Regular and reliable attendance is an essential function of each and every position at the City. If an employee knows in advance they are going to be unavoidably late or absent, they must personally notify their supervisor according to the provisions set forth in section 3.3 or 3.5.D of this manual.

Employees must provide written notice of their absence to their supervisor regardless of whether such absence is pre-planned or unanticipated. Written notice of pre-planned absences (such as vacation) should be provided at least 2 weeks in advance while written notification of an unanticipated absence (such as an illness, unanticipated appointments, etc.) should be provided before the work day begins or as soon thereafter as possible. Employees must be sure to follow any additional specific procedures their Department has for written absence notifications.

Assignment of scheduled working hours and location will be made by the employee's Department Head or supervisor. Likewise, scheduled working hours may change at the discretion of the employee's Department Head or supervisor. Employees are to be present at work during all scheduled hours, unless arrangements in accordance with the leave policies have been made. Unexcused absences and failure to be at the employee's appointed workstation at the start of the work period will not be tolerated.

Employees who are absent for two consecutive working days without providing written notice to their supervisor may be terminated for job abandonment.

1.13 Separation

Employees desiring to end their employment relationship with the City should notify their supervisor as soon as possible of the intended separation. Notice generally allows sufficient time to transfer work, cover shifts, return City property, review eligibility for continuation of insurance, and make arrangements for final pay.

Employees who plan to retire are asked to provide sufficient advance notice so the City can timely process any pension forms or other retirement benefits to which an employee may be entitled.

Section 2 – Wage and Hour Practices

2.1 Pay Status and Classifications

A. Employee Type. For administrative purposes and to determine eligibility for fringe benefits, like vacation and holidays, the City classifies personnel as follows. These classifications do not determine eligibility for participation in the City's group health plan.

1. Full-time (FT) - Persons who are normally scheduled to work 40 hours (or more in the case of firefighters) each workweek and 52 workweeks each year are full-time employees and are eligible for all legally mandated benefits as well as City discretionary benefits outlined separately in a benefits overview document.

2. Part-time Benefitted (PT-B) - Persons who are regularly scheduled to work 20 hours or more but less than 30 hours each workweek and at least 50 workweeks each year are part-time benefitted employees and are eligible for all legally mandated benefits as well as participation in a sub-set of City discretionary benefits outlined separately in a benefits overview document, subject to limitations in plan documents. To the extent such documents differ from this policy, the plan documents will control eligibility.

3. Part-time Non-benefitted (PT) - Persons who are regularly scheduled to work less than 20 hours per week are part-time employees. Part-time employees are not eligible for the City benefits except where required by law.

4. Seasonal (S) - Workers performing duties of a seasonal nature, typically not to exceed 26 weeks of continuous service, are seasonal employees and are not eligible for the City benefits except where required by law.

5. Temporary (T) - Persons who are hired in a job established for a temporary period or for a specific assignment. Temporary employees may work either full-time or part-time depending upon the requirements of the assignment. Temporary employees working less than 30 hours per week are not eligible for the City benefits as outlined in the benefits overview document except where required by law.

6. Elected Officials (E) - The mayor, council members, and treasurer who are elected are not considered employees. Elected officials are not subject to the provisions of this Manual and are not eligible for the City discretionary benefits. The City does not pay unemployment insurance for these individuals.

B. Employee Classification. Employees whose jobs are governed by the Fair Labor Standards Act (FLSA) are either "exempt" or "non-exempt." Non-exempt employees are entitled to overtime pay. Exempt employees are not.

1. Non-exempt Employee - Non-exempt employees are generally paid by the hour and do not meet the exclusion criteria of exempt employees. They are eligible for overtime compensation in accordance with the FLSA and Section 2.5, *Overtime Compensation.*

2. Exempt Employee - Exempt employees are persons who hold positions considered to be executive, administrative, or professional as defined by the FLSA. Employees classified as exempt will receive a salary that will constitute full compensation for all hours worked and are not eligible for overtime pay or compensatory time off.

2.2 Pay and Paydays

Employees are paid on a bi-weekly basis on alternating Wednesdays. Time sheets must be submitted to department supervisors for review and approval no later than the end of shift on the final day of the pay

period. A summary of the timesheets for each department is provided to the Finance Department on the Thursday prior to payday covering the previous two-week period. In the event that a regularly scheduled payday falls on a holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

2.3 Recording and Record Keeping

Federal and state laws require the City to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Non-exempt employees must accurately record the time they begin and end their work, as well as the total number of hours worked during the day, within the City's timekeeping system. The beginning and ending time of any split shift or departure from work for personal reasons must also be recorded.

Altering, falsifying, tampering with time records, or recording time on another employee's time record is strictly prohibited and will not be tolerated.

These records are used by the City to calculate employee pay and paid time off balances. It is very important that they are accurate and complete. Nonexempt employees are expected to submit accurate and complete time records reflecting all hours worked. Employees who also chose to keep their own personal time records must provide them to the City if they find a discrepancy between the City's records and their records. Employees should contact their supervisors with any questions about how their pay is calculated. Employees must promptly notify their supervisors of any mistakes in their time records or pay. Employees also must notify Human Resources if they perceive that anyone is interfering with their ability to record their time accurately and completely. All reports will be investigated and appropriate corrective action will be taken. The City will not tolerate retaliation against employees for making a report or participating in an investigation.

2.4 Standby Compensation

Non-public-safety non-exempt employees working a seven-day standby rotation will be paid standby compensation at a rate of two (2) hours of regular pay each day for the seven-day standby period, plus two (2) additional hours of regular pay on a scheduled holiday. Employees will receive two (2) times their regular hourly rate, a minimum of one (1) hour, for unscheduled call-outs requiring the employee to report to their workplace. Employees must respond to their workplace within one (1) hour from being contacted. Call-out response that can be handled via communications not requiring the employee to report to their workplace shall be included as part of the standby compensation. Employees may elect to receive compensatory time in lieu of paid compensation if approved in advance in writing by the employee's Department Head or supervisor. See section 2.6.

2.5 Overtime Compensation

The FLSA requires that employees classified as non-exempt (other than police officers and firefighters who are covered by different provisions in the FLSA) are eligible for overtime pay equal to one and one-half (1½) times their regular rate of pay for each hour worked in excess of forty (40) hours in a workweek. The City's work week for FLSA purposes generally runs from Wednesday 12:00 AM to Tuesday 11:59 PM. The work week for FLSA purposes for the fire department runs from Wednesday 7:30 AM to the following Wednesday 7:30 AM. Police officers are eligible for overtime pay after working 86 hours in a 14-day pay period, and firefighters are eligible for overtime pay after working 106 hours in a 14-day pay period. Exempt employees are not covered by the FLSA's overtime pay provisions. Hours worked in excess of the normal work schedule before reaching 86 hours for police and 106 hours for firefighters in a 14-day cycle are considered "straight-time" overtime and are compensated at the employee's regular rate of pay.

Work will be organized so that overtime is avoided whenever possible, and then should be kept to a minimum. Any overtime must be coordinated by the Department Head. This may take the form of direct consent each time or, alternatively, consistent application of guidelines approved by the Department Head. Sick, vacation, bereavement leave and holidays are not counted for the purpose of computing overtime.

2.6 Compensatory Time Off

The City provides full-time nonexempt employees with the option to accrue compensatory time off ("comp time") in lieu of overtime pay. An employee's request to use comp time will be honored within a reasaonable period after such request is made so long as the request does not unduly disrupt the operations of the City.

Eligible employees shall not accrue, nor have a balance of, more than 40 hours of comp time per calendar year and such balance shall carry over from year to year unless the City, in its sole discretion, requires use or a payout of all or part of an employee's accrued but unused comp time. The City will provide reasonable notice to an employee before requiring them to use some or all of their accrued but unused comp time.

Comp time is calculated in the same manner as overtime and if an employee has accrued the maximum number of hours of comp time allowed, all subsequent overtime hours worked are compensated with overtime pay. Sick or PTO leave is not calculated as part of the accrual of comp time.

An employee will receive payment for their accrued but unused comp time upon transfer to any position other than a full-time nonexempt employee or upon separation of employment. Such payment shall be made at a rate of compensation of not less than the average regular rate received by such employee during the last 3 years of their employment or the final regular rate received by such employee, whichever is higher.

2.7 Flex-time

In instances where a nonexempt employee is needed to work additional hours during a shift, they may, with permission from their supervisor adjust hours for the remaining work week to ensure no overtime or compensatory time is accrued. This time can not be accrued and used in future weeks.

2.8 Wage Deductions

A. Required Deductions. The City shall automatically take the legally required deductions (e.g. FICA, income tax withholdings) from gross wages. Deductions for insurance premiums and other benefits shall require the prior written authorization from the employee, except in cases of court order or where otherwise permitted by law.

B. Deductions for Property Not Returned At Termination. Employees are entrusted during their employment with property that belongs to the City and that has value. Employees are responsible for returning this property to the City upon request or at the time of termination of employment, whichever is first. The City has the right to withhold an employee's final pay check for up to 10 days in order to audit the return of all property and to determine the value of any property not returned or returned in a damaged condition.

C. Deduction from Pay Check. The City will deduct from employee's pay check the value of any of the City's property that is not returned within this 10-day audit period or that is returned in a damaged condition, to the fullest extent permitted by law.

D. Damages and Penalties**.** Employees are responsible for paying to the City the balance of any amount owed for property not returned to the City or returned to the City in a damaged condition. Employees who convert or steal the City's property may be liable to the City for three times the value of the property not returned, plus the City's costs and attorney's fees incurred in obtaining a judgment for the damages and penalties, pursuant to Colorado's civil theft statute (§18-4-405).

E. Salary for Exempt Employees. It is the City's guideline to comply with the salary basis requirements of the FLSA. Therefore, the City prohibits all supervisors and Department Heads from making any improper deductions from the salaries of exempt employees. Deductions from salaries that are permissible:

1. Personal absences. The period of time spent not working for a personal absence may be deducted if all applicable accrued but unused leave time is exhausted.

2. Absences for illness or injury. The City may deduct for partial or full day absences due to illness or injury if bona fide sick pay/disability plans are in place.

3. Absences for FMLA Leave. The City may deduct for full day absences taken as FMLA leave and partial day absences for hours taken as intermittent or reduced FMLA leave.

4. Offsets. The City may offset employees' pay for amounts received by the employee for jury fees, witness fees, or military pay.

5. Infractions of safety rules. The City may deduct for penalties imposed when salaried employees violate safety rules of major significance and a disciplinary action of suspension without pay is implemented.

6. Infractions of workplace conduct rules. The City may suspend exempt employees without pay for full days for infractions of written workplace conduct rules. This deduction is meant to cover only suspensions for "serious workplace misconduct" such as sexual harassment or drug and alcohol violations.

7. First or last weeks of employment. The City may make partial week payments during an employee's first or last weeks of employment.

Employees believing that an improper deduction has been made to their salary should immediately report this information to the City Administrator. Reports of improper deductions will be promptly investigated by the City Administrator. If it is determined that an improper deduction has occurred, employees will be promptly reimbursed.

2.9 Differential Pay for Temporary Assignment

Employees who are temporarily assigned to higher grade position for a minimum of 30 days may be awarded a differential pay increase for the duration of the assignment, with a range of 5-25% (depending on circumstances) of their pay rate. Requests for Differential Pay shall be submitted to and approved by the City Administrator prior to employees taking on additional responsibilities. Differential pay will not be made retroactive and is typically only available for a period of six months. Differential Pay for an Acting City Administrator and other special circumstances outside of the parameters of this paragraph require City Council approval.

Section 3 – Employee Benefits and Leaves

3.1 Employee Benefits

As part of its compensation strategy, the City offers a number of different insurance plans for eligible employees. Employment benefits vary according to the position and status of the employee. To receive certain benefits, eligible employees may be required to meet participation requirements and pay required premiums and other contributions. The City complies with all applicable federal and state laws regarding the provision of benefits to same-sex spouses, domestic partners, and couples in a civil union.

Benefit plans offered by the City are defined in legal documents such as insurance contracts and summary plan descriptions. In the event information in this Handbook or other employee communication conflicts with the actual terms and conditions of coverage, the plan documents will control. Benefits described in this Handbook, including the types of benefits offered and/or the requirements for eligibility of coverage, may be modified or discontinued from time to time at the City's discretion as permitted by law. The City and its designated benefit plan administrators reserve the right to determine eligibility, interpretation and administration of issues related to benefits offered by the City.

Employees will have an opportunity to make changes to their benefit selections during the City's annual open enrollment period. Employees who experience a qualifying life event such as marriage, divorce or the birth of a child will also be allowed to make a change in their benefit selection when that event occurs, in accordance with the terms of the plan document. In the event you take a personal or other leave of absence, please consult Human Resources to determine the impact the leave may have upon your benefits, including eligibility and/or making any required premium payments.

Please see Human Resources for Benefit Plans and questions.

Part-time employees who work less than 20 hours per week, seasonal employees, and temporary employees are not eligible for the City discretionary benefits except for a free individual pool pass to the Hot Springs Aquatic Center, and except where required by law. Elected officials are eligible to receive free family swimming at the Hot Springs Aquatic Center.

A summary of the insurance benefits and cafeteria plan can be found at the ADP portal at https://workforcenow.adp.com/public/index.htm . For more detailed benefit information, contact the HR Coordinator.

3.2 Workers' Compensation

The City provides Workers' Compensation Insurance as required by law for employees who suffer job-related injuries or diseases. Employees must verbally report the injury or disease to the Department Head as soon as they are able and report in writing within 10 days after the injury.

Colorado workers' compensation law requires that employees are treated by a treating physician selected from a list of physicians designated by the City. The department head shall provide the injured employee with a list of designated treating physicians. The injured employee is responsible for arranging an appointment with a designated treating physician.

The injured employee's treating physician may recommend that they return to work on limited duty. In such event, the City may require the employee to return to work performing duties within the medical restrictions even if such work is different than the employee's regular job duties.

3.3 Time Off

The following Time Off policies apply to all employees unless a different Departmental Time Off Policy is approved in writing by the City Administrator.

3.3.1 Paid Time Off

A. Eligibility, Purpose, and Payout

Only full time regular employees and part time benefitted employees are eligible for accrual of Paid Time Off (PTO) through their employment with the City. Part-time (non-benefited), on-call, seasonal, and temporary employees are not eligible to accrue PTO but they are eligible to accrue sick leave as set forth in Policy 3.3.2 – Paid Sick Leave.

PTO incorporates vacation, personal, and sick leave absences into one program for eligible employees and surpasses the minimum sick leave accrual requirements of the Colorado Healthy Families and Workers Act (HFWA). Additional HFWA leave will not be provided if an employee uses all of their available PTO for non-HFWA-qualifying reasons (e.g. vacation), except when a public health emergency is declared after usage of PTO that requires supplemental leave. Holidays that occur during approved PTO leave will not be charged against PTO time. The City Administrator has authorization to give years of service credit for previous similar employment for PTO accrual purposes or flat amount awards during compensation negotiations at time of hire.

Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness, disability, appointments, emergencies, or other situations that require time off from work. Additional rules will apply in the case of a public health emergency.

PTO does not count as “hours worked” for purposes of calculating overtime.

An eligible employee’s accrued, but unused, PTO balance will be paid out following separation of employment. The official separation date will be the last day of active employment and will not be extended with unused PTO unless pre-authorized in writing by the City Administrator. Upon death of an employee, compensation of accrued but unused PTO will be paid to the estate of the deceased employee.

B. Use of Paid Time Off

All PTO hours are available for use once accrued. Paid time off shall be used in increments of no less than 15 minutes.

For example:

- If an employee’s total absence from work for Paid Time Off is 8 minutes, 15 minutes of paid time off is deducted from their balance.
- If an employee’s total absence from work for Paid Time Off is 16 minutes, 30 minutes of paid time off shall be deducted from their balance.
- If an employee’s total absence from work for Paid Time Off is 45 minutes, 45 minutes of paid time off shall be deducted from their balance.

As a general practice, requests to use PTO for reasons other than sick leave shall be scheduled and approved by the employee's Department Head at least 2 weeks prior to the date PTO will be used. Approval of non-sick leave PTO is contingent upon work schedules, staffing needs, and other departmental factors.

Employees must use PTO for all hours requested off. For example, if an employee works a nine-hour day, they would request nine hours of PTO when taking that day off. PTO is paid at the employee's straight time rate. PTO is not part of any overtime calculation. PTO shall not be used when an employee already has at least 40 hours worked in a pay week or for sworn officers 86 hours in a two-week period.

C. Accrual and Maximum Balance

Eligible employees shall begin accruing PTO on the first day of their employment. PTO accruals will increase to the next level beginning on the first full pay period following the employee's anniversary date of being hired in, or transferred into, their position. PTO shall not be taken until it is accrued.

PTO is paid at the employee's base pay rate at the time of absence. Accruals are based upon paid hours up to 2,080 hours per year, excluding overtime.

PTO will continue to accrue during periods of absence while the employee remains in active pay status. However, PTO accrual will be discontinued during periods of unpaid leave due to Short Term Disability (STD) and Long Term Disability (LTD) unless the employee uses PTO hours to supplement their disability payment in order to receive 100% of their normal base pay.

The PTO accrual rate and maximum accrual amount that may be rolled over from year to year is based on employment classification and years of service as follows:

	Full Time Regular – 40 Hours per week			Part Time Benefitted – 20+ Hours per week			Firefighting Personnel		
Years of Service	Hours per Pay Period	Annual Accrual Days	Maximum Accrual Hours	Hours per Pay Period	Annual Accrual Days	Maximum Accrual Hours	Hours Per Pay Period	Annual Accrual Days	Maximum Accrual Hours
0 through 3	6.15	20	241	3.08	10	105	7.90	25.75	312
4 through 5	6.77	22	264	3.31	10.75	112.5	8.70	28.25	336
6 through 7	7.08	23	267	3.54	11.50	120	9.10	29.5	360
8 through 10	7.69	25	300	3.69	12.00	130	9.88	32.25	384
11 through 14	8.00	26	312	4.00	13.00	135	10.28	33.5	396
15 through 19	8.92	29	348	4.46	14.50	150	11.46	37.25	444
20 through 24	10.15	33	396	5.08	17	150	13	42	504
25 or more	10.77	35	420	5.38	17	150	13.78	45	540

An employee who reaches maximum accumulation of PTO will not accrue any further PTO until their balance falls below the maximum accrual limit.

Policy 3.3.2 Paid Sick Leave

A. Eligibility, Maximum Accrual, and Payout

Policy 3.3.2.A applies to part-time, seasonal, and temporary employees only.

In accordance with the Colorado Healthy Families and Workplaces Act part-time, seasonal, and temporary employees shall begin accruing paid sick leave on their first day of employment at a rate of 1 hour for every

30 hours worked up to a maximum accrual of 48 hours per calendar year. Accrued but unused sick leave balances shall carryover from year to year but in no case shall an employee carry a balance of more than 48 hours of paid sick leave at any time.

Paid sick leave shall not be used until it is accrued and does not count as "hours worked" for purposes of calculating overtime. If any employee separates from employment with the City but is rehired by the City within six months after separation from their employment, the City shall reinstate the employee's accrued but unused paid sick leave from their previous period of employment.

Accrued but unused paid sick leave will not be paid out upon separation of employment.

B. Use of Paid Sick Leave for Part-Time Non-Benefitted, Seasonal, and Temporary Employees

Paid sick leave shall be used in increments of no less than 15 minutes.

For example:

- If an employee's total absence from work for Paid Sick Leave is 8 minutes, 15 minutes of paid time off is deducted from their balance.
- If an employee's total absence from work for Paid Sick Leave is 16 minutes, 30 minutes of paid time off shall be deducted from their balance.
- If an employee's total absence from work for Paid Sick Leave is 45 minutes, 45 minutes of paid time off shall be deducted from their balance.

Paid sick leave may be used for the following reasons:

- When an employee:
  - has a mental or physical illness, injury, or health condition that prevents the employee from working;
  - needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
  - needs to obtain preventive medical care; or
  - needs to grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member.
- When an employee needs to care for a family member who:
  - has a mental or physical illness, injury, or health condition;
  - needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
  - needs to obtain preventive medical care.
- The employee or the employee's family member has been the victim of domestic abuse, sexual assault, or harassment and the use of leave is to:
  - Seek medical attention for the employee or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment;
  - Obtain services from a victim services organization;
  - Obtain mental health or other counseling;
  - Seek relocation due to the domestic abuse, sexual assault, or harassment; or
  - Seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment.

- Due to a public health emergency, a public official has ordered closure of:
    - The employee's place of business; or
    - The school or place of care of the employee's child and the employee needs to be absent from work to care for the employee's child.

- The employee needs to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the closure of the family member's school or place of care;

- The employee needs to evacuate the employee's place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the need to evacuate the employee's residence; or

- Maternity/Paternity leave.

C. Paid Sick Leave Notification Procedure for All Employees

An employee shall provide notification to their supervisor regarding their use of sick leave before the time that the employee is due to report for work or as soon as possible thereafter. Such notification shall be provided in writing when possible. If the employee is physically incapable of providing written or verbal notification, notice shall be given as soon as possible. Notification of paid sick leave usage shall be provided each time a scheduled work day or shift will be missed.

If an employee has utilized sick leave for four or more consecutive work days, their supervisor may request, and the employee shall provide, a certificate or letter from a licensed health care provider setting forth a valid reason for their use of paid sick leave and the amount of time the restriction lasted. Such certificate or letter must be obtained at the employee's expense.

Misuse of paid sick leave will not be tolerated and a false claim for the use of paid sick leave is cause for disciplinary action up, and including, termination.

D. Anti-Retaliation Provision for All Employees

The City cannot retaliate against an employee for requesting or using paid sick leave and employees have the right to file a complaint or bring a civil action if paid sick leave is denied or they are the subject of retaliation for requesting or using paid sick leave.

Policy 3.3.3 – Emergency Donation of Accrued but Unused PTO

Employees may donate accrued but unused PTO to any class of employee who has exhausted all of their sick leave.

Donated PTO shall only be used for HFWA, FAMLI, FMLA, or bereavement qualifying purposes.

3.4 Paid Holidays

A. Eligibility. Only full-time (FT) and full-time special (FT-S) employees are eligible for paid holiday leave or holiday premium pay, unless on an unpaid leave of absence. Full-time special employees would receive holiday pay or holiday premium pay only if their normal work schedule falls on a holiday and their pay would be limited to the number of hours normally scheduled.

B. Recognized Holidays. Except for those employees in departments that run seven-day operations, full-time employees shall receive Holiday Pay for City designated official paid holidays. The list of designated official paid holidays will be provided to employees no later than December 31 of the preceding year. Changes in the holiday schedule will be authorized by City Council.

C. Holiday Pay. Holiday Pay is an eight-hour day, or eleven-hour day for firefighters, at regular pay rate. When a holiday falls on a Saturday, the previous Friday will be designated as the official holiday. When a holiday falls on a Sunday, the following Monday will be designated as the official holiday, except for non-essential hourly non-exempt workers who will take the holiday as it falls. Official holidays commence at the beginning of the first shift of the holiday and continue for twenty-four (24) hours.

D. Holiday Pay for Non-Exempt Workers:

- When a non-exempt employee works on an official holiday, the employee will receive premium holiday pay at time and one-half regular pay for the hours worked, plus Holiday Pay.
- When a non-exempt employee has the holiday as a regularly scheduled day off, the employee will be paid Holiday Pay.
- When an employee is sick on an official holiday, the time will be considered a holiday.
- When an official holiday falls during a paid absence, the day will be considered a paid holiday.

E. Personal Floating Holiday. In addition to the designated holidays, every full-time employee is eligible for one personal floating holiday. The personal floating holiday is one shift off to be scheduled with a Department Head just as vacation time is scheduled. New employees hired after June 1st of each year are not eligible for the personal floating holiday within the same calendar year. The Personal Floating Holiday must be used within the calendar year and does not roll over.

3.5 Leaves of Absence

A. Jury Duty**.** If an employee is served with a summons to jury duty, the employee must inform their Department Head by the next regular work day and provide a copy of the summons. The employee will receive leave for jury duty. Non-exempt employees will be paid their regular wages for the first three days of jury duty that they would otherwise have been scheduled to work. Beginning the fourth day and thereafter, employees, as jurors, are paid $50.00 per day by the State of Colorado for state district or county court jury duty. Jury duty leave beyond this time is without pay from the City. Exempt employees will receive their regular salary during jury duty but must remit to the City any pay (not including expense reimbursement) received from the government for jury duty that covers the same period for which the exempt employee is receiving pay from the City. The City has no obligation to pay wages for jury duty until and unless the employee tenders to the City a juror service certificate provided by the court confirming that the employee was on jury duty during that period. Employees are expected to return to work on any day or portion of a day they are released from jury duty.

B. Voting Leave**.** Employees who are eligible electors entitled to vote at an election shall be entitled to two hours off, with pay, for the purpose of voting on the day of the election during the time the polls are open, if they advise their Department Head of the leave of absence prior to the day of election and if they have less than three hours between the time of opening and the time of closing of the polls during which they are not required to be on the job for the City. The City may specify the hours during which the employee may be absent.

C. Military Duty**.** Employees will be allowed leave of absence for military duty in compliance with

applicable Federal and State laws. Exempt employees will be paid their salary, unless no work is performed for the City during the pay period, and subject to reduction for wages received from the Military for the same period.

Employees granted a military leave of absence are re-employed and paid in accordance with the laws governing veteran's re-employment rights.

D. Emergency Volunteer Service Leave**.** Regular full-time and part-time (i.e., non-temporary) employees who are qualified volunteers will be allowed time off if called into service by a volunteer organization during a disaster, so long as they provide proof of their status as a qualified volunteer. For purposes of this policy, employees will be considered a qualified volunteer if the:

- Employee is a member of a volunteer organization that enters into a memorandum of understanding with a county sheriff, local government, local emergency planning committee or state agency.
- Employee is called to service through the volunteer organization under the authority of the county sheriff, local government, local emergency planning committee, or state.

Leave under this policy will not exceed 15 work days in any calendar year and will be unpaid.

Employees, upon completion of the volunteer emergency service and return to work, will be restored to the same or similar position as they held prior to the leave. Taking leave under this policy will not affect an employee's rights to vacation, sick leave, bonus, advancement or other employment benefits or advantages relating to and normally to be expected for the employee's particular employment.

Employees must return to their employment position as soon as practicable after being relieved from service.

Leave may be denied if more than 20 percent of the City's employees on any work day request such leave. Leave may also not be available for essential employees, defined as those employees the City deems essential to the operation of the Company's daily enterprise, whose absence would likely cause the City to suffer economic injury, or whose duties include assisting in disaster recovery for the City.

3.6 Domestic Violence Leave

The City provides leave to employees who are the victims of domestic violence or abuse, stalking, sexual assault, or a crime found by the court to include an act of domestic violence. To be eligible for this leave, an employee must be employed by the City for at least 12 months preceding the leave. Upon reasonable advance notice (except in cases of imminent danger to the health or safety of an employee), an employee may take up to three working days of leave in any 12-month period. The 12-month period will be measured forward from the date the first domestic violence leave begins.

Leave is unpaid although employees may use personal time off. Employees must use the leave to

- Seek a civil protection order to prevent domestic abuse
- Obtain medical care or mental health counseling for themself or for their children to address physical or psychological injuries resulting from the domestic abuse, stalking, sexual assault, or other crime involving domestic violence
- Make their home secure or seek new housing to escape the perpetrator

- Seek legal assistance and prepare for and attend court-related proceedings arising from acts of domestic violence

Employees must contact Human Resources to request leave. The City may require appropriate documentation to approve this leave including, but not limited to, police reports, court orders, confirmation of court appearances, or documentation from medical and other professionals.

3.7 Family and Medical Leave of Absence

A. Eligibility**.** To be eligible for FMLA leave, an employee must have been employed for at least 12 months (total, but not necessarily continuous) by the City, must have worked at least 1,250 hours for the City during the 12 months before leave is to be taken, and must be employed at a work-site where the City employs at least 50 employees within 75 miles.

B. FMLA Benefit**.** Eligible employees shall be granted a total of 12 weeks of FMLA leave for one or more of the following:

- Incapacity due to pregnancy, prenatal medical care, or child birth.
- To care for the employee's child after birth, or placement for adoption or foster care.
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.
- Serious health condition that makes the employee unable to perform the employee's job.

C. Military Family Leave Entitlements**.** Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the Armed Forces, National Guard, or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*
**The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition."*

D. Benefits and Protections. During FMLA leave, the City maintains the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the City for payment of insurance premiums during leave.

Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave. As with other types of unpaid leaves, paid leave will not accrue

during the unpaid leave. Holidays, funeral leave, or employer's jury duty pay are not granted on unpaid leave.

E. Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents a qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

F. Use of Leave. The maximum time allowed for FMLA leave is either 12 weeks in the 12-month period as defined by the City, or 26 weeks as explained above. The City uses the 12-month period measured forward from the first day of an employee's leave.

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with the City's agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

G. Substitution of Paid Leave for Unpaid Leave. The City requires employees to use accrued paid leave while taking FMLA leave. Paid leave used at the same time as FMLA leave must be taken in compliance with the City's normal paid leave policies. If an employee's leave of absence does not constitute paid leave as defined in the City's paid leave policies, the employee cannot use accrued paid leave, but can take unpaid leave. FMLA leave is without pay when paid leave benefits are exhausted.

H. Employee Responsibilities. Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the City's normal call-in procedures.

Employees must provide sufficient information for the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities; the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave. The City may require second and third medical opinions at the City's expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in

disciplinary action in accordance with the City's attendance guideline. Employees on leave must contact the Human Resource Coordinator at least two days before their first day of return.

I. The City's Responsibilities. The City will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the City will provide a reason for the ineligibility. The City will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the City determines that the leave is not FMLA-protected, the City will notify the employee.

J. Unlawful Acts. FMLA makes it unlawful for the City to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA.
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

K. Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the City. FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

3.8 FAMLI Participation

FAMLI benefits provide partial income protection for eligible employees who are temporarily unable to work due to their or a family member's qualifying medical or legal reason, specifically, for the care of a newborn, adopted child, or fostered child; to care for a family member with a serious health condition; for the employee's own serious health condition; for qualifying military exigency leave; or to address safety needs or the impact of domestic violence and/or sexual assault. FAMLI provides up to 12 weeks of partially paid leave or up to 16 weeks under certain circumstances related to pregnancy and childbirth.

As a participating agency, the City remits the full 0.9% of employee wages to the FAMLI fund in accordance with the law and regulations. For more information about this state-facilitated program, including eligibility, required documentation, and process, please see famli.colorado.gov.

3.9 Personal Leave of Absence

The City may grant full-time or part-time employees an unpaid personal leave of absence of up to 30 days for compelling reasons other than illness, disability, vacation, or a leave of absence otherwise protected under federal or state law, subject to the following.

A. Request for Leave. Requests for personal leave must be made in writing at least two weeks before the leave is to begin, except in an emergency situation. The request must indicate: the reason for the leave, the date the leave is to commence, the expected duration of the leave, and the employee's address and telephone number while on the leave. Requests will be considered in light of expected department work requirements and business needs for the period of time of the leave, the employee's performance history and other factors. Personal leave is granted at the sole and absolute discretion of the employee's Department Head.

B. Employees should consult human resources to determine the impact of any approved leave on an employee's eligibility for group benefits and required premium payments. Employees must use all paid leave available before starting a personal leave of absence and do not accrue, or are not eligible for, the following fringe benefits while on leave: vacation, sick leave, PTO, holiday pay, jury duty pay, paid bereavement leave.

C. Return from Leave. An employee on personal leave of absence must notify the City, in writing, of their intention to return to work at least one week in advance. Every effort will be made to reinstate an employee returning from an approved leave of absence, on schedule, into the

same or substantially similar position as the one they left before the leave, but this cannot be guaranteed. Failure to accept the offered position will be considered a termination of employment, effective immediately.

3.10 Bereavement Leave

In the event of a death in an employee's immediate family, the City Administrator may authorize paid leave of up to five (5) days for full-time employees to manage family affairs and attend the funeral. Part-time employees may be granted up to (5) days of leave without pay by the Department Head. The employee shall submit a written request to their Department Head, who shall recommend to the City Administrator an approval, denial or reduction of the leave requested by the employee. Consideration is given to the distance to be traveled and personal demands placed on the employee in authorizing any requests for bereavement leave. "Immediate family" includes spouse, child, parent, parent in-laws, sibling, brother or sister-in-law, grandparent, grandchild, stepparent, stepchild, stepbrother, stepsister or legal guardian or a person with whom the employee shares a household. Should additional leave be required, employees may use their available personal time off with the approval of the Department Head.

3.11 Breastfeeding and Milk Expression Breaks

The City of Salida encourages and supports employees in their efforts to combine working and breastfeeding, for up to 2 years after the child's birth. Breastfeeding employees who choose to continue providing their milk for their infants after returning to work shall receive milk expression breaks, a place to express milk and staff support. A private space will be provided, and time will be permitted, for nursing mothers to express milk during the workday. The time permitted typically will not exceed the normal time allowed for lunch and breaks. If additional time is needed above and beyond normal breaks/meal time, the supervisor and employee will agree upon a plan which might include the employee using annual leave/vacation time, arriving at work earlier, or leaving later.

Employees requiring additional accommodation should contact their supervisor or Department Head.

3.12 Volunteer Time

The purpose of this program is to support activities that enhance and serve the community in which we live and work and the issues that impact quality of life. The intention is to offer the opportunity to participate in giving back and supporting our community and to allow City employees to share in that effort.

At the same time, the City of Salida recognizes that participating in these sorts of activities enriches the lives of its employees. By volunteering, our employees demonstrate commitment to our community.

This policy shall apply to all employees holding a regular full-time or special full-time paid position.

Employees can take up to 12 hours of paid time off during each calendar year to participate in their chosen volunteer activity. The pay rate will be the employee's current base salary on the day(s) the time is taken. On January 1st of each year, each eligible person employed by the City as of December 31st of the preceding year shall receive 12 hours of Volunteer Time Off to be used during the calendar year and before December 31st. This time is refreshed on January 1st of each year, unless the program is amended or discontinued, and does not accrue from year to year. Usage of this time or lack thereof does not affect PTO accrual or usage. Employees will not be paid for any unused VTO time upon separation from the City.

Eligibility. All regular full-time and special full-time employees are eligible to participate in this program, provided that such employee does not exceed the total scheduled number of hours in any work week. Special full-time employees can participate at a prorated share of the 12 hours. VTO can be taken as an individual employee or may be coordinated amongst work units, divisions or departments.
Employees are ineligible to participate in the program, if any of these apply:

a. The employee's employment with the City terminates for any reason.

b. The employee has been suspended from employment during the period for which the employee wants to volunteer.
c. The employee is on sick leave.
d. The employee has been assigned to light duty, or is currently receiving Worker's Compensation benefits.
e. The employee is on a Performance Improvement Plan.
f. The program is discontinued.

Approval Process. Employees must request VTO in writing to their supervisor at least one week before the requested time off. Approval of the time off is at the discretion of the employee's supervisor. The form must be submitted to HR as documentation of the time away from work, for payroll purposes. The City reserves the right to amend or terminate this program at any time without prior notice. The City reserves the right to revoke approval to participate in the Program if in the discretion of the employee's supervisor it is believed that the employee is misusing the Program.

Approved Agencies and Organizations. It is important to the City that volunteer time be used by employees to forward the mission of the City and to represent the City in the most positive way. For those reasons, VTO cannot be used to participate in political activities or on activities outside of the state. Employees can choose to volunteer for an organization listed on the chaffeevolunteers.org website or request approval of a different organization.

Section 4 – Employee Discipline/Discharge

Occasionally performance or other behavior falls short of the City's standards and/or expectations. When this occurs, the City takes action, which in its opinion, seems appropriate.

Disciplinary actions can range from a formal discussion with the employee about the matter to immediate discharge. Action taken by the City in an individual case does not establish a precedent in other circumstances.

Section 5 – Employee Development

The City encourages and assists in the professional and technical development of all employees.

5.1 Required Training

The City may require that employees attend special training to stay proficient in their jobs and to meet City needs. Required training must be approved by the Department Head in advance of attendance. Employees will be notified of required training in writing by their Department Head. The Department Head will make all necessary work schedule adjustments to accommodate required training. Travel to and from, and time spent at required training will be compensated in accordance with the FLSA. For required training and travel time of less than the normal work hours, employees will return to work to complete the shift, make up the time during the pay period, or use appropriate leave time.

5.2 Required Training

All full-time employees must have National Incident Management System (NIMS) training and certification to comply with Homeland Security Presidential Declaration 5.

The following guidelines apply to City personnel:

All Department Staff	IS 700 and ICS 100
EOC Staff (Department Heads)	All courses above and ICS 200
Elected Officials	All courses above
Emergency Managers, Select Department Heads with multi-agency coordination system responsibilities	All courses above and additional courses as required at https://www.fema.gov/emergency-managers/nims

In order to stay within compliance, all new full-time employees must gain their NIMS certifications within 90 days of employment for internet-based courses and within one year for courses requiring attendance. Copies of certifications are maintained in personnel files for any auditing that may occur. The City tracks the certifications each employee has completed.

All employees must complete the following Colorado Intergovernmental Risk Sharing Agency (CIRSA) courses every other year at https://cirsa.localgovu.com/login
Anti-Harassment in the Workplace
Violence in the Workplace
Cybersecurity Threats to Public Entities
Defensive Driving Basics (Required to drive City owned vehicles, available to all voluntarily)

NIMS and CIRSA course certificates should be delivered to the HR Coordinator.

5.3 Requested Training

Employees may request to attend school, seminars, workshops, or conferences if the training will be of mutual benefit to the City and the employee. Requested training must be approved by the Department Head and City Administrator in advance of attendance. Approval of requested training is at the discretion of the City Administrator. Travel to and from, and time spent at requested training is generally not compensable time, except that the Department Head may accept such time as duty time when it falls during a regularly scheduled shift. For requested time and travel of less than the normal work hours, employees will return to work to complete the shift, make up the time during the pay period, or use appropriate leave time. Schedule adjustments to accommodate requested training are not guaranteed. Transportation, lodging, and meals will be in accordance with City policy:

A. City payment for approved voluntary attendance at conferences, workshops, seminars or other training sessions will be based on:

- The direct benefit to the employee and the City;
- Budgetary considerations; and
- Relevance to current municipal affairs.

B. When sufficient funds are available, full-time employees may be eligible for educational reimbursement. Courses must be job-related and approved prior to enrollment.

C. All approved courses must be satisfactorily completed to be eligible for reimbursement. Reimbursement will be made for tuition, registration, fees, and laboratory fees only, at a rate equivalent to the cost of Colorado Mountain College (CMC). "Satisfactory completion of course" will mean a grade of "B-" or better, if the course is graded, or a satisfactory completion if no grade is given. Upon completion of approved course(s), the employee will submit an appropriate verification that:

- The student has successfully completed the course;
- Shows the date of completion;
- Shows the final grade; and
- Indicates the number of units or hours earned.

Section 6 – Other Policies

6.1 Conflict of Interest

Employees exercising influence in connection with a City contract, purchase, payment or any other financial or monetary transaction and who have a substantial personal interest in the transaction must give seventy-two (72) hours written advance notice of the conflict to the City Administrator. Failure to disclose a conflict will not be tolerated and may result in disciplinary action up to, and including, termination.

6.2 Personal Gain

No employee shall request, use or permit the use, whether directly or indirectly, of any publicly owned, or publicly supported equipment, vehicle, facility, labor service, supplies (new, surplus, scrap, or obsolete) or any found property for the personal convenience or the private advantage of said employee or any other person. Any employee who witnesses another employee who they believe is in violation will report the matter to their supervisor. Any employee who finds unattended property of value will contact their supervisor for instructions.

6.3 Gratuities

Any effort to realize personal financial gain through public office, including employment by a public entity, other than compensation provided by law, is a violation. Under the Colorado constitutional gift ban, solicitation, acceptance, or receipt of a thing of value is a violation. Colo. Const. art. XXIX, § 3. Such items include, but are not limited to gifts, loans, rewards, promises or negotiations of future employment, favors or services, honoraria, travel, entertainment or special discounts.

6.4 Appearance and Attire

Employees of the City of Salida are expected to maintain a professional, neat, and appropriate appearance while at work. Clothing should be clean, in good repair, and free from offensive language or imagery. Certain departments may have additional attire requirements including uniforms and safety gear. When attending outside meetings or interacting with citizens, stakeholders, or partners, employees should use good judgment in their dress, presenting a professional image that reflects positively on the City.

6.5 Employment of Relatives and Personal Relationships

To avoid real or perceived conflicts of interest, favoritism, or disruption in the workplace, the City of Salida places restrictions on the employment of individuals who are related or share close personal relationships.

For purposes of this policy, “relative” includes: spouse, domestic partner, civil union partner, common-law marriage partner or spouse, child, parent, sibling, parents-in-law, siblings-in-law, individuals related by adoption, and any person with whom the employee shares a household in a personal relationship.

This policy applies to <u>all</u> employees of the City regardless of employment classification, gender identity, or sexual orientation.

Employment Restrictions

Relatives of any officer, employee, or elected official of the City who has authority to hire, fire, supervise, or make employment-related decisions shall not be hired, employed, or assigned to a position where:

- One relative would directly or indirectly supervise, appoint, dismiss, or discipline the other;
- One relative has access to confidential personnel, payroll, or disciplinary information of the other;
- One relative is responsible for auditing, verifying, receiving, or handling money managed by the other;
- One relative is in a position to influence employment-related decisions involving the other.

Marriage or Relationship Changes During Employment

In the event that a personal dating relationship, marriage, civil union, domestic partnership, or common-law marriage develops between two current employees that creates a situation covered by this policy, one of the employees will be required to transfer to an alternative position for which they are qualified, if one is available. If no such position exists, the individuals involved may be permitted to decide which party will resign. If they cannot reach a decision, the City Administrator will decide based on the legitimate business needs of the City.

Disclosure Requirements

Employees are required to promptly disclose any personal or familial relationship, as defined in this policy, to the City Administrator if such a relationship exists or develops with another City employee, elected official, or individual being considered for employment.

6.6 Outside Employment

Employees involved in or contemplating outside work shall discuss the issue with their supervisor and shall contact Human Resources to obtain and complete an Outside Employment Form. Despite any outside employment or business venture, employees are still required to perform their duties with the City.

Conflicts with a second job are not considered acceptable excuses for not meeting expectations or attendance requirements, including any overtime work.

Any outside work must not create or appear to create a conflict with the City's business interests. For example, any outside work must not create a conflict of interest with any current or planned products or activities at the City. Employees are not permitted to use any of the City's equipment or paid time off benefits for purposes related to an outside job.

6.7 Political Activity

Political beliefs, activities and affiliation are a private matter to the employees of the City of Salida. No employee or applicant will be required to divulge political beliefs as a requirement of employment, nor participate in, nor make or withhold contributions to, political parties or groups. At the same time, employees will not engage in encouraging candidates to run or openly and actively support any political candidate or issue during scheduled work hours. All City employees are subject to and will comply with the provisions of the Colorado Campaign Reform Act. The following types of political activity are restricted, but are not intended to restrict an employee's freedom to express opinions or exercise their right to vote while off-duty:

A. No employee, either full-time or part-time, shall campaign for or against or publicly support or oppose any City Council or other candidate while on duty.

B. No City employee, either full-time or part-time, while on duty or in a uniform which identifies him/her as an employee of the City shall:

- Canvass on behalf of any candidate, political party, or political issue,
- Display any political media whether it is campaign related or supportive of an elected official's view,
- Circulate any petition,
- Participate in petitioning activities focused on public service issues presented by the general public (non-City Officials), or
- Serve as a City election judge.

C. No employee shall place or allow to be placed any political media on a City vehicle.

D. Any active, full-time or part-time regular employee who is announcing candidacy for an elected office may choose to continue their regular work schedule with the City if no interferences or conflicts of interest are present. If and when a potential conflict of interest or interference is present, the employee will be asked to take a leave of absence, to become effective with the date the candidacy is officially registered. This leave of absence will continue during the total campaign period unless candidacy is withdrawn. After the election, the successful candidate shall be asked to resign their position with the City if the elected office has any dealing whatsoever, with the City. Employees whose salary comes in part or whole from federal government sources are subject to the Federal Hatch Act and its revisions.

E. Employees whose principal employment is in connection with federally financed activities are subject ot the following federal requirements as a condition of such employment:

- Covered employees may not use their official authority or influence for the purposes of interfering with or affecting the results of elections or nominations for office.
- Covered employees additionally may not coerce, attempt to coerece, command, or advise other covered employees to pay, lend, or contribute anything of value to a party, committee, municipality, agency, or person for political purposes.

6.8 City Property

Employees who use or have City-owned property, equipment, or materials in their possession are expected to treat it with the same care as they would their own property. All City tools, material, property and equipment are to be returned in good condition, ordinary wear and tear excepted. It is not only unethical, but also unlawful, for an employee to use or permit the unauthorized use of City-owned equipement, materials or property for personal convenience or profit. It is the responsibility of every employee to check with their supervisor before using or permitting the use of City-owned assets for personal use, including, but not limited to, the use of electronics and the internet.

Whether or not performed on the City's premises, work which employees perform and are paid for by the City is the property of the City of Salida. This includes inventions, works of authorship, improvements, designs, developments, and discoveries that relate in any manner to the present or prospective activities or business of the City.

Any City property issued to employees, such as keys, policy manuals, tools, firearms, or uniforms, must be returned at the time of termination or resignation, or whenever requested by the supervisor. Employees are responsible to pay for any lost, destroyed or damaged items.

6.9 Operation of City or Private Vehicles

A. Valid Driver's License. Employees who do not have a valid Colorado driver's license or who are not insured against liability for driving, as required by state laws, are not authorized to drive any vehicle during the course of performing work duties or scope of their employment with the City. An employee's driving record must be acceptable to the City's insurance carrier or the employee is not deemed authorized to drive in the course or scope of employment.

B. Change in Driver Status. If an employee's job duties include driving, then any change in the employee's driver's license status, driving record or insurance coverage must be reported in writing by the employee to their Department Head by the next business day.

C. Safety. Safe and lawful driving practices must be used by employees at all times while driving a City-owned vehicle or personal vehicle on City business. Seat belts must be worn at all times while traveling in a City-owned vehicle or a personal vehicle on City business. It is the employee-driver's responsibility to ensure that all passengers buckle-up before beginning to operate the vehicle.

A Motor Vehicle Record (MVR) for prospective and current employees whose job duties require them to routinely operate a City vehicle will be obtained and reviewed in accordance with the City's current operating procedures.

D. Alcohol. Employees are not allowed to drink alcohol while on City business. Open containers of alcohol are not allowed in vehicles being used for City business.

E. Liability. Property damage to vehicles that occurs while an employee is driving the vehicle or is in control of the vehicle is the employee's responsibility. The City has no obligation to pay for damage to an employee's vehicle that occurs while the vehicle is on the City's premises or while it is being used for job-related purposes unless the damage is caused by the City's negligence and is not due to any negligence by the employee.

F. Accidents during travel. Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate Department Head. Vehicles owned, leased, or rented by the City may not be used for personal use without prior approval.

6.10 Alcohol and Drug-Free Workplace

A. Purpose**.** The City is committed to a safe, healthy, and productive work environment for all employees that is free from the effects of substance abuse. Abuse of alcohol, drugs, and controlled substances impairs employee judgment, resulting in increased safety risks, injuries, and faulty decision making. This includes working after the apparent use of marijuana, regardless of marijuana's legal status. Furthermore, working after the use of alcohol, a controlled substance or abuse of any other substance is prohibited.

In accordance with the Drug-Free Workplace Act of 1988, the City prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during work time, on City premises, or other work sites. Any employee who is convicted, or pleads guilty or no contest under a criminal drug statute for a violation occurring in the workplace must notify the City within five days of such conviction or plea. Testing is an important element in the City's efforts to ensure a safe and productive work environment.

B. Scope. This policy applies to all employees. The type of testing is contingent upon whether the employee is considered "safety sensitive." A "safety sensitive" employee is defined as any employee whose duties involve risk of injury or harm to the general public, and includes all drivers required to hold a commercial driver's license ("CDL") in order to perform their job for the City.

C. Alcohol and Controlled Substances Prohibited**.** The following conduct by employees is prohibited on any premises owned, leased or used by the City for performing the City's services, or any place while an employee is performing services for the City: 1) alcohol possession or use; 2) the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance; 3) having detectable amounts of alcohol or controlled substances in the employee's system or; 4) smelling of alcohol on the job, regardless whether the employee is under the influence.

1. "Drugs" or "controlled substances" means a controlled substance listed in Schedules I through V of 21 U.S.C. 812 and as further defined by federal regulations (21 CFR Section 1300.11 through 1300.15). This list includes but is not limited to marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP). It does not include over-the-counter medications taken in accordance with the manufacturer's instructions, or drugs prescribed by a physician for the employee when taken in the manner, combination and quantity prescribed, unless possession or use is illegal despite a prescription. Employees who are using over-the-counter or medically prescribed drugs that could adversely affect their ability to perform work in a safe manner must notify their Department Head prior to starting work.

The employee may be required to provide a physician's certification that it is safe for the employee to perform the essential job functions while using the medications as a condition of continuing to work.

2. Illegal use of drugs off-duty and off City premises or work sites is not acceptable. It can affect on-the-job performance and the confidence of the public and our citizens in the City's ability to meet its responsibilities.

D. Basis for Testing**.** Testing will be required as a condition of employment under the following circumstances:

1. Post-Offer of Employment. Offers of employment may be contingent upon the new employee submitting to and passing a drug test. Also, existing employees may be required to pass a drug test as a condition of an offer of a specific job or project assignment.

2. Reasonable Suspicion Testing. If the employee's supervisor has reasonable suspicion that an employee is in violation of this policy, the employee may be required to submit to testing for alcohol and/or controlled substances. "Reasonable suspicion" is defined as facts and circumstances that would lead a reasonable person to believe that another individual is under the influence of drugs, alcohol or controlled substances. Some of the circumstances that might provoke reasonable suspicion testing are evidence of repeated errors on the job, sleeping on the job, slurred speech, uncharacteristic appearance or behavior, or unsatisfactory time or attendance patterns, if coupled with specific events that indicate probable drug/alcohol use. Reasonable suspicion for testing may also exist if other individuals have first-hand knowledge relating to an employee's violation of this policy and report this to the City.

3. Post-Accident Testing**.** An employee in a "safety sensitive" position who is involved in an on-the-job accident may be subject to an alcohol and drug test if the employee's own conduct could possibly be a contributing cause of the accident or injury. In addition, any employee who is involved in a serious on-the-job accident may be subject to an alcohol and drug test.

   a) An "accident" for purposes of this policy is defined as an incident or occurrence in which:
      a. A person dies or requires medical treatment; or
      b. Property damage is estimate at greater than $1,500; or
      c. It involves use of a City vehicle; or
      d. It involve and employee in a personal vehicle accident who as a regular condition of his/her employment is required to drive a non-City vehicle.

   b) An employee who is involved in an accident must immediately report the accident to his or her supervisor/manager. If injuries do not allow the employee to immediately report the accident, then the employee must report the accident to his or her supervisor/manager as soon as practicable.

   c) Whenever a supervisor/manager observes or is notified of an accident as defined above, the supervisor/manager will initiate drug and alcohol testing. The supervisor/manager will order the employee to submit to a drug and/or alcohol test. The supervisor/manager will arrange to transport the employee to the collection site and will arrange for the employee's transport home.

   d) The employee will continue in a paid status pending the receipt of the drug testing results by the City of Salida.

4. Return to Duty and Follow-Up Testing**.** An employee who has failed a drug/alcohol test,at

the sole discretion of the City, may be allowed to return to duty or be rehired after the employee submits to return-to-duty testing and tests negative for alcohol and controlled substances. Any employee who tested positive during the past twelve (12) months is subject to unannounced, follow-up testing from the date of return.

5. Random Testing. All "safety sensitive" employees are subject to random testing for alcohol and controlled substances during work hours. Random testing is not based on reasonable suspicion of use.

   a. If the randomly selected employee is at work the day of testing, the employee must submit to a drug and/or alcohol test at the scheduled time.

   b. The randomly selected employee is not required to be present for the required random drug and/or alcohol test if the employee is absent due to prescheduled leave.

E. Consequence of Violation. Any violation of this policy will result in disciplinary action, including termination.

F. Refusal to Submit to Testing. The following behavior constitutes a 'refusal' to take a test:

1. Express refusal to take the test.

2. Failure to provide sufficient quantities of breath or urine to be tested without a valid medical explanation for the failure, or engaging in conduct that clearly obstructs the testing.

3. Tampering with, or attempting to adulterate the specimen or collection procedure.

4. Not reporting to the collection site in the time allotted.

5. Leaving the scene of an accident without a valid reason and not submitting to the test as required in this policy.

Refusal to submit to mandated testing is considered a violation of this policy and the consequences will be the same as though there has been a positive test result.

G. Testing Facility and Safeguards. Testing will generally be by urinalysis. Results of blood tests or Breathalyzer (for alcohol) may also be relied upon by the City. The testing will be performed by an approved lab and administered by a qualified testing facility.

H. Employment at Will. Nothing in this policy changes the fact that all employment with the City is at will and can be terminated at any time by the employee or the City with or without cause or prior notice. Nothing in this policy requires the City to test before terminating an employee for violation of this policy.

6.11 Communications Systems

The City's computer network, access to Internet, e-mail, and voice mail systems are business tools intended for employees to use in performing their job duties. Therefore, all documents and files are the property of the City. All information regarding access to the City's computer resources, such as user identifications, modem phone numbers, access codes, and passwords are confidential City information and may not be disclosed to non-City personnel.

All computer files, documents, and software created or stored on the City's computer systems are subject to review and inspection at any time. Employees should not assume that any such information is confidential, including e-mail either sent or received.

Computer equipment should not be removed from the City premises without written approval from a Department Head. Upon separation of employment, all communication tools should be returned to the City.

A. Personal Use of the Internet. Some employees need to access information through the Internet in order to do their job. Use of the Internet is for business purposes during the time employees are working. Personal use of the Internet should not be on business time, but rather before or after work or during breaks or lunch period. Regardless, the City prohibits the display, transmittal, or downloading of material that is in violation of City guidelines or otherwise is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or otherwise unlawful at any time.

B. Software and Copyright. The City fully supports copyright laws. Employees may not copy or use any software, images, music, or other intellectual property (such as books or videos) unless the employee has the legal right to do so. Employees must comply with all licenses regulating the use of any software and may not disseminate or copy any such software without authorization. Employees may not use unauthorized copies of software on personal computers housed in City facilities.

C. Unauthorized Use. Employees may not attempt to gain access to another employee's personal file of e-mail messages or send a message under someone else's name without the latter's express permission. Employees are strictly prohibited from using the City communication systems in ways that supervisors and Department Heads deem to be inappropriate. Employees with questions whether a behavior would constitute unauthorized use should contact their supervisor or Department Head before engaging in such conduct.

D. E-mail. E-mail is to be used for business purposes. While personal e-mail is permitted, it is to be kept to a minimum. Personal e-mail should be brief and sent or received as seldom as possible. The City prohibits the display, transmittal, or downloading of material that is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or otherwise unlawful at any time. No one may solicit, promote, or advertise any outside organization, product, or service through the use of e-mail or anywhere else on City premises at any time. The City may monitor e-mail from time to time. Employees should be aware that emails might be public records and subject to public disclosure.

   Employees are prohibited from unauthorized use of encryption keys or the passwords of other employees to gain access to another employee's e-mail messages.

E. Voice Mail. The City voice mail system is intended for transmitting business-related information. Although the City does not monitor voice messages as a routine matter, the City reserves the right to access and disclose all messages sent over the voice mail systems for any purpose. Employees must use judgment and discretion in their personal use of voice mail and must keep such use to a minimum.

F. Telephones/Cell Phones/Mobile Devices. Employee work hours are valuable and should be used for business. Excessive personal phone calls can significantly disrupt business operations. Employees should use their break or lunch period for personal phone calls.

   Confidential information should not be discussed on a cell phone or mobile device. Phones and mobile devices with cameras should not be used in a way that violates other City guidelines such as, but not limited to, EEO/Sexual Harassment and Confidential Information.

   For safety reasons, employees should avoid the use of cell phones and mobile devices to make calls while driving. Employees must park whenever they need to use a cell phone. Generally, stopping on the shoulder of the road is not acceptable. Employees are prohibited from using a cell phone or other device to text while operating a motor vehicle. Texting is permitted only where the vehicle is at rest in a shoulder lane or lawfully parked.

The City telephone lines should not be used for personal long distance calls.

G. Postage. The use of City postage for personal correspondence is not permitted.

6.12 Residency Requirements

City employees need not reside within the limits of the City, with the exception of the following:

A. City Administrator. The City Administrator is required to be a resident of the City within thirty (30) days of their first day of employment.

B. Emergency Response Team. Key employees who are part of the City's emergency response team are required to respond to an emergency within thirty-five (35) minutes travel time by passenger vehicle from where they live to their primary work location as timed during normal traffic conditions using a commonly accepted mapping application (eg. Mapquest, Google Maps, Traveltime, etc.). Employees may request an exception to increase such travel time up to 45 minutes from the City Administrator who shall make a determination based upon the particular facts and circumstances of each situation.

The City's emergency response team includes employees who hold positions of responsibility within the Fire, Police and Public Works Departments and excludes administrative assistants and the code enforcement officer. Employees living outside this response time area when hired must relocate to a location meeting the requirements within six months of their starting date. The City Administrator may approve one three-month extension due to special circumstances.

Any employees hired before adoption of this manual are not required to move, but cannot move further away from the City if they currently reside outside the distance outlined in this policy.

6.13 Open Door/Whistleblower Policy

The City is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion or question receives a timely response. The City recognizes that conflict is inherent in an organization and therefore offers processes to assist employees in problem-solving and dispute resolution.

This policy outlines a procedure for employees to report actions reasonably believed to violate a law, or regulation or to constitute fraudulent accounting or other unethical practices. It is intended to encourage employees to report such actions should they ever suspect or witness an actual occurrence of illegal, unethical or inappropriate behaviors or practices without fearing retribution.

A. Employees should promptly report the suspected or actual event to their immediate supervisor. If the employee is uncomfortable or otherwise reluctant to make the report to his/her supervisor, then the employee should report the event to the next highest level of supervision or to the Police Chief, City Administrator, Finance Director or Mayor.

B. The employee can report anonymously.

C. The employee shall receive no retaliation or retribution for a report that was provided in good faith – in other words, it was not done primarily with malice to damage another employee, official or the City.

D. The employee who makes a report that is not done in good faith is subject to discipline, including termination or other legal means to protect the reputation of the City and members of its governing body and staff.

E. Anyone who retaliates against the employee who reported an event in good faith will be subject to discipline, including termination.

F. The supervisor, Department Head or elected official who receives a report of illegal, unethical or inappropriate behaviors or practices must promptly act to investigate and/or resolve the issue.

G. The employee who made the report (unless done so anonymously) shall receive a report promptly following the completion of the investigation and disposition/resolution of the issue.

H. If the investigation of a report, that was done in good faith and investigated by internal personnel, is not to the employee's satisfaction, then they have the right to report the event to the appropriate legal or investigative agency.

I. The identity of the employee, if known, shall remain confidential to those persons directly involved in applying this policy, unless the issue requires investigation by law enforcement, in which case members of the City are subject to subpoena.

6.14 Ethics

Employees at the City must be committed to the highest ethical standards in the execution of their duties and responsibilities. Employees feeling they are being asked to violate City guidelines should address their concerns with their supervisor, Department Head, or the City Administrator.

Employees are expected to report perceived ethical violations. The City expects employees to make a timely report to enable the City to investigate and resolve any behavior that may be in violation. Any report will be kept as confidential as practicable. The City prohibits retaliation against an employee for filing a report or for assisting in an investigation.

6.15 Job Related Problems

Employees who disagree or are dissatisfied with a City practice should promptly discuss the matter with their immediate supervisor, where appropriate. Normally, this discussion should be held within three to five business days of the incident, or in a timely manner. Discussions held in a timely manner will enhance the City's ability to resolve concerns while they are fresh in everyone's mind. The majority of misunderstandings can be resolved at this level.

If the solution offered is not satisfactory, or if it is inappropriate to go to the supervisor, then employees are encouraged to take the problem to their Department Head. If the problem still cannot be resolved, employees may submit a written complaint to the City Administrator for review and final decision about the situation. Also see the EEO/Harassment Complaint Procedure.

6.16 Smoking

Smoking is prohibited within all areas of City buildings and in City vehicles. Smoking includes the use of any tobacco product, as well as vaporizers, vape liquids, electronic or e-cigarettes, and electronic or vapor smoking accessories. Employees may smoke in designated outdoor areas. This restriction applies to all employees and visitors, at all times, including non-business hours.

6.17 Data Disposal Policy

During the course of employment, the City will collect certain information that is classified as "personal identifying information," or PII, under applicable laws. Such information may include, but is not limited to:

- The employee's first and last name or initials;
- Username(s) and password(s);
- Social security number;
- Driver license or other identification card number;
- Medical documentation;
- Biometric data;
- And more.

The City may keep these records in paper and/or electronic format.

When such documentation is no longer needed, pursuant to records retention requirements and best practices, the City will either (a) destroy the records or (b) arrange for their destruction, e.g. by shredding, erasing, or otherwise modifying the personal identifying information in such a manner as to render it unreadable or indecipherable through any means.

6.18 Employee Use of Social Media

Social media can sometimes blur the line between an employee's professional and personal lives and interactions. Statements intended as personal opinion can be mistaken for official expressions of the City's policy or position. As such, care must be taken to ensure that personal use of social media does not create the appearance of official use of social media, such as by the use of a City title or position in a manner that would create an appearance that the City sanctions or endorses one's activities or statements. All social media postings on behalf of the City must be preapproved and sent by authorized employees.

When using social media, exercise good judgement. The City requests that employees be respectful of the City, other employees, and our residents. Avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening, disparaging to other employees or residents, or that might constitute harassment or bullying. Examples of such conduct include inflammatory posts meant to intentionally harm someone's reputation or harassing posts that contribute to a hostile work environment.

Social media is not the ideal place to make an employment-related complaint regarding alleged discrimination, unlawful harassment, or safety issues. Complaints to the City regarding these concerns should be made in accordance with with the complaint process outlined in this personnel manual so that the City can promptly address them. Futher, nothing in this social media policy is intended to interfere with employees' right under federal law to engage in protected and concerted activity, including employees' ability to discuss the terms and conditions of their employment.

6.19 Travel and Expense Reimbursement

In general, the City will pay or reimburse the cost of certain expenses incurred by employees in the course of their employment. These expenses (*e.g.*, travel, meals, etc.) should be reasonable and customary and must be related to the conduct of official business or attendance at professional meetings, conferences, or training sessions which promote overall job knowledge. To be considered for payment, adequate appropriations must be available, the expenses must be authorized in advance, and the employee must comply with the procedures identified in this section.

A. Advance Approval. All expense reimbursements must be approved by the relevant Department Head or City Adminstrator prior to incurring the expense.

B. Expense Reports. Employees must completely fill out an expense report, along with any necessary documentation (receipts, explanations, etc.), in order for reimbursement to occur. Obtaining sufficient documentation is the responsibility of the employee, and lack of documentation may be grounds for denial of reimbursement from the City. Expense reports must be submitted to the relevant Department Head or City Administrator no later than thirty (30) days after the expense was incurred.

C. Meals. The City will reimburse employees for reasonable expenses for meals and beverages, excluding alcoholic beverages, while away on City business. Employees will not be reimbursed for meals when otherwise covered in conjunction with the cost of the seminar, conference, or training being attended.

D. Alcohol. The City will not reimburse employees for the purchase of alcohol, including any alcohol purchased with a meal. If an employee desires to consume alcohol with a meal for which they are expecting reiumbursement, the employee must request separate checks for reimbursable meals and non-reimbursable alcohol purchases. Employees should be mindful that their conduct while

traveling reflects on the City and of the “Alcohol and Drug-Free Workplace” policy contained within this personnel manual.

E. Lodging. Overnight reservations should be made at a hotel or motel that is reasonably convenient to the place where your business is to be transacted or the conference designated hotel, whenever possible. Accommodations should be reasonable for the circumstances and similar to what you would occupy if you were on a personal trip. If a spouse accompanies an employee on the trip, the City will pay no more than the single occupancy rate for the room and the employee or spouse must pay the difference in the room rate actually charged.

F. Excess Charges. If costs or charges are incurred in excess of reasonable levels in relation to the approved expense, the employee will be responsible for any excess charges. The City may decline reimbursement of any excess costs.

Acknowledgement of Receipt

I have received a copy of the employee handbook dated August 5, 2025. I understand that I am to become familiar with its contents. Further, I understand:

Employment with the City of Salida is at-will. I have the right to end my work relationship with the City, with or without advance notice for any reason. The city has the same right.

The language used in this handbook and any verbal statements of the city are not intended to constitute a contract of employment, either express or implied, nor are they a guarantee of employment for a specific duration.

The handbook is not all inclusive but is intended to provide me with a summary of some of the city's guidelines.

This edition replaces all previously issued handbooks. The need may arise to change the guidelines described in the handbook, except for the at-will nature of employment. The City of Salida therefore reserves the right to interpret them or change them with or without prior notice.

No representative of the City of Salida, other than the City Council, has the authority to enter into agreement or employment for any specified period and such agreement must be in writing, signed by the Mayor or City Administrator and myself. We have not entered into such an agreement.

_____ _____

Employee's Signature **Date**

_____

Employee's Name

City Council Action Form

Department	Presented By	Date
Community Development	Carolyn Poissant - Senior Planner	August 5, 2025

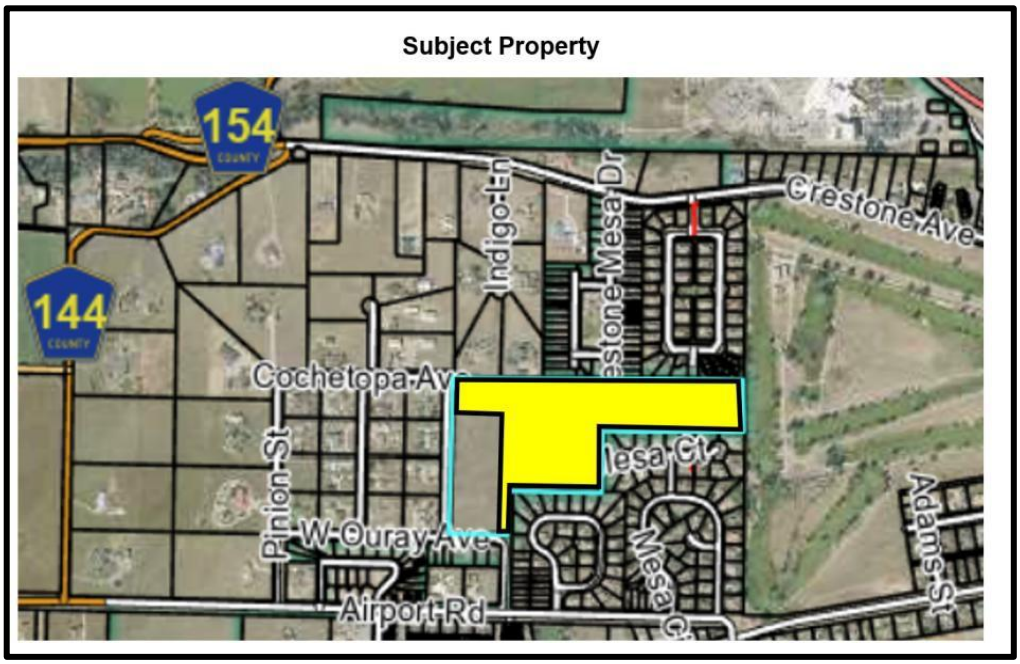
Agenda Item

Ordinance 2025-14 - First reading on the proposed 5-H LLC Annexation for a 15.06-acre property known as the 5-H LLC Annexation

Background

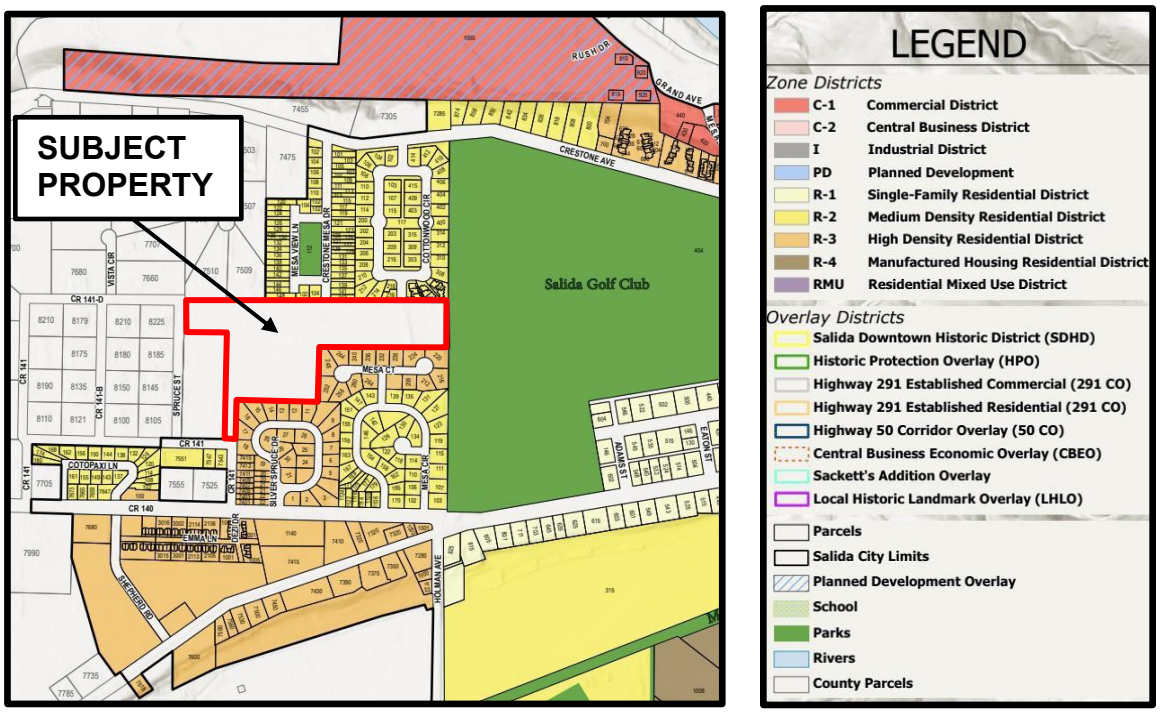
On June 23, 2025, staff received an application from 5-H LLC to annex a 15.06-acre portion of an 18.32-acre property (Parcel No. 368131400015) located east of Spruce Street and north of West Ouray Avenue. Only the 15.06-acre portion, which is under separate ownership, is requested to be annexed at this time.

A conceptual plan was presented at a joint work session of City Council and Planning Commission on June 2, 2025. Resolution 2025-27 confirmed substantial compliance for the annexation.



Surrounding Land Use and Zoning: The site is currently zoned RM (Residential Mixed Zone District) in Chaffee County. Properties to the west remain in Chaffee County and are zoned RS (Residential Suburban). The remaining surrounding properties are within city limits and include the Crestone Mesa and Cottonwood Green subdivisions to the north; the Salida Golf Club (City of Salida property) to the east; and Mesa Village, Cochetopa Estates, and Annex and Winger Minor subdivisions to the south.

City of Salida Zoning Map



PROCESS:

An application for annexation is a multi-step process. When annexing a property, the city must follow state statutes for contiguity and procedural requirements. The steps and standards include:

- A minimum of 1/6th (16.67%) of the perimeter of the proposed annexation must be contiguous with the City of Salida city limits.
- Staff reviews the petition for compliance with city and state statutes.
- City Council adopts a resolution stating the petition is valid and sets a public hearing date that is no less than 30 days and no greater than 60 days from the resolution date.
    - On July 1, 2025 City Council adopted Resolution 2025-27 finding the Annexation petition in compliance with city and state statutes and set the public hearing date for August 19, 2025.
- The City Council public hearing is advertised in the newspaper for four consecutive weeks.
- Planning Commission holds a public hearing to review the annexation and recommend the zoning designation of the property.
    - The Planning Commission public hearing was held July 28, 2025.
- City Council holds a public hearing on the annexation petition.
- City Council holds a public hearing to review and act on the proposed zoning.
- City Council reviews and acts on an annexation agreement.

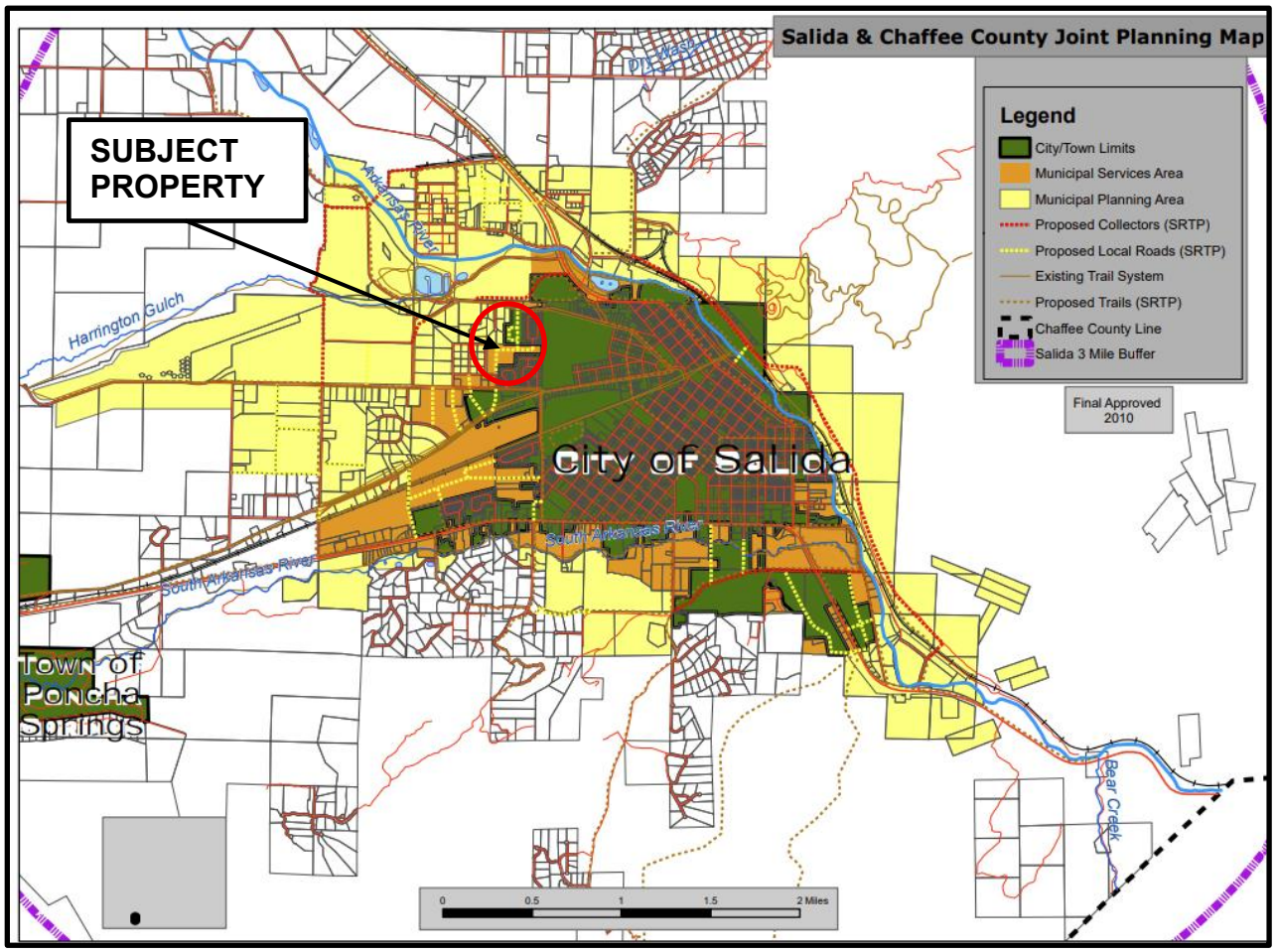
FINDINGS OF FACT:

As explained above, the annexation shall be considered by the Commission as a required step prior to the zoning of the property. The following findings of facts are required for annexation:

1. The proposed annexation meets the required 1/6th contiguity with the municipal boundary of the City of Salida as shown on the annexation plat.

2. All applicable owners of the property are party to the annexation.

3. The annexation property is within the Municipal Services Area (MSA) of the City of Salida, as defined in the City's Comprehensive Plan and its intergovernmental agreement (IGA) with Chaffee County approved in 2010. According to the IGA, the MSA "encompasses properties which are eligible for annexation and extension of municipal utilities and infrastructure, within the parameters set forth in the Salida Municipal Code and Salida Comprehensive Plan, which may be amended from time to time."



4. The property may be efficiently served by City fire and police departments.

5. The property is a natural extension of the City's municipal boundary and meets the legal requirements for annexation.

RESPONSE FROM REFERRAL DEPARTMENTS AND AGENCIES:

- Salida Police Department: No concerns regarding the annexation. Note that any restriction of street connectivity would have negative impacts on emergency response times and access to the hospital. I (Police Chief Russel Johnson) am not in favor of having any dead-end cul-de-sacs or other limitations in the future development.
- Salida Fire Department: No concerns regarding the annexation. Appropriate emergency access and turnarounds must be provided.
- Salida Parks and Recreation Department: City code requirements for parks and opens space including dedication and development of a public park must be satisfied.
- Public Works Department and City Engineering Consultants: ROW connections have been developed for future street connections and the area is within the MSA. Limiting traffic through one neighborhood would adversely affect traffic in other areas. Having multiple points of connection spreads the impacts out. Also, having additional access points is very critical when the day comes to rebuild infrastructure under the street so as not to restrict access. Note that an appropriate drainage analysis and stormwater management infrastructure meeting city requirements must be provided with development.
- Chaffee County Planning Department: The appropriate legal division of property has been confirmed (separating the 15.06-acre tract from the remainder of the parcel).
- Salida Finance Department: System development fees will be required.
- Salida School District: No response. Fees-in-lieu will be required with development.
- Chaffee County Building Department: No concerns at this time.
- Xcel Energy: No major concerns.
- ATMOS Energy: No comment.
- Visionary Broadband: No comment.

Fiscal Impact

There is no fiscal impact at this time, however, demands upon city services will be affected upon development.

Planning Commission Recommendation

A public hearing with the Planning Commission was held July 28, 2025. The Commission recommended by a vote of 5-0 that Council approve the proposed 5-H LLC Annexation with conditions recommended by staff. During the discussion regarding the zoning, the applicant offered to accept a cap of 96 total primary residential units. As this could not be conditioned with the zoning, the Commission instructed staff to add a condition to the Annexation Ordinance for City Council.

Staff Recommendation

Staff recommends approval of the proposed annexation, subject to Council approval of an annexation agreement with, at a minimum, the following conditions:

1. All proposed development shall meet the requirements of the Municipal Code.
2. The Annexation Agreement shall acknowledge and document the following items:
    a. the City's intent to serve the property with appropriate public utilities;
    b. a park dedication in compliance with city requirements as approved by City Council;
    c. other conditions as included by City Council;
    d. street connectivity shall be provided through any future proposed subdivision to accommodate appropriate emergency access and as per city standards;
    e. pedestrian connectivity shall be provided to accommodate existing and potential future public sidewalks, shared-use paths, and trail networks; and
    f. the 15.06-acre 5-H LLC annexation property shall be limited to a maximum of 96 total primary residential units.

Motion

A Councilmember should make a motion to, "combine and approve the items on the consent agenda setting second reading and the public hearing for Ordinance 2025-14 for August 19, 2025," followed by a second and a roll call vote.

Attachments: Ordinance 2025-14
5-H LLC Annexation petition and Annexation Plat
Minutes of July 28, 2025 Planning Commission meeting

City of Salida, Colorado
Ordinance No. 14
Series of 2025

An Ordinance of the City of Salida, Colorado Annexing to the City of Salida a Certain Tract of Land in Unincorporated Chaffee County Known as the 5-H LLC Annexation

WHEREAS, on June 23, 2025, representatives of 5-H LLC, filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of a total of 15.06 acres in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to C.R.S. §31-12-108, the City Council by Resolution No. 27, Series of 2025 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on August 19, 2025 commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado; and

WHEREAS, pursuant to C.R.S. §31-12-108 to -110, the City Council on August 19, 2025 held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published on July 11, 2025, July 18, 2025, July 25, 2025, and August 1, 2025 in *The Mountain Mail* newspaper; and

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

WHEREAS, the City hereby sets forth its Findings of Fact, Determinations, and Conclusions with regard to annexation to the City of the 5-H LLC Annexation; and

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

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

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

Section 2. The City hereby approves the annexation of the Property described on Exhibit A, attached hereto with the following conditions of approval, and such real Property is hereby annexed to and made a part of the City of Salida:

1. All proposed development shall meet the requirements of the Municipal Code.
2. The City shall serve the property with appropriate public utilities;
3. Park dedication shall be in compliance with city requirements as approved by City Council;
4. Street connectivity shall be provided through any future proposed subdivision to accommodate appropriate emergency access and as per city standards;
5. Pedestrian connectivity shall be provided to accommodate existing and potential future public sidewalks, shared-use paths and trail networks; and
6. The total number of primary residential dwelling units on the annexed Property shall not exceed a total of ninety six (96).

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

   A. File one (1) copy of the Annexation Plat and the original of this Annexation Ordinance in the office of the City Clerk of the City of Salida, Colorado;

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

   C. File one certified copy of this Annexation Ordinance and one copy of the Annexation Map in the office of the County Assessor of Chaffee County, Colorado.

INTRODUCED ON FIRST READING, on the 5th day of August, 2025, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 8th day of August, 2025, and set for second reading and public hearing on the 19th day of August, 2025.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the ____ day of _____, 20__.

CITY OF SALIDA, COLORADO

_____
Mayor

[SEAL]

ATTEST:

_____
City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 20__, and BY TITLE ONLY, after final adoption on the ____ day of _____, 20__.

_____
City Clerk/Deputy City Clerk

EXHIBIT A

5H LLC ANNEXATION DESCRIPTION

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) and the Southwest Quarter of the Southeast Quarter (SW¼ SE¼) 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 Southeast corner (5/8-inch rebar with a 1½-inch aluminum cap stamped 'LS 16117) of Shavano Vista Subdivision (Reception No. 122596), from whence the witness corner (5/8-inch rebar with 2½-inch aluminum cap stamped "1/4 R9E T50N S31 over S6 T49N, 1997, 14.8 RM LS 16117) to the South ¼ corner of said Section 31 bears South 38°29'22" East 522.00 feet (South ¼ corner is South 14.8 feet from witness corner);

Thence South 88°50'17" East along the North boundary of Chaffee County Road No. 141, a distance of 266.08 feet to the point of beginning of the tract herein described, said point being marked by a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;

Thence proceeding around said tract, continuing South 88°50'17" East along said North county road boundary, 60.0 feet to a point on the West boundary of Cochetopa Estates, a subdivision located within the City of Salida, said point being marked by a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;

Thence North 01°03'10" East 258.69 feet to another 5/8-inch rebar with a 1 ½-inch aluminum cap stamped LS 16117 at the Northwest corner of said subdivision;

Thence South 88°55'28" East along the North boundary of Cochetopa Estates 528.84 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Southwest corner of Mesa Village No. 2, a subdivision located within the City of Salida;

Thence North 00°55'07" East along the West boundary of said Mesa Village No. 2 and a projection northerly, a distance of 399.31 feet to a 5/8-inch rebar with a 1¾-inch steel disc stamped '6753' at the Northwest corner of that certain tract of land described in Quiet Title Decree recorded in Book 473 at Page 570 of the Chaffee County records.

Thence South 89°56'32" East along the monumented north boundary of said tract described in quiet title decree a distance of 798.67 feet to a 1½-inch pipe, being a point on the monumented East boundary of the said SW¼ SE¼ of Section 30;

Thence North 00°01'18" East along said monumented east boundary, a distance of 290.96 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Southeast corner of Cottonwood Green, a subdivision located within the City of Salida;

Thence along the monumented north boundary of the said SW¼ SE¼ and SE¼ SW¼ the following:
First North 89°48'00" West 583.15 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped '487' at the Southwest corner of said Cottonwood Green, being common with the Southeast corner of Crestone Mesa, a subdivision located within the City of Salida.

Thence North 89°58’51” West 558.04 feet to another 5/8-inch rebar with a 1½-inch aluminum cap stamped ‘487’ at the Southwest corner of said Crestone Mesa, said corner being common with the Southeast corner of Rainbow Ridge, a subdivision located within Chaffee County;

Thence North 89°43’49” West 500.83 feet to another 5/8-inch rebar with a 1 ½-inch aluminum cap stamped ‘487’ at the Southwest corner of said Rainbow Ridge, being common with the Southeast corner of Vista Grande, a subdivision located within Chaffee County;

And thence North 89°31’25” West 10.75 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Northeast corner of said Shavano Vista Subdivision;

Thence leaving the north monumented boundary of the SE¼ SW¼, South 00°43’05” West along the East boundary of Spruce Street in said Shavano Estates, a distance of 140.20 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;

Thence South 89°16’55” East 266.07 feet to another 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;

Thence South 00°43’05” West 737.75 feet to the point of beginning.
Containing 15.06 Acres, more or less.

Subject to easements of records or existing, including the rights of others to operate, repair and maintain the irrigation ditch crossing the tract.

Property description prepared by: Michael K. Henderson, Licensed Surveyor
June 17, 2025

ANNEXATION APPLICATION

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

1. PROCEDURE (City Code Section 16-9-20)

A. Development Process

1. Pre-Application Conference. Optional.
2. Submit Application.
3. Staff Review for Completeness.
4. Resolution to Accept Application to City Council
5. Establish Public Hearing Date before Council per Colorado Municipal Annexation Act of 1965.
6. Staff Evaluation of Application and Annexation Agreement (if applicable)
7. Establish Public Hearing Date Before the Planning Commission.
8. Public Notice Provided For Hearings.
9. Public Hearing Conducted by Commission.
10. Annexation Ordinance to City Council for 1st and 2nd Reading.

2. APPLICATION CONTENTS (City Code Section 16-9-40)

1. **General Development Application**
2. **Annexation Petition**
3. **Annexation Map**. The preferred scale of the map is one (1) inch equals one hundred (100) feet; the minimum allowable scale is one (1) inch equals two hundred (200) feet. Sheet size shall be twenty-four (24) inches by thirty-six (36) inches. If it is necessary to draw the map on more than one (1) sheet, a sheet index shall be placed on the first sheet. The annexation map shall contain the following:
   a. Annexation Name
   b. Legal description. Legal description of the perimeter
   c. Names and addresses. Names and addresses of the owners, subdivider, land planner and land surveyor registered in the State.
   d. Scale
   e. North arrow
   f. Date. The date the map was prepared.
   g. Boundary lines and dimensions. Boundary lines of the proposed annexation. Distinction of the boundary that is contiguous to the City and the length of the same boundary on the map, including required showing of contiguity in feet.
   h. Platted lots. Lot and block numbers if the area is already platted.
   i. Improvements and easements. The location and dimensions of all existing and proposed streets, alleys, easements, ditches and utilities within or adjacent to the proposed annexation.
   j. Vicinity map. The vicinity map shall show the location of the proposed annexation, in relation to the City.
   k. Acreage. Total acreage to be annexed.
   l. Certificates. Certificates required to appear on the final annexation plat are described in Section 16-9-40 of the Land Use Code.
4. **Digital Copy**. A digital copy of the plat compatible with the City GIS shall be submitted.
5. **Application Fee** - According to current adopted fee schedule

7. Public Notice.

a) A list shall be submitted by the applicant to the city of adjoining property owners' names and addresses. A property owner is considered adjoining if it is within 175 feet of the subject property regardless of public ways. The list shall be created using the current Chaffee County tax records.

b) Postage Paid Envelopes. Each name on the list shall be written on a postage-paid envelope. Postage is required for up to one ounce. Return Address shall be: City of Salida, 448 E. First Street, Suite 112, Salida, CO 81201.

c) Applicant is responsible for posting the property and proof of posting the public notice.

8. Petition for Exclusion from the South Arkansas Fire Protection District (optional)

9. Notarized Special Fee and Cost Reimbursement Agreement completed

ANNEXATION PETITION

TO THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, GREETINGS:

The undersigned hereby petition(s) the City of Salida to annex to the City of Salida the territory shown on the map(s) attached hereto and described on the attachment hereto:

This Petition is signed by the landowners qualified to sign. It is intended that this Petition be a one hundred percent (100%) petition for annexation as described in C. R. S. 1973, Section 31-12-107(l)(g), (as amended).

In support of this petition, the undersigned state(s) and allege(s) as follows, to wit:

1. That it is desirable and necessary that the above-described territory be annexed to the City of Salida.

2. That petitioners are landowners of one hundred percent (100%) of the territory, excluding streets and alleys, herein proposed for annexation to the City of Salida.

3. That no less than one-sixth of the aggregate external boundaries of the above-described territory hereby petitioned to the City of Salida is contiguous to the City limits of the City of Salida.

4. Accompanying this petition are two mylars and twenty copies of the annexation map.

5. That a community of interest exists between the above-described territory and the City of Salida, and that the same is urban, or will be urbanized in the near future, and further that the said territory is integrated or is capable of being integrated in the City of Salida.

6. That the above-described territory does not include any area which is the same or substantially the same area in which an election for an annexation to the City of Salida, was held within the twelve months preceding the filing of this petition.

7. That the above-described territory does not include any area included in another annexation proceeding involving city other than the City of Salida.

8. That the above-described territory is not presently a part of any incorporated city, city and county, or town.

9. That the above area described will (not) result in the detachment of the area from any school district and the attachment of the same to another school district.

"INSERT A"

(Description of territory proposed for annexation)

5H LLC ANNEXATION DESCRIPTION:

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) and the Southwest Quarter of the Southeast Quarter (SW¼ SE¼) 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 Southeast corner (5/8-inch rebar with a 1½-inch aluminum cap stamped 'LS 16117) of Shavano Vista Subdivision (Reception No. 122596), from whence the witness corner (5/8-inch rebar with 2½-inch aluminum cap stamped "1/4 R9E T50N S31 over S6 T49N, 1997, 14.8 RM LS 16117) to the South ¼ corner of said Section 31 bears South 38°29'22" East 522.00 feet (South ¼ corner is South 14.8 feet from witness corner);
Thence South 88°50'17" East along the North boundary of Chaffee County Road No. 141, a distance of 266.08 feet to the point of beginning of the tract herein described, said point being marked by a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;
Thence proceeding around said tract, continuing South 88°50'17" East along said North county road boundary, 60.0 feet to a point on the West boundary of Cochetopa Estates, a subdivision located within the City of Salida, said point being marked by a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;
Thence North 01°03'10" East 258.69 feet to another 5/8-inch rebar with a 1 ½-inch aluminum cap stamped LS 16117 at the Northwest corner of said subdivision;
Thence South 88°55'28" East along the North boundary of Cochetopa Estates 528.84 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Southwest corner of Mesa Village No. 2, a subdivision located within the City of Salida;
Thence North 00°55'07" East along the West boundary of said Mesa Village No. 2 and a projection northerly, a distance of 399.31 feet to a 5/8-inch rebar with a 1¾-inch steel disc stamped '6753' at the Northwest corner of that certain tract of land described in Quiet Title Decree recorded in Book 473 at Page 570 of the Chaffee County records.
Thence South 89°56'32" East along the monumented north boundary of said tract described in quiet title decree a distance of 798.67 feet to a 1½-inch pipe, being a point on the monumented East boundary of the said SW¼ SE¼ of Section 30;
Thence North 00°01'18" East along said monumented east boundary, a distance of 290.96 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Southeast corner of Cottonwood Green, a subdivision located within the City of Salida;
Thence along the monumented north boundary of the said SW¼ SE¼ and SE¼ SW¼ the following:
First North 89°48'00" West 583.15 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped '487' at the Southwest corner of said Cottonwood Green, being common with the Southeast corner of Crestone Mesa, a subdivision located within the City of Salida.
Thence North 89°58'51" West 558.04 feet to another 5/8-inch rebar with a 1½-inch aluminum cap stamped '487' at the Southwest corner of said Crestone Mesa, said corner being common with the Southeast corner of Rainbow Ridge, a subdivision located within Chaffee County;
Thence North 89°43'49" West 500.83 feet to another 5/8-inch rebar with a 1 ½-inch aluminum cap stamped '487' at the Southwest corner of said Rainbow Ridge, being common with the Southeast corner of Vista Grande, a subdivision located within Chaffee County;
And thence North 89°31'25" West 10.75 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Northeast corner of said Shavano Vista Subdivision;
Thence leaving the north monumented boundary of the SE¼ SW¼, South 00°43'05" West along the East boundary of Spruce Street in said Shavano Estates, a distance of 140.20 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;
Thence South 89°16'55" East 266.07 feet to another 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;
Thence South 00°43'05" West 737.75 feet to the point of beginning.
Containing 15.06 Acres, more or less.

Subject to easements of records or existing, including the rights of others to operate, repair and maintain the irrigation ditch crossing the tract.

Property description prepared by: Michael K. Henderson, 203 G Street, Salida, CO 81201
June 17, 2025

ANNEXATION PETITION

This Section must be filled out if there are multiple properties/property owners petitioning annexation.

Signature of Petitioners Requesting Annexation to the City of Salida, Colorado	Date of Signature of Each Petitioner	Mailing Address of each Petitioner	Description of Property Included the Area Proposed for Annexation Owned by Each person Signing this Petition. (Attach separate sheet, if necessary)
[illegible]	6/23/25	130 W 2nd St, Salida, Co 81201	see attached
[illegible]	6/23/25	130 W. 2ND ST, STE. 1, SALIDA, CO 81201	SEE ATTACHED
[illegible]	6/23/25	130 W 2ND ST, STE 1, SALIDA CO 81201	SEE ATTACHED

CIRCULATOR'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

I, DUSTIN T. HUGHES, A MEMBER OF S-H, LLC
being first duly sworn, upon oath deposes and says that she/he was the circulator of the above and foregoing petition and that the signatures on said petition are the signatures of the persons whose names they purport to be.

Circulator

Subscribed and sworn to before me this 12th day of June, A. D. 2025.
Witness my hand and official seal. My commission expires: 2/11/2029.

Notary Public

RACHAEL GARDNER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20254005678
MY COMMISSION EXPIRES 02/11/2029

PETITION FOR EXCLUSION OF THE PROPERTY FROM THE SOUTH ARKANSAS FIRE PROTECTION DISTRICT

As an owner of property located in unincorporated Chaffee County, fire protection services are generally provided by the South Arkansas Fire Protection District (SAFPD). These services are supported by a mill levy, specifically for the SAFPD, on your property tax bill. Once a property is annexed into the City of Salida, certain fire protection services will be provided by the City.

If a property owner annexes into the City and does not petition the SAFPD for exclusion from the district, the property owner(s) will continue to pay real property taxes to South Arkansas Fire Protection District. It is the responsibility of the property owner to request that their land be excluded from the special taxing district during the annexation process. The petition to exclude land from the special taxing district should be submitted to the SAFPD if you would like to have your property considered for exclusion by the South Arkansas Fire Protection District Board.

Petitions need to meet the requirements of Section 32-1501(1), C.R.S., in the following respects:

A. Include a "legal description of the property"
B. The petition/request must include notarized signature of the property owner(s)

You may mail or deliver a notarized copy of the request letter along with a full legal description of the property or properties (a copy of vesting deeds(s) will suffice) directly to the District, at 124 E Street, P.O. Box 393, Salida, CO 81201

The District incurs legal fees for exclusions in the range of $650 - $1000. A $500 deposit for legal fees will be required up front.

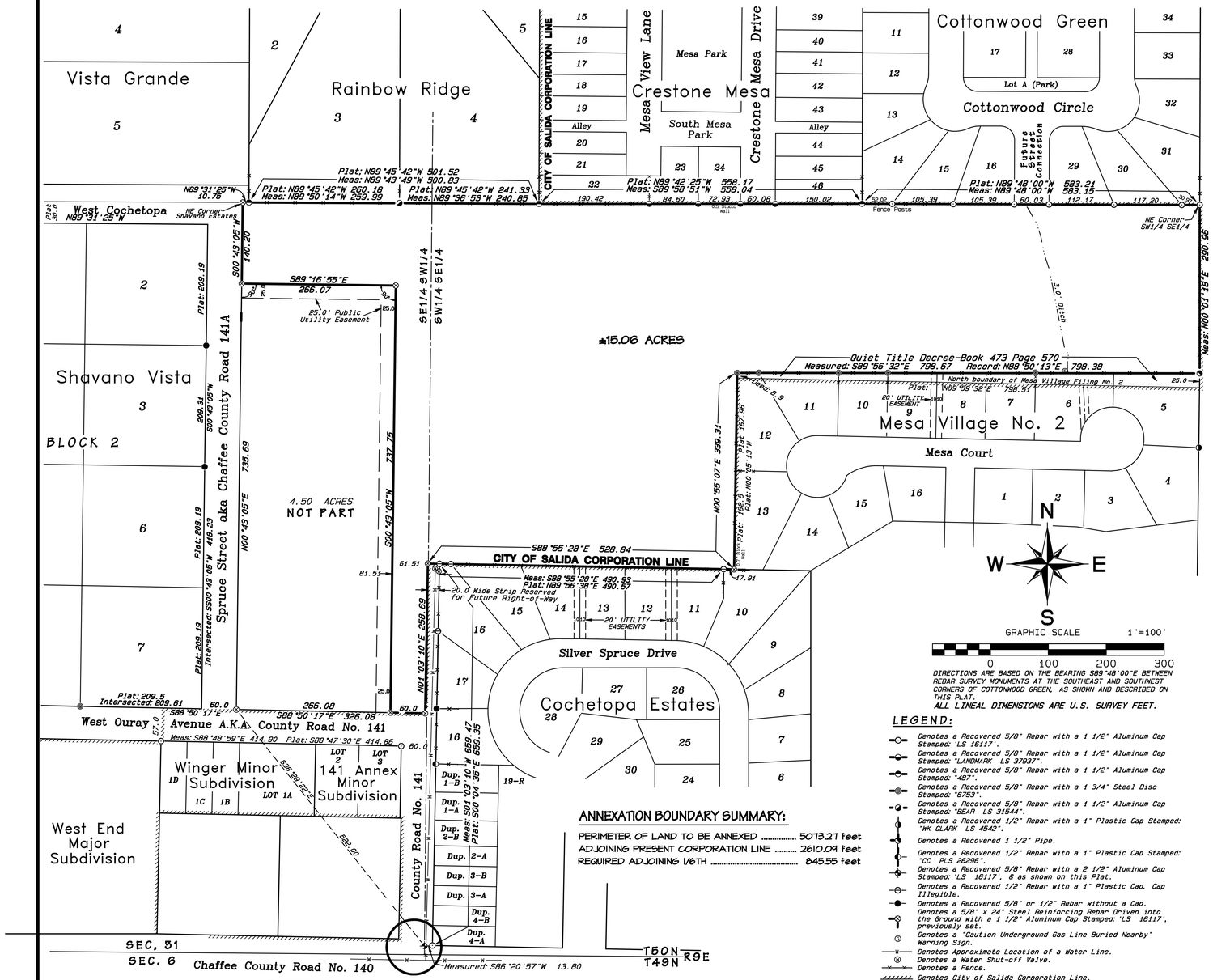
N/A

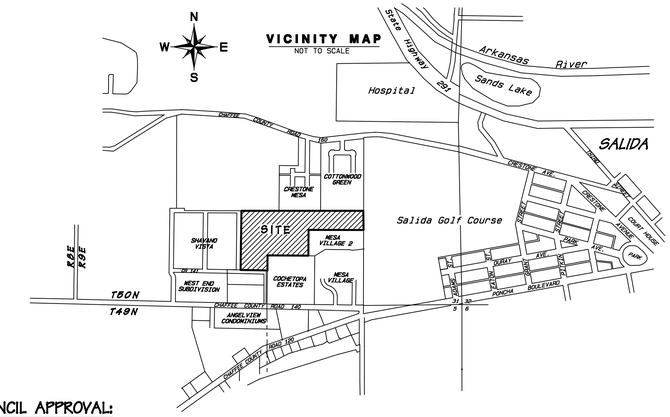
5–H LLC ANNEXATION PLAT

FOR A TRACT LOCATED IN THE

SW1/4 SE1/4 & SE1/4 SW1/4 of SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN

CHAFFEE COUNTY, COLORADO





CITY COUNCIL APPROVAL:

WHEREAS THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX THE TERRITORY DESCRIBED HEREIN BY 5-H LLC, A COLORADO LIMITED LIABILTY COMPANY, BEING THE OWNERS OF 100% OF THE AREA TO BE ANNEXED;

AND

WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED _____, 202___, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIED WITH THE REQUIREMENTS OF SECTION 31-12-107(1), C.R.S; AND

WHEREAS, AFTER PUBLISHED NOTICE AND PUBLIC HEARING ON _____, 202___, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NUMBER _____(SERIES OF 202___), DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTION 31-12-104 AND 105, C.R.S., AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED;

AND

WHEREAS, ON _____, 202___, THE CITY COUNCIL ADOPTED ORDINANCE NUMBER _____ (SERIES OF 202___), APPROVING AND ANNEXING 5-H LLC ANNEXATION TO THE CITY OF SALIDA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE 5H LLC ANNEXATION DESCRIBED HEREIN; TO WIT, THE TERRITORY COMPRISING 15.06 ACRES, MORE OR LESS, AND BEING DESCRIBED AS FOLLOWS:

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) and the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) 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 Southeast corner (5/8-inch rebar with 1 1/2-inch aluminum cap stamped "LS 16117") of Shavano Vista Subdivision (Reception No. 122546), from whence the witness corner (5/8-inch rebar with 2 1/2-inch aluminum cap stamped "1/4 T5ON R9E S31 over S6 T49N, 1997, 14.8 RM LS 16117) to the South 1/4 corner of said Section 31 bears South 38°24'22" East 522.00 feet (South 1/4 corner is South 14.8 feet from witness corner); thence South 88°50'17" East along the North boundary of Chaffee County Road No. 141, a distance of 266.08 feet to the point of beginning of the tract herein described, said point being marked by a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16117"; thence proceeding around the tract, continuing South 88°50'17" East along said north county road boundary, 60.0 feet to a point on the West boundary of Cochetopa Estates, a subdivision located within the City of Salida; said point being marked by a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16117"; thence North 01°29'10" East 258.69 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16617" at the Northwest corner of said subdivision; thence South 86°55'28" East along the North boundary of Cochetopa Estates 528.84 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap at the Southwest corner of Mesa Village No. 2, a subdivision located within the City of Salida; thence North 00°55'07" East along the West boundary of said Mesa Village No. 2 and a projection northerly, a distance of 949.31 feet to a 5/8-inch rebar with a 1 3/4-inch steel disc stamped "6753" at the Northwest corner of that certain tract of land described in Quiet Title Decree recorded in Book 473 at Page 570 of the Chaffee County records; thence South 84°56'32" East along the monumented north boundary of said tract described in quiet title decree a distance of 798.67 fet to a 1 1/2-inch pipe, being a point on the monumented East boundary of the said SW1/4 SE1/4 of Section 30; thence North 00°01'18" East along said monumented east boundary, a distance of 240.46 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16117" at the Southeast corner of Cottonwood Green, a subdivision located within the City of Salida; thence along the monumented north boundary of the SW1/4 SE1/4 and SE1/4 SW1/4 the following: First North 84°48'00" West 583.15 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "48T" at the Southwest corner of said Cottonwood Green, being common with the Southeast corner of Crestone Mesa, a subdivision located in the City of Salida; thence North 84°56'51" West 558.04 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "48T" at the Southwest corner of said Crestone Mesa, said corner being common with the Southeast corner of Rainbow Ridge, a subdivision located within Chaffee County; thence North 84°43'41" West 500.83 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "48T" at the Southwest corner of said Rainbow Ridge, being common with the Southeast corner of Vista Grande, a subdivision located within Chaffee County; AND thence North 84°31'25" West 10.75 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16117" at the Northeast corner of Shavano Vista Subdivision; thence leaving said monumented north boundary of the SE1/4 SW1/4, South 00°43'05" West along the East boundary of Spruce Street in said Shavano Estates, a distance of 140.20 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16117"; thence South 84°16'55" East 266.07 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16117"; thence South 00°43'05" West 737.35 feet to the point of beginning.
Containing ±15.06 Acres.

SUBJECT TO THE TERMS AND CONDITIONS OF THE ANNEXATION AGREEMENT RECORDED AT RECEPTION NO. _____ OF THE CHAFFEE COUNTY RECORDS.

APPROVED THIS _____ DAY OF _____, 202___.

BY: _____
MAYOR OF THE CITY OF SALIDA

OWNERS:

5-H LLC, A COLORADO LIMITED LIABILITY COMPANY
130 WEST 2ND STREET, SUITE 1
Salida, CO. 81201

OWNERS CERTIFICATE:

THIS IS TO CERTIFY THAT THE UNDERSIGNED, BEING THE OWNER OF 100% OF THE PROPERTY DESCRIBED AND SHOWN HEREON DESIRE AND APPROVE OF THE ANNEXATION OF SAID PROPERTY TO THE CITY OF SALIDA.

5-H LLC, A COLORADO LIMITED LIABILITY COMPANY

_____
L. Britt Hughes, Manager

STATE OF COLORADO }
} SS
COUNTY OF CHAFFEE }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 202___,

WITNESS MY HAND AND OFFICAIL SEAL

MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____

ADDRESS:

CITY OF SALIDA CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS EXECUTED ANNEXATION MAP, ALONG WITH THE ORIGINAL ANNEXATION ORIDINANCE FOR THE 5-H LLC ANNEXATION WAS ACCEPTED FOR FILING IN MY OFFICE ON THE _____ DAY OF _____, 202___.

_____
CITY CLERK

CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:

I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP AND A CERTIFIED COPY OF THE ANNEXATION ORDINANCE FOR THE 5-H LLC ANNEXATION TO THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, WERE ACCEPTED AND FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20___, UNDER RECEPTION NUMBER(S) _____.

_____
CHAFFEE COUNTY CLERK AND RECORDER

DIRECTIONS ARE BASED ON THE BEARING S89°48'00"E BETWEEN REBAR SURVEY MONUMENTS AT THE SOUTHEAST AND SOUTHWEST CORNERS OF COTTONWOOD GREEN, AS SHOWN AND DESCRIBED ON THIS PLAT.
ALL LINEAL DIMENSIONS ARE U.S. SURVEY FEET.

LEGEND:

- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped: "LS 16117".
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped: "LANDMARK LS 37937".
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped: "487".
- Denotes a Recovered 5/8" Rebar with a 1 3/4" Steel Disc Stamped: "6753".
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped: "BEAR LS 31544".
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap Stamped: "WK CLARK LS 4542".
- Denotes a Recovered 1 1/2" Pipe.
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap Stamped: "CC PLS 26296".
- Denotes a Recovered 5/8" Rebar with a 2 1/2" Aluminum Cap Stamped: "LS 16117", & as shown on this Plat.
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap, Cap Illegible.
- Denotes a Recovered 5/8" or 1/2" Rebar without a Cap.
- Denotes a 5/8" x 24" Steel Reinforcing Rebar Driven into the Ground with a 1 1/2" Aluminum Cap Stamped: "LS 16117", previously set.
- Denotes a "Caution Underground Gas Line Buried Nearby" Warning Sign.
- Denotes Approximate Location of a Water Line.
- Denotes a Water Shut-off Valve.
- Denotes a Fence.
- Denotes City of Salida Corporation Line.

ANNEXATION BOUNDARY SUMMARY:

PERIMETER OF LAND TO BE ANNEXED	5073.27 feet
ADJOINING PRESENT CORPORATION LINE	2610.04 feet
REQUIRED ADJOINING 1/6TH	845.55 feet

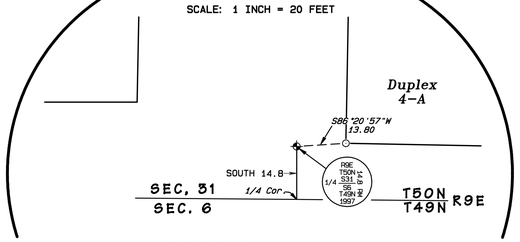
LAND SURVEYOR'S CERTIFICATE:

I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN HEREON WERE RECOVERED AS INDICATED, AND THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF SAID SURVEY TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THAT AT LEAST ONE-SIXTH OF THE PERIMETER BOUNDARIES OF THE TRACT TO BE ANNEXED ARE ADJACENT TO THE PRESENT CITY OF SALIDA CORPORATION LINE.
DATED THIS _____ DAY OF _____ , 202___.

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

DETAIL

SCALE: 1 INCH = 20 FEET



GENERAL LAND SURVEYOR'S NOTES:

1) ANNEXATION DESCRIPTION WAS PREPARED BY MICHAEL K. HENDERSON AND IS BASED ON EXHIBIT C OF CHAFFEE COUNTY DISTRICT COURT ORDER, JUDGMENT AND DECREE FOR PATITITION OF PROPERTY RECORDED AT RECPETION NO. 448481.
2) DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTION AND ON THE LOCATIONS OF THE RECOVERED REBAR SURVEY MONUMENTS SHOWN AND DESCRIBED HEREON AND ON THE RESULTS OF THIS SURVEY AS SHOWN ON THE 5-H LLC LAND SURVEY PLAT DEPOSITED WITH THE CHAFFEE COUNTY LAND SURVEY PLATS AS SUR _____.

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

5–H LLC ANNEXATION PLAT In the SW1/4 SE1/4 & SE1/4 SW1/4 of SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST, CHAFFEE COUNTY NEW MEXICO PRINCIPAL MERIDIAN COLORADO	
Job Number: J-25-071 DESIGNED: B.S.H. DRAWN BY: TWO DADS M.K.H. CHECKED: Field Book: S345 Pages 62-65	HENDERSON LAND SURVEYING CO., INC. 203 G STREET SALIDA, COLORADO DATE: 5/29/25 DRAWING NO. L–25–19

Planning Commission Regular Meeting

448 E. 1st Street, Room 190 Salida, Colorado 81201
June 28, 2025 at 6:00 PM

DRAFT MINUTES

Email public comments to: planning@cityofsalida.com
Please register for the Planning Commission Meeting:
https://zoom.us/webinar/register/WN_xjx49yp6TRKd4wWX5LzyUw
After registering, you will receive a confirmation email containing information about joining the webinar. To watch live meetings:
http://www.youtube.com/@cityofsalidacolorado

Call to Order by Chairman – 6:01 pm

Roll Call – Present: Bomer, Bush, Derwingson, Kriebel (online), Walsh (alt - assigned to vote by Chair), Riggs (alt); Staff: Poissant, Hodges, Sherwood, Almquist (online)

Absent: Layton, Colby, Follet

Amendment(s) to Agenda – none

1. Approval of the Minutes

Motion by Derwingson, second by Bush to approve the Minutes of June 23, 2025.

MOTION APPROVED 5-0

2. Unscheduled Citizens New Business - none

Public Hearings

Public Hearings will follow the following procedure: A. Open Public Hearing B. Proof of Publication C. Staff Review of Application/Proposal D. Applicant's Presentation (if applicable) E. Public Input F. Close Public Hearing G. Commission Discussion H. Commission Decision or Recommendation

3. Recommendation on Proposed 5-H LLC Annexation

Staff report presented by: Senior Planner Carolyn Poissant

Applicant Presentation by: Bill Hussey

Public Comment:

1) Greg Reed – 408 Cottonwood Circle

2) Rick Pilgrim – 308 Cottonwood Circle

3) Mike Lloyd – 115 Cottonwood Circle

4) Cheryl Russell – 232 Mesa Court

5) Sue Sulley – 304 C Cottonwood Circle

6) Tom Hittle – 216 Mesa Court

7) Kim Anderson – 137 E. 1st Street

8) Ryan Dulaney – 106 Creston Mesa Drive

9) Michael Flais – 147 Mesa Vista Lane

10) Denise Wentz – 220 Mesa Court

11) Beverly Testa – 302 Cottonwood Circle A

Motion by Bush, Second by Kriebel to recommend City Council approve the proposed 5-H LLC Annexation as it meets the Findings of Fact for annexation subject to staff recommended conditions, which include:

1) All proposed development shall meet the requirements of the Municipal Code.

2) The Annexation Agreement shall acknowledge and document the following items:

a. the City's intent to serve the property with appropriate public utilities;

b. a park dedication in compliance with city requirements as approved by City Council;

c. street connectivity shall be provided through any future proposed subdivision to accommodate appropriate emergency access and as per city standards;

d. pedestrian connectivity shall be provided to accommodate existing and potential future public sidewalks, shared-use paths and trail networks.

MOTION APPROVED 5-0

4. Recommendation on Proposed R-3 Zoning for the 5-H LLC Annexation

Staff report presented by: Senior Planner Carolyn Poissant

Applicant Presentation by: Bill Hussey

Public Comment:

1) Bill Bormes – 143 Crestone Mesa Drive

2) Paul Jensen – 309 Cottonwood Circle

3) Rick Pilgrim – 308 Cottonwood Circle

4) Cherith Marchase – 406 Cottonwood Circle

5) Greg Reed – 408 Cottonwood Circle

6) Tim Donnelly – 409 Cottonwood Circle

7) Kim Anderson – 137 E. 1st Street

8) Ryan Dulaney – 106 Crestone Mesa Drive

9) Carolyn Kuchinsky – 403 Cottonwood Circle

10) Judy Gilbert – 162 Mesa Circle

11) Rob Webber – 208 Mesa Court

12) Denise Wentz – 220 Mesa Court

Motion by Kriebel, second by Bomer to recommend City Council approve the proposed zoning of the 5-H LLC property as proposed to be annexed, to R-2 Medium-Density Residential Zone District, as the requests meet the applicable review standards.

MOTION FAILED 2-3

Motion by Derwingson, second by Walsh to recommend City Council approve the proposed zoning of the 5-H LLC property as proposed to be annexed, to R-3 High-Density Residential Zone District, as the requests meet the applicable review standards.

MOTION APPROVED 4-1

Note: During the zoning item discussion a condition was requested to be added to the Annexation Ordinance limiting the total number of primary residential units to 96 under the R-3 zoning, as agreed to by the applicant.

Updates – none

Unfinished Business – none

Commissioner Comments – none

Adjourn – 7:47 PM

Motion to adjourn by Bush, second by Walsh

MOTION APPROVED 5-0

Alternate Notice

**An alternate can only vote on or make a motion on an agenda item if they are designated as a voting member at the beginning of an agenda item. If there is a vacant seat or a conflict of interest, the Chairman shall designate the alternate that will vote on the matter. If a Voting member shows up late to a meeting, they cannot vote on the agenda item if the alternate has been designated.

City Council Action Form

Department	Presented By	Date
Community Development	Carolyn Poissant - Senior Planner	August 5, 2025

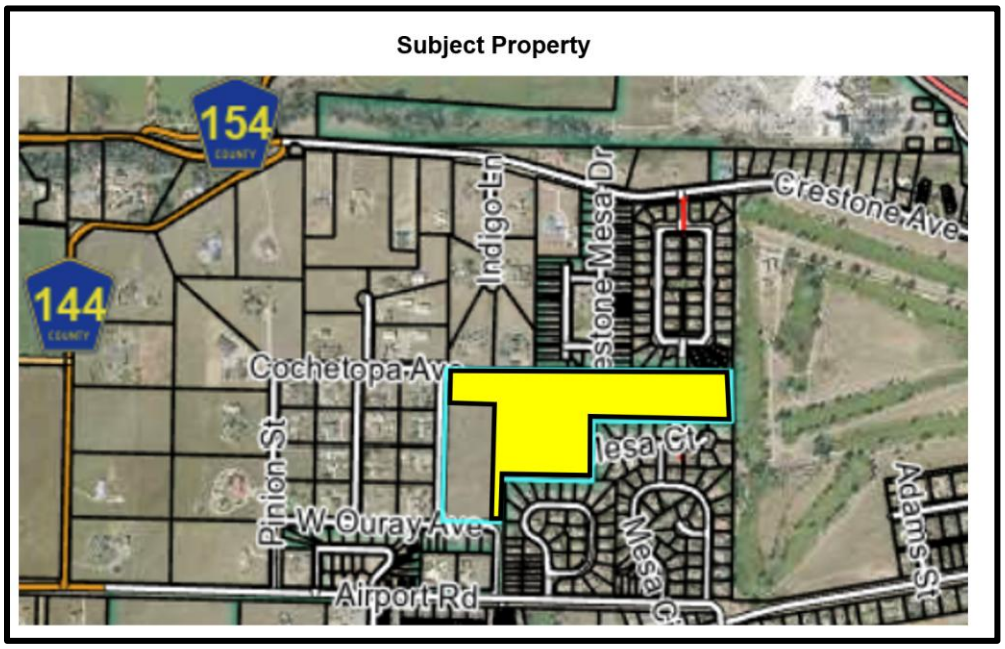
Agenda Item

Ordinance 2025-15: First reading and setting a public hearing on the proposed zoning of High Density Residential (R-3) for the 5-H LLC Annexation

Background

Following approval of the 5-H LLC Annexation a 15.06-acre portion of an 18.32-acre property (Parcel No. 368131400015) into the City of Salida, the applicants, 5-H LLC represented by Walt Harder, Dustin Hughes, and Britt Hughes have requested zoning the property R-3 High Density Residential.

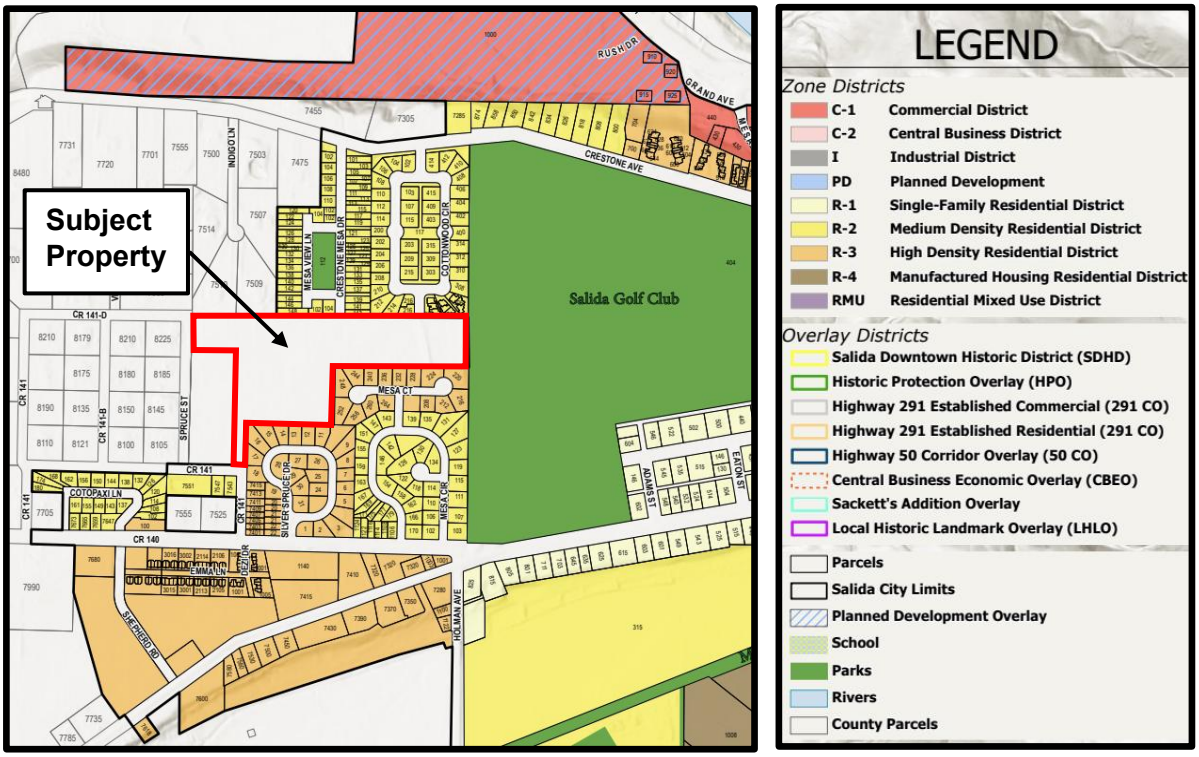
The property is located east of Spruce Street and north of West Ouray Avenue.



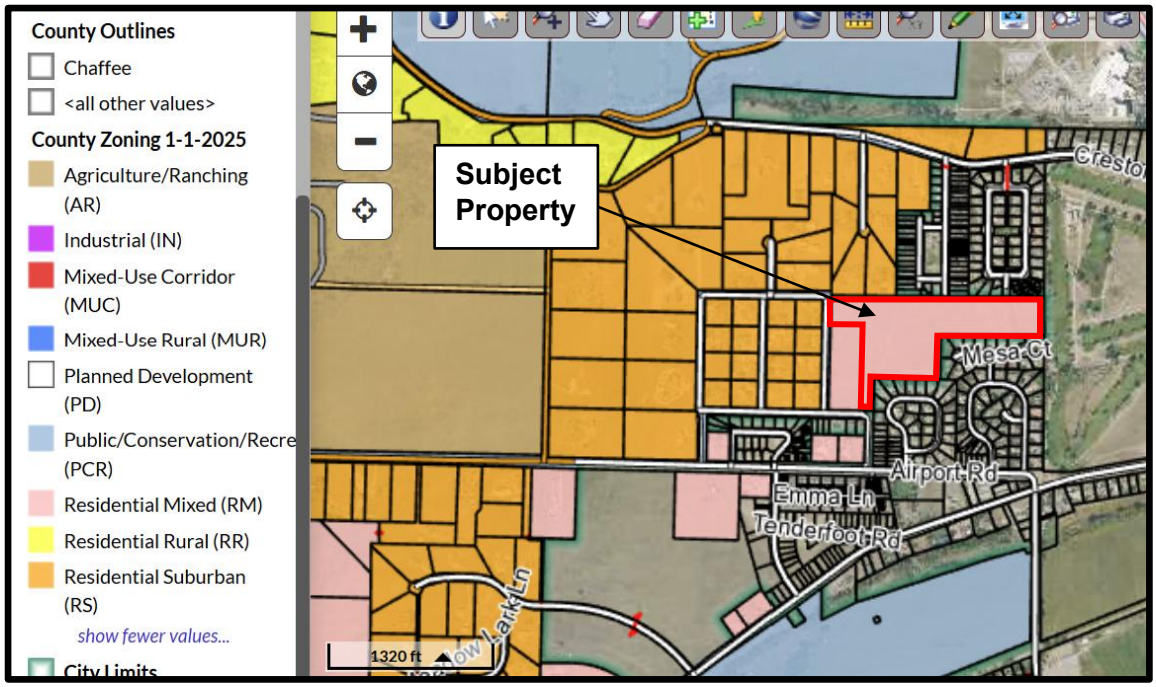
Surrounding Land Use and Zoning

The site is currently zoned RM (Residential Mixed Zone District) in Chaffee County. Properties to the west remain in Chaffee County and are zoned RS (Residential Suburban). The remaining surrounding properties are within city limits and include the Crestone Mesa and Cottonwood Green subdivisions to the north; the Salida Golf Club (City of Salida property) to the east; and Mesa Village, Cochetopa Estates, and Annex and Winger Minor subdivisions to the south.

City of Salida Zoning Map



Chaffee County Zoning Map



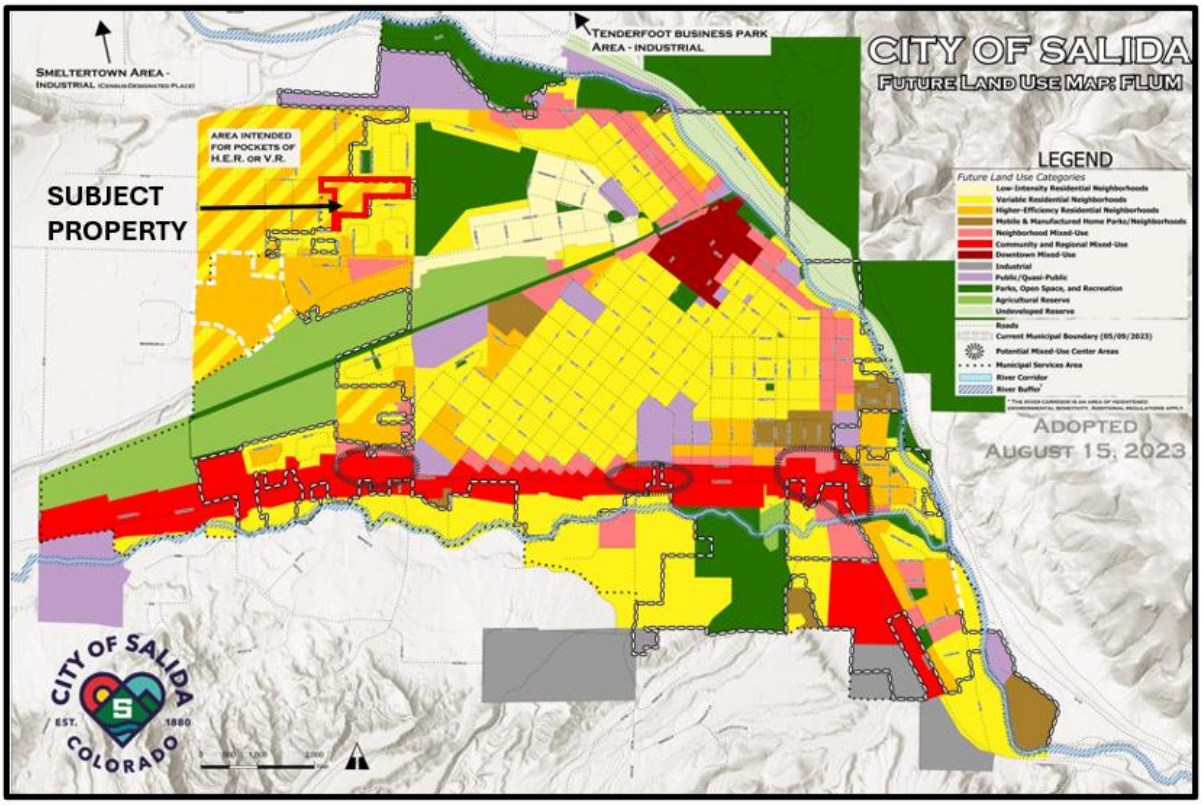
Review Standards for Zoning Map Amendments (Section 16-4-210)

1. **Consistency with the Comprehensive Plan.** The proposed amendment shall be consistent with the Comprehensive Plan.

   The Comprehensive Plan indicates:

   - New development shall be within the Municipal Services Area (MSA) and be developed at maximum densities to make the best use of available infrastructure.
     - The proposed annexation lies within the MSA and will accommodate urban densities.
   - Proposals should include connections to pedestrian and bicycle corridors, have sufficient water, and promote innovative and energy efficient design.
     - The previously presented Conceptual Plan indicated the provision of an 8-foot concrete shared use path network through the proposed development.
   - Zoning should continue existing patterns of development.
     - Zoning of R-3 High-Density Residential would be consistent with the zoning found in the adjacent properties and would continue the regular pattern of zone district application.
   - The proposed zoning conforms with the city's Future Land Use Map, which calls for either Variable Residential Neighborhoods or Higher-Efficiency Residential Neighborhoods.

Future Land Use Map – Adopted August 15, 2023



2. **Consistency with Purpose of Zone District. The proposed amendment shall be consistent with the purpose of the zone district to which the property is to be designated.**
    - Per the land use code, the purpose of the R-3 High-Density Residential zone district is to provide for relatively high-density single-family, duplex and multi-family residential areas, including primarily townhouse and apartment uses. Complementary land uses may also include such supporting land uses as parks, schools, churches, home occupations or day care, etc.
        - The proposed zoning has the capability for providing relatively high-density residential development in keeping with the city's housing goals.
3. **Compatibility with Surrounding Zone Districts and Uses.** The development permitted by the proposed amendment shall be compatible with surrounding zone districts, land uses and neighborhood character.
    - The proposed zoning classification of R-3 High Density Residential is consistent and compatible with the zoning and densities of the majority of the adjacent properties within the city.
4. **Changed Conditions or Errors.** The applicant shall demonstrate that conditions affecting the subject parcel or the surrounding neighborhood have changed, or that due to incorrect assumptions or conclusions about the property, one (1) or more errors in the boundaries shown on the Official Zoning Map have occurred.
    - The proposed zoning is occurring because of the requirement to zone the property when annexed into the City in accordance with Section 16-4-50 of the Municipal Code.

Fiscal Impact

There is no fiscal impact.

Planning Commission Recommendation

A public hearing with the Planning Commission was held July 28, 2025. The Commission recommended by a vote of 4-1 that Council approve the proposed High Density Residential (R-3) zoning for the 5-H LLC Annexation.

Staff Recommendation

Staff recommends the Planning Commission recommend City Council approve the proposed zoning of the property as R-3 High Density Residential as it is consistent with the comprehensive plan and will accommodate appropriate development densities to support the housing goals of the city.

Motion

A Councilmember should make a motion to, "combine and approve the items on the consent agenda setting second reading and the public hearing for Ordinance 2025-15 for August 19, 2025," followed by a second and a roll call vote.

Attachments: Ordinance 2025-15
Application Materials

City of Salida, Colorado
Ordinance No. 15
Series of 2025

An Ordinance of the City of Salida, Colorado Zoning Certain Real Property Known as the 5-H LLC Annexation as High Density Residential (R-3) Zone District

WHEREAS, on June 23, 2025, representatives of 5-H LLC, filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of a total of 15.06 acres in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, by Ordinance No. 14, Series of 2025 the City of Salida approved the 5-H LLC Annexation to the City; and;

WHEREAS, Petitioner has filed an application to zone the Property within the High Density Residential (R-3) zone district, and on July 28, 2025 the City of Salida Planning Commission considered the zoning application for the Property at a duly noticed public hearing and recommended that the City Council zone it as High Density Residential (R-3); and

WHEREAS, as required by the Salida Municipal Code, the public hearing on the zoning application for the 5-H LLC Annexation was held on August 19, 2025 at a regularly scheduled meeting of the Salida City Council.

Now, therefore, be it ordained by the City Council of the City of Salida, Colorado, that:

1. The aforementioned recitals are hereby fully incorporated herein.

2. The Property described on Exhibit A is hereby zoned R-3 High Density Residential.

3. Promptly following adoption of this Ordinance, the City Administrator shall cause the terms of this Ordinance to be incorporated into the Official Zoning Map of the City pursuant to Section 16-4-210 of the Salida Municipal Code. The signed original copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Chaffee County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Salida Land Use Regulations, SMC §16-1-10, et seq., to implement the provisions of this Ordinance.

INTRODUCED ON FIRST READING, on the 5th day of August, 2025, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 8th day of August, 2025, and set for second reading and public hearing on the 19th day of August, 2025.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the ____ day of _____, 20__.

CITY OF SALIDA, COLORADO

_____
Mayor

[SEAL]

ATTEST:

_____
City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the ____ day of _____, 20__, and BY TITLE ONLY, after final adoption on the ____ day of _____, 20__.

_____
City Clerk/Deputy City Clerk

EXHIBIT A

5H LLC ANNEXATION DESCRIPTION

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) and the Southwest Quarter of the Southeast Quarter (SW¼ SE¼) 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 Southeast corner (5/8-inch rebar with a 1½-inch aluminum cap stamped 'LS 16117) of Shavano Vista Subdivision (Reception No. 122596), from whence the witness corner (5/8-inch rebar with 2½-inch aluminum cap stamped "1/4 R9E T50N S31 over S6 T49N, 1997, 14.8 RM LS 16117) to the South ¼ corner of said Section 31 bears South 38°29'22" East 522.00 feet (South ¼ corner is South 14.8 feet from witness corner);

Thence South 88°50'17" East along the North boundary of Chaffee County Road No. 141, a distance of 266.08 feet to the point of beginning of the tract herein described, said point being marked by a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;

Thence proceeding around said tract, continuing South 88°50'17" East along said North county road boundary, 60.0 feet to a point on the West boundary of Cochetopa Estates, a subdivision located within the City of Salida, said point being marked by a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;

Thence North 01°03'10" East 258.69 feet to another 5/8-inch rebar with a 1 ½-inch aluminum cap stamped LS 16117 at the Northwest corner of said subdivision;

Thence South 88°55'28" East along the North boundary of Cochetopa Estates 528.84 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Southwest corner of Mesa Village No. 2, a subdivision located within the City of Salida;

Thence North 00°55'07" East along the West boundary of said Mesa Village No. 2 and a projection northerly, a distance of 399.31 feet to a 5/8-inch rebar with a 1¾-inch steel disc stamped '6753' at the Northwest corner of that certain tract of land described in Quiet Title Decree recorded in Book 473 at Page 570 of the Chaffee County records.

Thence South 89°56'32" East along the monumented north boundary of said tract described in quiet title decree a distance of 798.67 feet to a 1½-inch pipe, being a point on the monumented East boundary of the said SW¼ SE¼ of Section 30;

Thence North 00°01'18" East along said monumented east boundary, a distance of 290.96 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Southeast corner of Cottonwood Green, a subdivision located within the City of Salida;

Thence along the monumented north boundary of the said SW¼ SE¼ and SE¼ SW¼ the following:
First North 89°48'00" West 583.15 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped '487' at the Southwest corner of said Cottonwood Green, being common with the Southeast corner of Crestone Mesa, a subdivision located within the City of Salida.

Thence North 89°58’51” West 558.04 feet to another 5/8-inch rebar with a 1½-inch aluminum cap stamped ‘487’ at the Southwest corner of said Crestone Mesa, said corner being common with the Southeast corner of Rainbow Ridge, a subdivision located within Chaffee County;

Thence North 89°43’49” West 500.83 feet to another 5/8-inch rebar with a 1 ½-inch aluminum cap stamped ‘487’ at the Southwest corner of said Rainbow Ridge, being common with the Southeast corner of Vista Grande, a subdivision located within Chaffee County;

And thence North 89°31’25” West 10.75 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117 at the Northeast corner of said Shavano Vista Subdivision;

Thence leaving the north monumented boundary of the SE¼ SW¼, South 00°43’05” West along the East boundary of Spruce Street in said Shavano Estates, a distance of 140.20 feet to a 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;

Thence South 89°16’55” East 266.07 feet to another 5/8-inch rebar with a 1½-inch aluminum cap stamped LS 16117;

Thence South 00°43’05” West 737.75 feet to the point of beginning.
Containing 15.06 Acres, more or less.

Subject to easements of records or existing, including the rights of others to operate, repair and maintain the irrigation ditch crossing the tract.

Property description prepared by: Michael K. Henderson, Licensed Surveyor
June 17, 2025

LIMITED IMPACT & MAJOR IMPACT SUBMITTAL REQUIREMENTS

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

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

1. PROCEDURE (Section 16-3-80)

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

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

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

☑ 1. A General Development Application

☑ 2. A copy of a current survey or the duly approved and recorded subdivision plat covering the subject lots where the proposal is for development on previously subdivided or platted lots;

☑ 3. A brief written description of the proposed development signed by the applicant;

☑ 4. Special Fee and Cost Reimbursement Agreement completed. **major impact only*

☑ 5. Public Notice.

a) List. A list shall be submitted by the applicant to the city of adjoining property owners' names and addresses. A property owner is considered adjoining if it is within 175 feet of the subject property regardless of public ways. The list shall be created using the current Chaffee County tax records.

b) Postage Paid Envelopes. Each name on the list shall be written on a postage-paid envelope. Postage is required for up to one ounce. Return Address shall be: City of Salida, 448 E. First Street, Suite 112, Salida, CO 81201.

c) Applicant is responsible for posting the property and submittal of proof of posting the public notice.

☐ 6. Developments involving construction shall provide the following information:

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

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

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

c. Parking spaces;

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

e. Drainage improvements and drainage easements;

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

g. Any other improvements;

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

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

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

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

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

c. Profiles for municipal water lines; and

d. Street plans and profiles.

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

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

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

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

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

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

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

(iv) Engineering specifications for any improvements.

(v) A plan for erosion and sediment control, stabilization and revegetation.

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

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

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

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

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

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

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

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

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

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

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

(xiii) If applicable, a report shall be submitted identifying the location of the one-hundred-year floodplain and the drainageways 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;

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

☐ 11. 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 annexation and R3 zoning of the 5H parcel will allow for a pedestrian-oriented development with a diverse range of housing types. Future development will meet the city's inclusionary housing ordinance via rental units. The development will also provide natural affordability through its inclusion of smaller units and rental units. Infill is the most efficient, cost-effective type of development, and it is prioritized by the comprehensive plan. The city's adopted FLUM designates the parcel R2 or R3. Note that a future development plan will likely include a Planned Development application.

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.

A future development application will address this.

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

A future development application will address this.

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.

A future development application will address this.

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.

No nuisance conditions are anticipated.

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.

No deficiencies have been noted in meetings with city staff.

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.

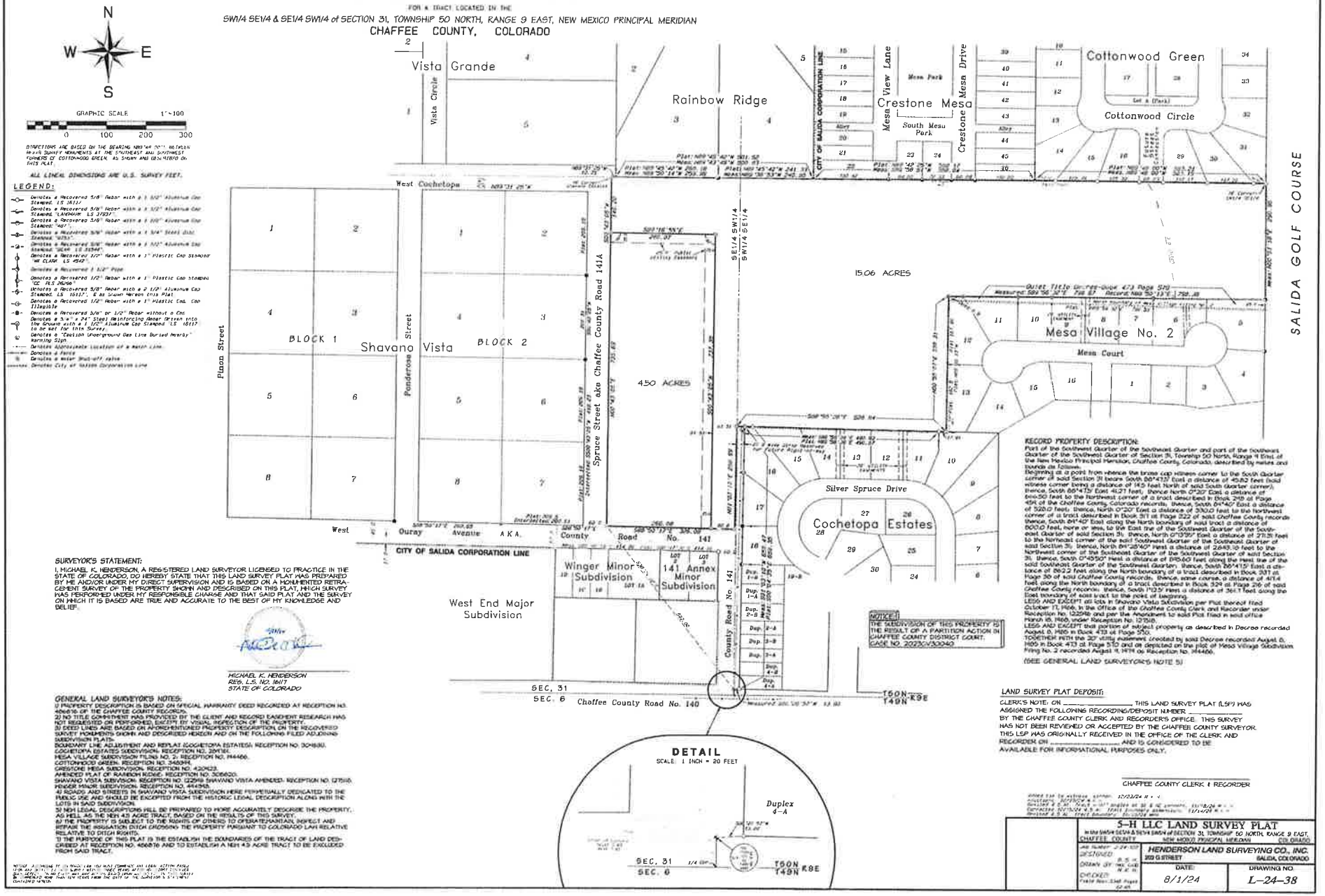
No significant deterioration anticipated.

5-H LLC LAND SURVEY PLAT

FOR A TRACT LOCATED IN THE

SW1/4 SE1/4 & SE1/4 SW1/4 of SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN

CHAFFEE COUNTY, COLORADO



RECORD PROPERTY DESCRIPTION:

Part of the Southeast Quarter of the Southwest Quarter and part of the Southwest Quarter of the Southwest Quarter of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, described by metes and bounds as follows:

Beginning at a point from whence the brass cap witness corner to the South Quarter corner of said Section 31 bears South 86°47'13" East a distance of 45.82 feet (said witness corner being a distance of 14.5 feet North of said South Quarter corner), thence, South 86°47'13" East 41.21 feet, thence North 0°20' East a distance of 644.50 feet to the Northwest corner of a tract described in Book 249 at Page 454 of the Chaffee County, Colorado records, thence, South 84°40' East a distance of 520.0 feet, thence, North 0°20' East a distance of 330.0 feet to the Northwest corner of a tract described in Book 311 at Page 222 of said Chaffee County records thence, South 84°40' East along the North boundary of said tract a distance of 800.0 feet, more or less, to the East line of the Southwest Quarter of the Southeast Quarter of said Section 31, thence, North 0°13'35" East a distance of 273.31 feet to the Northeast corner of the said Southwest Quarter of the Southeast Quarter of said Section 31, thence, North 84°25'40" West a distance of 2649.10 feet to the Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 31, thence, South 0°45'50" West a distance of 875.60 feet along the West line of the said Southeast Quarter of the Southwest Quarter, thence, South 86°47'13" East a distance of 86.22 feet along the North boundary of a tract described in Book 331 at Page 30 of said Chaffee County records, thence, some course, a distance of 47.4 feet along the North boundary of a tract described in Book 324 at Page 216 of said Chaffee County records, thence, South 11°03' West a distance of 36.1 feet along the East boundary of said tract to the point of beginning.

LESS AND EXCEPT all lots in Shavano Vista Subdivision per Plat thereof filed October 11, 1966, in the Office of the Chaffee County Clerk and Recorder under Reception No. 122948 and per the Amendment to said Plat filed in said office March 15, 1968, under Reception No. 127518.

LESS AND EXCEPT that portion of subject property as described in Decree recorded August 8, 1986 in Book 473 at Page 570.

TOGETHER WITH the 30' utility easement created by said Decree recorded August 8, 1986 in Book 473 at Page 570 and as depicted on the plat of Mesa Village Subdivision Filing No. 2 recorded August 9, 1974 as Reception No. 144466.

(SEE GENERAL LAND SURVEYOR'S NOTE 5)

NOTICE!!
THE SUBDIVISION OF THIS PROPERTY IS THE RESULT OF A PARTITION ACTION IN CHAFFEE COUNTY DISTRICT COURT. CASE NO. 2023CV00040

SURVEYOR'S STATEMENT:

I, MICHAEL K. HENDERSON, A REGISTERED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS LAND SURVEY PLAT WAS PREPARED BY ME AND/OR UNDER MY DIRECT SUPERVISION AND IS BASED ON A MONUMENTED RETRACEMENT SURVEY OF THE PROPERTY SHOWN AND DESCRIBED ON THIS PLAT, HIGH SURVEY WAS PERFORMED UNDER MY RESPONSIBLE CHARGE AND THAT SAID PLAT AND THE SURVEY ON WHICH IT IS BASED ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

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

GENERAL LAND SURVEYOR'S NOTES:

1) PROPERTY DESCRIPTION IS BASED ON OFFICIAL WARRANTY DEED RECORDED AT RECEPTION NO. 466616 OF THE CHAFFEE COUNTY RECORDS.
2) NO TITLE COMMITMENT HAS PROVIDED BY THE CLIENT AND RECORD EASEMENT RESEARCH HAS NOT REQUESTED OR PERFORMED, EXCEPT BY VISUAL INSPECTION OF THE PROPERTY.
3) DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTION, ON THE RECOVERED SURVEY MONUMENTS SHOWN AND DESCRIBED HEREON AND ON THE FOLLOWING FILED ADJOINING SUBDIVISION PLATS:
BOUNDARY LINE ADJUSTMENT AND REPLAT (COCHETOPA ESTATES): RECEPTION NO. 304880.
COCHETOPA ESTATES SUBDIVISION: RECEPTION NO. 204761.
MESA VILLAGE SUBDIVISION FILING NO. 2: RECEPTION NO. 144466.
COTTONWOOD GREEN: RECEPTION NO. 340894.
CRESTONE MESA SUBDIVISION: RECEPTION NO. 420423.
AMENDED PLAT OF RAINBOW RIDGE: RECEPTION NO. 309620.
SHAVANO VISTA SUBDIVISION: RECEPTION NO. 122948 SHAVANO VISTA AMENDED: RECEPTION NO. 127518.
WINGER MINOR SUBDIVISION: RECEPTION NO. 414393.
4) ROADS AND STREETS IN SHAVANO VISTA SUBDIVISION WERE PERMENTANTLY DEDICATED TO THE PUBLIC USE AND SHOULD BE EXCEPTED FROM THE HISTORIC LEGAL DESCRIPTION ALONG WITH THE LOTS IN SAID SUBDIVISION.
5) NEW LEGAL DESCRIPTIONS WILL BE PREPARED TO MORE ACCURATELY DESCRIBE THE PROPERTY, AS WELL AS THE NEW 4.5 ACRE TRACT, BASED ON THE RESULTS OF THIS SURVEY.
6) THE PROPERTY IS SUBJECT TO THE RIGHTS OF OTHERS TO OPERATE/MAINTAIN, INSPECT AND REPAIR THE IRRIGATION DITCH CROSSING THE PROPERTY PURSUANT TO COLORADO LAW RELATIVE RELATIVE TO DITCH RIGHTS.
7) THE PURPOSE OF THIS PLAT IS TO ESTABLISH THE BOUNDARIES OF THE TRACT OF LAND DESCRIBED AT RECEPTION NO. 466616 AND TO ESTABLISH A NEW 4.5 ACRE TRACT TO BE EXCLUDED FROM SAID TRACT.

LAND SURVEY PLAT DEPOSIT:

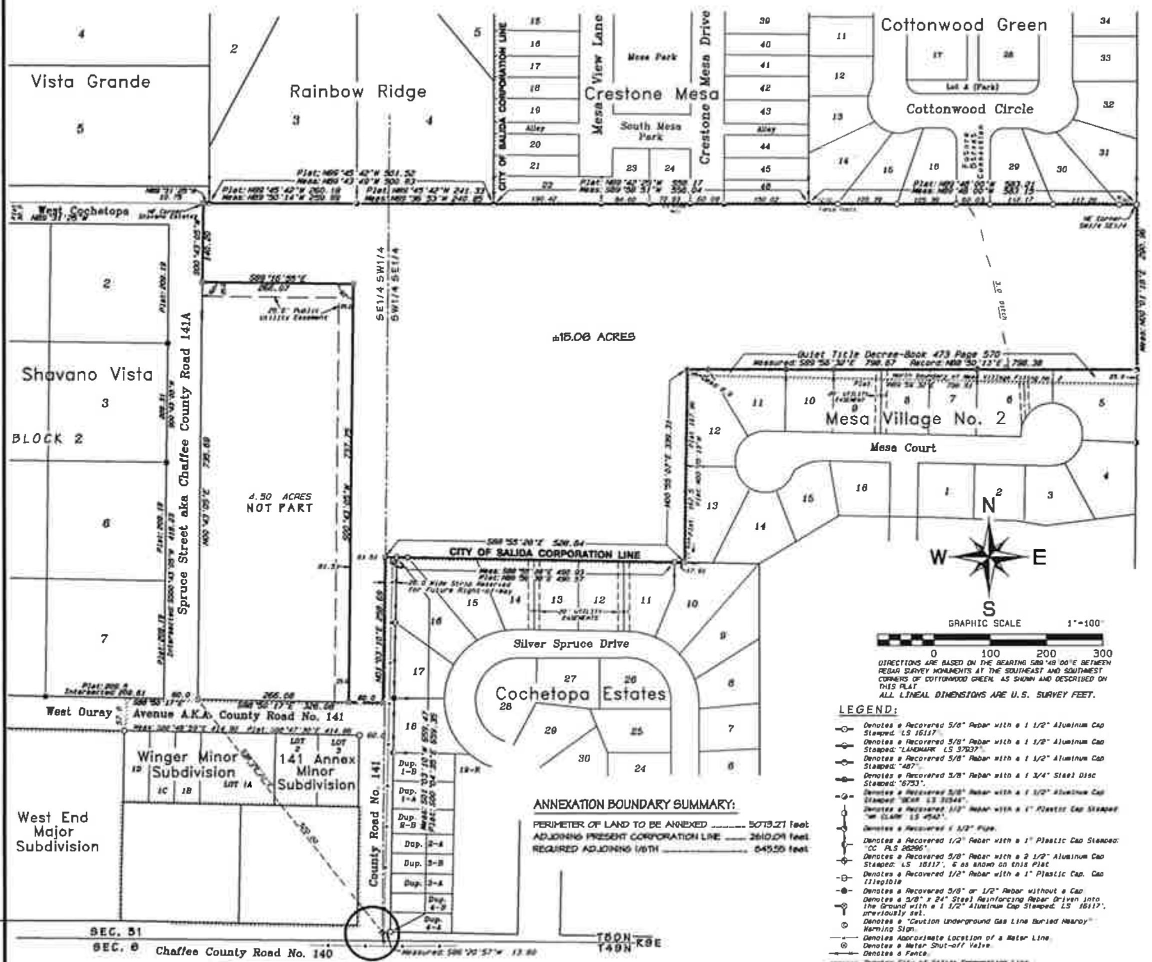
CLERK'S NOTE: ON _____ THIS LAND SURVEY PLAT (LSP) WAS ASSIGNED THE FOLLOWING RECORDING/DEPOSIT NUMBER _____ BY THE CHAFFEE COUNTY CLERK AND RECORDER'S OFFICE. THIS SURVEY HAS NOT BEEN REVIEWED OR ACCEPTED BY THE CHAFFEE COUNTY SURVEYOR. THIS LSP WAS ORIGINALLY RECEIVED IN THE OFFICE OF THE CLERK AND RECORDER ON _____ AND IS CONSIDERED TO BE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY.

CHAFFEE COUNTY CLERK & RECORDER

5-H LLC LAND SURVEY PLAT IN THE SW1/4 SE1/4 & SE1/4 SW1/4 OF SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST, CHAFFEE COUNTY NEW MEXICO PRINCIPAL MERIDIAN COLORADO		
DESIGNED	HENDERSON LAND SURVEYING CO., INC. 200 G STREET SALIDA, COLORADO	
DRAWN BY	DATE: 8/1/24	DRAWING NO. L-24-38
CHECKED		

5-H LLC ANNEXATION PLAT

FOR A TRACT LOCATED IN THE
SW1/4 SE1/4 & SE1/4 SW1/4 of SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN
CHAFFEE COUNTY, COLORADO



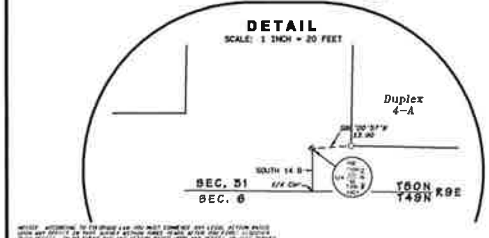
DIRECTIONS ARE BASED ON THE BEARING S89°48'00"E BETWEEN REBAR SURVEY MONUMENTS AT THE SOUTHEAST AND SOUTHWEST CORNERS OF COTTONWOOD GREEN, AS SHOWN AND DESCRIBED ON THIS PLAT.
ALL LINEAL DIMENSIONS ARE U.S. SURVEY FEET.

LEGEND:

- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped "LS 16117".
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped: "LANDMARK LS 37937".
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped: "487".
- Denotes a Recovered 5/8" Rebar with a 1 3/4" Steel Disc Stamped: "6753".
- Denotes a Recovered 5/8" Rebar with a 1 1/2" Aluminum Cap Stamped "BCAM LS 31544".
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap Stamped "W CLARK LS 4542".
- Denotes a Recovered 1 1/2" Pipe.
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap Stamped: "CC PLS 26296".
- Denotes a Recovered 5/8" Rebar with a 2 1/2" Aluminum Cap Stamped: "LS 16117", & as shown on this Plat.
- Denotes a Recovered 1/2" Rebar with a 1" Plastic Cap. Cap Illegible.
- Denotes a Recovered 5/8" or 1/2" Rebar without a Cap.
- Denotes a 5/8" x 24" Steel Reinforcing Rebar Driven into the Ground with a 1 1/2" Aluminum Cap Stamped: "LS 16117", previously set.
- Denotes a "Caution Underground Gas Line Buried Nearby" Warning Sign.
- Denotes Approximate Location of a Water Line.
- Denotes a Water Shut-off Valve.
- Denotes a Fence.
- Denotes City of Salida Corporation Line.

ANNEXATION BOUNDARY SUMMARY:

PERIMETER OF LAND TO BE ANNEXED ...... 5073.21 feet
ADJOINING PRESENT CORPORATION LINE ...... 2610.09 feet
REQUIRED ADJOINING 1/6TH ...... 845.55 feet



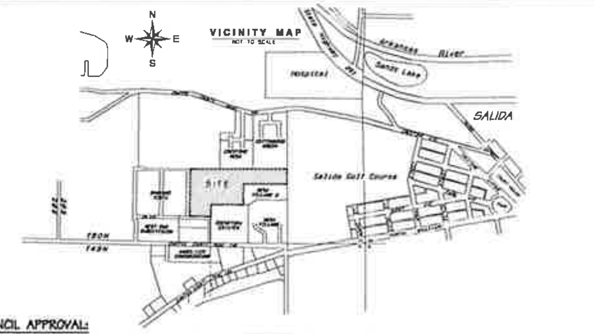
LAND SURVEYOR'S CERTIFICATE:

I, MICHAEL K. HENDERSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN HEREON WERE RECOVERED AS INDICATED, AND THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF SAID SURVEY TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THAT AT LEAST ONE-SIXTH OF THE PERIMETER BOUNDARIES OF THE TRACT TO BE ANNEXED ARE ADJACENT TO THE PRESENT CITY OF SALIDA CORPORATION LINE.
DATED THIS ____ DAY OF __________, 202__.

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

GENERAL LAND SURVEYOR'S NOTES:

1) ANNEXATION DESCRIPTION WAS PREPARED BY MICHAEL K. HENDERSON AND IS BASED ON EXHIBIT C OF CHAFFEE COUNTY DISTRICT COURT ORDER, JUDGMENT AND DECREE FOR PATITITION OF PROPERTY RECORDED AT RECEPTION NO. 448481.
2) DEED LINES ARE BASED ON AFOREMENTIONED PROPERTY DESCRIPTION AND ON THE LOCATIONS OF THE RECOVERED REBAR SURVEY MONUMENTS SHOWN AND DESCRIBED HEREON AND ON THE RESULTS OF THIS SURVEY AS SHOWN ON THE 5-H LLC LAND SURVEY PLAT DEPOSITED WITH THE CHAFFEE COUNTY LAND SURVEY PLATS AS SUR ____.



CITY COUNCIL APPROVAL:

WHEREAS THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX THE TERRITORY DESCRIBED HEREIN BY 5-H LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNERS OF 100% OF THE AREA TO BE ANNEXED;
AND
WHEREAS, THE CITY COUNCIL, BY RESOLUTION ADOPTED __________, 202__, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIED WITH THE REQUIREMENTS OF SECTION 31-12-107(1), C.R.S.; AND
WHEREAS, AFTER PUBLISHED NOTICE AND PUBLIC HEARING ON __________, 202__, AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NUMBER ______ (SERIES OF 202__), DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTION 31-12-104 AND 105, C.R.S., AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED;
AND
WHEREAS, ON __________, 202__, THE CITY COUNCIL ADOPTED ORDINANCE NUMBER ______ (SERIES OF 202__), APPROVING AND ANNEXING 5-H LLC ANNEXATION TO THE CITY OF SALIDA.
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE 5-H LLC ANNEXATION DESCRIBED HEREIN, TO WIT, THE TERRITORY COMPRISING 15.06 ACRES, MORE OR LESS, AND BEING DESCRIBED AS FOLLOWS:

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) and the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) 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 Southeast corner (5/8-inch rebar with 1 1/2-inch aluminum cap stamped "LS 16117") of Shavano Vista Subdivision (Reception No. [illegible]), from whence the witness corner (5/8-inch rebar with 2 1/2-inch aluminum cap stamped "1/4 T50N R9E S31 over S6 T49N, [illegible] LS 16117") to the South 1/4 corner of said Section 31 bears South 58°29'22" East 522.00 feet (South 1/4 corner is South 14.8 feet from witness corner); thence South 88°50'17" East along the North boundary of Chaffee County Road No. 141, a distance of 266.08 feet to the point of beginning of the tract herein described, said point being marked by a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16117"; thence proceeding around the tract, continuing South 88°50'17" East along said north county road boundary, 60.0 feet to a point on the West boundary of Cochetopa Estates, a subdivision located within the City of Salida, said point being marked by a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16117"; thence North 01°03'10" East 258.69 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16117" at the Northwest corner of said subdivision; thence South 88°55'26" East along the North boundary of Cochetopa Estates 520.64 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap at the Southwest corner of Mesa Village No. 2, a subdivision located within the City of Salida; thence North 00°55'07" East along the West boundary of said Mesa Village No. 2 and a projection northerly, a distance of 399.31 feet to a 5/8-inch rebar with a 1 3/4-inch steel disc stamped "6753" at the Northwest corner of that certain tract of land described in Quiet Title Decree recorded in Book 473 at Page 570 of the Chaffee County records; thence South 89°56'32" East along the monumented north boundary of said tract described in quiet title decree a distance of 798.67 feet to a 1 1/2-inch pipe, being a point on the monumented East boundary of the said SW1/4 SE1/4 of Section 31; thence North 00°01'18" East along said monumented east boundary, a distance of 290.56 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16117" at the Southeast corner of Cottonwood Green, a subdivision located within the City of Salida; thence along the monumented north boundary of the SW1/4 SE1/4 and SE1/4 SW1/4 the following: First North 89°48'00" West 568.15 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "487" at the Southwest corner of said Cottonwood Green, being common with the Southeast corner of Crestone Mesa, a subdivision located in the City of Salida; thence North 89°50'51" West 350.04 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "487" at the Southwest corner of said Crestone Mesa, said corner being common with the Southeast corner of Rainbow Ridge, a subdivision located within Chaffee County; thence North 89°45'44" West 500.83 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "487" at the Southwest corner of said Rainbow Ridge, being common with the Southeast corner of Vista Grande, a subdivision located within Chaffee County AND thence North 89°51'25" West 10.75 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16117" at the Northeast corner of Shavano Vista Subdivision; thence leaving said monumented north boundary of the SE1/4 SW1/4, South 00°43'05" West along the East boundary of Spruce Street in said Shavano Estates, a distance of 140.20 feet to a 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16117"; thence South 89°16'55" East 266.07 feet to another 5/8-inch rebar with a 1 1/2-inch aluminum cap stamped "LS 16117"; thence South 00°43'05" West 737.35 feet to the point of beginning.
Containing 15.06 Acres.

SUBJECT TO THE TERMS AND CONDITIONS OF THE ANNEXATION AGREEMENT RECORDED AT RECEPTION NO. ______ OF THE CHAFFEE COUNTY RECORDS.

APPROVED THIS ____ DAY OF __________, 202__.

BY: ____________________
MAYOR OF THE CITY OF SALIDA

OWNERS:

5-H LLC, A COLORADO LIMITED LIABILITY COMPANY
130 WEST 2ND STREET, SUITE 1
Salida, CO. 81201

OWNERS CERTIFICATE:

THIS IS TO CERTIFY THAT THE UNDERSIGNED, BEING THE OWNER OF 100% OF THE PROPERTY DESCRIBED AND SHOWN HEREON DESIRE AND APPROVE OF THE ANNEXATION OF SAID PROPERTY TO THE CITY OF SALIDA.

5-H LLC, A COLORADO LIMITED LIABILITY COMPANY

____
L. Britt Hughes, Manager

STATE OF COLORADO)
) SS
COUNTY OF CHAFFEE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF __________, 202__.
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES __________

NOTARY PUBLIC: __________
ADDRESS:

CITY OF SALIDA CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS EXECUTED ANNEXATION MAP, ALONG WITH THE ORIGINAL ANNEXATION ORIDINANCE FOR THE 5-H LLC ANNEXATION HAS ACCEPTED FOR FILING IN MY OFFICE ON THE ____ DAY OF __________, 202__.

____
CITY CLERK

CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE:

I HEREBY CERTIFY THAT A CERTIFIED COPY OF THIS ANNEXATION MAP AND A CERTIFIED COPY OF THE ANNEXATION ORDINANCE FOR THE 5-H LLC ANNEXATION TO THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, WERE ACCEPTED AND FILED IN MY OFFICE ON THIS ______ DAY OF ______, 20__ UNDER RECEPTION NUMBER(S) ______.

____
CHAFFEE COUNTY CLERK AND RECORDER

5-H LLC ANNEXATION PLAT		
in the SW1/4 SE1/4 & SE1/4 SW1/4 of SECTION 31, TOWNSHIP 50 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CHAFFEE COUNTY, COLORADO		
Job Number: J-25-011 DESIGNED: B.S.K. DRAWN BY: MKD CAD K.C.H. CHECKED: Field Book 5346 Pages 62-65	HENDERSON LAND SURVEYING CO., INC. 203 G STREET, SALIDA, COLORADO	
	DATE: 5/29/25	DRAWING NO. L-25-19

City Council Action Form

Department	Presented By	Date
Administration	Kristi Keller - City Clerk	August 5, 2025

Agenda Item

New Hotel and Restaurant Liquor License for Siam Noodles, Inc, dba Siam Noodles at 216 North F Street.

Background

A new Colorado Hotel and Restaurant Liquor License application was filed with the City Clerk on June 9, 2025. The Notice of Public Hearing was published on June 27, 2025 in the Mountain Mail and the premises was posted on July 24, 2025.

All proper fees have been remitted to the City and State of Colorado. Individual history records and the Colorado Bureau of Investigation background checks have been reviewed by staff with no issues.

Police and Fire Inspections will be scheduled if the liquor license is approved.

Recommendation

Staff recommends that the Liquor Licensing Authority approve a new Hotel and Restaurant Liquor License request for Siam Noodles at 216 North F Street.

Fiscal Impact

There is no fiscal impact.

Motion

Following a public hearing on the matter, a Liquor Authority Member should state “I move to _____ a new Hotel and Restaurant Liquor License request for Siam Noodles at 216 North F Street,” followed by a second and a roll call vote.

PUBLIC NOTICE

PUBLIC NOTICE PURSUANT TO THE LIQUOR LAWS OF COLORADO

Pursuant to the Liquor Laws of the State of Colorado, Siam Noodles Inc, has requested the Local Licensing Authority of the City of Salida, Colorado grant a Hotel and Restaurant (City) liquor license to to sell malt, vinous and spirituous liquors for consumption on premises at 216 North F Street, Salida, CO 81201.

A hearing on the application, received June 9, 2025, will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, August 5, 2025. At said time and place, any interested persons may appear to be heard for or against the granting of said license.

LOCAL LICENSING AUTHORITY
Kristi Jefferson, City Clerk

Premises to be Posted by July 24, 2025
Publish in Mountain Mail on June 27, 2025

NOTICE
PURSUANT TO THE LIQUOR LAWS OF COLORADO
Siam Noodles, Inc.
216 North F Street
Salida, CO 81201
HAS REQUESTED THE LICENSING OFFICIALS OF City of Salida
TO Approve a new Hotel and Restaurant Liquor License
LICENSE AT: 216 North F Street, Salida, CO 81201
HEARING ON APPLICATION TO BE HELD AT:
City Council Chambers
448 E First Street, Ste. 119, Salida, CO 81201
TIME AND DATE: August 5, 2025 at 6:00 pm
DATE OF APPLICATION: June 9 , 20 25
BY ORDER OF: City of Salida
OFFICERS: Soranai Srasom and Pimara Wipanngern
ADDRESS OF THE PLACE AT WHICH PETITIONS OR REMONSTRANCES MAY BE FILED
COLORADO
Siam
NOODLES
THAI TEA BOBA
THE BAND OF HEATHENS
Drink *
Thai tea boba
milk tea boba
milk greentea boba
3 get 1 free*

DR 8404 (03/26/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Colorado Liquor Retail License Application

*** Note that the Division will not accept cash** ☒ **Paid by Check** ☐ **Paid Online**

Date Uploaded to MoveIt June 27, 2025

☐ **New License** ☒ **New-Concurrent** ☐ **Transfer of Ownership** ☐ **State Property Only** ☐ **Master file**

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

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

Applicant Name If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
SIAM NOODLES INC

FEIN Number: 33-2503698
State Sales Tax Number: 96537562-0001

Trade Name of Establishment (DBA): SIAM NOODLES
Business Telephone: 719-207 4699

Address of Premises (specify exact location of premises, include suite/unit numbers): 216 N F St

City: SALIDA
County: CHAFFEE
State: CO
ZIP Code: 81201

Mailing Address (Number and Street): 216 N F St
City or Town: SALIDA
State: CO
ZIP Code: 81201

Email Address: fasai83@Hotmail.com

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

Present Trade Name of Establishment (DBA):

Present State License Number:
Present Class of License:
Present Expiration Date:

Section A Nonrefundable application fees*

- [ ] Application Fee for New License $1,100.00
- [ ] Application Fee for New License with Concurrent Review $1,200.00
- [ ] Application Fee for Transfer $1,100.00

Section B Liquor License Fees*

- [ ] Add Optional Premises to H & R ..... $100.00 X [ ] Total [ ]
- [ ] Add Sidewalk Service Area $75.00
- [ ] Arts License (City) $308.75
- [ ] Arts License (County) $308.75
- [ ] Beer and Wine License (City) $351.25
- [ ] Beer and Wine License (County) $436.25
- [ ] Brew Pub License (City) $750.00
- [ ] Brew Pub License (County) $750.00
- [ ] Campus Liquor Complex (City) $500.00
- [ ] Campus Liquor Complex (County) $500.00
- [ ] Campus Liquor Complex (State) $500.00
- [ ] Club License (City) $308.75
- [ ] Club License (County) $308.75
- [ ] Distillery Pub License (City) $750.00
- [ ] Distillery Pub License (County) $750.00
- [x] Hotel and Restaurant License (City) $500.00
- [ ] Hotel and Restaurant License (County) $500.00
- [ ] Hotel and Restaurant License with one optional premises (City) $600.00
- [ ] Hotel and Restaurant License with one optional premises (County) $600.00

Section B Liquor License Fees* (Continued)

- ☐ Liquor–Licensed Drugstore (City) $227.50
- ☐ Liquor–Licensed Drugstore (County) $312.50
- ☐ Lodging & Entertainment - L&E (City) $500.00
- ☐ Lodging & Entertainment - L&E (County) $500.00
- ☐ Manager Registration - H & R $30.00
- ☐ Manager Registration - Tavern $30.00
- ☐ Manager Registration - Lodging & Entertainment $30.00
- ☐ Manager Registration - Campus Liquor Complex $30.00
- ☐ Optional Premises License (City) $500.00
- ☐ Optional Premises License (County) $500.00
- ☐ Racetrack License (City) $500.00
- ☐ Racetrack License (County) $500.00
- ☐ Resort Complex License (City) $500.00
- ☐ Resort Complex License (County) $500.00
- ☐ Related Facility - Campus Liquor Complex (City) $160.00
- ☐ Related Facility - Campus Liquor Complex (County) $160.00
- ☐ Related Facility - Campus Liquor Complex (State) $160.00
- ☐ Retail Gaming Tavern License (City) $500.00
- ☐ Retail Gaming Tavern License (County) $500.00
- ☐ Retail Liquor Store License - Additional (City) $227.50
- ☐ Retail Liquor Store License - Additional (County) $312.50
- ☐ Retail Liquor Store (City) $227.50

Section B Liquor License Fees* (Continued)

- ☐ Retail Liquor Store (County) $312.50
- ☐ Tavern License (City) $500.00
- ☐ Tavern License (County) $500.00
- ☐ Vintners Restaurant License (City) $750.00
- ☐ Vintners Restaurant License (County) $750.00

Questions? Visit: SBG.Colorado.gov/Liquor for more information

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

Liability Information

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

Application Documents Checklist and Worksheet

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

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- ☐ Applicant/Licensee identified
- ☐ State sales tax license number listed or applied for at time of application
- ☐ License type or other transaction identified
- ☐ Return originals to local authority (additional items may be required by the local licensing authority)
- ☐ All sections of the application need to be completed
- ☐ Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises

- ☐ No larger than 8½" X 11"
- ☐ Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☐ Separate diagram for each floor (if multiple levels)
- ☐ Return originals to local authority (additional items may be required by the local licensing authority)
- ☐ Kitchen - identified if Hotel and Restaurant
- ☐ Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- ☐ Deed in name of the applicant (or) (matching Applicant Name provided on page 1) date stamped / filed with County Clerk
- ☐ Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- ☐ Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ Other agreement if not deed or lease. (matching Applicant Name provided on page 1)

IV. Background information (DR 8404-I) and financial documents

- [ ] Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)

- [ ] Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State
  Do not complete fingerprint cards prior to submitting your application.
  The Vendors are as follows:
  IdentoGO
  Appointment Scheduling Website: *https://uenroll.identogo.com/workflows/25YQHT*
  Phone: 844-539-5539 (toll-free)
  IdentoGO FAQs: *https://www.colorado.gov/pacific/cbi/identification-faqs*
  State Liquor Code for IdentoGO: 25YQHT
  Colorado Fingerprinting
  Appointment Scheduling Website: *http://www.coloradofingerprinting.com/cabs/*
  Phone: 720-292-2722 833-224-2227 (toll free)
  State Liquor Code for Colorado Fingerprinting: C030LIQI

- [ ] Purchase agreement, stock transfer agreement, and/or authorization to transfer license

- [ ] List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)

- [ ] Form DR 4679 Lawful Presence Affidavit

- [ ] Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- [ ] Certificate of Incorporation

- [ ] Certificate of Good Standing

- [ ] Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

- [ ] Partnership Agreement (general or limited).

- [ ] Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

- [ ] Copy of articles of organization

- [ ] Certificate of Good Standing

- [ ] Copy of Operating Agreement (if applicable)

- [ ] Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- [ ] $30.00 fee

- [ ] If owner is managing, no fee required

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? ○ Yes ☒ No

2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):

   a. Been denied an alcohol beverage license? ○ Yes ☒ No

   b. Had an alcohol beverage license suspended or revoked? ○ Yes ☒ No

   c. Had interest in another entity that had an alcohol beverage license suspended or revoked? ○ Yes ☒ No

   If you answered yes to a, b or c above, explain in detail on a separate sheet.

3. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? ○ Yes ☒ No

If "yes", explain in detail.

4. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ○ Yes ☒ No

or

Waiver by local ordinance? ○ Yes ☒ No

Other

5. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ○ Yes ☒ No

6. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... ○ Yes ☒ No

For additional Retail Liquor Store only.

a. Was your Retail Liquor Store License issued on or before January 1, 2016?.... ○ Yes ☒ No

b. Are you a Colorado resident?..... ○ Yes ☒ No

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any **current** financial interest in said business including any loans to or from a licensee..... ○ Yes ☒ No

8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?..... ☒ Yes ○ No

○ Ownership ☒ Lease ○ Other (Explain in detail) [ ]

a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord	Tenant	Expires
Julie Nedrow	Soranai Srasom	01/01/2030

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9..... ○ Yes ☒ No

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

9. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	
SRASOM	SORANAI	
Date of Birth (MM/DD/YY)	**FEIN or SSN Number**	**Interest/Percentage**
[redacted]	[redacted]	51%
Last Name	**First Name**	
WIPANNGEIRN	PIMARA	
Date of Birth (MM/DD/YY)	**FEIN or SSN Number**	**Interest/Percentage**
[redacted]	[redacted]	49%
Last Name	**First Name**	
Date of Birth (MM/DD/YY)	**FEIN or SSN Number**	**Interest/Percentage**

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:
Has a local ordinance or resolution authorizing optional premises been adopted?.... ○ Yes ☒ No

Number of additional Optional Premise areas requested. (See license fee chart) [ ]

For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

11. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?..... ○ Yes ☒ No

If "yes" a copy of license must be attached.

12. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?..... ○ Yes ☒ No

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?..... ○ Yes ☒ No

c. How long has the club been incorporated?.....

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?..... ○ Yes ☒ No

13. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)..... ○ Yes ☒ No

14. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education?..... ○ Yes ☒ No

b. Is the applicant a person who contracts with the institution of higher education to provide food services?..... ○ Yes ☒ No

If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

15. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
N/A	

16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number..... ○ Yes ○ No

Name

N/A

Type of License	Account Number

17. Related Facility - Campus Liquor Complex applicants answer the following:

a. Is the related facility located within the boundaries of the Campus Liquor Complex?..... ○ Yes ☒ No

If yes, please provide a map of the geographical location within the Campus Liquor Complex.

If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility - Campus Liquor Complex

Last Name of Manager	First Name of Manager
N/A	

18. Tax Information.

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... ○ Yes ☒ No

b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... ○ Yes ☒ No

If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant. All persons listed below** must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Date of Birth (MM/DD/YY)
SORANAI SRASOM	[redacted]

Street Address
[redacted]

City	State	ZIP Code	Position	%Owned
[redacted]	[redacted]	[redacted]	President	51.

Name	Date of Birth (MM/DD/YY)
PIMARA WIPANNGERN	[redacted]

Street Address
[redacted]

City	State	ZIP Code	Position	%Owned
[redacted]	[redacted]	[redacted]	Vice President	49

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	%Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	%Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	%Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Printed Name	Title
SORANAI SRASOM	President

Authorized Signature	Date (MM/DD/YY)
	04/15/25

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
June 9, 2025	August 5, 2025

For Transfer Applications Only - Is the license being transferred valid?..... ○ Yes ○ No

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

☒ Fingerprinted

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

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

○ Date of inspection or anticipated date _____

⊗ Will conduct inspection upon approval of state licensing authority

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000? ..... ○ Yes ☒ No

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000? ..... ○ Yes ☒ No

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? ..... ○ Yes ☒ No

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

Local Licensing Authority for	Telephone Number	☒ Town, City ○ County
City of Salida	(719) 530-2626	

Printed Name	Title
Signature	**Date (MM/DD/YY)**
Printed Name	**Title**
Signature	**Date (MM/DD/YY)**

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, SORANAI SRASOM

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

SORANAI SRASOM

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/ Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

SIAM NOODLES INC

Social Security Number/Tax Identification Number

[redacted]

Home Phone Number

[redacted]

Business/Work Phone Number

719-2074699

Street Address

216 N F ST

City

SALIDA

State

CO

ZIP Code

81201

Printed name of person signing on behalf of the Applicant/Licensee

SORANAI SRASOM

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed

04/15/25

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

DR 8404-I (03/06/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO Box 17087
Denver CO 80217-0087
(303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

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Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

Name of Business
Siam Noodles INC

Home Phone Number
[redacted]

Cellular Number
[redacted]

Your Full Name (last, first, middle)
Srasom Soranai

List any other names you have used
N/A

Mailing address (if different from residence)
[redacted]

Email Address
fasai83@Hotmail.com

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number
[redacted]

Current City, State, ZIP
[redacted]

From:
2023

To:
Present.

Previous Street and Number
[redacted]

Previous City, State, ZIP
[redacted]

From:
2019

To:
2023

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business
Siam Noodles
Address (Street, Number, City, State, ZIP)
216 N F Street, Salida, CO 81201
Position Held
Owner, Chef.
From: 04/04/25
To: Present.

Name of Employer or Business
Sushi Thai Salida
Address (Street, Number, City, State, ZIP)
123 West 1st St, Salida, CO 81201
Position Held
Chef
From: 2023
To: 04/03/25

Name of Employer or Business
Sushi Siam Taos
Address (Street, Number, City, State, ZIP)
106 Paseo Del Pueblo Norte, Taos, NM 87571
Position Held
Chef
From: 2019
To: 2023

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative
Relationship to You:
Position Held
Name of Licensee

Name of Relative
Relationship to You:
Position Held
Name of Licensee

Individual History Record (Continued)

Name of Relative	Relationship to You:
Position Held	**Name of Licensee**
Name of Relative	**Relationship to You:**
Position Held	**Name of Licensee**

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? ..... ○ Yes ☒ No

(If yes, answer in detail.)

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? ..... ○ Yes ☒ No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? ..... ○ Yes ☒ No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? ..... ○ Yes ☒ No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... ○ Yes ☒ No

(If yes, answer in detail.)

Personal and Financial Information

Unless otherwise provided by law, the personal information required in this section will be treated as confidential. The personal information required in this section is solely for identification purposes.

Date of Birth [redacted]

Social Security Number [redacted]

Place of Birth [redacted]

U.S. Citizen ☒ Yes ○ No

If Naturalized, state where [redacted]

When [redacted]

Name of District Court [redacted]

Naturalization Certificate Number [redacted]

Date of Certification [redacted]

If an Alien, Give Alien's Registration Card Number N/A

Permanent Residence Card Number N/A

Height [redacted]

Weight [redacted]

Hair Color [redacted]

Eye Color [redacted]

Gender [redacted]

Do you have a current Driver's License/ID? If so, give number and state. ..... CO ☒ Yes ○ No

Driver's License Number [redacted]

Driver's License State COLORADO

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other..... Ø

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid..... Ø

NOTE: If corporate investment only, please skip to and complete question 12
NOTE: Question 10 should reflect the total of questions 11 and 13

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment

Loans

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Loans

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Loans

Account Type

Bank Name

Amount

13. Loan Information (Attach copies of all notes or loans)

Name of Lender

Address

Term

Security

Amount

Personal and Financial Information (Continued)

Name of Lender		Address
Term	**Security**	**Amount**
Name of Lender		**Address**
Term	**Security**	**Amount**
Name of Lender		**Address**
Term	**Security**	**Amount**

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature

Print Signature

SORANAI SRASOM

Title	Date (MM/DD/YY)
President	04/15/25

DR 8404-I (03/06/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO Box 17087
Denver CO 80217-0087
(303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

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Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

Name of Business
SIAM NOODLES INC

Home Phone Number
[redacted]

Cellular Number
[redacted]

Your Full Name (last, first, middle)
WIPANNGERN PIMARA.

List any other names you have used
N/A

Mailing address (if different from residence)
[redacted]

Email Address
[redacted]

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number
[redacted]

Current City, State, ZIP
[redacted]

From:
2023

To:
Present

Previous Street and Number
[redacted]

Previous City, State, ZIP
[redacted]

From:
2019

To:
2023

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business
Siam Noodles
Address (Street, Number, City, State, ZIP)
216 N F Street, Salida, CO 81201
Position Held
Owner.
From: 04/04/25
To: Present

Name of Employer or Business
Sushi Thai Salida
Address (Street, Number, City, State, ZIP)
123 West 1st St, Salida, CO 81201
Position Held
Owner.
From: 2022
To: 04/03/25

Name of Employer or Business
Sushi Siam Taos
Address (Street, Number, City, State, ZIP)
106 Paseo Del Pueblo Norte, Taos, NM 87571
Position Held
Owner
From: 2019
To: 2023

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative
Relationship to You:
Position Held
Name of Licensee

Name of Relative
Relationship to You:
Position Held
Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? ..... ○ Yes ☒ No

(If yes, answer in detail.)

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? ..... ○ Yes ☒ No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? ..... ○ Yes ☒ No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? ..... ○ Yes ☒ No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... ○ Yes ☒ No

(If yes, answer in detail.)

Personal and Financial Information

Unless otherwise provided by law, the personal information required in this section will be treated as confidential. The personal information required in this section is solely for identification purposes.

Date of Birth [redacted]

Social Security Number [redacted]

Place of Birth [redacted]

U.S. Citizen ☒ Yes ○ No

If Naturalized, state where [redacted]

When [redacted]

Name of District Court [redacted]

Naturalization Certificate Number

Date of Certification

If an Alien, Give Alien's Registration Card Number N/A

Permanent Residence Card Number

Height [redacted]

Weight

Hair Color

Eye Color

Gender

Do you have a current Driver's License/ID? If so, give number and state. ..... ☒ Yes ○ No

Driver's License Number [redacted]

Driver's License State New Mexico

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other..... Ø

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid..... Ø

NOTE: If corporate investment only, please skip to and complete question 12
NOTE: Question 10 should reflect the total of questions 11 and 13

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment

Loans

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Loans

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Loans

Account Type

Bank Name

Amount

13. Loan Information (Attach copies of all notes or loans)

Name of Lender

Address

Term

Security

Amount

Personal and Financial Information (Continued)

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature

PIMARA

Print Signature

PIMARA WIPANNGERN.

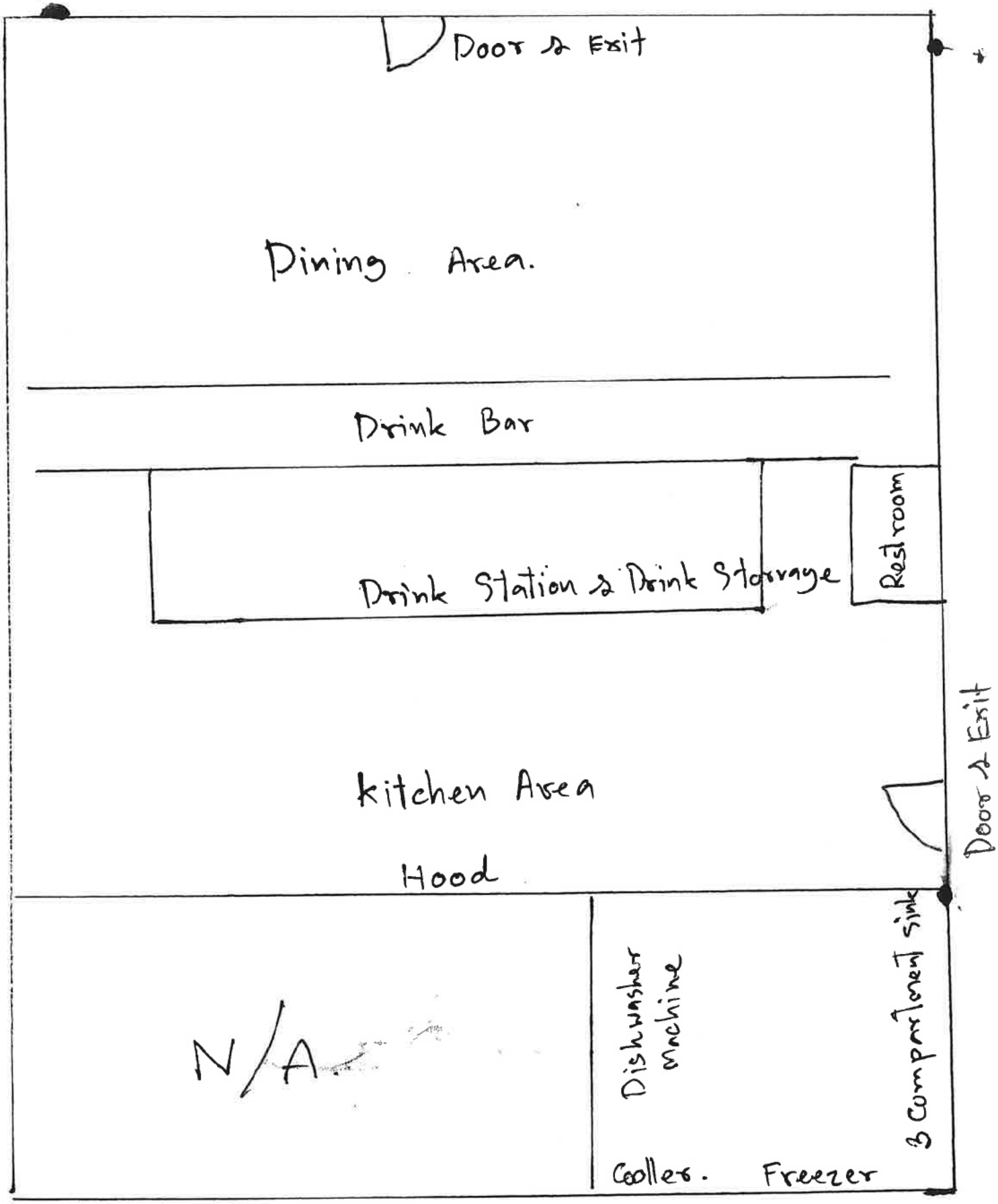
Title

Vice President

Date (MM/DD/YY)

04/15/25

Siam Noodles Floor Plans



COMMERCIAL LEASE

JH / PW

THIS LEASE, is made and entered into this 1st day of January, ~~2024~~ 2025 by and between 216 North F Street, Salida, LLC, as Landlord, and SIAM NOODLES SALIDA INC, as Tenant;

1. Premises. In consideration of the payment of the rent hereinafter provided for and the keeping and performance of the covenants and agreements of the Tenant hereinafter set forth, the Landlord hereby leases unto the Tenant the restaurant space located at 216 North F Street, Salida Colorado 81201, in the County of Chaffee, State of Colorado (the "Premises"). The Premises excludes the office/room in the back of the building.

JH / PW

JH / PW

2. Term. Tenant may have and hold the Premises with all the appurtenances for a term of five (5) years, commencing on January, ~~2024~~ 2025, and terminating on January 1, ~~2029~~ 2030, unless the term hereby demised shall be sooner terminated as hereinafter provided.

3. Rent. Tenant shall pay to Landlord, as rent for the full term hereunder for the Premises, the sum of [redacted] in monthly installments of [redacted] payable in advance and without notice to [redacted], or at such other place as Landlord from time to time designates in writing. Notwithstanding the foregoing, the first and last installments of rent payable hereunder shall be payable by Tenant concurrently with execution of this Lease.

4. Utility Charges. It is agreed that in addition to any other sums to be paid by Tenant, all assessments for utilities including, but not limited to, water, sewer, electricity, gas, cleaning, refuse disposal, cable and internet that may be levied against the Premises during the continuance of the Lease shall be paid by the Tenant as the same become due and payable.

5. Injury or Damage. Landlord shall not be responsible to the Tenant for loss of property in or from the Premises, or for any damage done to furniture, fixtures or effects therein, however occurring, nor shall the Landlord be liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, or accident occurring in or to the Premises or adjacent premises, or other parts of the above Premises than herein demised, or by reason of the negligence or default of the owners or occupants thereof, or any other person, nor liable for any injury or damage occasioned by defective electrical wiring or the breakage or stoppage of the plumbing or sewerage

Landlord JH Tenant PW

upon the Premises or upon adjacent premises, whether such breakage or stoppage results from freezing or otherwise.

6. Indemnification.

(a). Possession. Except as otherwise provided herein, Tenant shall be in exclusive control and possession of the Premises for the Term listed in paragraph 2, above. Landlord shall not be liable for any injury or damages to any property or to any person on or about the Premises nor for any injury or damage to any property of the Tenant. Landlord shall not be liable to Tenant for any entry on the Premises for inspection or repair purposes.

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

7. Inspection. Landlord or its agents shall have the right at any time to enter the Premises to examine the same, or to make such repairs as it may deem necessary or proper for the safety, improvement, or preservation thereof.

8. Alterations. The Tenant shall have the ability to make alterations to the premises with specific, written authorization from the Landlord. Any alterations to the premises must comply with federal, state and local requirements. Tenant may not paint, nail, or screw the exposed brick, Tenant may not paint natural wood, but Tenant may paint wainscotting. Tenant may improve the bar, and must not alter the light box in the middle of the ceiling. In the event that Tenant covers the mural on the wall, Tenant must protect the mural behind any covering or otherwise maintain the condition of the mural. Should Tenant create grease such that Tenant requires a grease trap, Tenant shall install a grease trap and have such grease trap approved by the City of Salida or other applicable regulatory authority.

9. Fixtures. Any alterations made in the building located on the Premises (the "Building") by the Tenant and any equipment or fixtures built into the Premises by the Tenant shall upon the termination of this Lease be left on the Premises by Tenant unless otherwise agreed, in writing, by Landlord.

Landlord _____ Tenant _____

10. Use. It is understood and agreed that the primary business to be conducted from the Premises shall be a restaurant business. Tenant shall not use the Premises for any other purposes, without the prior written consent of Landlord, which consent may be withheld at the sole discretion of Landlord. Tenant also agrees not to conduct or to permit to be conducted upon the Premises any business or any act which is contrary to or in violation of the laws of the United States of America or of the State of Colorado or of any ordinances, regulations, or orders of any municipality or other public authority affecting the Premises.

11. Maintenance and Repair.

(a) Tenant's Obligation to Maintain and Repair. Tenant covenants to maintain, repair, replace and keep all driveways, sidewalks, signage, and lighting fixtures, as well as the interior of the Building, and all improvements, fixtures and personal property therein, including, but not limited to, all restrooms, and all HVAC, plumbing, electrical, and mechanical systems and fixtures, in good, safe and sanitary condition, order and repair and in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction; to pay all costs and expenses in connection therewith, including but not limited to the costs of bringing into and maintaining the Premises in compliance with the Americans with Disabilities Act of 1990, to the extent it applies to Tenants occupying the Premises; and to contract for the same in Tenant's own name. All maintenance and repairs by Tenant shall be done promptly, in a good and workmanlike fashion, and without diminishing the original quality of the Premises.

(b) No Abatement for Repairs. There shall be no allowance to Tenant for a diminution of rental value and no liability on the part of Landlord, by reason or inconvenience, annoyance or injury to, or interruption of business, arising from Landlord, Tenant or others making any repairs, restorations, replacements, alterations, additions or improvements in or to any portion of the Building or the Premises, or in or to fixtures, appurtenances or equipment thereof.

12. Landlord's Services. In circumstances in which Landlord's consent is required by Tenant for repairs, improvement, or maintenance of the Premises. Landlord's consent will not be unreasonably withheld.

13. Other Covenants of Tenant.

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

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

Landlord _____ Tenant _____

(c) No Noxious or Offensive Activity. Tenant covenants and agrees that no noxious or offensive activity shall be carried on upon the Premises.

(d) No Unsightliness. Tenant covenants and agrees that no unsightliness shall be permitted on the Premises, which is visible from any adjacent or nearby property. Without limiting the generality of the foregoing, all unsightly conditions, equipment, objects and conditions shall be kept enclosed within the Premises; no refuse, scrap, debris, garbage, trash, bulk materials, used automobile parts, or waste shall be kept, stored or allowed to accumulate on the Premises except as may be enclosed within the Premises.

(e) Environmental Compliance and Indemnity. Tenant covenants and agrees to conduct its business and operations on and from the Premises in accordance with all federal, state and local environmental laws, regulations, executive orders, ordinances and directives including, but not limited to, the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substances Control Act, and state law counterparts, and any amendments thereto, including, without limitation, the Colorado Hazardous Waste Management Act, C.R.S. § 25-15-101 et seq, and not to cause, suffer or permit any damage or impairment to the health, safety or comfort of any person or to the environment at or on the Premises and surrounding property, including, but not limited to, damage or threatened damage to the soil, surface or ground water resources at the Premises and surrounding property or any condition constituting a nuisance or causing a violation of or resulting in liability under any state, federal or local law, regulation or ordinance. The foregoing obligations of Tenant shall hereinafter collectively be referred to as the "Environmental Obligations." In the event of any violation of, or failure to comply with, any of the Environmental Obligations, Tenant agrees, at its sole cost and expense, promptly to remedy and correct such violation or failure, including all required or appropriate clean up, clean up- related activities and all other appropriate remedial action. Tenant covenants and agrees to protect, indemnify and save Landlord harmless from and against any and all liability, obligations, claims, including administrative claims and claims for injunctive relief, loss, cost, damage, expense or liability, including without limitation, any liability arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, plus reasonable attorney fees, incurred by or asserted against Landlord resulting from any failure to comply with the provisions of this Section 13(e). Landlord shall have the right to defend itself in any action, suit or proceeding commenced against Landlord as a result of Tenant's violation of or failure to comply with the provision of this Section 13(e), with attorneys and, as necessary, technical consultants chosen by Landlord, and Tenant agrees to pay to Landlord all reasonable attorney fees, consultant fees, and other costs in connection therewith incurred by Landlord. The provisions of this Section 13(e) shall survive the expiration or termination of this Lease.

(f) Restrictions on Signs. Tenant covenants and agrees that no signs or advertising devices of any nature shall be erected or maintained by or on behalf of Tenant

Landlord _____ Tenant _____

on the Premises unless such shall be in compliance with all zoning or other applicable regulations of any governmental body or authority having jurisdiction thereof.

(g) Taxes.

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

[redacted]

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

14. Condition of the Premises. The taking of possession of the Premises by the Tenant shall be conclusive evidence as against the Tenant that the Premises were in satisfactory condition when possession of the same was taken. Tenant shall be permitted to make a final walk-through inspection of the Premises prior to its taking possession thereof.

15. Intentionally Left Blank.

16. Parking. During the term of this Lease, Tenant shall have the exclusive use of approximately 2 parking spaces located behind the Premises.

17. Amendment. Any terms and conditions of this Lease can be amended or modified upon written consent of both Landlord and Tenant.

[redacted]

Landlord_____ Tenant_____

security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provision related to the payment of rent, Landlord may, if such default is not corrected within five (5) days of written notice to Tenant, use, apply or retain all or any part of this security deposit for the payment of any rent or an any sum in default, or for the payment of any other amount which the Landlord may spend or become obligated to spend by reasons of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Lessee shall within five (5) days after written demand thereof deposit cash with Landlord in an amount sufficient to restore the security deposit to the original amount and Tenant's failure to do so shall be a material breach of this Lease. Said deposit shall not be considered liquidated damages and if claims of Landlord exceed said deposit, Tenant shall remain liable for the balance of such claims. The Landlord shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it and if the Premises are clean and in good operating condition, the security deposit or any balance thereof shall be returned to Tenant within sixty (60) days of the expiration of the Lease.

19. Termination. Tenant may terminate this Lease only upon mutual written agreement between Landlord and Tenant.

20. Condemnation. If the whole or a substantial part of the Premises shall be taken for any public or quasi-public use, under any statute or right of eminent domain or purchase by the governmental authority in lieu of or under threat of any such taking, then, when possession shall be taken of the Premises, or any part thereof, the term herein demised and all rights of the Tenant hereunder shall immediately cease and terminate, and the rent shall be adjusted as of the time of such termination.

21. Casualty. If during the continuance of this Lease or the term hereby demised the Premises shall be so injured by fire or other casualty not arising from the fault or negligence of the Tenant, or those in its employ, so that the Premises shall thereby be rendered unfit for use or occupation, then and in such case the rent herein reserved or a just proportionate part thereof, according to the nature and extent of the injury which has been sustained, shall be abated until the Premises shall have been duly repaired and restored, which work or repair and restoration shall be done with all reasonable diligence. In case the Building shall be substantially destroyed so that the Premises cannot be repaired and restored within sixty days, it shall then be optional to either party to cancel this Lease and end the term hereof, and in case of such cancellation the rent shall be paid to the date of such fire or other casualty and all further obligations upon the part of either party hereto shall cease and the estate hereby created shall thereupon terminate.

22. Prohibition on Subletting or Assignment. The Tenant agrees that neither the Premises nor any part thereof shall be sublet nor shall this Lease be assigned by the Tenant, without the prior written consent of the Landlord. Nor shall any assignment for the benefit of Tenant's creditors or by operation of law be effective to transfer any rights

Landlord _____ Tenant _____

to the said assignees without the prior written consent of the Landlord first having been obtained.

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

24. Tenant's Default. The Tenant will observe and perform in all things the conditions and agreements herein set forth to be observed and performed by the Tenant, and if default be made by the Tenant in payment of said rent, or in any installment or part thereof, or if default in performance of other conditions and agreements be made by the Tenant, and such non-monetary default shall continue for a period of ten days after written notice of such default be given by the Landlord to the Tenant, then in either case, in addition to any other remedy Landlord may have against Tenant, it shall be lawful for the Landlord to terminate Tenant's right to possession under this Lease, and to re-enter and repossess the Premises, and to remove therefrom any personal property belonging to the Tenant, without prejudice to any claim for rent or for the breach of covenants hereof.

25. Abandonment and/or Default. If the Tenant shall abandon or vacate the Premises before the end of the term of this Lease or shall suffer the rent to be in arrears, or if Tenant is otherwise in default under this Lease, the Landlord may, at its option and without notice, enter the Premises, remove any sign of the Tenant therefrom and re-let the same or any part thereof as it may see fit without retaking, voiding, or terminating this Lease, and for the purpose of such re-letting, the Landlord is authorized to make any repairs, changes, alterations, or additions in or to the Premises as may be necessary or desirable, in the opinion of the Landlord, for the purpose of such re-letting, and, if a sum shall not be realized from such re-letting to equal the monthly rental above stipulated to be paid by the Tenant, the Tenant will pay such deficiency each month upon demand therefor. Landlord shall not be required to relet the subject Premises in order for Tenant to be liable for continuing obligations under the Lease, in the event that the Tenant violates any of the terms and conditions hereof.

26. Lien. The Landlord shall have at all times a valid lien for all rentals due hereunder from the Tenant upon all of the personal property of the Tenant situate in the Premises, and said property shall not be removed therefrom without the consent of the Landlord until all arrearages in rent shall have first been paid and discharged.

27. Remedies Cumulative. No reference to nor exercise of any specific right or remedy by Landlord shall prejudice or preclude Landlord from exercising or invoking any

Landlord _____ Tenant _____

other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but Landlord may from time to time exercise any one or more of such remedies independently or in combination.

28. Condition of Premises at End of Term. The Tenant agrees to deliver up and surrender to the Landlord possession of the Premises at the expiration or termination of this Lease, by lapse of time or otherwise, in as good repair as the Tenant obtained the same at the commencement of said term, excepting only ordinary wear and tear.

29. Holding Over. It is mutually agreed that if, after the expiration of this Lease, the Tenant shall remain in possession of the Premises, without a written agreement as to such holding, then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month at a monthly rental equal to the monthly rental last payable hereunder, payable in advance on the first day of each calendar month. Any month-to-month tenancy or tenancy at sufferance hereunder shall be subject to all other terms and conditions of this Lease and nothing contained in this Section 29 shall be construed to alter or impair any of Landlord's rights of re-entry or eviction or constitute a waiver thereof.

Tenant and landlord will discuss and make agreement on lease renewal 60 days prior to lease expiration of January 1st 2021 JH/PH

30. No Waiver. No waiver of any breach of any one or more of the conditions or covenants of the Lease by the Landlord shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder. The failure of the Landlord to insist upon the strict performance of the terms, covenants, agreements, and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Landlord's right to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. The Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreement, or warranties, except such as are expressed herein.

31. Insurance. During the term of this Lease, Tenant shall:

(a) be responsible for obtaining fire insurance in an amount sufficient to fully cover the Property, as well as Tenant's improvements, fixtures and property in the Premises which are not owned by Landlord and Landlord shall have no responsibility to obtain such insurance; and

(b) maintain at its own expense, liability insurance, with Landlord named as an additional insured, against claims for death, personal injury and property damage in or about the Premises, in an amount not less than $1,000,000.00 for death, illness or injury to one or more persons, and $1,000,000.00 for property damage, in respect of each occurrence.

Policies for such insurance shall be in a form and with an insurer reasonably acceptable to Landlord, shall require at least 15 days written notice to Landlord of termination or material alteration during the term of this Lease, and shall waive any right of subrogation against Landlord and all individuals and entities for whom Landlord is

Landlord JH Tenant PH

responsible in law. Tenant shall deliver to Landlord, on the commencement date of the term of this Lease and on each anniversary thereof, certified copies or other evidence of such policies, or other evidence satisfactory to Landlord that all premiums thereof have been paid and that the policies are in full force and effect.

32. Successors. The covenants and agreements contained in the within Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns, except as expressly otherwise hereinbefore provided.

33. General Provisions:

(a) Attorney Fees. In the event of a default by either party under the terms of this Lease, then the non-defaulting party shall be entitled to reimbursement of all reasonable costs incurred in efforts to enforce the terms of this Lease and/or collect monies owed under the Lease, including but not limited to the non-defaulting party's reasonable attorney fees.

(b) Late Charges. In the event Tenant fails to timely pay any installment of monies as required under this Lease, then and in such event, Landlord shall be entitled to collect a late fee $50/day for any installment not paid within five days of the due date until such payment is made.

(c) Memorandum of Lease. Tenant agrees, from time to time, to complete and execute a memorandum of lease for filing with the Department of Revenue, State of Colorado, in compliance with Sections 39-22-604, 39-26-117, and 39-26-205, C.R.S., or similar laws.

(d) Brokerage Fees. Landlord shall have no liability for any brokerage or finder's fees as a result of entering into this Lease.

(f) Time of the Essence. The parties hereto agree that time is of the essence of this Lease.

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

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

Landlord JH Tenant PW

36. Payment of Rent; in General. All amounts payable by Tenant to Landlord under this Lease shall be deemed to be rent and shall be payable and recoverable as rent in the manner herein provided, and Landlord shall have all rights against Tenant for default in any such payment as in the case of arrears of rent.

****

Landlord_____ Tenant_____

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LANDLORD:

Julie Nedrow

For: 216 North F Street, Salida, LLC
By: Julie Nedrow

TENANT:

For: SIAM NOODLES SALIDA INC
By: SORANAI SRASOM

Payment submitted by Tenant upon execution of Lease:

[redacted]

Landlord hereby acknowledges the receipt of the above amounts upon execution of the Lease.

Julie Nedrow
Landlord

Addendum: Landlord and Tennant agree to a 60 day build out commencing on January 1, 2025 and ending on March 1, 2025 PW

[redacted]

Landlord
12/11/2024

PW
Tennant
12/11/24

GUARANTY OF LEASE

FOR VALUE RECEIVED, and in consideration of 216 North F Street, Salida, LLC ("**Landlord**"), entering into this Lease dated January 1 [redacted] (the "Lease"), for the premises (the "**Premises**") described in such Lease with SIAM NOODLES SALIDA INC a Colorado corporation ("**Tenant**"), PIMARA WIPANNGERN, the undersigned (hereinafter referred to as "**Guarantor**") agrees as follows:

1. Guarantor absolutely and unconditionally guarantees the full and faithful performance of each and all of the terms, covenants and conditions of the Lease to be kept and performed by Tenant, within the time and in accordance with the terms of the Lease, including without limitation the payment of all Rent (as defined in the Lease) and other charges required to be paid by Tenant under the terms of the Lease, regardless of any law, regulation or order now or hereafter in effect (collectively, the "**Tenant Obligations**").

2. This is a continuing guaranty and, by this instrument, Guarantor guarantees the prompt payment of any and all Tenant Obligations which may now or hereafter exist or accrue from Tenant to Landlord under the Lease. In the event of an assignment, modification, or alteration of the lease, Guarantor's obligations under this Guaranty shall be discharged upon execution of a new Guaranty by Guarantor or a substitute Guarantor. If Tenant holds over beyond the term of the Lease, Guarantor's obligations hereunder shall extend and apply with respect to the full and faithful performance and observation of all of the covenants, terms and conditions of the Lease and of any such modification thereof.

3. The liability of Guarantor hereunder shall be secondary to that of Tenant. In the event of default, Landlord shall first attempt collection from Tenant for any financial matter or judgment and attempt to collect from Guarantor only after pursuing all financial and legal remedies against Tenant.

4. Guarantor accepts all responsibilities, obligations and liabilities of Tenant detailed in the Lease and the First Amendment to Lease in addition to and on behalf of Tenant. This shall include any liability including, but not limited to, rent, property damage, or any other legal or financial obligation to fulfill the terms of the lease. In no event shall Guarantor's liability be greater than Tenant's liability under the terms of the Lease and the First Amendment to the Lease.

5. This Guaranty will continue unchanged by any bankruptcy, reorganization or insolvency of Tenant or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Tenant, and is not contingent upon the genuineness, validity, or enforceability of the Lease or the security for Tenant's obligations thereunder. Guarantor hereby assigns to Landlord any rights Guarantor may have to file a claim and proof of claim in any bankruptcy or similar proceeding of Tenant and any awards or payments thereon to which Guarantor would otherwise be entitled.

6. Guarantor shall pay all costs and other expenses incurred by Landlord (including attorneys fees) in collection or attempted collection related to the obligations hereby guaranteed, or in enforcing this Guaranty against Guarantor, individually or jointly. All sums due hereunder to be paid by Guarantor to Landlord shall bear interest from the date payment is due at the Interest Rate (as defined in the Lease).

8. All rights, powers and remedies granted to Landlord hereunder shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law or in equity.

9 UNLESS PROHIBITED BY LAW, EACH PARTY WAIVES TRIAL BY JURY IN THE EVENT OF ANY LEGAL PROCEEDING BROUGHT BY THE OTHER IN CONNECTION WITH THIS GUARANTY. EACH PARTY SHALL BRING ANY ACTION AGAINST THE OTHER IN

CONNECTION WITH THIS GUARANTY IN A FEDERAL OR STATE COURT LOCATED IN THE DISTRICT WHERE THE PROJECT IS LOCATED, CONSENTS TO THE JURISDICTION OF SUCH COURTS, AND WAIVES ANY RIGHT TO HAVE ANY PROCEEDING TRANSFERRED FROM SUCH COURTS ON THE GROUND OF IMPROPER VENUE OR INCONVENIENT FORUM.

10. This Guaranty shall be governed by and construed in accordance with the internal laws of the State of Colorado.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of December 11, 2024 2024.

By:
Name: PIMARA WIPANNGERN (Pim)
Address: [redacted]
Telephone No.: [redacted]

DR 0140 (02/16/11)
DEPARTMENT OF REVENUE
DENVER CO 80261-0013

STATE	COUNTY	CITY
COLORADO	CHAFFEE	PONCHA SPRINGS

Must collect taxes for:

SALES TAX LICENSE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
96537562-0001	31-0027-005			C	053125	Mar	13	25	2025

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION IN A CONSPICUOUS PLACE: SORANAI SRASOM
10608 COUNTY ROAD 128 PONCHA SPRINGS CO 81201-8010

THIS LICENSE IS NOT TRANSFERABLE

SIAM NOODLES INC
10608 COUNTY ROAD 128
PONCHA SPRINGS CO 81201-8010

Executive Director
Department of Revenue

Letter Id: L0325210768

▲ **Detach Here** ▲

IMPORTANT INFORMATION

Now that you have your license, here's what you need to know:

- Use the letter ID above and go to **Colorado.gov/RevenueOnline** to set up your online access, manage your account, file electronic returns and submit payments. Paper returns will NOT be mailed to you.
- Both your sales tax return **AND** payments are due by the 20th day of the month following the end date of the reporting period in order to avoid any penalty and/or interest. Be sure you know what your filing frequency is in order to avoid missing due dates.
  - *Monthly filer* due dates: On the 20th day of the month following the reporting period end date.
  - *Quarterly filer* due dates: April 20th, July 20th, October 20th and January 20th.
  - *Annual filer* due dates: January 20th following the reporting period end date.
- If no sales were made during the reporting period, you are still required to file a return to report zero sales were made during the reporting period. Otherwise, the Department of Revenue will assess a non-filer estimate for tax.
- All licensed retailers are required to collect and remit all state-collected sales taxes based on the location where their products are delivered.
- State law requires you to collect sales tax from your customers solely for the purpose of remitting those taxes to the Colorado Department of Revenue. Businesses are entrusted with collecting and remitting taxes that belong to the State of Colorado and local jurisdictions.
- Your Colorado Sales Tax License must be displayed in a conspicuous place at your physical location.
- Your license must be renewed and the renewal fee paid at the end of the license period ending December 31 of odd-numbered years in order to maintain a valid license. Failure to renew your license will invalidate your license, but it won't automatically close your account. In order to close your account and cease any future liability, you must file form DR 1102 with the Department of Revenue.
- Having a Colorado Sales Tax License gives you the privilege to purchase non-taxable items-for-resale. Items that you consume in the course of your business are not included in this privilege.

We strongly recommend that you set up your Revenue Online account as soon as possible in order to remain compliant. If you have any questions regarding sales tax in Colorado, then please visit our website Colorado.gov/tax and click on "Education and Legal Research" for helpful FYIs, Regulations, Letter Rulings and Statutes. While there, you can also sign up for free Public Sales Tax Classes.

Thank you for registering with the Colorado Department of Revenue.

Revenue ONLINE

02269887 000095 0101

DR 0161 (02/16/11)
COLORADO DEPARTMENT OF REVENUE
DENVER CO 80261-0009

WAGE WITHHOLDING LICENSE

THIS LICENSE IS NOT TRANSFERABLE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION	ISSUE DATE
96537562	C 053125	Mar 10 2025

SIAM NOODLES INC
10608 COUNTY ROAD 128
PONCHA SPRINGS CO 81201-8010

Executive Director
Department of Revenue

▲ **Detach Here** ▲

Important Verification Process

If you are new to Colorado withholding tax visit: *www.Colorado.gov/revenue/withholdingbasics*

This license will be valid as long as you are doing business under the same name and ownership shown on the license. **Revenue Online is the way to access your account and file returns.** At *www.Colorado.gov/RevenueOnline* you can file and view your returns and payments, update your mailing address, and submit your Annual Reconciliation and withholding statements through your Revenue Online account.

All the information you need to register is on this document; have it with you before you begin. Follow these easy steps.

1. Go to ***www.Colorado.gov/RevenueOnline***
2. Click on the **Sign Up (Individual or Business)** link on the right.
3. Click on **Continue**.
   Now click on: **Enter Taxpayer Information**. Click on the down arrow in the Account Type list and select Other. Use the first 8-digits of the account number shown on your license. Complete the rest of the screen.
   Next click on: **Enter Login Information** and complete the screen (this is information YOU get to create for the account).
   Next click on: **Enter Account Information** and complete the screen.

Your Letter ID is: L0032694928

Then, click the **Submit** button. You will see a confirmation page on your screen. You should receive a confirmation email from the Colorado Department of Revenue. If you do not, check your Junk email folder. Once you have your Authorization Code return to Revenue Online via the link in your email. Enter the Login ID and Password you created.

1. Click on the **Login** button.
2. Enter the Authorization Code from your email (first time only).
3. Click **Login**. You should then be in your account. NOTE: If you have additional tax types registered under the same Account Number, such as sales tax, you will be able to view those tax types through the account that you can now access. You do not need to create separate Login IDs and Passwords for each tax in your account.

Filing Returns

If you are a withholding frequent filer, you must use Electronic Funds Transfer (EFT). You may register for EFT through your Revenue Online account.
To file a return, go to Revenue Online (*www.Colorado.gov/RevenueOnline*).You must file a return even if you have no tax to remit and file a "**zero**" return. Tax reporting and payment are your responsibility. To avoid late penalties and interest, file online on or before the due date.

You may close your tax account through Revenue Online when you no longer have employees with Colorado withholding.

02264329 000135 0101

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

SIAM NOODLES INC

is a

Corporation

formed or registered on 01/01/2025 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20248338589 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/26/2025 that have been posted, and by documents delivered to this office electronically through 06/27/2025 @ 09:42:53 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/27/2025 @ 09:42:53 in accordance with applicable law. This certificate is assigned Confirmation Number 17443515 .

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF DOCUMENT FILED

I, Jena Griswold , as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Articles of Incorporation

with Document # 20248338589 of

SIAM NOODLES INC

(Entity ID # 20248338589)

consisting of 2 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/19/2024 that have been posted, and by documents delivered to this office electronically through 12/20/2024@ 14:11:20.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/20/2024 @ 14:11:20 in accordance with applicable law. This certificate is assigned Confirmation Number 16826365

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Colorado
Secretary of State

Colorado Secretary of State
ID#: 20248338589
Document #: 20248338589
Filed on: 12/20/2024 02:09:04 PM
Paid: $50.00

Articles of Incorporation for a Profit Corporation

filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the corporation is SIAM NOODLES INC

The principal office street address is

216 F STREET
SALIDA CO 81201
US

The principal office mailing address is

[redacted]

The name of the registered agent is PIMARA WIPANNGERN

The registered agent's street address is

[redacted]

The registered agent's mailing address is

[redacted]

The person above has agreed to be appointed as the registered agent for this entity.

The name(s) and address(es) of the incorporator(s)

PIMARA WIPANNGERN
[redacted]
SORANAI SRASOM
[redacted]

The classes of shares and number of shares of each class that the corporation is authorized to issue are

The corporation is authorized to issue:
Common shares - 10000

The delayed effective date, as stated in the document is 01/01/2025 11:59 PM.

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of

each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

PIMARA WIPANNGERN

[redacted]

SORANAI SRASOM

[redacted]

Colorado
Secretary of State

Colorado Secretary of State
ID#: 20248338589
Document #: 20248338589
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This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

PIMARA WIPANNGERN

[redacted]

SORANAI SRASOM

[redacted]

BYLAWS OF INCORPORATION

BYLAWS OF SIAM NOODLES, INC

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby forms a corporation under the laws of the State of Colorado.

NAME

The name of the corporation shall be Siam Noodles, INC.

NATURE OF BUSINESS

This corporation may operate a Full-Service Restaurant **under the laws of the United States, the State of Colorado, or any other state, county, territory, or nation.**

SHAREHOLDER MEETINGS.

Regular shareholder meetings need not be held unless resolved by the Board. Special shareholder meetings may be called at any time by the president, a member of the Board of Directors, or any shareholder or shareholders owning ten percent (10%) or more of the stock.

CAPITAL STOCK.

10,000 **shares of common stock were authorized and issued at a par value of $ 1.00.**

A. Distribution of Shares. 5,100 shares will be issued to Soranai Srasom.
B. Distribution of Shares: 4,900 shares will be issued to Pimara Wipanngern.

B. Place of Shareholder Meetings. The Board of Directors may designate any place within the State of Colorado as the place of meeting for any meeting of the shareholders called by the Board of Directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place within the United States to hold such a meeting. If no designation is made, or if a meeting is otherwise called, the place of meeting shall be the Corporation's registered office in the State of Colorado.

C. Notice of Shareholder Meetings. Written or printed notice stating the place, day, and hour of the meeting, and the purpose for which the meeting is called, shall be delivered not less than five (5) nor more than sixty (60) days before the date of any meeting other than an adjourned meeting, either personally or by mail, by or at the direction of the President, or the secretary, or the officer or persons calling the meeting, to each shareholder or record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) days after it was deposited in the United States mail, addressed to the shareholder at his address as it appears on the stock transfer books of the corporation.

D. Waiver of Notice for Shareholder Meetings. Any notice of the meeting may be waived. A waiver of notice by a shareholder entitled to notice is effective whether given before, at, or after the meeting and whether given in writing, orally, or by attendance. Attendance by a shareholder at a meeting is a waiver of notice of that meeting, except where the shareholder objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in consideration of the item at that meeting.

E. Quorum at Shareholder Meeting. A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. If less than most of the outstanding shares are represented at a meeting, a majority of the represented shares may adjourn the meeting from time to time without further notice.

F. Business Transacted at Shareholder Meetings. At any regular meeting of shareholders, there shall be an election of qualified successors for directors who serve indefinitely or whose terms have expired. The business transacted at a special meeting is limited to the purpose stated in the notice of the meeting. Any business transacted at a special meeting that is not included in those stated purposes is voidable by or on behalf of the corporation unless all the shareholders have waived notice of the meeting in accordance with section C above.

TERM OF EXISTENCE

This corporation shall exist perpetually.

LIMITATION OF LIABILITY

Each director, stockholder, and officer, in consideration of his Services shall, in the absence of fraud, be indemnified, whether then

In office or not, for the reasonable cost and expenses incurred by him In connection with the defense of, or for advice concerning any claim Asserted or proceeding brought against him because of his being or Having been a director, stockholder, or officer of the corporation or of Any subsidiary of the corporation, whether or not wholly owned, to the The maximum extent permitted by law. The foregoing right of indemnification Shall be inclusive of any other rights to which any director, Stockholders or officers may be entitled to it as a matter of law.

REGISTERED AGENT.

The Corporation's registered agent is Pimara Wipanngern .

THE BOARD OF DIRECTORS. Subject to the provisions of the shareholder control agreement, the corporation's business and affairs shall be managed by its Board of Directors.

A. Number of directors. This corporation shall have a minimum of one director. The initial Board of directors shall consist of:

Pimara Wipanngern: President
Soranai Srasom: Secretary

B. Regular Board Meetings. Regular board meetings need not be held unless resolved by the board. If they are to be held, they shall be held at such times and places as may be designated by the Board.

C. Special Board Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any director.

D. Notice of Board Meetings. Notice of any special meeting shall be given at least two (2) days before the meeting by written notice delivered personally or mailed to each director at his business address. If mailed, such notice shall be deemed to be delivered two (2) days after deposit in the United States mail so addressed, with postage prepaid thereon.

E. Quorum at Board Meetings. A majority of the members of the Board of Directors currently holding office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

F. Manner of Acting as a Board. The act of the Board of Directors shall be the

majority of the directors present at a meeting at which a quorum is present. A director may have given advance written consent or opposition to a proposal to be acted on at a board meeting.

G. Compensation of Directors. Except as otherwise determined by a resolution passed by the Board of Directors by not less than a majority vote, no director shall be paid any compensation for attending a board meeting.

H. Vacancies on the Board. The affirmative vote of most of the remaining directors may fill any vacancy in the Board of Directors. A director elected to fill a vacancy shall be elected indefinitely and hold office until his or her successor is elected and qualified.

I. Conflict, Procedure When Conflict Arises. A contract or other transaction between a corporation and one or more of its directors, or between a corporation and an organization in or of which one or more of its directors and directors, officers, or legal representatives or have a material financial interest, is not void or voidable because the director or directors or the other organizations are parties or because the director or directors are present at the meeting of the shareholders or the board or a committee at which the contract or transaction is authorized, or ratified.

If:

1. The contract or transaction was fair and reasonable as to the corporation at the time it was authorized, approved, or ratified and

2. The material facts as to the contract or transaction and as to the director's or directors' interest are fully disclosed or known to the stockholders, and the contract or transaction is approved in good faith by the holders of a majority of the outstanding shares, but shares owned by the interested director or directors shall not be counted in determining the presence of a quorum and shall not be voted; or

3. The material facts like the contract or transaction and the director's or directors' interest are fully disclosed or known to the board or a committee, and the board or committee authorizes, approves, or ratifies the contract or transaction in good faith by a majority of the board or committee. Still, the interested director or directors shall not be counted in determining the presence of a quorum and shall not vote.

J. Material Financial Interest. For the purpose of the preceding provision:

1. A director does not have a material financial interest in a resolution fixing

the compensation of the director or fixing the compensation of another director as a director, officer, employee, or agent of the corporation, even though the first director is also receiving compensation from the corporation; and

2. A director has a material financial interest in each organization in which the director, or the spouse, parents, children, and spouses of children, brothers, and sisters, and spouses of brothers and sisters of the director, or any combination of them have a material financial interest.

OFFICERS. The offices of the corporation shall be established by action of the Board of Directors. Officers and assistant officers, as may be deemed necessary from time to time, may be elected or appointed by the Board of Directors. The same person may hold two (2) or more officers.

A. Election and Term of Office. The corporation's officers shall hold office until their successors are elected and qualified.

B. Salaries. The salaries, if any, of the officers shall be such as may from time to time be fixed by action of the Board of Directors.

C. Duties. The following generally describes the responsibilities of officers, if so established and elected or appointed by the Board:

1. President. The president shall: a) Have general active management of the business of the corporation; b) When present, preside at all meetings of the Board and of the shareholders; c) See that all orders and resolutions of the Board are carried into effect; d) Subject to restrictions imposed by the Board, sign and deliver in the name of the corporation any deeds, mortgages, bonds, contracts or other instruments about the business of the corporation, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by this Articles.

2. Vice President. The Vice President shall perform any special responsibilities as the Board may direct and shall assume the President's responsibilities in the event of the President's involuntary absence.

3. Secretary-Treasurer. The Secretary-Treasurer shall: a) Keep accurate financial records for the corporation; b) Deposit all money, drafts, and checks in the name of and to the credit of the corporation in the banks and depositories designated by the Board; c) Endorse for deposit all notes, checks, and drafts received by the corporation as ordered by the Board, making proper vouchers therefore ; d) Disburse corporate funds and issue checks and drafts in the name of the corporation, as ordered by the Board; e) Render to the President and the Board, whenever requested, an account of all transactions by the Secretary-

Treasurer and of the Financial condition of the corporation; and f) Perform other duties prescribed by the Board or by the President.

SELF DEALING

No contract or other transaction between the corporation and other corporations, in the absence of fraud, shall be affected or invalidated by the fact that any one or more of the directors of the corporation is or are interested in a contract or transaction or are directors or officers of any other corporation, and any director or directors, individually or jointly, maybe a party or parties to, or may be interested in such contract, act or transaction, or in any way connected with such person or person's firm or corporation, and every person who may become a director of the corporation is hereby relieved from any liability that might otherwise exist from this contracting with the corporation for the benefit of himself or any firm, association or corporation in which he may be in any way interested. Any director of the corporation may vote upon any transaction with the corporation without regard to the fact that he is also a director of such subsidiary or corporation.

INCORPORATORS

Names:
Soranai Srasom
Pimara Wipanngern

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal
On this 01/01/2025
CORPORATION of Siam Noodles, INC **of State of Colorado**

SIGNATURE OF INCORPORATORS

_____
Pimara Wipanngern, **President**

_____
Soranai Srasom, **Secretary**

City Council Action Form

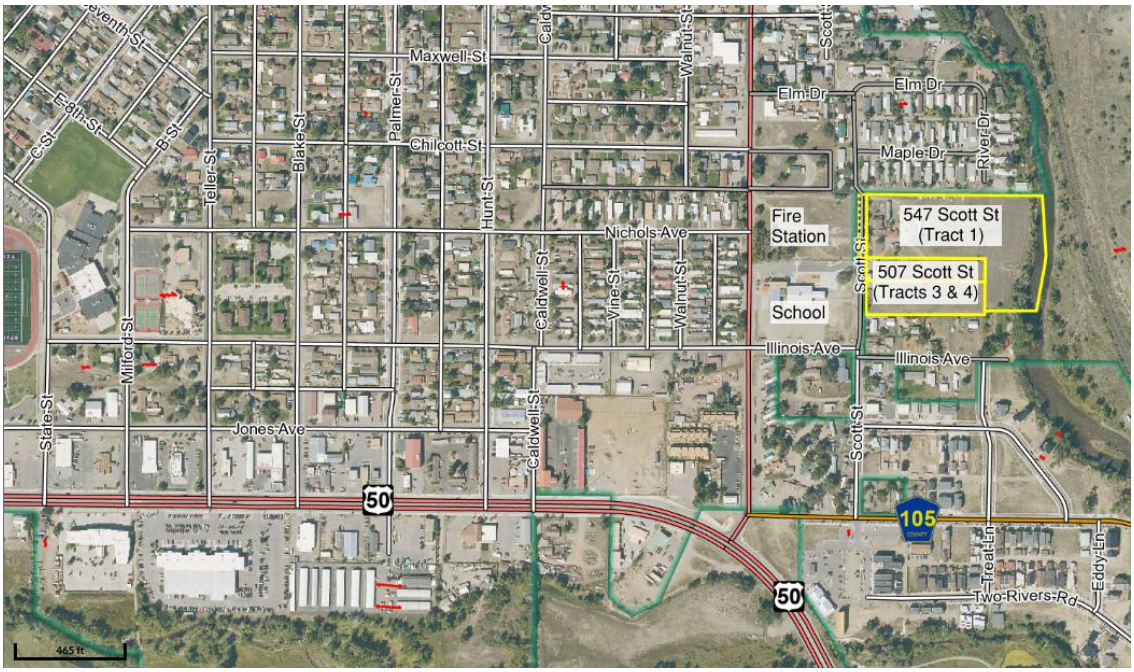
Department	Presented By	Date
Community Development	Kristen Hodges - Associate Planner	August 5, 2025

Agenda Item

Resolution 2025-33: A Resolution of the City Council of the City of Salida, Colorado, Approving an Annexation Agreement with Russell and Tangie Granzella for the Annexation of Certain Real Property into the City.

Background

In May 2025, City staff generated an application to annex Tract 1 of the Lowry/Cooper Boundary Line Adjustment comprised of 5.6 acres located at located at 547 Scott Street and Tracts 3 and 4 of the Lowry/Cooper Boundary Line Adjustment comprised of 2.6 acres located at located at 507 Scott Street.



Vicinity Map

The request was heard by the Planning Commission on June 10, 2025 and by City Council on July 15, 2025 where Council recommended the property be annexed with conditions. The conditions recommended by the City Council included the following:

1. Owners shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code at the time of development.

2. Owners agree to pay at the time of building permit all applicable fees for the properties in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the building plan review; applicable water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC), among other fees.
3. It is acknowledged that all public open space requirements for Tract 1 have been satisfied via the sales agreement for Tracts 3 & 4 which are anticipated to allow for the provision of adequate open space.
4. The owner/developer of Tract 1 will be required complete the curb, gutter, and sidewalk for the north side of the future Nelson Way (70' right-of-way) at time of development.
5. The owner/developer of Tract 1 will be required to connect and dedicate the undedicated portion of River Drive at time of development.
6. Owners of Tract 1 and successors and assigns agree to provide cost reimbursements to the City of Salida for utility installation (water and sewer) within Nelson Way; provided, however, owners' obligation for such cost reimbursements shall not exceed fifty percent (50%). Should owners of Tract 1 make the aforementioned utility installations (water and sewer) within Nelson Way, the City of Salida shall reimburse owners of Tract 1 for such cost at the time the City completes its development; provided, however, owners of Tract 1 obligation for such cost reimbursement shall not exceed fifty percent (50%). Notwithstanding the foregoing, the aforementioned cost reimbursement obligations shall expire ten (10) years following recordation of the Annexation Agreement with the Chaffee County Clerk and Recorder in accordance with applicable law.

Section 5.7 of the Annexation Agreement contains the above recommended conditions and other conditions recommended and approved by the city attorney.

Recommendation

Staff recommends approval of the proposed annexation agreement, which includes the conditions stipulated in the annexation approval (Ordinance 2025-12).

Fiscal Impact

There is no fiscal impact.

Motion

A City Councilmember should state, "I move to _____ Resolution 2025-33 approving the Granzella Annexation Agreement," followed by a second and a roll call vote.

Attachments:
Resolution 2025-33
Granzella Annexation Agreement

City Of Salida, Colorado
Resolution No. 33
Series of 2025

A Resolution of the City Council of the City of Salida, Colorado, Approving an Annexation Agreement with Russell and Tangie Granzella for the Annexation of Certain Real Property into the City.

WHEREAS, Russell and Tangie Granzella are the owners, together known as the "Owner," of certain real property located at 547 Scott Street in unincorporated Chaffee County, Colorado (the "Property"); and

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

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

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

Now, therefore, be it resolved by the City Council of the City of Salida, Colorado that:

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

Resolved, Approved and Adopted this 5th day of August, 2025.

City of Salida, Colorado

By_____

Mayor

[SEAL]

[ATTEST]_____
City Clerk/Deputy City Clerk

GRANZELLA-CITY OF SALIDA
ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this 5th day of August, 2025, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city ("City"), and RUSSELL AND TANGIE GRANZELLA ("Annexor"), each a "Party" and together the "Parties."

Section 1 - Recitals

1.1 The Annexor is the fee title owner of 100% of certain lands known as Tract 1 of the "Granzella-City of Salida Annexation" and more particularly portrayed in the attached Annexation Plat, **Exhibit A**, which is incorporated herein by this reference (the "Property").

1.2 The Property is a portion of the Granzella-City of Salida Annexation, which is contiguous to the current municipal boundaries of the City and in total contains approximately 8.25 total 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 May 20, 2025, the Annexor filed with the City Clerk a petition for annexation of the Property ("Annexation Petition").

1.6 The City has determined that the Annexation Petition complies with the Colorado Municipal Annexation Act of 1965, as amended, Colorado Revised Statutes sections 31-12-101 through -123 (the "Annexation Act"), and Article IX of the City's Land Use and Development Code.

1.7 The City has accepted the Annexation Petition, has given all notices and conducted all hearings required by the Annexation Act, has determined that the Property is eligible for annexation to the City, and has made all necessary findings in support of the annexation of the Property.

1.8 On June 10, 2025 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 July 15, 2025 the City Council adopted Ordinance No. 2025-12 annexing the Property to the City; and Ordinance No. 2025-13, zoning the Property as High Density Residential (R-3).

1.10 The City and the Annexor desire to enter into this Agreement to set forth their agreements concerning the terms and conditions of the annexation of the Property to the City and the

zoning and development of the Property.

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

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

Section 2 – Definitions

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

2.1 "Agreement" means this Annexation Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.

2.2 "Annexation Act" means sections 31-12-101 through -123, Colorado Revised Statutes.

2.3 "Annexation Petition" means the Petition for Annexation of the Property filed of record with the City Clerk on May 20, 2025.

2.4 "Annexor" means Russell & Tangie Granzella, 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 "Effective Date" means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Annexor.

2.9 "Final Annexation Approval" means that all of the following have occurred:

2.9.1 City Council has adopted a resolution approving the execution of this agreement;

2.9.2 The effective date of Ordinance No. 2025-12 annexing the Property to the City, has occurred; and

2.9.3 The effective date of Ordinance No. 2025-13, zoning the Property as High Density Residential (R-3) has occurred.

2.10 "Property" means the land that is described as Tract 1 of the Granzella-City of Salida

Annexation in the Annexation Petition and that is portrayed in attached **Exhibit A**.

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

Section 3 – Purpose of Agreement and Binding Effect

3.1 The purpose of this Agreement is to establish a contractual relationship between the City and the Annexor with respect to the annexation of the Property, and to establish the terms and conditions upon which the Property will be annexed, zoned, and developed. The terms, conditions, and obligations described herein, including without limitation restrictions upon the zoning and development of the Property, are contractual obligations of the Parties, and the Parties waive any objection to the enforcement of the terms of this Agreement as contractual obligations.

3.2 This Agreement benefits and is binding upon the City, the Annexor, and the Annexor's successor(s). Unless otherwise specified herein, the Annexor's obligations under this Agreement constitute a covenant running with the Property. As described in Section 9.13 below, the Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.

Section 4 – Annexation of Property

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

Section 5 – Terms and Conditions for Annexation of Property

5.1 All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code, the Annexation Act, and all other applicable laws and regulations.

5.2 Annexation of the Property to the City will not be effective until both of the following conditions have been met:

5.2.1 The Annexor and the City have mutually executed and delivered this Agreement; and

5.2.2 Final Annexation Approval has occurred.

5.3 Annexor shall dedicate a 70-foot right-of-way, as legally described in **Exhibit B**, to the City, which will be improved by the City for the future Nelson Way, and with such dedication to run with the land and be recorded with the Chaffee County Clerk and Recorder.

5.4 Annexor shall dedicate a 40-foot strip of land, as legally described in **Exhibit C**, to the City, which will be included in a future right-of-way extension of River Road to 1040 Illinois Avenue (to serve as a future connection to Treat Lane), and with such dedication to run with the land and be recorded with the Chaffee County Clerk and Recorder.

5.5 Annexor shall convey a 15-foot wide drainage easement over, under, and across that certain real property legally described in **Exhibit D** to the City, and that future developments will be able to utilize for drainage with such conveyance to run with the land and be recorded with the Chaffee County Clerk and Recorder.

5.6 Zoning of Property.

5.6.1 On June 10, 2025, the Salida Planning Commission recommended zoning the Property as High Density Residential (R-3).

5.6.2 At its July 15, 2025 meeting, the City Council approved zoning the Property as High Density Residential (R-3).

5.6.3 Nothing in this Agreement limits, restricts, or abrogates in any way, and this Agreement is not to be construed to limit, restrict, or abrogate in any way, the power or authority of the City to rezone the Property or any portion thereof at any time after annexation, either on the City's own motion or in response to a zoning petition.

5.7 Development of Property.

5.7.1 All proposed development shall comply with the provisions of the Municipal Code.

5.7.2 Annexor shall meet the inclusionary housing requirements of Article XIII of Chapter 16 of the Salida Municipal Code at the time of development.

5.7.3 Annexor to pay at the time of building permit all applicable fees for the Property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the building plan review; applicable water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC), among other fees.

5.7.4 It is acknowledged that all public open space requirements have been satisfied via the provision of adequate open space on the city-owned adjacent development.

5.7.5 The Annexor will be required complete the curb, gutter, and sidewalk for the north side of the future Nelson Way (70' right-of-way) at time of development.

5.7.6 The Annexor will be required to connect and dedicate the undedicated portion of River Drive at time of development.

5.7.7 The Annexor and their successors and assigns agree to provide cost reimbursements to the City of Salida for utility installation (water and sewer) within Nelson Way; provided, however, Annexors' obligation for such cost reimbursements shall not exceed fifty percent (50%). If Annexor makes the aforementioned utility installations (water and sewer) within Nelson Way, the City of Salida shall reimburse the Annexor for such cost at the time the City completes its development; provided, however, the City's obligation for such cost reimbursement shall not exceed fifty percent (50%). Notwithstanding the foregoing, the aforementioned cost reimbursement obligations shall expire ten (10) years following recordation of the Annexation Agreement with the Chaffee County Clerk and Recorder in accordance with applicable law.

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

5.8.1 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.

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

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

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

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

5.9 RESERVED.

Section 6 – Zoning

6.1 The Annexor requests and consents to High Density Residential District (R-3). Upon Final Annexation Approval, the Property will be subject to and must adhere to all applicable zoning regulations of the City, as those regulations may be amended. The Annexor shall cease and desist from any non-conforming uses on the Property within one (1) year from the date of Final Annexation Approval. In that one (1) year period, there must be no expansion of any non-conforming use.

Section 7 – Breach by Annexor and City's Remedies

7.1 In the event of a breach of any of the terms and conditions of this Agreement by the Annexor, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:

7.1.1 The refusal to issue any building permit or Certificate of Occupancy to the Annexor; provided, however, that this remedy will be unavailable to the City until after the affidavit described in Section 7.1.2 below has been recorded; and provided further that this remedy will not be available against a bona fide third party.

7.1.2 The recording with the Chaffee County Clerk and Recorder of a first affidavit approved in writing by the City Attorney and signed by the City Administrator or the City Administrator's designee, declaring that the terms and conditions of this Agreement have been breached by the Annexor. At the next regularly scheduled City Council meeting following recording of such first affidavit, the City Council shall either approve the filing of said first affidavit or direct the City Administrator to file a second affidavit declaring that the default has been cured and nullifying the first affidavit. Upon the recording of a first affidavit, no parcels or portions thereof on the Property may be sold until the default has been cured. An affidavit signed by the City Administrator or the City Administrator's designee and approved by the City Council declaring that the default has been cured will remove this restriction and be sufficient evidence when recorded that the default has been cured.

7.1.3 The refusal to allow further development review for the Property.

7.1.4 Any other remedy available in equity or at law.

7.2 Unless immediate action is necessary to protect the health, safety, or welfare of the City's residents, the City shall give the Annexor ten (10) days' written notice of the City's intent to take any action under this Section 7, during which 10-day period the Annexor may cure the breach described in said notice and prevent further remedial action by the City. In the event the breach is not cured within the 10-day period, the City will consider whether the Annexor has undertaken reasonable steps to timely complete the cure if additional time is required.

7.3 The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.

7.4 Any waiver by the City of one or more terms of this Agreement will not constitute, and is

not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.

Section 8 – Indemnification and Release

8.1 Release of Liability. The Annexor acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City ordinances, and the laws of the State of Colorado. The Annexor further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees, which representation or undertaking subsequently is held unlawful by a court of competent jurisdiction. Accordingly, the Annexor expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees.

8.2 Indemnification.

8.2.1 The Annexor shall release the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the proposed annexation, (b) the City's approval of the proposed zoning, (c) any approval given during development review of the Property; (d) except to the extent of any actual negligence on the part of the City, and the City's officers, agents, employees, and their designees, any road or sidewalk enlargement, extension, realignment, improvement, or maintenance, or approval thereof; or (e) any other item contained in this Agreement.

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

Section 9 – General Provisions

9.1 Waiver of Defects. In executing this Agreement, the Annexor waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Annexor as set forth herein. The Annexor further waives all objections it may have to the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

9.2 Final Agreement. This Agreement together with that certain Contract to Buy and Sell Real Estate dated April 15, 2025 between the City of Salida, on the one hand, and Russell R. Granzella and Tangie J. Granzella, on the other hand (the "Real Estate Contract"), constitutes the complete agreement between the Parties with respect to the subject matter contained herein and such agreements collectively supersede and control over any prior written and oral agreements and representations of the Parties with respect to the subject matter hereof. In the event of any conflict between the terms and conditions set forth in

this Agreement and those contained in the Real Estate Contract, it is agreed that the terms and conditions set forth in this Agreement shall control.

9.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.

9.4 Voluntary Agreement. The Annexor agrees to comply with all of the terms and conditions of this Annexation Agreement on a voluntary and contractual basis, as a condition of annexation of the Property to the City.

9.5 Election. The Annexor represents and submits that to the extent an election would be required by the Annexation Act to approve the annexation or impose terms and conditions upon the Property to be annexed, the Annexor owns one hundred percent (100%) of the Property and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election necessarily would result in a majority of the electors' approval to the annexation and the terms and conditions.

9.6 Annexor's Representations. All representations of the Annexor, either oral or as set forth in the Annexation Petition and zoning application, and all documents previously or subsequently submitted with reference thereto, are to be considered incorporated into this Annexation Agreement as if set forth in full herein.

9.7 Survival. The City's and the Annexor's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.

9.8 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices are to be sent.

Notice to the City:	City of Salida Attn: City Administrator and City Attorney 448 East First Street, Ste. 112 Salida, CO 81201
Notice to the Annexors:	Russell & Tangie Granzella PO Box 75 Salida Salida, CO 81201

9.9 Terms and Conditions as Consideration for Annexation. The Annexor acknowledges that the City's decision to annex the Property is at the City's sole discretion. In consideration for the City's agreement to annex, the Annexor agrees to be bound by all of the terms and conditions of such annexation contained herein, and further acknowledges that such terms and conditions are requisite to the City's decision to annex the Property. The Annexor

further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of the Annexor, and that the Annexor has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.

9.10 Applicable Laws, Ordinances, and Regulations. The Annexor understands and agrees that the Property, upon annexation, and all subsequent development of the Property, will be subject to and bound by the applicable provisions of laws, ordinances, resolutions, regulations, and policies of the City or the State as they exist at the time of annexation and as they may from time to time be amended or adopted. Nothing in this Agreement constitutes or is to be construed as constituting a repeal of existing ordinances or regulations, or as a waiver or abnegation of the City's legislative, governmental, or police powers to protect the health, safety, and general welfare of the City and its inhabitants.

9.11 Termination. In the event that the annexation of the Property is for any reason not completed, this Agreement will terminate and become null and void and of no force and effect. Otherwise, unless and until the Property is disconnected from the City in accordance with Colorado law, including without limitation sections 31-12-601 through -605, the term of this Agreement is perpetual.

9.12 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.

9.13 Recording. The Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.

9.14 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Annexor, and the Annexor's successor(s).

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

CITY OF SALIDA, COLORADO

By _____
Dan Shore, Mayor

ATTEST:

_____
City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this_day of_____202____ by _____, as Mayor, and by_____, as Clerk, on behalf of the City of Salida, Colorado.

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

_____
Notary Public

By _____
Russell Granzella

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this_day of_____202____ by _____, as Mayor, and by_____, as Clerk, on behalf of the City of Salida, Colorado.

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

_____
Notary Public

By _____
Tangie Granzella

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this_day of_____202____ by _____, as Mayor, and by_____, as Clerk, on behalf of the City of Salida, Colorado.

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

_____
Notary Public

EXHIBIT A

ANNEXATION PLAT

(SEE ATTACHED)

GRANZELLA–CITY OF SALIDA
ANNEXATION TO THE CITY OF SALIDA

LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN CHAFFEE COUNTY, COLORADO

CERTIFICATE OF DEDICATION AND OWNERSHIP

THIS IS TO CERTIFY THAT RUSSELL R. GRANZELLA, TANGIE J. GRANZELLA AND THE CITY OF SALIDA ARE THE OWNERS OF 100% OF THE LAND DESCRIBED AND SET FORTH HEREIN, EXCEPT PUBLIC STREETS, THAT SUCH OWNERS DESIRES AND APPROVES THE ANNEXATION OF THE TERRITORY DESCRIBED HEREIN TO THE CITY OF SALIDA, COLORADO AND DOES HEREBY DEDICATE TO THE CITY OF SALIDA THAT PORTION OF PROPERTY TO BECOME THE RIGHT-OF-WAYS OF NELSON WAY AND RIVER DRIVE AND THE 15' DRAINAGE EASEMENT AS SHOWN HEREON.

EXECUTED THIS ____DAY OF_____, 2025.

OWNERS:

_____ _____

RUSSELL R. GRANZELLA TANGIE J. GRANZELLA

_____

CITY OF SALIDA (MAYOR)

COUNTY OF CHAFFEE)
) ss.
STATE OF COLORADO)

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS___DAY OF _____2025, BY RUSSELL R. GRANZELLA. WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES_____.

_____

NOTARY PUBLIC

COUNTY OF CHAFFEE)
) ss.
STATE OF COLORADO)

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS___DAY OF _____2025, BY TANGIE J. GRANZELLA. WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES_____.

_____

NOTARY PUBLIC

COUNTY OF CHAFFEE)
) ss.
STATE OF COLORADO)

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS___DAY OF _____2025, BY CITY OF SALIDA (MAYOR). WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES_____.

_____

NOTARY PUBLIC

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS ANNEXATION MAP ALONG WITH THE ORIGINAL ANNEXATION ORDINANCE FOR GRANZELLA-CITY OF SALIDA ANNEXATION TO THE CITY OF SALIDA WERE ACCEPTED FOR FILING IN MY OFFICE ON THIS ____ DAY OF _____, 2025, AND IS DULY RECORDED.

_____

CITY CLERK

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CHAFFEE COUNTY, COLORADO, AT _____ __.M. ON THIS _____ DAY OF _____, 2025 UNDER RECEPTION NUMBER_____

_____

CHAFFEE COUNTY CLERK AND RECORDER

LAND SURVEYOR'S CERTIFICATE

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

PRELIMINARY DRAFT
INTENDED FOR REVIEW BY CLIENT AND AGENTS ONLY

SYDNEY A. SCHIREN
COLORADO L.S. 37937

COLORADO LICENSED
SYDNEY A. SCHIREN
37937
PROFESSIONAL LAND SURVEYOR

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

CERTIFICATION OF TITLE

I _____ A LICENSED TITLE INSURANCE AGENT IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE PROPERTY HEREBY DEDICATED AND AS SHOWN AND DESCRIBED ON THIS PLAT AND FOUND TITLE VESTED IN RUSSELL R. GRANZELLA, TANGIE J. GRANZELLA AND THE CITY OF SALIDA, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS LISTED BELOW:

_____

_____

DATED THIS ____ DAY OF _____, 2025.

_____

TITLE AGENT

GENERAL NOTES

1) BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH FROM COLORADO STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, BASED ON G.P.S. OBSERVATIONS ALONG THE SOUTH BOUNDARY OF TRACT 4 BETWEEN A 1 1/2" ALUMINUM CAP STAMPED LS 16117 AND A 1 1/2" ALUMINUM CAP STAMPED LS 37937 HAVING A BEARING OF NORTH 89°24'25" WEST
2) UNDERGROUND UTILITIES SHOWN AS MARKED ON THE SURFACE BY UTILITY NOTIFICATION CENTER OF COLORADO AND OTHERS. LANDMARK SURVEYING AND MAPPING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY UNDERGROUND UTILITIES DEPICTED HEREON.
3) THIS SURVEY WAS PERFORMED IN CONJUNCTION WITH CENTRAL COLORADO TITLE AND ESCROW, COMMITMENT NO. 24-24186, DATED OCTOBER 3, 2024
4) THIS ANNEXATION SUBJECT TO THE TERMS & CONDITIONS AS SET FORTH IN THE ANNEXATION AGREEMENT RECORDED AT RECEPTION NO.
5) BUILDING SETBACKS AND RAILROAD RIGHT-OF-WAY SHOWN PER PLAT OF LOWRY/COOPER BOUNDARY LINE ADJUSTMENT AS RECORDED AT RECEPTION NO. 335781
6) BUILDINGS SHOWN ARE TO THE EAVES

CITY COUNCIL APPROVAL

WHEREAS, THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TO ANNEX TERRITORY AS DESCRIBED HEREIN BY RUSSELL R. GRANZELLA, TANGIE J. GRANZELLA AND THE CITY OF SALIDA AS OWNERS OF 100 PERCENT OF THE AREA TO BE ANNEXED, EXCEPT PUBLIC STREETS; AND WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED ON _____, 20__, DETERMINED THAT THE ANNEXATION APPLICATION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENT OF SECTION 31-12-107(1), C.R.S.; AND WHEREAS, AFTER NOTICE AND PUBLIC HEARING ON _____, 20__ AS REQUIRED BY SECTION 31-12-108, C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NO. _____ (SERIES 20__), DETERMINING THAT THE ANNEXATION SATISFIED THE REQUIREMENTS OF SECTIONS 31-12-107 AND 109, C.R.S. AND THAT AN ANNEXATION ELECTION WAS NOT REQUIRED; AND
WHEREAS, ON _____, 20__, THE CITY COUNCIL ADOPTED ORDINANCE NO. _____ (SERIES 20__) APPROVING AND ANNEXING **GRANZELLA–CITY OF SALIDA ANNEXATION**
NOW, THEREFORE, THE CITY COUNCIL OF SALIDA, COLORADO DOES HEREBY APPROVE AND ACCEPT THE **GRANZELLA–CITY OF SALIDA ANNEXATION** AS DESCRIBED HEREIN, TO WIT:

A TRACT OF LAND LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, INCLUDING TRACTS 1, 3 AND 4 OF THE LOWRY/COOPER BOUNDARY LINE ADJUSTMENT AS RECORDED AT RECEPTION NO. 335781, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE CENTER-WEST 1/16TH CORNER OF SAID SECTION 4, SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT 1, BEING MARKED BY A 1 16" ALUMINUM CAP STAMPED LS 16117, FROM WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING MARKED BY A 2 16" ALUMINUM CAP STAMPED LS 16117, BEARS SOUTH 89°51'21" EAST, A DISTANCE OF 1262.48 FEET;
THENCE SOUTH 89°21'55" EAST, ALONG THE NORTH BOUNDARY OF SAID TRACT 1, A DISTANCE OF 755.13 FEET TO THE WESTERLY RAILROAD RIGHT-OF-WAY BOUNDARY AS SHOWN ON SAID PLAT OF LOWRY/COOPER BOUNDARY LINE ADJUSTMENT;
THENCE SOUTH 03°20'39" EAST, ALONG SAID RAILROAD RIGHT-OF-WAY, A DISTANCE OF 223.94 FEET TO A POINT ON THE CENTER THREAD OF THE ARKANSAS RIVER;
THENCE SOUTHWESTERLY ALONG THE CENTER THREAD OF THE ARKANSAS RIVER, A DISTANCE OF 249 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY OF SAID TRACT 1;
THENCE NORTH 89°53'39" WEST, ALONG SAID SOUTH BOUNDARY OF TRACT 1, A DISTANCE OF 213 FEET, MORE OR LESS, TO THE EAST BOUNDARY OF SAID TRACT 4;
THENCE SOUTH 00°41'25" WEST, ALONG SAID EAST BOUNDARY OF TRACT 4, A DISTANCE OF 24.07 FEET;
THENCE NORTH 89°54'25" WEST, ALONG THE SOUTH BOUNDARY OF SAID TRACT 4, A DISTANCE OF 483.70 FEET TO THE EAST RIGHT-OF-WAY OF SCOTT STREET;
THENCE NORTH 00°21'20" EAST, ALONG THE SAID EAST RIGHT-OF-WAY OF SCOTT STREET, A DISTANCE OF 220.41 FEET;
THENCE NORTH 89°21'33" WEST, A DISTANCE OF 38.81 FEET TO THE WESTERLY LINE OF A 30 FOOT RIGHT-OF-WAY AND UTILITY EASEMENT;
THENCE NORTH 00°19'13" EAST, ALONG SAID WESTERLY LINE OF A 30 FOOT RIGHT-OF-WAY AND UTILITY EASEMENT, A DISTANCE OF 274.86 FEET TO THE POINT OF BEGINNING.
CONTAINING 8.25 ACRES

SIGNED THIS____DAY OF_____, 2025

_____

MAYOR OF THE CITY OF SALIDA

TOTAL PERIMETER OF LAND TO BE ANNEXED	2483.04'
CONTIGUOUS BOUNDARY WITH CITY OF SALIDA	1289.21'
CONTIGUOUS BOUNDARY REQUIREMENT 1/6=16.7%	51.9%

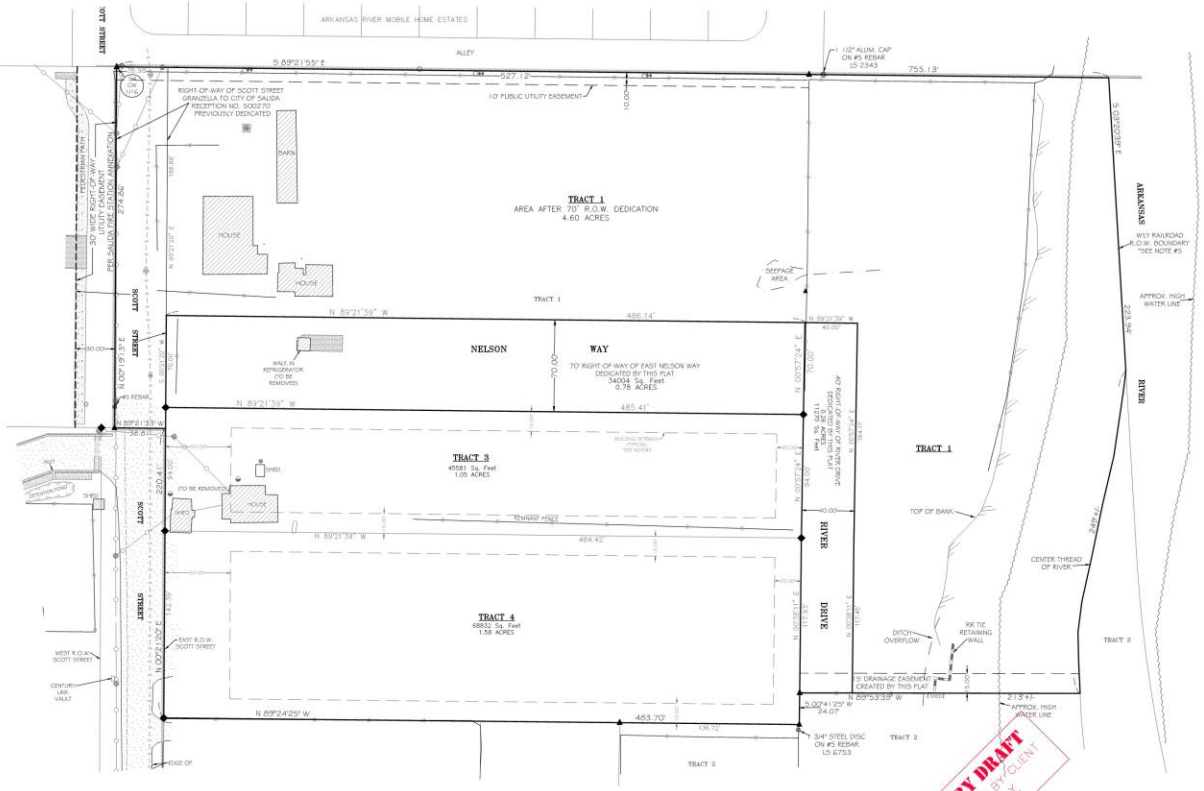
REVISED:	
DATE: MAY 21, 2025	GRANZELLA–CITY OF SALIDA ANNEXATION TO THE CITY OF SALIDA
	LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN CHAFFEE COUNTY, COLORADO
JOB # 24092	LANDMARK SURVEYING & MAPPING
DATE: MAY 20, 2025	P.O. BOX 666 SALIDA, CO 81201 PH 719.539.4021 FAX 719.539.4031
SHEET 1 OF 2	

GRANZELLA–CITY OF SALIDA ANNEXATION TO THE CITY OF SALIDA

LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN CHAFFEE COUNTY, COLORADO

N W E S

SCALE 1" = 40'



VICINITY MAP
NOT TO SCALE

LEGEND

- FOUND MONUMENT AS NOTED
- 1½" ALUMINUM CAP LS 37937
- 1½" ALUMINUM CAP LS 16117
- WATER VALVE
- WATER METER
- POWER POLE
- SEWER CLEAN OUT
- WELL
- SEWER MAN HOLE
- CATCH BASIN
- FIRE HYDRANT
- TELEPHONE PEDESTAL
- SALIDA CITY LIMITS
- FENCE
- OVERHEAD UTILITY
- UNDERGROUND SEWER
- UNDERGROUND WATER LINE
- CONCRETE

LAND SURVEYOR'S CERTIFICATE

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

PRELIMINARY DRAFT
INTENDED FOR REVIEW BY CLIENT AND ADJACENT PROPERTY OWNERS ONLY

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

COLORADO LICENSED 37937 PROFESSIONAL LAND SURVEYOR

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

REVISED:
DATE: MAY 21, 2025
DATE: MAY 27, 2025
JOB # 24092
DATE: MAY 20, 2025
SHEET 2 OF 2

GRANZELLA–CITY OF SALIDA ANNEXATION TO THE CITY OF SALIDA

LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN CHAFFEE COUNTY, COLORADO

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

EXHIBIT B

LEGAL DESCRIPTION OF DEDICATED ROW, FUTURE NELSON WAY

(SEE ATTACHED)

LEGAL DESCRIPTION
OF A
RIGHT-OF-WAY

A STRIP OF LAND LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, ALSO BEING WITHIN TRACT 1 OF THE LOWRY/COOPER BOUNDARY LINE ADJUSTMENT AS RECORDED AT RECEPTION NO. 335781, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 3 OF THE SAID LOWRY/COOPER BOUNDARY LINE ADJUSTMENT, FROM WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING MARKED BY A 2 ½" ALUMINUM CAP STAMPED LS 16117, BEARS NORTH 78°41'06" EAST, A DISTANCE OF 1249.31 FEET;
THENCE SOUTH 89°21'39" EAST, ALONG THE NORTH LINE OF SAID TRACT 3, A DISTANCE OF 485.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT 3;
THENCE NORTH 00°57'24" EAST, A DISTANCE OF 70.00 FEET;
THENCE NORTH 89°21'39" WEST, A DISTANCE OF 486.14 FEET TO THE EAST BOUNDARY OF A NON-EXCLUSIVE RIGHT-OF-WAY FOR ROADWAY PURPOSES PER SAID PLAT OF THE LOWRY/COOPER BOUNDARY LINE ADJUSTMENT;
THENCE SOUTH 00°21'20" WEST, ALONG SAID EAST BOUNDARY OF A NON-EXCLUSIVE RIGHT-OF-WAY FOR ROADWAY PURPOSES, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.78 ACRES

PREPARED BY:

LANDMARK
SURVEYING & MAPPING
SYDNEY A. SCHIEREN, PLS 37937
PO BOX 668
SALIDA, COLORADO 81201

EXHIBIT C

LEGAL DESCRIPTION OF FUTURE ROW EXTENSION OF RIVER DRIVE

(SEE ATTACHED)

LEGAL DESCRIPTION
OF A
RIGHT-OF-WAY

A STRIP OF LAND LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, ALSO BEING WITHIN TRACT 1 OF THE LOWRY/COOPER BOUNDARY LINE ADJUSTMENT AS RECORDED AT RECEPTION NO. 335781, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 3 OF THE SAID LOWRY/COOPER BOUNDARY LINE ADJUSTMENT, FROM WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING MARKED BY A 2 ½" ALUMINUM CAP STAMPED LS 16117, BEARS NORTH 78°41'06" EAST, A DISTANCE OF 1249.31 FEET;
THENCE SOUTH 89°21'39" EAST, ALONG THE NORTH LINE OF SAID TRACT 3, A DISTANCE OF 485.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT 3 AND THE POINT OF BEGINNING;
THENCE SOUTH 00°57'24" WEST, ALONG THE EAST LINE OF SAID TRACT 3, A DISTANCE OF 94.00 FEET TO THE COMMON CORNER OF SAID TRACT 3 AND TRACT 4 OF THE SAID LOWRY/COOPER BOUNDARY LINE ADJUSTMENT;
THENCE SOUTH 00°38'11" WEST, ALONG THE EAST LINE OF SAID TRACT 4, A DISTANCE OF 117.93 FEET TO THE SOUTH LINE OF TRACT 1 OF THE SAID LOWRY/COOPER BOUNDARY LINE ADJUSTMENT;
THENCE SOUTH 89°53'39" EAST, ALONG THE SOUTH LINE OF SAID TRACT 1, A DISTANCE OF 40.00 FEET;
THENCE NORTH 00°38'11" EAST, A DISTANCE OF 117.45 FEET;
THENCE NORTH 00°57'24" EAST, A DISTANCE OF 164.11 FEET;
THENCE NORTH 89°21'39" WEST, A DISTANCE OF 40.00 FEET;
THENCE SOUTH 00°57'24" EAST, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.26 ACRES

PREPARED BY:

LANDMARK
SURVEYING & MAPPING
SYDNEY A. SCHIEREN, PLS 37937
PO BOX 668
SALIDA, COLORADO 81201

EXHIBIT D

LEGAL DESCRIPTION OF DRAINAGE EASEMENT

(SEE ATTACHED)

LEGAL DESCRIPTION
OF A
DRAINAGE EASEMENT

A 15.OO FOOT WIDE STRIP OF LAND LOCATED WITHIN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, ALSO BEING WITHIN TRACT 1 OF THE LOWRY/COOPER BOUNDARY LINE ADJUSTMENT AS RECORDED AT RECEPTION NO. 335781, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 4 OF THE SAID LOWRY/COOPER BOUNDARY LINE ADJUSTMENT, FROM WHENCE THE CENTER QUARTER OF SAID SECTION 4 BEARS NORTH 56°46'37" EAST, A DISTANCE OF 887.96 FEET;
THENCE NORTH 00°41'25" EAST, ALONG THE EAST BOUNDARY OF SAID TRACT 4, A DISTANCE OF 24.07 FEET TO THE COMMON CORNER OF TRACT 1 AND TRACT 2 OF SAID LOWRY/COOPER BOUNDARY LINE ADJUSTMENT AND THE POINT OF BEGINNING;
THENCE SOUTH 89°53'39" EAST, ALONG THE SOUTH BOUNDARY OF SAID TRACT 1, A DISTANCE OF 213 FEET, MORE OR LESS TO THE CENTER THREAD OF THE ARKANSAS RIVER AND THE EAST BOUNDARY OF SAID TRACT 1;
THENCE NORTHERLY ALONG THE SAID CENTER THREAD OF THE ARKANSAS RIVER AND THE EAST BOUNDARY OF SAID TRACT 1, A DISTANCE OF 15 FEET, MORE OR LESS;
THENCE NORTH 89°53'39" WEST, A DISTANCE OF 213 FEET, MORE OR LESS, TO THE SAID EAST BOUNDARY OF TRACT 4
THENCE SOUTH 00°38'11" WEST, ALONG SAID EAST BOUNDARY OF TRACT 4, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

PREPARED BY:

LANDMARK
SURVEYING & MAPPING
SYDNEY A. SCHIEREN, PLS 37937
PO BOX 668
SALIDA, COLORADO 81201

City Council Action Form

Department	Presented By	Date
Administration	Sara Law - Sustainability Coordinator/PIO	August 5, 2025

Agenda Item

Resolution 2025-34 – A Resolution of the City Council of the City of Salida, Colorado Approving Citizen Appointments to the Sustainability Committee Pursuant to Section 2-18-10 of the Salida Municipal Code

Background

In 2023, the City Council passed Ordinance 2023-15 to establish the Sustainability Committee as an official advisory body to the City Council. In accordance with Section 2-18-10 of the Salida Municipal Code, the City Council shall select and appoint person(s) to serve as members of the City of Salida Sustainability Committee.

The Sustainability Committee shall consist of five to nine appointed members, eight of whom shall be appointed by the City Council and one who shall be appointed by the Board of County Commissioners. Further, one member shall be a youth representative.

The committee openings were advertised and the applications closed on July 14th, 2025. Staff along with a group of committee members held interviews with the committee applicants on July 28th, 2025.

Recommendation

Staff and the interview subcommittee is recommending Council appoint three candidates to the Sustainability Committee. The candidates recommended for appointment are Chris Jamboretz, Imogen Ainsworth, and Emma Karlok.

Fiscal Impact

There is no fiscal impact.

Motion

A City Councilmember should state "I move to _____ Resolution 2025-34 and a Resolution of the City Council of the City of Salida, Colorado Approving Citizen Appointments to the Sustainability Committee Pursuant to Section 2-18-10 of the Salida Municipal Code", followed by a second and a roll call vote.

1. The City Council hereby appoints _____ as a two year member of the Salida Sustainability Committee; term to expire August 1, 2027.
2. The City Council hereby appoints _____ as a two year member of the Salida Sustainability Committee; term to expire August 1, 2027.
3. The City Council hereby appoints _____ as a two year member of the Salida Sustainability Committee; term to expire August 1, 2027.

City Of Salida, Colorado
Resolution No. 34
Series of 2025

A Resolution of the City Council of the City of Salida, Colorado, approving Citizen Appointments to the Sustainability Committee Pursuant to Section 2-18-10 if the Salida Municipal Code

WHEREAS, in accordance with Section 2-18-10 of the Salida Municipal Code ("SMC"), the City Council shall select and appoint person(s) to serve as members of the City of Salida Sustainability Committee and; and

WHEREAS, the Sustainability Committee (the "Committee") shall consist of five to nine appointed members, eight of whom shall be appointed by the City Council and one who shall be appointed by the Board of County Commissioners. Further, one member shall be a youth representative, the City Council wishes to fill the vacancy for prescribed terms; and; and

WHEREAS, the City Council appreciates the service these members of the community have devoted to bettering Salida through participation on the Sustainability Committee; and

WHEREAS, in accordance with Section 2-18-10 of the Salida Municipal Code ("SMC"), the City Council shall confirm the appointments by majority vote.

Now, therefore, be it resolved by the City Council of the City of Salida, Colorado that:

1. The City Council hereby appoints Chris Jamboretz as a two year member of the Salida Sustainability Committee; term to expire August 1, 2027.
2. The City Council hereby appoints Imogen Ainsworth as a two year member of the Salida Sustainability Committee; term to expire August 1, 2027.
3. The City Council hereby appoints Emma Karlok as a two year member of the Salida Sustainability Committee; term to expire August 1, 2027.

Resolved, Approved and Adopted this 5th day of August, 2025.

City of Salida, Colorado

By_____

Mayor

[SEAL]

[ATTEST]_____
City Clerk/Deputy City Clerk

CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	August 5, 2025

AGENDA ITEM

Resolution 2025 -35 - A Resolution of the City Council for the City of Salida, Colorado, to appoint members to the PROST advisory board to replace 3 members whose term expired.

BACKGROUND

3 PROST board members terms expired in July 2025 – Rob White, Jessica Downing (resigned 12/2024 term filled by Ricki Garden), and Stacey Falk (resigned 4/2025 term left vacant). The PROST board met at their regular meeting on 7/22/25, reviewed 6 applications – Josh Buckberg, Jared Robertson, Ricki Garden, Butch Roberts, Kelsey Leva and Rob White. The board voted to interview Ricki Garder, Josh Buckberg, Kelsey Leza, and Jared Roberson. The chosen applicants were interviewed on 7/29/25 by John Vandewalle, Kristy Falcon, Anissa Caiazza, Nate Mohrmann, Maggie Clark and Diesel Post. Along with an application and resume review the group asked each applicant 5 questions:

- **How do you use the Salida Parks and Recreation system and/or programs?**
- **What would you advise that City staff in the department focus their time and efforts on?**
- **What would you work on in your free time to bring to the advisory committee?**
- **What is your experience on or with an advisory committee?**
- **Can you explain your understanding of how the Department of Parks and Recreation is funded?**
- **Is there anything else that you would like us to know?**

At the time the workgroup selected Ricki Garden, Jared Roberson and Kelsey Leva, to be recommended for appointment to the PROST Board.

RECOMMENDATION

The recommendation is to appoint Ricki Garden, Jared Roberson and Kelsey Leva to the PROST Board.

FISCAL IMPACT

There is no fiscal impact.

MOTION

A City Councilmember should state, “I move to _____ Resolution 2025-35, a resolution of the City Council for the City of Salida, Colorado appointing Ricki Garden, Jared Roberson and Kelsey Leva term to the PROST Board,” followed by a second and a roll call vote:

CITY OF SALIDA, COLORADO
RESOLUTION NO. 35
(Series of 2025)

A Resolution of the City Council of the City of Salida, Colorado, approving Citizen Appointments to the Parks, Recreation, Open Space, and Trails Advisory Board Pursuant to Section 2-14-10 if the Salida Municipal Code

WHEREAS, in accordance with Section 2-14-20 a. of the Salida Municipal Code ("SMC"), the City Council shall appoint person(s) to serve as members of the Parks, Recreation, Open Space and Trails Advisory Board; and

WHEREAS, three vacancies for regular members need to be filled; and

WHEREAS, six applications were received, and three applicants were interviewed by a selection committee, which has provided recommendations for the appropriate appointments; and

WHEREAS, the City Council appreciates the service members of the community have devoted to bettering Salida through participation on the Parks, Recreation, Open Space and Trails Advisory Board; and

WHEREAS, in accordance with Section 2-14-20 a. of the Salida Municipal Code ("SMC"), the City Council shall confirm appointments by majority vote.

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

The City Council hereby appoints the following individuals to serve on the Parks, Recreation, Open Space, and Trails Advisory Board in the following capacity and term:

1. Appoint Ricki Garden, Jared Roberson and Kelsey Leva as regular members to serve two year terms, to expire June 30, 2027.

RESOLVED, APPROVED AND ADOPTED this 5th day of August, 2025.

CITY OF SALIDA, COLORADO

By_____
Mayor

[SEAL]

[ATTEST]_____
City Clerk/Deputy City Clerk