



City Council Regular Meeting

448 E 1st Street, Room 190 Salida, Colorado 81201

March 17, 2026 at 6:00 PM

Agenda

Please register, **BY 4:30 pm the day of the meeting** for Regular City Council Meeting

https://zoom.us/webinar/register/WN_IJlzcmlQTggcTEDomhRz5A

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

Pledge of Allegiance

Roll Call

Amendment(s) to Agenda

Consent Agenda

All matters listed under the Consent Agenda, are considered to be routine business matters by the Council and will be enacted with a single motion and a single vote by roll call. There will be no separate discussion of these items. If discussion is deemed necessary by any member of the Council, that item should be removed from the Consent Agenda and considered separately.

1. Approve Agenda
2. Approve March 3, 2026 Minutes
3. Approve a Special Event Liquor License for April 18, 2026 at A Church
4. Approve MOU between the City of Salida and the Salida School District R-32-J
5. Approve Relationship Agreement with the Salida Council for the Arts
6. **Ordinance 2026-10** - An Ordinance of the City Council of the City Of Salida, Colorado Approving A Substantial Modification of Parcels VPA-1, VPA-7, VPA-8, and VPA-9 of the Vandaveer Ranch Planned Development (area also known as the South Ark Neighborhood) to make clarifications, update architectural and dimensional standards, revise affordable housing workforce provisions, and outline review procedures. **Approve on first reading and set second reading and public hearing for April 7, 2026**
7. Approve Final Settlement for the Oak Street Improvements Project
8. Approve Final Settlement for the Downtown Streetscape Improvements Project

Citizen Comment—Three (3) Minute Time Limit

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.

Liquor Licensing Authority

9. New Hotel and Restaurant Liquor License for Graystone Roadhouse, LLC, dba Graystone Roadhouse located at 720 E. Highway 50.
10. City Council, as the Local Licensing Authority, to review, and potentially issue an Order to Show Cause and schedule public hearing relating to the Retail Liquor Store liquor license for Nine Stripes LLC dba Arlie Dale's Jug Liquor located at 220 North F Street

Unfinished Business / Action Items

New Business / Action Items

11. Gain direction from City Council regarding purchasing fireworks for 4th of July and the Parade of Lights.
12. **Resolution 2026-10** A Resolution of the City Council for the City of Salida, Colorado approving Citizen appointments to the Historic Preservation Commission.
13. **Resolution 2026-11** A Resolution of the City Council of the City of Salida, Colorado, Amending the 2026 Fee Schedules and Establishing the Dates of the F Street Closure.

Councilors, Mayor and City Treasurer Reports

Council Reports

Pappenfort - CHA

Martin - Sustainability Committee

Stephens - Airport Board

Fontana - Finance Committee and Greater Salida Recreation Corporation Board

Rovinsky - PROST Board

Schreiner - Finance Committee and ACAC

Mayor Report

Attorney Report

Treasurer Report

Department Updates

Adjourn



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City Clerk | Deputy City Clerk

Mayor

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City Council Regular Meeting

448 E 1st Street, Room 190 Salida, Colorado 81201
March 3, 2026 at 6:00 PM

Minutes

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Call to Order at 6:00 PM

Pledge of Allegiance

Roll Call

PRESENT

Council Member Joey Rovinsky
Council Member Wayles Martin
Council Member Shelley Schreiner
Council Member Alisa Pappenfort
Council Member Aaron Stephens
Council Member Suzanne Fontana
Treasurer Ben Gilling
Mayor Justin Critelli

Amendment(s) to Agenda

Consent Agenda

All matters listed under the Consent Agenda, are considered to be routine business matters by the Council and will be enacted with a single motion and a single vote by roll call. There will be no separate discussion of these items. If discussion is deemed necessary by any member of the Council, that item should be removed from the Consent Agenda and considered separately.

Council Member Pappenfort moved to combine and approve items on the consent agenda, seconded by Council Member Stephens.

Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin, Council Member Schreiner, Council Member Rovinsky

Approve Agenda

Approve February 17, 2026 Minutes

MOTION PASSED

Citizen Comment–Three (3) Minute Time Limit No citizens signed up to speak

Proclamations

Celebrating March 2026 as Women’s History Month

Unfinished Business / Action Items

Ordinance 2026-07 An Ordinance of the City Council of the City of Salida, Colorado Repealing and Reenacting Section 8-3-40 Entitled “Unregistered Vehicles on Public Property” of the Salida Municipal Code. **Second Reading and Public Hearing**

Mayor Critelli opened the Public Hearing. Hearing no comments, the mayor closed the public hearing.

Council Member Fontana moved to approve Ordinance 2026-07, seconded by Council Member Pappenfort.

Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Schreiner, Council Member Martin, Council Member Rovinsky

MOTION PASSED

Ordinance 2026-08 An Ordinance of the City Council of the City of Salida, Colorado, Amending Section 16-4-80 of the Salida Land Use Code to Implement State Requirements Related to the Prohibition of Nonfunctional Turf, Artificial Turf, and Invasive Plant Species Under Senate Bill 24-005. **Second Reading and Public Hearing**

Mayor Critelli opened the Public Hearing. Hearing no comments, the mayor closed the public hearing.

Council Member Martin moved to approve Ordinance 2026-08, seconded by Council Member Schreiner.

Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Schreiner, Council Member Martin, Council Member Rovinsky

MOTION PASSED

Ordinance 2026-09 An Ordinance of the City of Salida, Colorado Zoning Certain Real Property Known as the 5-H LLC Annexation as R2 Medium-Density Residential Zone District. **Second Reading and Public Hearing**

Mayor Critelli opened the Public Hearing. Denise Wentz spoke during the public hearing. Hearing no further comments, the mayor closed the public hearing.

Council Member Pappenfort moved to approve Ordinance 2026-09, seconded by Council Member Martin.

Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Schreiner, Council Member Martin, Council Member Rovinsky

MOTION PASSED

New Business / Action Items

Resolution 2026-08 A Resolution of the City Council of the City of Salida, Colorado, Approving Citizen Appointments to the Public Arts Commission Pursuant to Section 2-16-30 of the Salida Municipal Code.

Council Member Schreiner moved to approve Resolution 2026-08 appointing Maggie Barnard, Leslie Matthews and Dania Pettus to the Arts and Culture Advisory Commission, seconded by Council Member Martin.

Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin, Council Member Schreiner, Council Member Rovinsky

MOTION PASSED

Resolution 2026-09 A Resolution of the City Council of the City of Salida, Colorado, Approving an Annexation Agreement with 5-H LLC for the Annexation of Certain Real Property into the City.

Council Member Martin moved to approve Resolution 2026-09, seconded by Council Member Fontana.

Voting Yea: Council Member Pappenfort, Council Member Fontana, Council Member Stephens, Council Member Martin, Council Member Schreiner, Council Member Rovinsky

MOTION PASSED

Councilors, Mayor and City Treasurer Reports

Council Reports

Pappenfort - CHA

Martin – Sustainability Committee

Stephens - Airport Board

Fontana - Finance Committee and Greater Salida Recreation Corporation Board

Rovinsky – PROST Board

Schreiner - Finance Committee

Reports were given.

Mayor Report

Report was given.

Attorney Report

Treasurer Report

Department Updates

Adjourn Meeting adjourned at 7:36 pm



City Clerk | Deputy City Clerk

Mayor

Event description:

Saturday April 18th Fly Fishing Film Tour 2026 at Salida A Church.

We are hosting this year's Fly Fishing Film Tour as a fundraiser for Veterans Expeditions. We will be showing the film tour's films, have a silent auction, and have beer and food for sale. Doors will open at 5:30 pm and the entire show will be over and we will be out of the A Church by 10 pm on Friday April 18th. We are not serving wine or liquor. Just beer from Elevation Beer Company.

Veterans Expeditions is a local Salida non-profit getting military and veterans outside since 2010. We run around 40 trips and events annually getting 1000 plus vets involved, outside, and part of our community.

Mission Statement:

Empower veterans to overcome challenges associated with military service through outdoor training and leadership.

Nick Watson
Former Army Ranger 3/75
Executive Director / Founder
Veterans Expeditions
www.vetexpeditions.com
nick@vetexpeditions.com
PO Box 476 Salida CO 81201
719-792-2055

2017 Outdoor Inspiration Award Winners, Veterans Expeditions, Non-Profit Category

2014 National Geographic Adventurer of the Year

2011 James Wilcox Award for the 9/11/11 VetEx Grand Teton Climb

Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- Social Athletic Philanthropic Institution
 Fraternal Chartered Branch, Lodge or Chapter Political Candidate
 Patriotic National Organization or Society Municipality Owned Arts Facilities
 Political Religious Institution Chamber of Commerce

LIAB Type of Special Event Applicant is Applying for:

- 2110 Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 Fermented Malt Beverage \$10.00 Per Day

Name of Applicant Organization or Political Candidate

State Sales Tax Number (Required)

Mailing Address of Organization or Political Candidate

City State ZIP Code

Address of Place to Have Special Event

City State ZIP Code

Authorized Representative of Qualifying Organization or Political Candidate

Date of Birth (MM/DD/YY)

Phone Number

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

City State ZIP Code

Event Manager

Andrea Mossmar

Date of Birth (MM/DD/YY)

Phone Number

Event Manager Home Address

City

State

ZIP Code

Salida

CO

81201

Email Address of Event Manager

1. Is the place to have the Special Event located on State-owned property?

Yes No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

No Yes, How many days?

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

No Yes, License Number

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

Yes No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

Yes No

6. For Chambers of Commerce - Please list all members participating in the SEP.

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Date
4/18/2026	
From:	From:
5pm	
To:	To:
10pm	

Date	Date
From:	From:
To:	To:

Date	Date
From:	From:
To:	To:

Date	Date
From:	From:
To:	To:

Date	Date
From:	From:
To:	To:

Date	Date
From:	From:
To:	To:

Date	Date
From:	From:
To:	To:

Date	Date
From:	From:
To:	To:

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title
Executive Director

Signature
Matthew Watson

Date (MM/DD/YY)
03/04/26

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

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

Therefore, this Application is Approved.

Local Licensing Authority (City or County)
 City County

Telephone Number of City/County Clerk

Title

Signature

Date (MM/DD/YY)

Do Not Write in this Space - For Department of Revenue Use Only

Liability Information

License Account Number <input type="text"/>	Liability Date <input type="text"/>
State <input type="text"/>	Total <input type="text"/>
-750 (999) \$.00

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- Appropriate fee.
 - Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
 - Copy of deed, lease, or written permission of owner for use of the premises.
 - Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
 - If not incorporated, a NONPROFIT charter; **or**
 - If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.
-
- Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
 - Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
 - State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
 - Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.



VALID ONLY FOR THIS ORGANIZATION AT THIS LOCATION

A Church
 419 D Street
 Salida, CO 81201

SPECIAL EVENTS PERMIT MALT, VINOUS AND SPIRITUOUS LIQUOR

	Date	Hour		Date	Hour
FROM	04/18/2026	5:00pm to 10:00pm			

This permit is issued subject to the laws of the State of Colorado and especially under the provisions of Article 3, 4 & 5 of Title 44, Colorado Revised Statutes, as amended and the Ordinances of the City of Salida, insofar as the same may be applicable.

This permit is non-transferable. It is issued only for the specific location described above and must be conspicuously posted at that location.

In testimony whereof, The City Council has hereunto subscribed its name by its officers duly authorized this 17th day of March, 2026.

ATTEST:

The City of Salida

 City Clerk/Deputy City Clerk

 City Clerk

Address number posted
minimum 4" w/contrasting
background

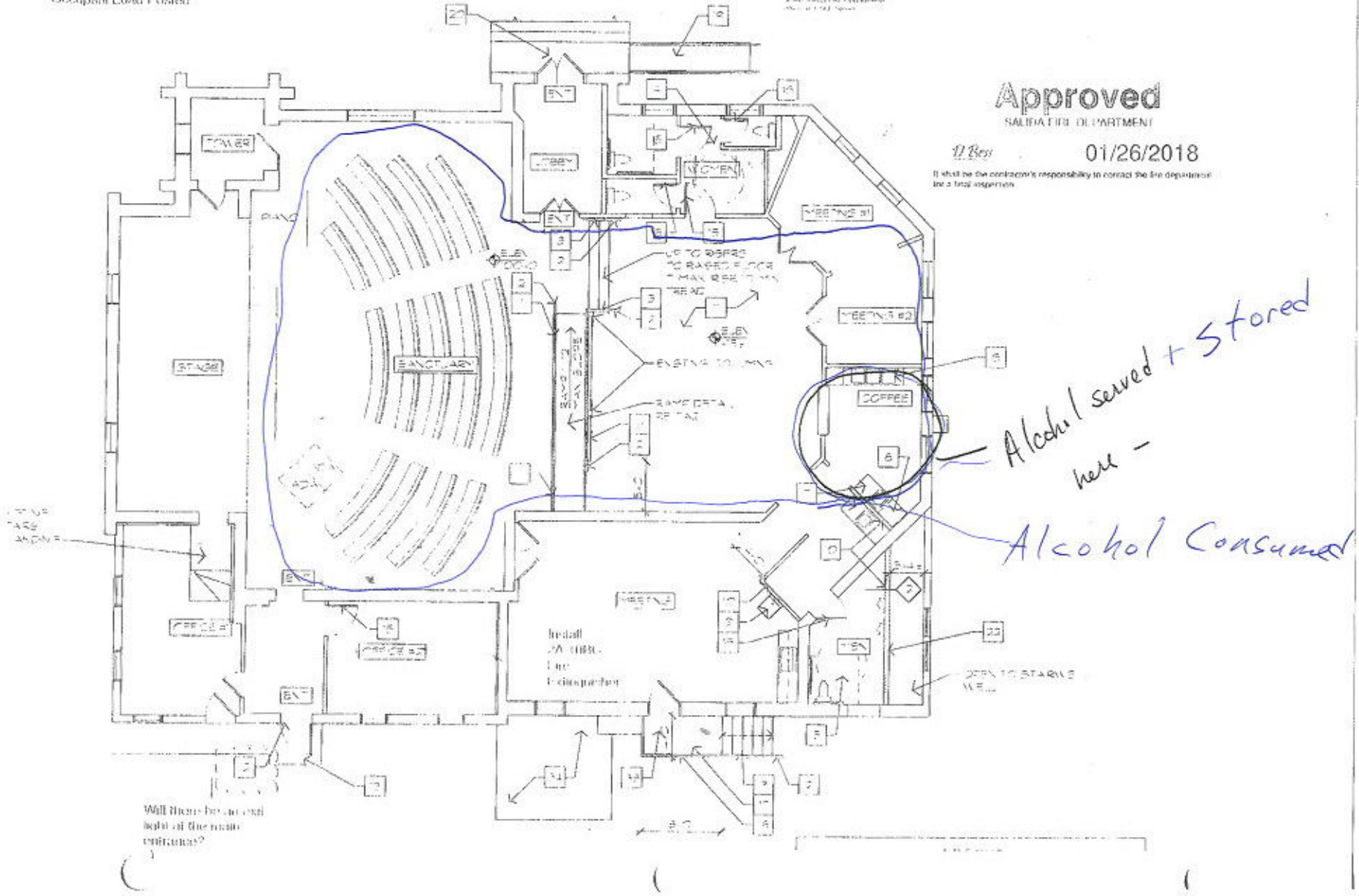
Purchase and install Knox
Box. Provide necessary
keys to gain entrance.
Approved by Fire Dept. in 2014
with Safety Assessment
dated 11/23/14

Occupant Load Posted

Approved
SALVATI FIRE DEPARTMENT

01/26/2018

U. Ben
It shall be the contractor's responsibility to contact the fire department
for a final inspection.



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,

Veterans Expeditions Inc

is a

Nonprofit Corporation

formed or registered on 04/25/2014 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 2014126775 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/25/2026 that have been posted, and by documents delivered to this office electronically through 02/27/2026 @ 05:32:21 .

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 02/27/2026 @ 05:32:21 in accordance with applicable law. This certificate is assigned Confirmation Number 18258883 .



A handwritten signature in blue ink that reads "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."

PUBLIC NOTICE

(Pursuant to § 44-5-106(2), C.R.S.)

DATE/TIME POSTED: March 5, 2026, 2026 at 4:00 p.m. a.m./p.m.

PROPOSED SPECIAL EVENT LIQUOR PERMIT

A Church, has filed an Application for a
SPECIAL EVENT LIQUOR PERMIT to be held on April 10, 2026, from
5:00 p.m. a.m./p.m. to 10:00 p.m. a.m./p.m. at the following address:

A CHURCH

419 D STREET

Salida, CO 81201

PROTEST PROCEDURE

Any affected person who wishes to protest the issuance of the permit must file a **WRITTEN PROTEST** within ten (10) days of the date and time posted as set forth above, stating the grounds for the protest and the name, address, email address (if any), and telephone number of the person filing the protest. A written protest will be considered filed upon receipt. Written protests may be filed by sending them to the U.S. Mail or Email address set forth below:

U.S. Mail Address: City of Salida
City Clerk
448 E. First Street, Ste. 112
Salida, CO 81201

E-Mail Address: clark@cityofsalida.com

HEARING

The local licensing authority, or its assigned administrative officer (which may be the Colorado Liquor Enforcement Division), shall cause a hearing to be held if, after investigation and upon review of the contents of any timely written protest(s) filed by any affected person(s), sufficient grounds appear to exist for the denial of the special event permit. Any hearing required pursuant to § 44-5-107(3), C.R.S., Regulation 47-1002 1 CCR 203-2, or any hearing held at the discretion of the local licensing authority, or its assigned administrative officer, shall be held at least ten (10) days after the date of posting of the public notice, shown above, and notice of the hearing shall be provided to the Applicant and any person who has filed a written protest.



City Council Action Form

Department Administration	Presented By Christy Doon - City Administrator	Date March 17, 2026
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Agenda Item

Consent Agenda – MOU with Salida School District regarding Fair Contribution of Land in the South Ark Neighborhood

Background

Per the City's IGA with the Salida School District, the addition of housing within the South Ark Neighborhood triggers the Fair Contribution for Public Schools Site requirement in Section 16-6-140 of the Salida Municipal Code. This MOU provides to the District approximately 1.4 acres of property within the South Ark Neighborhood. This land was not planned to have housing, thus will not affect the current plan or location of housing.

Recommendation

Staff recommends Council approve the MOU.

Fiscal Impact

There is no fiscal impact.

Motion

A City Councilmember should state, "I move combine and approve the items on the consent agenda", followed by a second and a roll call vote.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made effective the ____ day of _____, 2026, between the CITY OF SALIDA, a Colorado statutory municipal corporation (the “City”), and the SALIDA SCHOOL DISTRICT R-32-J (the “School District”) (collectively the “Parties”).

RECITALS

WHEREAS, the City and School District recognize that there is a severe shortage of affordable workforce housing for residents of the City; and

WHEREAS, the City believes that working with community partners and through available funding sources, that it can create or have created additional affordable workforce housing for a portion of the residents of the City within the South Ark Neighborhood; and

WHEREAS, the City and School District acknowledge that the development of additional affordable workforce housing for a portion of the residents of the City within the South Ark Neighborhood will trigger the Fair Contribution for Public School Sites requirement set forth in Section 16-6-140 of the City of Salida, Colorado Municipal Code (the “Code”) and the Intergovernmental Agreement Concerning Fair Contributions for Public School Sites Among the City of Salida, the Town of Buena Vista, the Town of Poncha Springs, Chaffee County, the Salida School District R-32-J and the Buena Vista School District R-31, dated effective February 8, 2022 (the “IGA”), as it relates to the City and the School District; and

WHEREAS, the City and School District wish to enter into this MOU to memorialize the Parties’ general agreement concerning the impact of the development of such additional affordable workforce housing for a portion of the residents of the City within the South Ark Neighborhood in relation to the Fair Contribution for Public School Sites requirement contained in the Code and the IGA.

NOW, THEREFORE, the Parties set forth and memorialize their mutual understandings as follows:

1. Purpose and General Description. The purpose of this MOU is (a) to generally detail the amount and location of real property that is to be dedicated by the City to the School District and that is associated with the Fair Contribution for Public School Sites requirement contained in the Code and the IGA in light of the development of the South Ark Neighborhood and (b) to allow for the platting of future Phases of the South Ark Neighborhood. The South Ark Neighborhood and the three (3) Phases associated with the development of same are generally described and depicted in Exhibit A to this MOU.

2. Term. This MOU shall remain in effect from the date first set forth above until it is terminated by mutual written agreement of the Parties or as otherwise set forth herein.

3. Fair Contribution for Public School Sites, Possible Additional Purchase and Sale of Real Property, and Platting of Future Phases of the South Ark Neighborhood.

A. It is estimated that the City will dedicate approximately 1.4 acres of real property within the South Ark Neighborhood to the School District as its Fair Contribution for Public School Sites under the Code, the IGA, and applicable law in connection with the development of the South Ark Neighborhood. It is anticipated that any such dedication of real property by the City to the School District shall be located within that area circled in blue on Exhibit B hereto. The Parties acknowledge that the foregoing estimate of real property to be dedicated by the City to the School District is based upon the contemplated scope of additional affordable workforce housing to be developed for a portion of the residents of the City within the South Ark Neighborhood. Should the scope of such development increase or decrease the Parties acknowledge that the amount of real property to be dedicated by the City to the School District for the Fair Contribution for Public School Sites under the Code, the IGA, and applicable law will also change. The final determination of the amount of real property to be dedicated by the City to the School District for the Fair Contribution for Public School Sites under the Code, the IGA, and applicable law shall be made by the Parties during future Phases of the development of the South Ark Neighborhood and memorialized once the final scope of development of additional affordable workforce housing is made.

B. Should the School District wish to purchase additional property within the South Ark Neighborhood, the City will consider any such proposed purchase and sale of such additional property in good faith.

C. The School District and City agree that the City shall plat the Phase in which the real property to be dedicated to the School District is located within one (1) year following the date first set forth above and without a final determination of the amount of real property to be dedicated by the City to the School District for the Fair Contribution for Public School Sites under the Code, the IGA, and applicable law having been made.

4. Default and Remedies.

A. School District Default. If the City alleges that the School District is in default under this MOU and the School District does not cure such default within thirty (30) days following written notice from the City, the City shall be entitled to the following remedies, which shall be cumulative to any other remedies set forth in this MOU: (i) injunctive relief; (ii) specific performance; and (iii) any other remedies permitted under the Municipal Code of the City of Salida (the "Code"), or otherwise set forth in this MOU, or available at law or in equity. The City shall extend the cure period if the nature of the default is such that it cannot reasonably be remedied within thirty (30) days, provided the School District commences the corrective action within thirty (30) days and diligently pursues such correction thereafter.

B. City Default. If the School District alleges that the City is in default under this MOU and the City does not cure such default within thirty (30) days following written

notice from the School District, the School District shall be entitled to the following remedies which shall be cumulative to any other remedies set forth in this MOU: (i) injunctive relief; (ii) specific performance; and (iii) any other remedies permitted under the Code, or otherwise set forth in this MOU, or available at law or in equity. The School District shall extend the cure period if the nature of the default is such that it cannot reasonably be remedied within thirty (30) days, provided the City commences the corrective action within thirty (30) days and diligently pursues such correction thereafter.

C. Limitation on Damages. Except as expressly provided in this MOU, neither party shall be entitled to claim or receive any form of damages from the other, whether remedial, compensatory, punitive, or consequential, including economic damages and lost profits.

5. Legal Agreements. Any legal agreements entered into under or pursuant to this MOU must be approved, as to form, by the City Attorney, before execution.

6. Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

City:
City of Salida
Attn: City Administrator
448 E. First Street, Suite 112
Salida, CO 81201

School District:
Salida School District R-32-J
Attn: Superintendent
627 Oak Street
Salida, CO 81201

With a copy to:
Nina P. Williams, Esq.
Wilson Williams Fellman Dittman
1314 Main Street, Suite 101
Louisville, CO 80027

With a copy to:
Caplan and Earnest LLC
Attn: Melissa Barber, Esq.
3107 Iris Avenue, Suite 100
Boulder, CO 80301

or to such other address or person as either party shall have previously designated by written notice given to the other party in the manner hereinabove set forth. Notices given hereunder shall be deemed given, in the case of personal delivery, on the date delivered, and in the case of delivery by certified mail, on the third (3rd) business day after delivery to the United States Postal Service.

7. No Third-Party Beneficiaries. None of the provisions in this MOU shall give or allow any claim, benefit, or right of action by any person or entity other than the Parties.

8. No Personal Liability of Elected Officials and Officers. No individual who is either a director, councilperson, and/or officer of the City shall be subject to personal liability to any person or entity in connection with the performance or non-performance of the obligations and responsibilities of the City hereunder.

9. Governing Law. This MOU, and the terms, conditions and covenants herein contained, shall be deemed to complement and shall be in addition to the conditions and requirements of the Code and other applicable laws, rules and regulations. This MOU shall be construed pursuant to the laws of the State of Colorado. Jurisdiction and venue for any cause of action arising under this MOU shall be proper and exclusive in the Chaffee County District Court.

10. Governmental Immunity. No term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

11. Assignment. The School District may not assign this MOU or any of its rights or obligations hereunder without the prior written consent of the City. This MOU shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

12. Headings. The headings in this MOU are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

13. Severability. If any provision of this MOU is held invalid or unenforceable by a court with competent jurisdiction, the remainder of this MOU or the application of such provision to persons other than those as to who it is held invalid or unenforceable, shall not be affected and each provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.

14. Attorney's Fees. In the event any party commences an action to enforce its rights hereunder or to enjoin any violation of the terms and provisions of this MOU, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and other costs incurred in such action from the non-prevailing party.

15. Entire Understanding. This MOU together with the IGA contains the entire understanding of the Parties and supersedes all verbal or prior written agreements, arrangements, and understandings of the Parties relating to the subject matter contained herein. The Parties further intend that this MOU constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this MOU in any judicial proceeding involving this MOU.

16. Modification/Waiver. This MOU may only be modified upon written agreement of the Parties, or their respective successors and permitted assigns. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this MOU or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this MOU. Any express waiver of a term of this MOU shall not be binding and effective unless made in writing and properly executed by the waiving party.

17. Appropriations. The Parties understand and acknowledge that both the City and School District are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this MOU. It

is understood and agreed that this MOU does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this MOU to the contrary, all payment obligations of the City or School District are expressly dependent and conditioned upon the continued availability of funds beyond the term of the City's and/or School District's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City and/or School District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations and resolutions of the City and School District, respectively, and other applicable law. Upon the failure to appropriate such funds, this MOU shall be terminated.

18. Warranty of Authority. Each individual executing this MOU on behalf of the City and School District represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of the City or School District, respectively, and that this MOU is binding upon the City and School District.

19. Construction. Each party has participated in the drafting of this MOU, which each party acknowledges is the result of extensive negotiations between the Parties. Accordingly, the Parties agree that in the event an ambiguity or question of intent or interpretation arises, this MOU shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this MOU.

20. Counterparts. This MOU may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together shall constitute a single MOU.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

EXHIBIT A

The South Ark Neighborhood

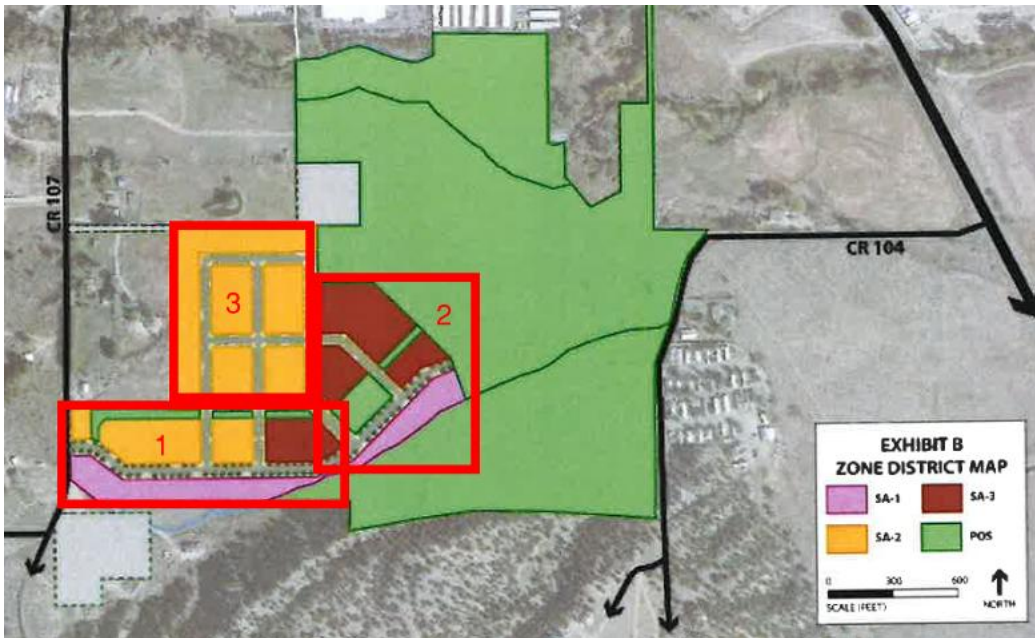
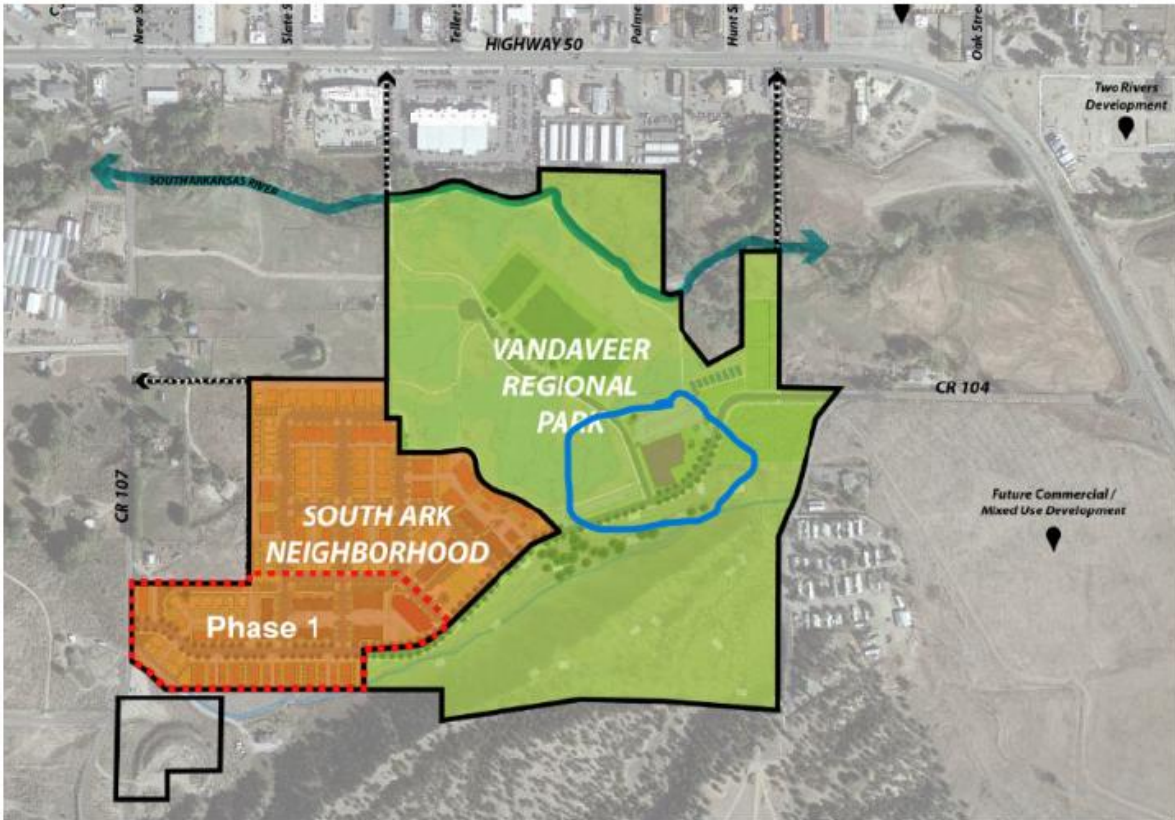


EXHIBIT B

Anticipated Location of Real Property to be Dedicated by the City to the School District
(Circled in Blue)





City Council Action Form

Department Arts, Parks, Recreation and Culture	Presented By Diesel Post - APCR Director	Date March 17, 2026
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Agenda Item

Consent Agenda –Relationship agreement with the Salida Council for the Arts for use of the SteamPlant and management of the Community Costume program.

Background

For years, the SCFTA has used the Steamplant to hold fundraising events that support Arts and Culture events and Creative District initiatives. Because this relationship with the SCFTA is unique and critical for events like ArtWalk and Creative Mixers a formal relationship agreement has been developed for Council approval.

Motion

A City Councilmember should state, “I move combine and approve the items on the consent agenda”, followed by a second and a roll call vote.

Attachments:

Relationship agreement between the City of Salida and the Salida Council for the Arts.

RELATIONSHIP AGREEMENT

This Relationship Agreement (“Agreement”) entered into this 17th day of March, 2026, by and between the **City of Salida, CO**, a statutory city and municipal corporation, hereinafter referred to as “City”, and the **Salida Council for the Arts (SCFTA), PO Box 672, Salida, CO 81201** hereinafter referred to as “Organization”.

WHEREAS, Organization is a community-based organization providing for the arts and cultural or other positive benefits of the Salida community; and,

WHEREAS, the City owns and operates certain property and facilities and rights-of-way and regulates certain activities throughout the City of Salida; and,

WHEREAS, Organization desires to enter into this Agreement with the City to support and enhance community arts and culture programming and awareness; and

WHEREAS, the City wishes to enter into this Agreement with Organization to memorialize the Parties’ collaborative relationship and understanding; and

WHEREAS, the City and Organization further wish to clarify within this Agreement the duties of each Party, as well as to set forth all terms and conditions between the Parties.

NOW THEREFORE, BE IT HEREINAFTER AGREED BY THE PARTIES AS FOLLOWS:

1. **Purpose and Description:** Organization plans to host public arts and culture programs, utilizing City facilities, including The Steamplant Ballroom, Paquette Gallery, Plaza, Annex and Basement at The Salida Steamplant located at 220 West Sackett, within the City of Salida, County of Chaffee, and State of Colorado. The location shall only be accessed by the Organization for Mini Master Pieces, Valley Visions, Creative Mixers and Community Costumes at scheduled times and approved in advance by the City.
2. **Term:** The term of the Agreement shall be for one (1) year starting from the date of approval of this Agreement or until terminated by either Party. As long as Organization is in compliance with the terms and conditions of this Agreement, this Agreement shall be automatically renewed on an annual basis thereafter. Either Party may terminate this Agreement upon thirty (30) days written notice, with or without cause.
3. **Rate:** City will charge Organization zero dollars, \$0.00.
4. **Special Conditions:** The Parties have agreed to provide or facilitate the following components, and comply with the additional rules under this Agreement as follows:

A. Organization will:

- i. Coordinate and oversee community arts and culture events and offerings, not managed by the City that are free and open to the public to include
 - 1. **Advertise**, collaborative events and activities through social media, radio, print and websites to include City Arts & Culture or City logos; and
 - 2. **Creative Mixers**, secure and compensate a musician for monthly gatherings showcasing artists and events, and other expenses associated with the event; and
 - 3. **Mini Masterpieces**, manage and run a Mini artwork show. Art pieces auctioned off during Art Walk, retain all funds; and
 - 4. **Valley Visions**, manage and run a juried art show including a student juried category with a silent auction for fundraising; and
 - 5. **Dog Days of Summer**, manage and run an annual fundraiser celebrating our love for dogs, art and life in Salida; with a donation going to the Arkansas Valley Humane Society; and
 - 6. **Art Has a Second Chance**, manage and run an event giving artists an opportunity to donate unwanted artwork for the purpose of “art finding a home”. The sales from unwanted art is applied to grant awards, student scholarships and art education; and
 - 7. **Cabes, Diodato and Schleis Endowment**, manage and hold a permanent art collection of donated works of art. The purpose of this collection is to support the grant, scholarship and art education programs with sales made from this collection; and
 - 8. **Community Costumes**, manage inventory and use of theatrical costumes gathered and donated from productions available for theater and musical groups to check out; and
- ii. **Lead the following aspects of funding:**
 - 1. Manage donations and funding for SCFTA scholarships and program grants in accordance with SCFTA by-laws; and
 - 2. Solicit donations for cooperative events such as First Friday signs, F Street Activation, Creative Mixers, etc...; and
 - 3. Be the applicant or co-applicant for grants to benefit the Arts and Culture Division for improvements and programs that the City cannot apply for.

B. The City will:

- i. Provide venue space for collaborative community arts & culture events and activities. (Paquette Gallery for Creative Mixers, Annex for Mini Masters Art Show, Ballroom for Valley Visions, and Steamplant basement for Community Costumes) at no cost, a \$16,750 value for the 2026 calendar year; and

- ii. Advertise collaborative events and activities through social media, radio, print and websites; and
- iii. Process art sales and retain 20% of proceeds from collaborative art shows (Not to include Mini-Master Pieces).

Reporting: The City will evaluate the effectiveness of this relationship after December 1st each year. City will provide Organization any pertinent details regarding the programming and surveys taken after the fact. In December of each year, Organization and City will have a meeting about the relationship and what the roles for each party will look like in the subsequent years.

5. **Surrender of Property:** Organization shall quit and surrender any designated or utilized properties, rights-of-way or facilities to the City at the end of the term of this Agreement in the same condition as at the date of the commencement of this Agreement, ordinary wear and tear excepted.
6. **Rules and Regulations:** Organization, and all persons whom Organization allows at the event, activity or as a result of this relationship, shall abide by and conform to all Rules and Regulations concerning their event, activity or relationship, or the use of any City properties and City facilities and City rights-of-way, as amended or adopted by the City. City may cancel this Agreement at any time for failure to do so.
7. **Maintenance:** City reserves the right to close any applicable properties or facilities or rights-of-way for maintenance at its sole discretion. City will attempt to give reasonable notice of closure.
8. **Indemnification and Release:** The City shall have no responsibility for the safety and or security of any person participating in any applicable events or activities by Organization, or in the use of any City properties or facilities or rights-of way. Organization expressly agrees to indemnify and hold harmless the City, its officers, employees, and agents, from all cost, loss and expense, including attorney's fees, arising out of any liability or claim of liability for injury or damage to person resulting directly or indirectly from their participation in Organization's use of any City property or facility or right-of-way, or in or at the Organization's event or activity, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises of out of the act or omission of Organization. City shall not be responsible for any damage or injury that may happen to Organization or its agents, employees, or property from any cause whatsoever prior, during, or subsequent to the period covered by this Agreement. Organization hereby expressly releases the City from and agrees to indemnify the City against any and all claims for such loss, damage, or injury.
9. **Insurance:** Organization agrees to procure an insurance policy with a licensed company doing business in the State of Colorado to provide a minimum amount of \$1,000,000.00 per occurrence for bodily injury and property damage combined, naming the Organization, and with the City being listed as the Additional Insured on a primary and noncontributory basis.

Organization shall provide a copy of the Certificate of Insurance to the City upon the execution of this Agreement.

10. **Compliance with Law:** Organization shall comply with all laws of the United States and of the State of Colorado, all ordinances of the City of Salida, all rules and requirements of the police and fire departments or other municipal authorities of the City of Salida. Organization will not do or suffer to be done anything on any used or designated City property, facility or right-of-way during the term of this Agreement in violation of any such laws, ordinances, rules, or requirements. If Organization's attention is called to any such violation on their part or of any person employed by or admitted to the designated Property by Organization, they will immediately desist from and correct or cause to be corrected such violation.
11. **Damage to City Property:** If any designated property, facility or right-of-way, or any part of buildings on designated property, or any equipment located on the designated property during the term of this Agreement shall be damaged by the act, default, or negligence of the Organization or its agents, employees, patrons, guests, or any person admitted to the designated property by Organization, the Organization will pay to the City upon demand such sum as shall be necessary to restore the designated property or equipment contained in or on the designated property to their present condition. Organization assumes full responsibility for the character, acts and conduct of all persons admitted to the designated property with the consent of the Organization or by or with the consent of any person acting for or on behalf of Organization. Organization shall be responsible to maintain order and protect persons and property.
12. **Assignment:** Organization shall not assign or transfer this Agreement or sublet any portion of the Facility or Property without the prior written consent of the City, nor permit use of the Property other than as specified in this Agreement.
13. **Release:** City shall not be responsible for any damage or injury that may happen to Organization or its agents, employees, or property from any cause whatsoever prior, during, or subsequent to the period covered by this Agreement. Organization hereby expressly releases the City from and agrees to indemnify the City against any and all claims for such loss, damage, or injury.
14. **Modification:** Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.
15. **Contact Information:** The current contact information of the Parties is as follows:

City: City of Salida Department of Arts, Parks, Recreation and Culture
City representative: Diesel Post
Position: Director
Address: 410 W Hwy 50, Salida, Colorado, 81201
Telephone: 719-539-6738
E-mail: diesel.post@cityofsalida.com

Organization:

Organization representative: Ken Brandon

Position: Board President, Salida Council for the Arts

Address:

Telephone: 719-539-7443

E-mail: bwgraphics74@gmail.com

The undersigned hereby certifies that he/she is authorized to enter into and execute this Agreement on behalf of the Organization and the City, respectively, and that the Organization and the City acknowledge and accept the terms and conditions herein.

CITY OF SALIDA (“City”)

BY: _____
Christy Doon, City Administrator

SALIDA COUNCIL FOR THE ARTS (“Organization”)

BY: _____

Name: Ken Brandon

Title: Board President

EXHIBIT A (SCFTA Bylaws)



City Council Action Form

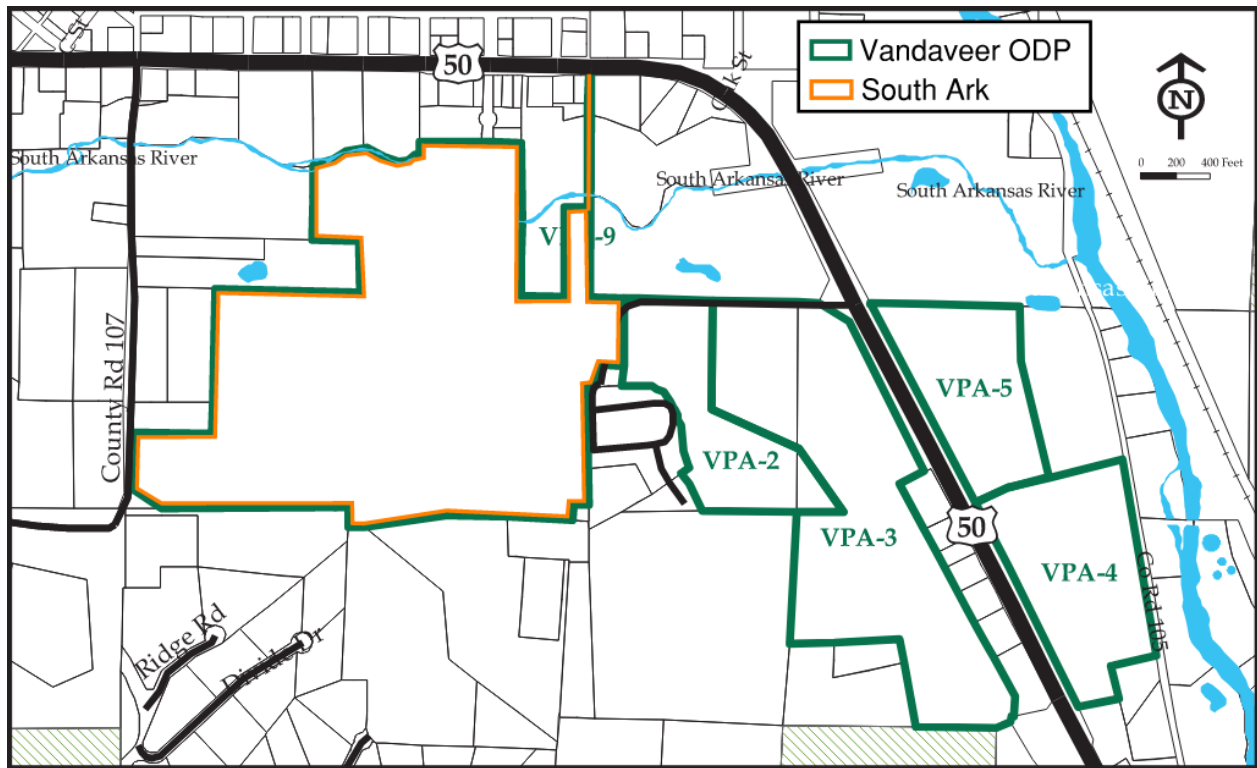
Department	Presented By	Date
Community Development	Bill Almquist - Community Development Director	March 17, 2026

Agenda Item

Ordinance 2026-10: A Ordinance of the City Council for the City of Salida, Colorado Approving A Substantial Modification of Parcels VPA-1, VPA-7, VPA-8, and VPA-9 of the Vandaveer Ranch Planned Development (area also known as the South Ark Neighborhood) to make clarifications, update architectural and dimensional standards, revise affordable housing workforce provisions, and outline review procedures.
First Reading and Setting of Public Hearing.

Background and Context

The request is to make amendments to the substantial modification of parcels VPA-1, VPA-7, VPA-8, and VPA-9 of the Vandaveer Ranch Overall Development Plan (ODP). This area is also known as the South Ark Neighborhood and the initial PD Modification was approved via Ordinance 2023-16. The subject property is approximately 93.5 acres in size and consists of four Vandaveer Planning Areas (VPAs): 1, 7, 8, & 9. The property is owned by the City of Salida, which is the applicant, and is located south of Highway 50 east of CR 107 and west of CR 104.



Vandaveer Ranch ODP + South Ark Neighborhood



South Ark Neighborhood Illustrated Master Plan

The PD modification request proposes a variety of general clarifications, as well as updates to architectural and dimensional standards, affordable (and other workforce) housing provisions, and review processes. Details of these proposed changes are described below under “Details of Request.”

PROCESS

An application for a substantial modification to an approved Planned Development must follow a two-step process. The request is first addressed by the Planning Commission through a public hearing process. The Commission makes a recommendation of approval, approval with conditions, or denial of the request to City Council. The Commission may also remand the application back to the applicant for further information or amendment. The public hearing with Planning Commission occurred on February 23, 2026 where the Commission recommended approval with conditions.

The City Council has final decision-making authority in such applications. During the review of any proposed substantial modification to the PD, the City Council may require such new conditions of approval as are necessary to ensure that the development will be compatible with the current community standards and regulations. This shall include, but not be limited to, applying the portions of the PD which have not obtained building permits, or are subject to the proposed amendment, any new community policies or regulations which have been implemented since the PD was originally approved. An applicant may withdraw a proposed modification at any time during the review process. A request for a substantial modification shall be accompanied by the same type and quality of information as was necessary for the original PD Development Plan approval and shall include a map, if applicable, of the entire PD Development Plan area which clearly

defines that portion which is proposed for modification and a written justification of the proposed modification, including a discussion of any changes in impact which would result from the modification.

BACKGROUND

In 2004, the City of Salida purchased approximately 200 acres of the former Vandaveer Ranch for the purposes of water rights and future development potential. An overall development plan (ODP) was created for the entire site in 2006 to provide for a variety of residential, commercial, recreational and open space opportunities and was subsequently updated in 2011.

Between 2016 and 2018, following additional planning efforts and projects that did not materialize, approximately half of the entire ODP area (east of the subject site) was sold off to a variety of private developers and other public entities. This left approximately 93.5 acres remaining on the western side of the ODP with the City of Salida.

The ODP was amended again in 2020 via the Confluent Park PD Modification which affected only VPA-5.

In late 2022, City Council directed staff to initiate a new master planning process for the remaining city-owned property (the "South Ark Neighborhood") to respond to the growing housing crisis in the city. The end result was the "South Ark Neighborhood PD Modification" (Ord 2023-16) which established a plan for primarily residential uses (up to 400 primary units) on the southwestern roughly 30-acre portion of the site, plus 60 acres of parks and open space uses on the rest of the site. A number of affordability requirements were also established for the property including:

- Minimum 50% affordable workforce units overall and per phase
- 25% non-income-based designated specifically for workforce
- Maximum rent and for-sale prices based on Chaffee County AMI's
- Mix of affordable housing types
- Other parameters

Since adoption of the South Ark Neighborhood PD Modification, in fall of 2025, the city went to bid for the initial phase of infrastructure and selected a general contractor to begin work immediately. At the same time, the Major Subdivision for Phase 1 was also reviewed and approved by City Council. This consisted of 55 total lots with capacity for up to approximately 150 residential units; 10 tracts for open space, drainage, and stormwater; and public street rights-of-way on 4.8 acres. Shortly after the subdivision was processed, the City of Salida issued a Request for Proposal for an Owner's Representative (OR) for the South Ark Neighborhood. The primary role of the OR is to assist with strategic planning for the financial side of the development plans and to help identify developer(s) to build out Phase I residential.

The City has been successful in receiving multiple grants and local funding commitments to provide support for design of all three phases and construction of Phase 1 infrastructure. The City has been working with the OR to work towards this goal, and together, the team has identified language in the South Ark Neighborhood Planed Development that need updating in order to better reach these goals.

The City will be working with the Owner's Representative this year to initiate lot sales within the PD area. The City's intent is to market and sell lots in bulk through a competitive Request for Proposals (RFP) or Request for Qualifications (RFQ) process in order to attract qualified development partners and support timely implementation. As part of this process, the City anticipates further coordination and negotiation regarding the specific affordable workforce housing obligations, including how required units will be distributed to meet the current affordability framework. The RFP/RFQ process will also provide an opportunity for the City and OR to

confirm compliance with applicable architectural and design standards and to evaluate proposals for consistency with the intended character and quality of development within the PD.

Details of Request

The proposed modifications consist of mainly four categories and are reflected in language of the attached ordinance text:

1. General Clarifications.

- a. Streetscape design and modification language clarified
- b. Exhibit B has been updated to show a previous portion of SA-1 changing to POS as the land is too steep and not buildable



i.

- c. Exhibit D has been updated to show the new POS portion, mentioned above, now a part of the Ridgeline/Wash Area



i.

- d. Caps on ADUs eliminated (1 allowed on every lot with a principal use)
- e. Instances of “Single Family” change to “Single Family Detached” to clarify use and utilize more consistent nomenclature
- f. Other minor grammatical edits
- g. Street Type D language added from the Insubstantial Modification to the South Ark PD Modification approved administratively September 4th, 2025

Purpose of Requested Changes:

Now that the infrastructure for Phase 1 is underway, there is more information on site regarding existing conditions and buildable areas. What was previously identified as SA-1 is too steep for feasible construction and is better suited to act as parks & open space. Additionally, Public Works Director has reviewed and approved infrastructure construction drawings which are accepted for this phase of development.

In late 2025, City Council directed staff to update the Land Use Code (LUC) to allow Salida to become an ADU Supportive Jurisdiction. As a result, 1 ADU shall be allowed on all residential lots, accessory to

a principal dwelling unit. To align with the code updates, the caps on ADUs have been eliminated from the PD.

Uses of “Single Family” in the PD updated to “Single Family Detached” to create better distinction between stand-alone single family units and “Single Family Attached” which is used to specify townhomes and duplexes.

2. Architectural and Dimensional Standards Updated

- a. Side setbacks for attached units clarified
- b. Minimum Density for SA-2 increased per new Subdivision Plat needs
- c. Language around roof forms, courtyards, and front door design standards updated for greater flexibility and feasibility

Purpose of Requested Changes:

For clarification for developers, specifically those unfamiliar with Salida’s LUC, the side setbacks between attached units has been specified.

Now that the Phase 1 Major Subdivision has been approved and recorded, details of the subdivision’s implementation of the South Ark PD have become clearer. The minimum density of SA-2 needs to be slightly increased to allow lots identified in the Master Plan as intended for single-family detached homes to act as such. Similarly, some original language in the PD regarding orientations of courtyards and front doors also needs to be updated to respond to the layout of the subdivision.

Language around roof design is proposed to be changed to allow more design flexibility across lots and respond to larger multi-family structure needs. Additionally, this will relieve staff burden from administering the PD.

3. Affordable & Workforce Housing Provisions Updated

- a. Total affordable workforce housing unit percentages for the entire development decreased from 50% to 33%; phasing language also reflects this change
 - i. **Note:** Planning Commission’s recommendation in the February 23rd public hearing was for this change to only apply to Phase 1, keeping the original percentage at 50% for remaining Phases.
- b. Refining eligibility of public and non-profit housing units towards affordable housing minimum requirements
- c. The minimum required share of affordable workforce housing units provided as for-sale and as rental units has been reduced from 40% to 25% each
- d. Non-income-based workforce housing unit percentages decreased from 25% to 10% for entire development and per phase
 - i. **Note:** Planning Commission’s recommendation in the February 23rd public hearing was for this change not to take place, keeping the percentage at 25%. Planning Commission also recommended that the first right of refusal only apply to for-sale units.
 - ii. **Note:** Staff requests City Council consider allowing the change to 10% to apply to Phase 1 only. See comments under Staff Recommendation section below

- e. Language added for units constructed within a bulk lot development by a single developer in Phase I. A minimum of 1 in 6 total units shall be restricted as affordable workforce housing and a minimum of 1 out of 6 total units shall be restricted either as affordable workforce housing or non-income-based workforce housing for total residential units.
 - i. **Note:** This provision has been clarified since the Planning Commission hearing to more clearly distinguish the requirements for the affordable workforce units from the requirements for the non-income-based workforce units.
- f. Certificate of Occupancy ratios of 1 in 4 restricted unit to total unit timing (pacing) updated to 1 in 6 restricted unit to total units constructed within a bulk lot development by a single developer in Phase I.

Purpose of Requested Changes:

Since adoption of the PD in 2023, market conditions and the practicalities of maintaining/enforcing high affordable housing requirements have evolved. The PD was approved during a period of lower construction costs and early-stage inclusionary housing policy implementation. As the project moves from concept into execution, updated cost estimates, infrastructure obligations, and financing conditions have highlighted the need to refine certain requirements to ensure development can proceed while still advancing the community’s housing goals.

The proposed amendments adjust the unit mix and affordability framework by recalibrating workforce and affordable workforce housing requirements, including updates to the non-income-based workforce housing percentage, the for-sale and for-rent affordable workforce housing percentages, and the overall affordable workforce housing minimum. Additional revisions clarify how affordable housing requirements apply across phases, update timing and concurrency provisions to provide greater flexibility between development partners, and refine eligibility standards so that qualifying public and nonprofit housing units may count toward the minimum affordable housing requirements. Collectively, these changes are intended to improve clarity, strengthen implementation, and preserve a meaningful affordable housing commitment while supporting a development structure that can realistically move forward.

4. Review Procedures Clarified

- a. Procedure for principal uses permitted by right clarified
- b. Procedure for Administrative Review updated to reflect recent Land Use Code adoption language and process
- c. Review by other boards and commissions clarified
- d. Clarifying review processes for various use types and intensities in each residential district, inc. certain use types that were inadvertently omitted from the original PD Modification (e.g. multi-family in SA-2)

Purpose of Requested Changes:

To better align with Salida’s recently adopted new LUC, language has been added to clarify review procedures. Additionally, for clarity for developers, specifically those unfamiliar with Salida’s LUC, general review procedures have been outlined directly in the PD language.

Requirements For Approval of Substantial Modifications to a PD:

Section 16-8-30(g) "Post-Decision Actions and Limitations," Section (5) "Modification or Amendment of Approval" states that any substantial modifications to approved plans shall require a new application submitted and reviewed in accordance with the full procedure.

Section 16-8-40(b) "Rezoning to Planned Development Overlay" Section (3)e2a) Rezoning to PD Approval Criteria: In reviewing a proposed PD, the Planning Commission and City Council shall consider whether and to what extent the PD:

Meets the general approval criteria in 16-8-30(f)(4):

- 1) Compliance with this Code: The proposed use and development shall comply with the applicable standards in this Code, including but not limited to zoning districts, use regulations, and development standards, unless the standard is lawfully modified.
 - ✓ The proposed modification use and development complies with the applicable standards in this Code and those defined in the PD Modification.
- 2) Compliance with Other Applicable Regulations: The proposed use and development shall comply with all other City regulations and with all applicable standards or requirements of federal, state, or other local government control of the property or the current or proposed use of the property.
 - ✓ The proposed modification use and development complies with all other City regulations and with all applicable standards with the proposed use of the property.
- 3) Compliance with Prior Approvals: The proposed use and development shall be consistent with the terms and conditions of any prior land use approval, plan, or plat approval for all or part of the property that is in effect and not proposed to be changed. This criterion includes consistency with approved development phasing plans and the installation of public improvements.
 - ✓ The proposed modification use and development is consistent with the terms and conditions of the prior land use approvals for this property. This modification does not change the originally proposed phases or the planned installation of public improvements.
- 4) Consistency with Adopted Plans: The proposed use and development are consistent with applicable City policies of the Comprehensive Plan and other adopted City plans and policies.
 - ✓ The proposed modification use and development is consistent with the applicable City Policies, including the Comprehensive Plan. The development works towards the City's goals including but not limited to affordable housing, open space, providing a variety of housing types, etc.

Meets the approval criteria for rezonings in 16-8-40(a)(3)e.2.a):

- 5) The proposed amendment is generally consistent with the Comprehensive Plan.
 - ✓ The proposed modification is consistent with the Comprehensive Plan for the reasons mentioned in 4) above.
- 6) The proposed amendment is consistent with the purpose of the zoning district which the property is proposed to be designated.
 - ✓ The proposed modification use and development is not changing the zoning designations identified within the PD.
- 7) The development allowed by the proposed zoning would be compatible with surrounding zoning districts, land uses, and neighborhood character of properties within City limits; or compatible with

future anticipated zoning districts, land uses, and neighborhood character of properties within City limits.

- ✓ The proposed modification use and development retains its original compatibility with the surrounding zoning districts, land uses, and neighborhood character of properties within City limits.

And Meets the Following:

- 8) Addresses a unique situation, provides substantial benefit to the City, or incorporates innovative design that achieves a higher quality standard than could otherwise be achieved through strict application of a base zoning district.
 - ✓ The South Ark Neighborhood is a unique property and provides substantial benefit to the City with its affordable housing efforts.
- 9) Meets all applicable standards of this Code not expressly modified by the PD application, including but limited to standards in Article 16-4, Development & Design Standards, and Article 16-9, Inclusionary Housing.
 - ✓ The proposed modification use and development meets all other applicable standards of this Code not modified by the PD .
- 10) Provides a variety of housing types and densities, if residential is proposed as part of the PD.
 - ✓ The proposed modification use and development provides adequate development space for single-family detached, attached (townhomes and duplexes) and several multi-family lots.

Planning Commission Recommendation

Planning Commission reviewed this application on February 23, 2026 during a public hearing. The motion, as discussed in the Details of Request section above, was to recommend City Council approve the Amendment to the South Ark Neighborhood Planned Development Modification as proposed, as it meets the intent of the applicable review standards and housing goals of the City with the following amendments:

- 1. Proposed changes shall only apply to Phase 1 (It was assumed from the nature of the conversation that the limitation to Phase I was intended to apply only to
- 2. Keep non-income-based workforce housing at 25%
- 3. Right of first refusal for for-sale non-income-based workforce housing shall be marketed for at least 90 days

Staff Recommendation

The application is in compliance with the review standards for Substantial Modifications to a Planned Development and is consistent with the efficient development and preservation of the South Ark Neighborhood PD. The modification will accommodate appropriate development to support the housing goals of the city.

The redlined PD text has been updated to reflect Planning Commission’s direction to separate out affordable housing minimum requirements between Phase 1 and remaining Phases. Staff’s original request to decrease the non-income-based workforce housing requirement from 25% to 10% remains but has been

updated to adopt the same phased approach as the affordable housing requirement (apply to Phase 1 only, keep remaining Phases at 25%). While the Commission did not discuss this requirement on a phase-by-phase basis, staff and owner's representative maintain that this adjustment would provide additional flexibility in Phase 1 to support project feasibility, advance pro forma objectives, and facilitate timely construction and occupancy. Therefore, staff recommends that City Council consider reducing this minimum to the originally proposed 10% for Phase 1 only.

Fiscal Impact

The proposed amendments are not expected to have an immediate fiscal impact on the City's General Fund. Rather, the adjustments are intended to support the financial viability and timely implementation of the project so that planned infrastructure construction and lot sales can move forward. Aligning the affordability requirements and phasing provisions with current market conditions helps reduce the risk of delay and supports the City's ability to recover infrastructure costs through future development. Long-term fiscal impacts will ultimately depend on the timing of lot sales, RFQ process, and overall buildout of the site throughout the phases.

Motion

A City Councilmember should state "I move to _____ Ordinance 2026-10 Approving a Substantial Amendment to the South Ark Neighborhood Planned Development Substantial Modification", followed by a second and a roll call vote.

Attachments:

- Ordinance 2026-10 (with amended exhibits)
- Ordinance 2023-16 with all exhibits
- ODP as amended 2011
- Application Materials
- Proof of Publication

**City Of Salida, Colorado
Ordinance No. 10
(Series of 2026)**

An Ordinance of the City Council of the City Of Salida, Colorado Approving A Substantial Modification of Parcels VPA-1, VPA-7, VPA-8, and VPA-9 of the Vandaveer Ranch Planned Development (area also known as the South Ark Neighborhood) to make clarifications, update architectural and dimensional standards, revise affordable housing workforce provisions, and outline review procedures.

WHEREAS, the City Council approved the original Overall Development Plan for the Vandaveer Ranch Planned Development by Ordinance 2006-19 on December 22, 2006; and

WHEREAS, the Overall Development Plan was modified by changing the entitlements, zone district map, dimensional standards and adding new Article 10: Pinto Barn Parcel Standards for Parcel VPA-5 by Ordinance 2011-16 on October 18, 2011; and

WHEREAS, the Overall Development Plan was modified once again by changing the entitlements, zone district map, dimensional standards and Article 10: Pinto Barn Parcel Standards via the Confluent Park Planned Development Amendment; and

WHEREAS, the City of Salida is the owner of all of Vandaveer Planning Area (VPA) Parcels 1, 7, 8, and 9 which encompass approximately 93.5 acres on the far western side of the Overall Development Plan area (known as the “South Ark Neighborhood”); and

WHEREAS, The City of Salida City Council approved Ordinance 2023-16 on December 5, 2023 further modifying the Overall Development Plan for the City-owned South Ark Neighborhood;

WHEREAS, Section 16-8-30 of the Salida Municipal Code (SMC) adopted on December 22, 2025 states substantial modifications to a Planned Development may be amended by the City Council after a public hearing and subject to certain criteria; and

WHEREAS, the City of Salida has made an application to further amend the South Ark Neighborhood portion of the Overall Development Plan in accordance with the SMC, to make clarifications, update architectural and dimensional standards, revise affordable workforce housing provisions, and outline development review procedures; and

WHEREAS, the City of Salida Planning Commission held a duly noticed public hearing on February 23, 2026 to review the proposed changes and made a recommendation that the City Council approve the proposed substantial modification of

the Planned Development, with recommended changes, as it met the criteria stated in Section 16-7-150; and

WHEREAS, the proposal for the subject territory is consistent with the policies and goals of the City’s land use regulations and Comprehensive Plan, and will advance the public interest and welfare.

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

Section 1. The foregoing recitals are incorporated herein as conclusions, facts, determinations, and finding by Council.

Section 2. The South Ark Neighborhood Zone District Map (Exhibit B of the South Ark Neighborhood PD Modification) shall be amended as shown in Exhibit A attached hereto.

Section 3. The South Ark Neighborhood Parks and Open Space Map (Exhibit D of South Ark Neighborhood Planned Development Modification) shall be amended as shown in Exhibit B attached hereto.

Section 4. Section 3.01, the Planning Area Entitlements Chart of Article 3 of the Vandaveer Ranch Planned Development District Overall Development Plan, shall be amended to read as follows:

Planning Area Entitlements Chart

Planning Areas	Zoning	Gross Area	Dwelling Units and Commercial Lodging Units¹	Non-residential² Development Square Footage
PROPOSED DEVELOPMENT	Corresponding Zone District	(Acres)	(up to and including)	(up to and including)
VPA-1	SA-1, SA-2, SA-3, POS per South Ark Neighborhood PD Mod	32.7	400	25,000
VPA-2	Transitional Residential	15.6	130	30,000
VPA-3	Mixed Use Village	44.1	180 (includes commercial lodging units)	300,000
VPA-4	Mixed Use Village	21.7	125 (includes commercial	100,000

			lodging units)	
VPA-5	R-3, RMU and C-1 per Article 10. Confluent Park ³	15	289 ³	125,000 ³
VPA-7	Open Space/Parks	19.4	0	2,500
VPA-8	Open Space/Parks	11.3	0	0
VPA-9	Open Space/Parks	30.1	0	40,000
Total		189.9	1,124 units	622,500 SF

¹ This represents the total number of units but does not specify if they are single family [detached](#), attached, or stacked units.

² Non-residential square footage includes employment centers, retail, commercial, educational centers, active and passive recreational uses requiring built facilities, commercial lodging, services, arts and cultural facilities, research and development

³ See Article 10, Confluence Park Standards

[Notwithstanding anything to the contrary contained in this Article 3 or elsewhere in this Overall Development Plan, development for public occupancies shall not count against the maximum non-residential square footage allowed in each Planning Area.](#)

Section 5. Section 4.03, “South Ark Neighborhood” of Article 4 of the Vandaveer Ranch Planned Development District Overall Development Plan, shall be amended to read as follows:

4.03 South Ark Neighborhood

The ~~t~~Three South Ark Neighborhood subarea zone districts (SA-1, SA-2, and SA-3, as described below and all within VPA-1) shall be reserved for a mix of residential types and sizes. Non-residential (commercial/mixed use/public) is allowed in SA-3 only. Single-family detached units are not allowed in SA-3. Short-term rentals shall not be allowed anywhere in the South Ark Neighborhood. [An additional subarea zone district \(POS\) shall be reserved for a mix of park and open space uses, both within the residential subareas and within the future Vandaveer Regional Park.](#) All uses must meet parking and other use specific criteria of the Code unless stated otherwise in this PD. The following principal and accessory uses are allowed:

SA-1: South Ark Variable Residential

This subarea zone includes residential lots south of the primary east-west “spine” road connecting CR107 to CR104. These lots are arranged around common courtyards to preserve views and provide areas for water to naturally drain toward the South Arkansas River from the south. This zone allows for single unit and attached-unit residential types at slightly lower densities and heights compared to other zone districts. Vehicular access is provided via alleys or shared parking courts.

Principal Uses Permitted by Right:

- Single-family [detached](#) dwelling units

- Duplex dwelling units
- Residential Multi-Family (3-4 units)
- Attached townhomes with no more than ~~eight-four~~ (84) units per structure

Principal Uses Allowed by Administrative Review:

- Attached townhomes with no more than 5-8 units per structure

Accessory Uses Permitted with Conditions (conditions in parentheses):

- Accessory dwelling units (shall comply with ADU dimensional requirements in code requirements and be located associated with ~~located behind~~ a principal use)
- Accessory buildings and structures (e.g., garage, shed, art studio, etc.)
- Home occupations (shall occupy no more than 30% of the gross floor area of the residence and have no exterior indication of nonresidential activity. The business owner or operator must reside within the dwelling unit in which the business is conducted.)

SA-2: South Ark Higher-Efficiency Residential

This subarea zone district includes residential lots along the western and northern edges of VPA-1 as well as the central four blocks. These lots orient onto the public streets or the neighborhood greenway and allow for single unit, attached unit, and small multi-unit residential types at medium densities and heights compared to other zone districts. Vehicular access is provided via alleys.

Principal Uses Permitted by Right:

- Single-family detached dwelling units
- Duplex dwelling units
- Residential Multi-Family (3-4 units)
- Attached townhomes with no more than ~~eight-four~~ (84) units per structure
- ~~Residential Multi-Family (5-19 units)~~

Principal Uses Allowed by Administrative Review:

- Attached townhomes with no more than 5-8 units per structure
- Residential Multi-Family (5-19 units)
- Residential Multi-Family (20+ units)

Accessory Uses Permitted with Conditions (conditions in parentheses):

- Accessory dwelling units (shall comply with ADU dimensional requirements in code requirements and be associated with ~~located behind~~ a principal use)
- Accessory buildings and structures (e.g., garage, shed, art studio, etc.)
- Home occupations (shall occupy no more than 30% of the gross floor area of the residence and have no exterior indication of nonresidential activity. The business owner or operator must reside within the dwelling unit in which the business is conducted.)

SA-3: South Ark Residential Mixed-Use Center

This subarea zone district includes the lots and blocks adjacent to the public park and regional park. These lots orient onto the public streets, neighborhood greenway, and the neighborhood park or regional park. Attached, multi-unit, and commercial/mixed uses are allowed at the highest densities and heights compared to other zone districts. Vehicular access is provided via alleys or shared parking courts. Single-unit housing is not allowed in this zone.

Principal Uses Permitted by Right:

- Duplex dwelling units
- Residential Multi-Family (3-4 units)
- Attached townhomes with no more than ~~eight~~ four (84) units per structure
- ~~Residential Multi-Family (5-19 units)~~
- ~~Residential Multi-Family (20+ units)~~
- ~~Eating and drinking establishments less than 10,000 SF~~
- ~~Retail sales and rental establishments less than 10,000 SF~~
- ~~Daycare facility~~

Principal Uses Allowed by Administrative Review:

- Attached townhomes with no more than 5-8 units per structure
- Residential Multi-Family (5-19 units)
- Residential Multi-Family (20+ units)
- Eating and drinking establishments less than 10,000 SF
- Retail sales and rental establishments less than 10,000 SF
- Daycare facility
- Public/Institutional Uses (transit center, church/religious, clubs, community buildings, government administrative facility, group homes, park, public parking facility, recreation facility, school)
- Other Commercial Uses (e.g., offices, retail, etc.)

Accessory Uses Permitted with Conditions (conditions in parentheses):

- Accessory dwelling units (shall comply with ADU dimensional requirements in code requirements and be associated with ~~located behind~~ a principal use)
- Accessory buildings and structures
- Home occupations (shall occupy no more than 30% of the gross floor area of the residence and have no exterior indication of nonresidential activity. The business owner or operator must reside within the dwelling unit in which the business is conducted.)

Uses Allowed by Administrative Review:

- ~~Public/Institutional Uses (transit center, church/religious, clubs, community buildings, government administrative facility, group homes, park, public parking facility, recreation facility, school)~~
- ~~Other Commercial Uses (e.g., offices, retail, etc.)~~

- ~~• Sports complexes and active recreational fields, whether public, semi-public or private which may include related commercial uses, such as snack bars and restroom facilities, instruction, equipment storage and maintenance facilities, including but not limited to ball fields and courts, playfields and playgrounds.~~
- ~~• Other uses not listed above that are deemed similar by the City Administrator or his/her designee.~~

POS: Open Space/Parks and Recreation

This [subarea](#) zone district is intended to prohibit intensive development, to provide open space and civic/educational facilities (including potentially a recreation center) and to protect the floodplain and wetlands. Areas designated as either Parks or Open Space [satisfy the ODP satisfies the Planned Development District](#) requirement for open space dedication. The POS [subarea](#) zone district exists within all four separate planning areas [existing within the South Ark Neighborhood PD Modification area](#). The allowed uses for those planning areas are listed below and expand upon the uses outlined at Section 4.06 of the ODP [further below](#):

VPA-1: South Ark Neighborhood

Principal Uses Permitted by Right:

- Neighborhood Park with uses that support surrounding residences such as: playground, grilling areas, lawn space, plaza area, shade structure(s), benches, kiosks/signage, etc.
- Neighborhood Greenway designed to support the flow of stormwater through the neighborhood to VPA-9. This area may include passive recreation spaces such as overlooks, small plazas with seating, etc.
- Stormwater/Green Space areas that are intended to be preserved as open space in the short term but may be converted to street right-of-way in the future if redevelopment occurs to the west along CR 107.

VPA-7: Ridgeline/Wash Area

Principal Uses Permitted by Right:

- Trails, benches, kiosks/signage, disc golf, dog park, other active outdoor recreation, and public restrooms are allowed.

VPA-8: River Corridor

Principal Uses Permitted by Right:

- Trails, benches, kiosks/signage, outdoor education, and fishing are allowed.

VPA-9: Active Recreation Area

Principal Uses Permitted by Right:

- Active or passive recreational areas or facilities, both public and private, open or covered, (and which may [also](#) include related recreational amenities such as, snack bars and restroom facilities, band shells, picnic areas, instruction, equipment storage and maintenance facilities), including, but not limited to [a recreation center](#), fishing facilities, ballfields and courts, play fields and playgrounds, trails, dog park, community supported agriculture, community gardens, passive recreational and [Open sSpace](#) areas.

- [Public/Institutional Uses \(transit center, church/religious, clubs, community buildings, government administrative facility, group homes, public parking facility, school, etc.\)](#)

- A future daycare facility shall also be allowed.

Section 6. The “South Ark Neighborhood” columns of Section 5.06, entitled Table of Dimensional Standards, within Article 5 of the Vandaveer Ranch Planned Development District Overall Plan, shall be amended as follows:

5.06 Table of Dimensional Standards

DIMENSIONAL STANDARD	SA-1	SA-2	SA-3
Minimum Lot Area	2,400 sq. ft. single family detached 1,600 sq. ft. attached	2,000 sq. ft. single family detached 1,200 sq. ft. attached	3,200 sq. ft. 5,000 non-res sq.ft.
Minimum Lot Width	30' single family detached 20' attached	25' single family detached 15' attached	15' attached N/A multi-family/non-residential
Minimum Front Setback**	15'	10'	10' residential 5' non-residential
Minimum Side Setbacks***	3' accessory structure 5' primary structure	3' accessory structure 5' primary structure	3' accessory structure 5' primary structure
Minimum Rear Setbacks	5'	5'	5'
Maximum Lot Coverage (paved parking and structures)	60%	75%	90%
Maximum Height – single family detached	30', no more than 2-stories	30', no more than 2-stories	N/A
Maximum Height –	30', no more than 2-	40', no more than 3	40', no more than

attached , multi-family, non-residential, and mixed use	stories	stories 30', no more than 2 stories fronting CR 107	3 stories
Maximum Height – accessory buildings	25'	25'	25'
Maximum unit size (above grade)	2,000 sq. ft.	2,000 sq. ft.	2,000 sq. ft.
Minimum Density (Max. lot SF per unit)	4,800 sq. ft./unit	4, 50 00 sq. ft./unit	3,200 sq. ft./unit
Maximum Density (Min. lot SF per unit)	1,600 sq. ft./unit	1,200 sq. ft./unit	N/A

***Up to 5-ft. encroachment allowed for covered porches.*

****[No side setbacks for interior attached units](#)*

Section 7. Section 5.07, within Article 5 of the Vandaveer Ranch Planned Development District Overall Plan, the new section from the South Ark Neighborhood PD Modification, entitled “Affordable and Workforce Housing Standards,” shall be amended to read as follows:

5.07 Affordable [Workforce](#) and [Non-Income-Based](#) Workforce Housing Standards

This South Ark Neighborhood PD modification shall ensure and require that a minimum of ~~fifty percent (50%)~~ [thirty-three percent \(33%\)](#) of all housing units constructed within [Phase I of](#) the PD modification area be “affordable workforce housing” as defined herein and as further specified below. [A minimum of fifty percent \(50%\) of all housing units constructed within the remaining Phases of the PD modification area shall be “affordable workforce housing” as defined herein and as further specified below.](#)

[Also, A](#) a minimum of an additional ~~ten percent (10%)~~ [twenty-five percent \(25%\)](#) of all housing units [within Phase I](#) shall be prioritized for the local Chaffee County workforce, either through affordable workforce housing or [through](#) non-income-based workforce housing, [as defined herein and as further specified below, \(i.e., through reoccurring first-rights-of-refusal\)](#) to be agreed upon via future development agreements. [A minimum of an additional twenty-five percent \(25%\) of all housing units within the remaining Phases shall be restricted as affordable or as non-income-based workforce housing.](#) The additional requirements listed below shall override and supersede the City of Salida’s Inclusionary Housing Ordinance requirements as found within the Salida Municipal Code:

“Chaffee County local workforce” shall be defined as those individuals earning their primary (80% or more) source of income at a business or employer within

Chaffee County, as documented with the United States Internal Revenue Service and as further defined and certified by the City Administrator and his/her designee. Individuals over sixty (60) years of age shall be considered part of the Chaffee County local workforce if they have: (1) maintained their sole and primary residence within Chaffee County a minimum of 10 years; or (2) earned 80% or more of their primary source of income at a business or employer within Chaffee County, as documented with the United States Internal Revenue Service, for a minimum of four (4) years over the last ten (10) years; *and* if they otherwise qualify for the deed-restricted units (or otherwise-restricted units as defined herein).

“Affordable workforce housing” is housing that is available and affordable to very low-income, low-income and middle-income households where members of such households are part of the Chaffee County local workforce as defined herein, and further specified immediately below:

- **“Affordable workforce housing rental units”** shall be defined as permanently deed-restricted residential rental units which are affordable to households earning between thirty percent (30%) and one hundred percent (100%) of Area Median Income (AMI) for Chaffee County, as defined annually by the Colorado Housing Finance Authority (CHFA).
- **“Affordable workforce housing for-sale units”** shall be defined as permanently deed-restricted residential for-sale units which are affordable to households earning between sixty percent (60%) and one hundred sixty percent (160%) of Area Median Income (AMI) for Chaffee County, as defined annually by the Colorado Housing Finance Authority (CHFA).

“Non-income-based workforce housing” shall be defined as deed-restricted (or otherwise-restricted) housing that is available to individuals who are part of the Chaffee County local workforce as defined herein. Such housing shall not be based on income but shall be reserved only for members of the Chaffee County local workforce via reoccurring 90-day first-rights-of-refusal [for for-sale units, prior to being offered to non-workforce members. Non-income-based workforce housing rental units shall not have such first-rights-of-refusal and therefore shall be offered to local workforce members only.](#)

Additional-Specific Requirements:

- A minimum of ~~thirty-three percent (33%)~~ [fifty percent \(50%\)](#) of the total residential units within [Phase I](#) of the South Ark Neighborhood PD modification area shall be permanently deed-restricted affordable workforce housing as defined herein and as further specified immediately below. [For the remaining Phases, a minimum of fifty percent \(50%\) shall be permanently deed-restricted affordable workforce housing as defined herein and as further specified immediately below:](#)
 - ~~This requirement of a minimum of fifty percent (50%) of units permanently deed-restricted as affordable workforce housing shall apply to each phase of development.~~

- Of all the affordable workforce housing units, no fewer than twenty-five percent (25%) ~~forty percent (40%)~~ shall be reserved for affordable workforce housing *rental* units, and no fewer than twenty-five percent (25%) ~~forty percent (40%)~~ shall be reserved for affordable workforce housing *for-sale* units. This requirement shall apply to each phase of development.
 - A minimum of half of the affordable workforce housing *rental* units must be deed-restricted affordable to households earning eighty percent (80%) or less of the AMI for Chaffee County, as defined annually by CHFA. This requirement shall apply to each phase of development.
 - The average of all affordable workforce housing *for-sale* units must be deed-restricted affordable to households earning one hundred thirty percent (130%) or less of the AMI for Chaffee County, as defined annually by CHFA. Additionally, no more than fifteen percent (15%) of affordable workforce housing *for-sale* units shall be sold at prices affordable to households earning above one hundred forty percent (140%) of the AMI for Chaffee County, as defined annually by CHFA. This requirement shall apply to each phase of development.
 - Any residential units within the South Ark Neighborhood PD modification area owned by public or non-profit entities, including but not limited to: such as the Chaffee Housing Authority, Chaffee Housing Trust, Chaffee County, City of Salida, Colorado Mountain College, or Salida School District, are exempt from the AMI and deed-restriction requirements set forth herein, as long as the use of such units are restricted to the Chaffee County local workforce or students of a local educational institution. ~~Regardless, but~~ such residential units ~~shall may not count however~~ toward the required fifty percent (50%) overall and per-phase affordable workforce housing units requirements.
 - A minimum of an additional ten percent (10%) of all housing units within Phase I shall be prioritized for the local Chaffee County workforce, either through affordable workforce housing or through non-income-based workforce housing, as defined above, and to be agreed upon via future development agreements. A minimum of an additional twenty-five percent (25%) of all housing units within the remaining Phases shall be restricted as affordable or as non-income-based workforce housing.
 - In Phase I, for bulk lot developments by a single developer other than public or non-profit entities as described above, the requirements for restricted units are as follows:
 - A minimum of 1 out of 6 total units shall be restricted as affordable workforce housing, as defined herein.
 - An additional minimum of 1 out of 6 total units shall be restricted either as affordable workforce housing or non-income-based workforce housing, as defined herein.

- ~~Furthermore, the deed-restricted (or otherwise-restricted) affordable workforce housing units and non-income-based workforce housing units provided in each zone district (and phase) phase shall be delivered in a manner that is reasonably concurrent built at substantially the same time as the non-deed-restricted residential units. Therefore:~~
 - ~~In Phase I, Certificate of Occupancies (COs) shall be issued at a ratio of not less than one (1) restricted unit (whether affordable workforce housing or non-income-based workforce housing) for every six (6) total units constructed within a bulk lot development by a single developer. In subsequent Phases, Certificates of occupancy (COs) shall be given issued at a maximum of ratio of not less than three (3) non-deed-restricted residential units for every one (1) deed-restricted or otherwise-restricted unit for every four (4) total residential units, as defined herein.~~
- Short Term Rental Unit(s) shall not be permitted anywhere in the South Ark Neighborhood PD modification area.
- Accessory Dwelling Units (ADUs) are encouraged but not required. They are permitted on attached and detached single family lots to assist in furthering the goals of serving the affordable and workforce housing needs of the County and City, but do not count towards the residential unit maximum or affordable or workforce housing requirements. ~~See maximum ADU allotments further below.~~

Each of the zone districts include a minimum and maximum number of units allowed, as defined in the table below with the goal that the sum of deed-restricted (and otherwise-restricted) affordable units in total for VPA-1 is at least 50% as defined above.

Residential Minimums/Maximums

Zone District	Net Area (acres)	Units (min)	Units (max)	ADUs (max)
SA-1	3.9	20	30	10
SA-2	10	140	155	15
SA-3	6.4	190	215	5
Total	20.3	350	400	30

Section 8. Section 8.02 of Article 8 of the Vandaveer Ranch Planned Development District Overall Development Plan, entitled “South Ark Neighborhood: Development and Design Standards”, shall be amended to read as follows:

8.02 South Ark Neighborhood: Development and Design Standards

8.02.1 Development must be located with the existing topography in mind and shall minimize disruption to existing terrain, vegetation, drainage patterns, natural slopes and any other distinctive features.

8.02.2 The design and siting of all structures shall protect and preserve wetlands and riparian areas, critical wildlife habitats, natural features and landmarks and shall minimize the visual impact from Highways 50 and CR 107.

8.02.3 All permanent buildings shall be set back a minimum of two hundred and fifty (250) feet from the edge of the South Arkansas River channel.

8.02.4 All development shall be designed so that for the given location, egress points, grading and other elements of the development could not be reasonably altered to:

- Reduce the number of access points onto a collector or local street.
- Minimize adverse impacts on any existing or planned residential uses.
- Improve pedestrian or vehicle safety within the site and exiting from it.
- Reduce the visual intrusion of parking areas, screened storage areas and similar accessory areas and structures.

8.02.5 All development shall respect and complement existing development on abutting sites. This shall include:

- Provision for consolidating access points with abutting properties through joint access easements or other negotiated means;
- Provision for making sidewalks, trails and paths contiguous with abutting properties;
- Compatible massing and scale

8.02.6 A variety of housing styles is strongly encouraged; therefore, model types shall vary.

- A variety of roof forms is strongly encouraged, permitted, though low-sloping or "flat" roofs should be avoided but may be allowed when integrated into an overall architectural design that is consistent with the neighborhood character. ~~shall be limited to two for every eight structures.~~
- Natural materials such as wood siding and masonry are encouraged.
- Affordable units shall be designed with the same quality of exterior finishes as market-rate units.

8.02.7 Vehicular access and garages, carports, or other private vehicle storage shall be accessed from an alley or parking court.

- Provide either a building or a landscaped area at least ten (10) feet wide containing dense planting between the front property line of any use and an outdoor parking or service area.
- Surface parking lots are encouraged to use permeable surfaces (gravel, permeable paving, or other permeable surface.)
- No street-facing garages shall be allowed.

8.02.8 Parking Standards

- Commercial uses shall be required to provide a minimum of 1 parking space per 1,000 SF of the commercial use
- Residential uses shall be required to provide a minimum of 1 parking space per unit.

8.02.9 Orient buildings to take best advantage of solar access.

8.02.10 In order to create usable private open spaces for residences in this area, front yards shall be used for outdoor patio space or for a landscaped buffer space. It shall not be used for the storage of anything other than patio/porch furniture.

8.02.11 Primary building entrances should be oriented towards streets, parks, or pedestrian ways. Any multi-story building should have one clearly identifiable “front door.”

8.02.12 Ensure exterior walls are designed on a pedestrian scale by:

- Fragmenting them into smaller or multiple structures;
- Providing mature landscaping and manipulating the land form;
- Placing wall texture at eye-level;
- Clustering of small scale elements such as planter walls around the primary structure;
- Ensure that the ground floor uses are oriented toward the pedestrian with storefronts (where applicable), front porches, stoops, or patios that open onto the sidewalk as well as other pedestrian oriented spaces;
- Minimize the visual impact of service areas, refuse storage and mechanical/electrical equipment on streets, open space and adjoining development. For multifamily, mixed use, or commercial, civic, or education facilities, storage and refuse containers must be screened with impervious fencing or plantings.

8.02.13 Courtyards or green spaces between residential uses shall be designed to accommodate a sidewalk/path and outdoor amenities such as, but not limited to: seating areas, garden beds (edible or aesthetic), pollinator gardens, small pavilions, stormwater gardens, or other amenity [where site conditions, circulation patterns, and project design allow](#).

- Front doors and porches of residential units [should generally be oriented toward adjacent courtyards or common spaces where feasible and appropriate](#). ~~shall front onto the courtyard/common space.~~

GATEWAYS AND CIRCULATION DESIGN STANDARDS

8.02.14 Gateways:

- Gateway elements at entry points to the neighborhood (at CR 107 entry and Highway 50/CR 104 intersection) shall be provided and be primarily

architectural elements and not signs, although graphic elements are allowed.

8.02.15 Transportation System/Vehicular Access:

- The “spine” road connecting CR 107 to CR 104 shall serve as a primary connection to the South Ark Neighborhood and shall be designed as a multi-modal street with ample space adjacent to the curb to promote healthy, long-term tree growth.
- The street network shall be laid out as shown in Exhibit C. Any modifications to the proposed street grid shall be presented with proper reasoning and determined appropriate by the Community Development Director.
 - Rectangular blocks shall be a minimum of 180-feet wide.
 - The street network shall consider opportunities for future connections to CR 107, as shown in Exhibit C.
- All subdivisions within the South Ark Neighborhood shall provide an adaptable and interconnected transportation system that encourages alternative modes of transportation, disperses traffic, and provides streets that accommodate multiple modes of transportation including motor vehicles, bicycles, and pedestrians.
- Safe and efficient movement of vehicles, pedestrians and bicyclists is an important attribute of the South Ark Neighborhood. Uninterrupted pedestrian ways shall be maximized in order to improve or support the subarea as a walkable neighborhood.
- The width of driveways and curb cuts shall be minimized to reduce the overall impact of vehicular access across a planned pedestrian path or trail.
- Sharing of vehicle entries between two adjacent lots is strongly encouraged.
- Ensure all subareas have included a clearly defined connection to the regional trail system.

ENVIRONMENTAL DESIGN STANDARDS

Note that the model energy code and building codes shall supersede these standards, whichever is more stringent.

8.02.16 Orient buildings to take best advantage of solar access.

- Buildings should be designed to plan for the application of solar panels.
- Consideration of passive solar design opportunities should be provided.

8.02.17 Limit water use.

- Buildings should utilize water-saving fixtures and appliances.
- Landscaping should include water-wise, indigenous plant species.

- Consider the use of well irrigation for maintenance and watering of the flexible field uses.

8.02.18 Natural disaster preparedness.

- Buildings within the fluvial hazard buffer shall be elevated or the site shall be graded to alleviate the risk of flooding.
- Buildings shall include an appropriate buffer around their perimeter that does not include combustible materials.
- Stormwater detention elements should be considered in common areas such as courtyards, public parks, and yards to prevent the risk of flooding.

REVIEW PROCEDURES

8.02.19 Review and Approval

a. Residential single-family detached units, duplex dwelling units, attached townhomes with no more than four (4) total units, and multi-family with no more than four (4) units per lot that are permitted by right within a specific South Ark Neighborhood zone district do not require additional discretionary review and may proceed directly to the building permit application.

b. All other residential or commercial uses permitted by right or designated as “Principal Uses Allowed by Administrative Review” shall follow the review process of SMC Section 16-8-50(a) Minor Site Plan Review;

c. Minor Site Plan Review approvals shall be limited to a determination of compliance with this Planned Development, applicable provisions of the Salida Municipal Code, and any approved development agreements.

d. Upon Minor Site Plan Review approval, an applicant may proceed directly to building permit review and issuance, subject to compliance with applicable building, fire, engineering, and safety codes.

e. The City may require reasonable technical revisions/conditions as part of the Minor Site Plan Review process but shall not impose additional discretionary design requirements beyond those set forth in this Planned Development.

f. Planning Commission or City Council review shall only be required in cases involving:

- Amendments to this Planned Development;
- Requests for variances or deviations from approved standards that are not/cannot be approved via the Minor Modification process outlined in SMC Section 16-8;
- Modifications that materially alter approved entitlements, densities, or development standards; or

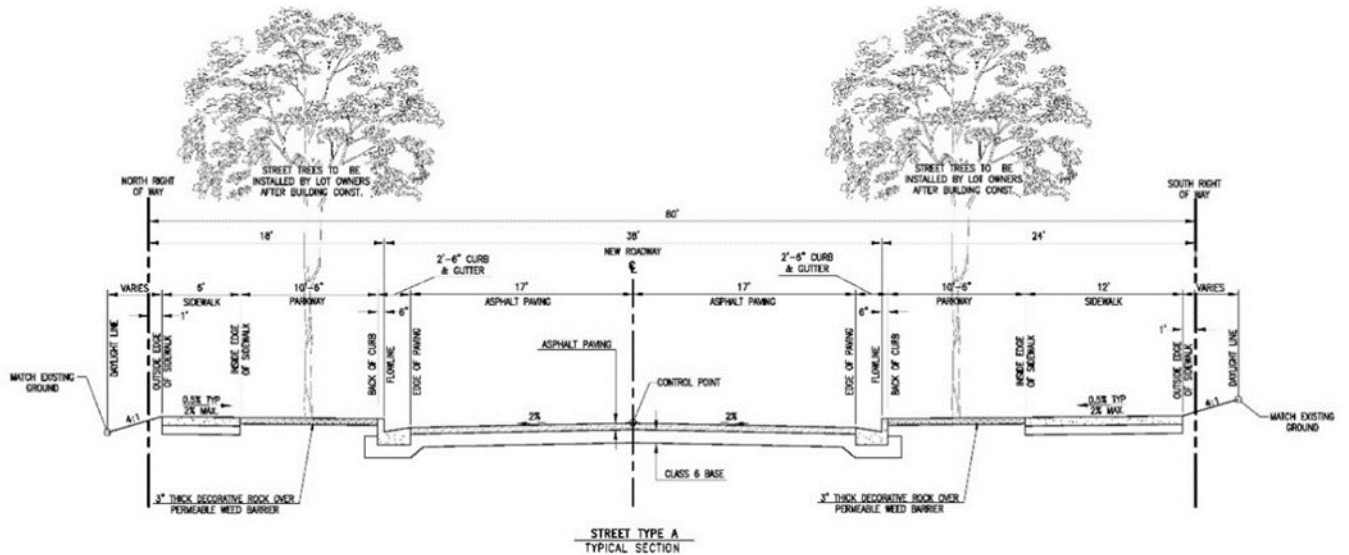
- [Any open space dedications or dedications of public improvements.](#)

Section 9. Section 8.05.4.1 of Article 8 of the Vandaveer Ranch Planned Development District Overall Development Plan, entitled “Vandaveer Ranch Overall Development and Design Standards to ensure compatibility between different developments,” shall be amended to read as follows:

8.05.4.1 Street and Streetscape Design Specific to the South Ark Neighborhood Planned Development Modification area [\(any modifications to the proposed street sections shall be presented with proper reasoning and determined appropriate by the Public Works Director\)](#):

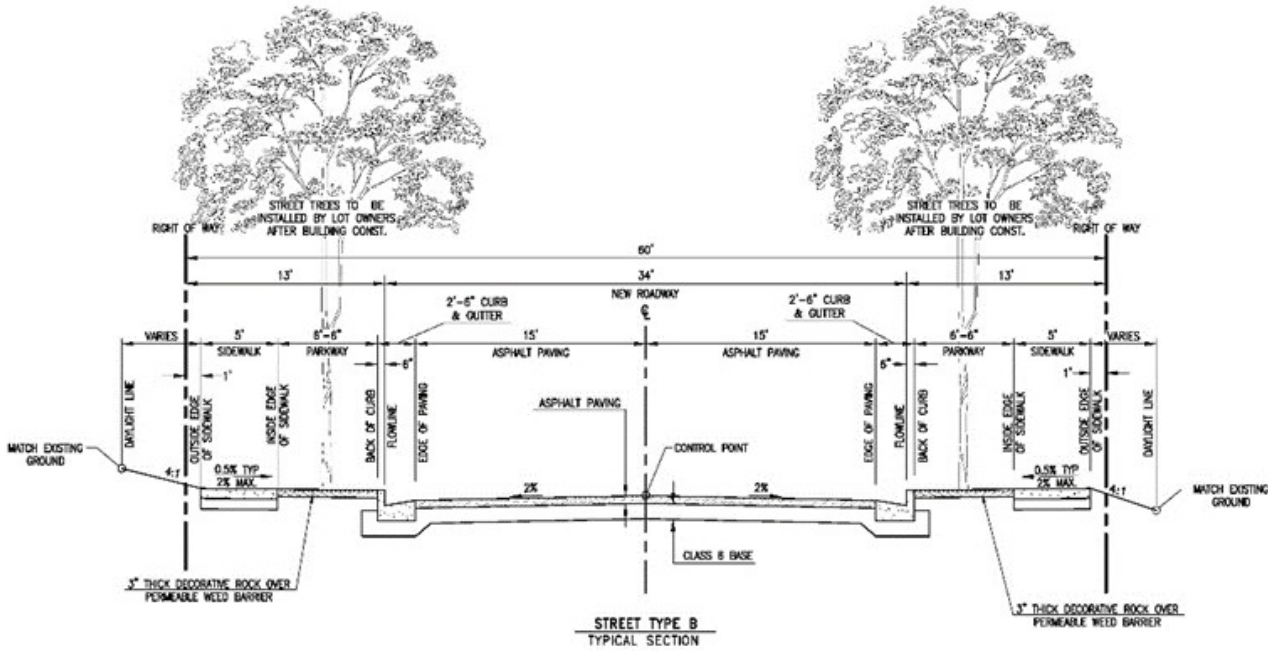
- **Street Type ‘A’** (80’ R.O.W.) – An east-west “spine road” connecting CR107 at the west to CR104 to the east, provides two points of access to the South Ark Neighborhood and Vandaveer Regional Park, while also providing helpful emergency access in the case of a county roadway closure. While this roadway is primarily responsible for east-west circulation across the site for vehicles, it is still intended to have a slower design speed, with ample tree lawns, and a clear multi-modal emphasis by way of a well-separated multi-use path on the south side of the roadway. As shown in the street section below, the street type includes a 38’ roadway (two 11’ travel lanes, along with 8’ parallel parking on each side of the roadway); an 11’ tree lawn (6” curb and 10’-6” parkway) on each side of the roadway; a 6’ sidewalk on the north side of the roadway; a 12’ multi-use path on the south side of the roadway; and a 1’ buffer from back of sidewalk/multi-use path to the adjacent property line. Note that depending on parking demand estimated at time of development, the spine road could potentially eliminate the southern parking lane in some areas (especially where no residences are adjacent to the street) in lieu of more space for landscaping, bicyclists, and pedestrians. Final street section should be determined during final design.
 - The full build-out of Street Type ‘A’ will likely be constructed in phases, to help distribute the infrastructure costs to the project over time. The interim condition of the roadway shall be similar to that of Street Type ‘C,’ outlined below, so that access is maintained across the site, and to the recreation amenities, but at a lesser infrastructure expense.

- The interim condition of the spine road (similar to that of Street Type 'C') shall be constructed to the specification of Street Type 'A' as the development advances from one phase into another, or whenever the City deems it to be necessary for the circulation and safety of the development.



- Street Type 'B'** (60' R.O.W.) – The typical street type within the South Ark Neighborhood, Street Type 'B' is intended to be a pedestrian-friendly, lower design speed street, with ample tree lawns. As shown in the street section below, the street will include a 34' roadway (two 9' travel lanes, along with 8' parallel parking on each side of the roadway); a 7' tree lawn (6" curb and 6'-6" parkway) on each side of the roadway; a 5' sidewalk on each side of the roadway; and a 1' buffer from back of sidewalk to the adjacent property line.

- **Street Type 'B2'** (65' R.O.W.) – A slight variation of Street Type 'B' that would be applicable only to the north-south street shown on Exhibit C. This variation expands the R.O.W. 5' to the east, in order to facilitate a 10' multi-use trail (in lieu of the 5' sidewalk in the typical Street Type 'B' section below) to provide enhanced connectivity from Street Type 'A' up to the pedestrian bridge over the South Arkansas River, and to the trail amenities in Vandaveer Regional Park.



- **Street Type 'C'** (60' – 80' R.O.W.) – A more rural street type that will serve as a recreation access road and, as noted above, an interim condition for the spine road, until the full build-out to Street Type 'A.' The street will include a minimum of 11' wide travel lanes, surfaced with a minimum of four-inch compacted aggregate base with a dust control application; and shoulders that are a minimum of 8' wide, constructed with a compacted road base.
 - The 60' to 80' of dedicated R.O.W. is intended to provide flexibility to the City long-term, should there be a desire to build-out the roadway in a manner similar to that of Street Type 'A' or 'B' in the future.
- **Street Type 'D'** (20' R.O.W.) – While not technically a “street,” this serves as the typical alley R.O.W. within the South Ark Neighborhood. There shall be a minimum width of 16' within the center of the R.O.W., and 20' of width is encouraged adjacent to commercial uses. [This road type may also serve as an approved street type to meet the frontage requirements of a lot.](#)

Connectivity to Surrounding Area

Hwy 50 – Comfortable bicycle and pedestrian connections to/across Hwy 50 will provide critical connectivity to the South Ark Neighborhood and Vandaveer Regional Park.

- The existing connection and pedestrian crossing at Hwy 50 and Milford Street, which connects to the pedestrian bridge at the northwest corner of the Vandaveer Regional Park should be retained and enhanced, if necessary.
- At the northeast corner of Vandaveer Regional Park, there is a 15' easement providing connectivity to/from Hwy 50. A trail should be constructed along this easement, along with an additional pedestrian bridge over the South Arkansas River at this location. At Hwy 50, a pedestrian crossing should be implemented - RRFB and/or pedestrian refuge island, similar to the crossing at Hwy 50 and Milford Street – to ensure a safe crossing from this new trail to/from Caldwell Street.

CR 104 – This is the main existing vehicular access point to Vandaveer Regional Park. It will continue to function in its current state until development of the adjacent parcels. CR 104 should be upgraded to include pedestrian and bicycle facilities when adjacent development allows for dedication of additional right of way. The utility highway crossing installed as part of the South Ark Neighborhood will make the large parcels on both sides of CR 104 more development-ready. The challenges to development of these adjacent parcels are entitlement (annexations or PD amendments are required) and highway access. A traffic signal will likely be required when the 48-acre parcel south of CR 104 develops.

CR 107 – This is the main vehicular connection between the City of Salida and South Ark Neighborhood due to proximity and the existing traffic signal at Highway 50. There are currently no pedestrian or bicycle facilities, and the addition of such is not currently feasible due to right of way constraints. Cooperation between adjacent private property owners, Tennessee Ditch water users, the City of Salida, and Chaffee County is needed to secure right of way for pedestrian and bicycle facilities as soon as possible. Until then, the existing ped/bike bridge will provide safe access to the South Ark Neighborhood and Vandaveer Regional Park for those who aren't comfortable using CR 107. In addition, the City of Salida and Chaffee County should follow up with SSG Holdings, LLC to the southwest of the site, to facilitate ped and bike access from South Ark Neighborhood to the Methodist Mountain trail system.

Future potential transit connections and locations should be explored in the future to provide additional connectivity and access to the South Ark Neighborhood and Vandaveer Regional Park from Hwy 50.

Section 10.

Severability: The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause, or portion of this Ordinance as determined by a Court of

competent jurisdiction shall not affect the validity or effectiveness of the remainder of the Ordinance.

Introduced on First Reading, on the 17th day of March, 2026, adopted and ordered published in full in a newspaper of general circulation in the City of Salida by the City Council on the 26th day of March, 2026, and set for Second Reading and Public Hearing on the 7th day of April , 2026.

Introduced on Second Reading, finally adopted and ordered published by Title only, by the City Council on the 7th day of April, 2026.

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

Exhibit B: South Ark Neighborhood Zone District Map

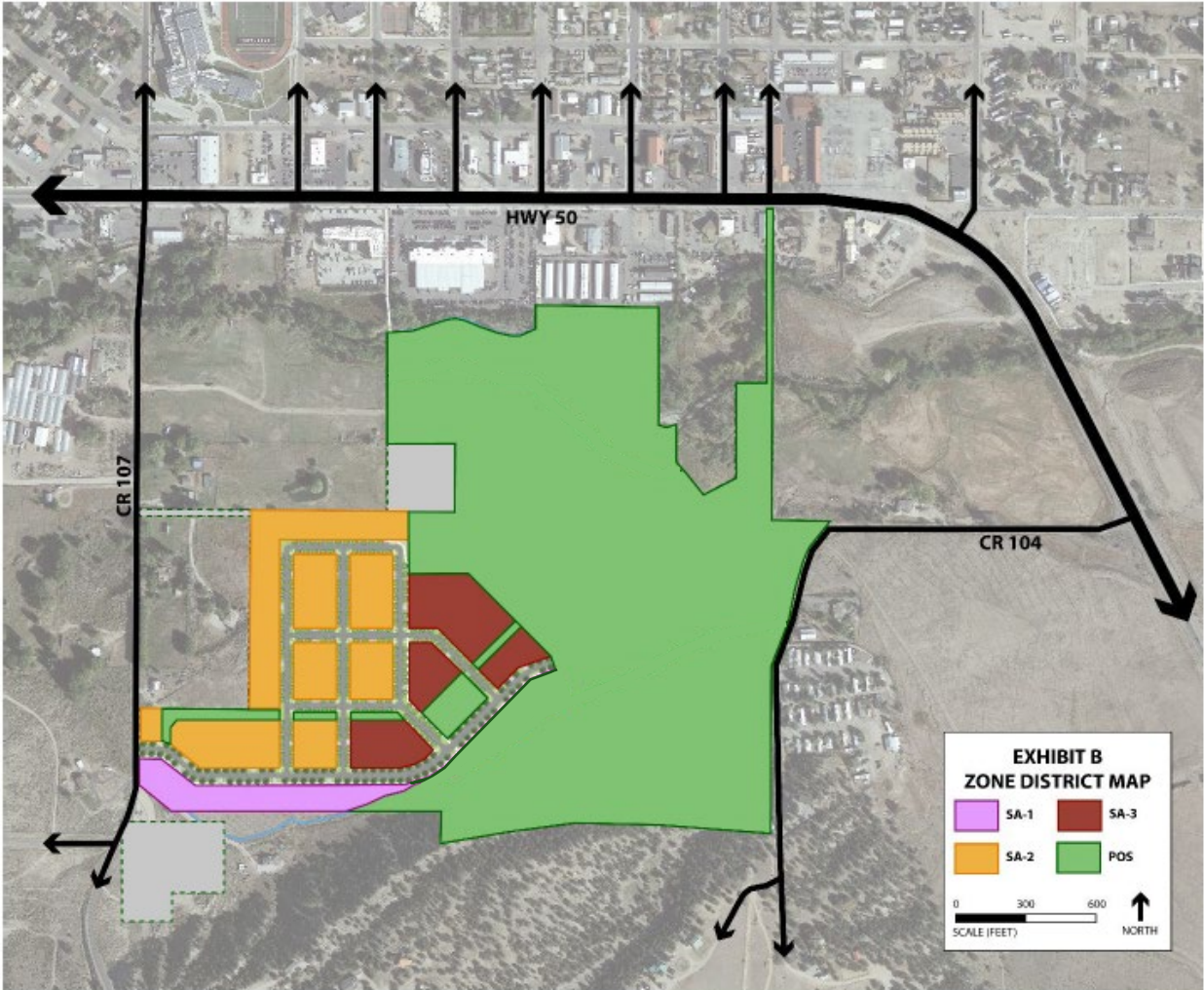
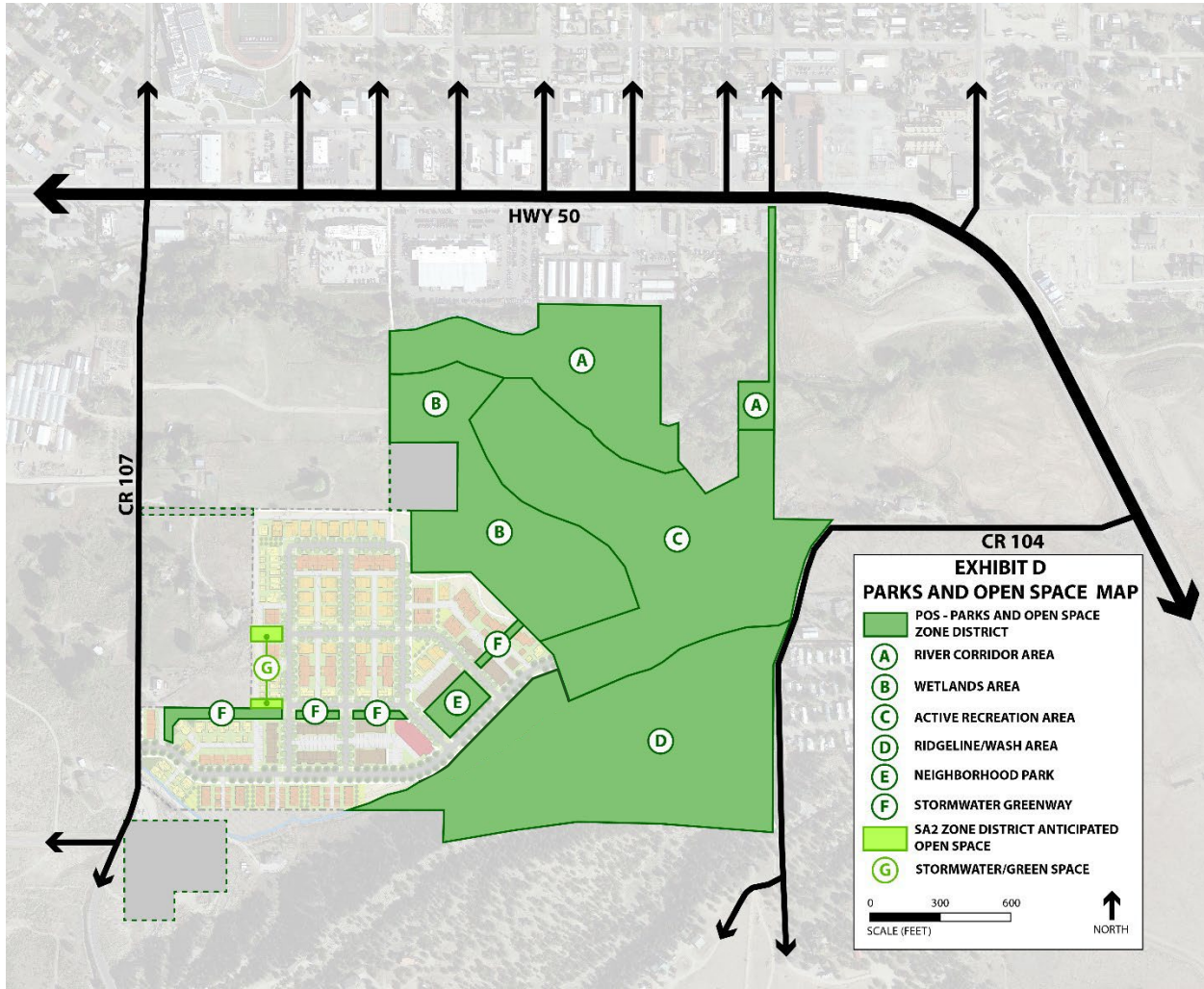


EXHIBIT B

Exhibit D: South Ark Neighborhood Parks and Open Space Map



Ordinance 2023-16 (Original South Ark Neighborhood PD Modification)

**ORDINANCE NO. 16
(Series 2023)**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO APPROVING A SUBSTANTIAL MODIFICATION OF PARCELS VPA-1, VPA-7, VPA-8, AND VPA-9 OF THE VANDAVEER RANCH PLANNED DEVELOPMENT TO MODIFY THE OVERALL DEVELOPMENT PLAN BY CHANGING VARIOUS MAPS, THE ENTITLEMENTS, DIMENSIONAL STANDARDS, AND OTHER STANDARDS REGARDING THE SOUTH ARK NEIGHBORHOOD

WHEREAS, the City Council approved the original Overall Development Plan for the Vandaveer Ranch Planned Development by Ordinance 2006-19 on December 22, 2006; and

WHEREAS, the Overall Development Plan was modified by changing the entitlements, zone district map, dimensional standards and adding new Article 10: Pinto Barn Parcel Standards for Parcel VPA-5 by Ordinance 2011-16 on October 18, 2011; and

WHEREAS, the Overall Development Plan was modified once again by changing the entitlements, zone district map, dimensional standards and Article 10: Pinto Barn Parcel Standards via the Confluent Park Planned Development Amendment; and

WHEREAS, Section 16-7-150 of the Salida Municipal Code (SMC) states substantial modifications to a Planned Development may be amended by the City Council after a public hearing and subject to certain criteria; and

WHEREAS, the City of Salida is the owner of all of Vandaveer Planning Area (VPA) parcels 1, 7, 8, and 9 which encompasses approximately 93.5 acres on the far western side of the Overall Development Plan area; and

WHEREAS, the City of Salida has made an application to amend the Planned Development in accordance with the SMC, to allow development of VPAs 1, 7, 8, and 9 in accordance with new land uses and development standards; and

WHEREAS, the City of Salida Planning Commission held a duly noticed public hearing on October 10, 2023 to review the proposed changes and made a recommendation that the City Council approve the proposed substantial modification of the Planned Development, with conditions, as it met the criteria stated in Section 16-7-150; and

WHEREAS, the proposal for the subject territory is consistent with the policies and goals of the City’s land use regulations and Comprehensive Plan, and will advance the public interest and welfare; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO as follows:

Section One

The Entitlements Map of the Vandaveer Ranch Planned Development District Overall Development Plan shall be amended for VPAs 1, 7, 8, and 9 (only) as shown in Exhibit A attached hereto.

Section Two

The Zone Districts Map (Exhibit A of Confluent Park PD Amendment) shall be amended as shown in Exhibit B attached hereto.

Section Three

The South Ark Neighborhood portions (VPAs 1, 7, 8, and 9) only of the Circulation Map (Exhibit C of the 2011 Vandaveer Ranch PD Amendment) shall be amended as shown in Exhibit C attached hereto.

Section Four

The Open Space and Parks Map of the Vandaveer Ranch Planned Development District Overall Development Plan shall be replaced with Exhibit D Parks and Open Space Map attached hereto.

Section Five

Section 3.01, the Planning Area Entitlements Chart of Article 3 of the Vandaveer Ranch Planned Development District Overall Development Plan, shall be replaced in its entirety, to read as follows:

Planning Area Entitlements Chart

Planning Areas	Zoning	Gross Area	Dwelling Units and Commercial Lodging Units ¹	Non-residential ² Development Square Footage
PROPOSED DEVELOPMENT	Corresponding Zone District	(Acres)	(up to and including)	(up to and including)
VPA-1	SA-1, SA-2, SA-3, POS per South Ark Neighborhood PD Mod	32.7	400	25,000
VPA-2	Transitional Residential	15.6	130	30,000
VPA-3	Mixed Use Village	44.1	180 (includes commercial lodging units)	300,000
VPA-4	Mixed Use Village	21.7	125 (includes commercial lodging units)	100,000
VPA-5	R-3, RMU and C-1 per Article 10. Confluent Park ³	15	289 ³	125,000 ³
VPA-7	Open Space/Parks	19.4	0	2,500
VPA-8	Open Space/Parks	11.3	0	0
VPA-9	Open Space/Parks	30.1	0	40,000
Total		189.9	1,124 units	622,500 SF

¹ This represents the total number of units but does not specify if they are single family, attached, or stacked units.

² Non-residential square footage includes employment centers, retail, commercial, educational centers, active and passive recreational uses requiring built facilities, commercial lodging, services, arts and cultural facilities, research and development

³ See Article 10, Confluence Park Standards

Section Six

Section 4.01 "Purpose of the Development Zones" of Article 4 of the Vandaveer Ranch Planned Development District Overall Development Plan shall be amended by replacing the paragraph beginning with "Vandaveer Neighborhood" in its entirety, to read as follows:

South Ark Neighborhood. This district is intended to provide an area for residential uses that will increase the range of housing types and choice of housing styles within the community. Site and dimensional requirements are more flexible than what is allowed under the City's residential zone districts and are designed to promote innovative design and a greater choice of housing, promote housing affordability, and diverse home sizes to serve a mix of income levels. The size and location of the South Ark Neighborhood allows individual homes to be oriented to take advantage of views and solar access.

Section 4.01 “Purpose of the Development Zones” of Article 4 of the Vandaveer Ranch Planned Development District Overall Development Plan shall be further amended by replacing the paragraph beginning with “Open Space/Parks and Recreation” in its entirety, to read as follows:

Open Space/Parks and Recreation. Lands designated as Open Space or Parks and Recreation are shown on the zone district map as well as the Parks and Open Space Map. The areas within VPAs 7, 8, and 9 make up the proposed “Vandaveer Regional Park” and shall remain as permanent open space and parks unless alternative open space or parks acceptable to the City is substituted. No improvements other than recreational/civic/educational facilities, trails, roads, and drainage facilities may be constructed in such open space areas, as specified per planning area below.

Section 4.02.6 “Zone Districts Created” of Article 4 of the Vandaveer Ranch Planned Development District Overall Development Plan shall be replaced in its entirety to read as follows:

The following zone districts are hereby created for the Project: South Ark Neighborhood (along with the three subarea zone districts SA-1, SA-2, and SA-3); Transitional Residential; Mixed Use Village Center; Confluent Park (along with the three subarea zone districts R-3, RMU, and C-1); and Open Space/Parks and Recreation. The land areas are shown on the Vandaveer Planned Development Zone Districts Map Exhibit B along with the South Ark Neighborhood PD Modification Zone Districts Map Exhibit B.

Section 4.03, “Vandaveer Neighborhood” of Article 4 of the Vandaveer Ranch Planned Development District Overall Development Plan, shall be renamed and replaced in its entirety to read as follows:

4.03 South Ark Neighborhood

The three South Ark Neighborhood subarea zone districts (SA-1, SA-2, and SA-3, as described below and all within VPA-1) shall be reserved for a mix of residential types and sizes. Non-residential (commercial/mixed use/public) is allowed in SA-3 only. Single-family detached units are not allowed in SA-3. Short-term rentals shall not be allowed anywhere in the South Ark Neighborhood. All uses must meet parking and other use specific criteria of the Code unless stated otherwise in this PD. The following principal and accessory uses are allowed:

SA-1: South Ark Variable Residential

This subarea zone includes residential lots south of the primary east-west “spine” road connecting CR107 to CR104. These lots are arranged around common courtyards to preserve views and provide areas for water to naturally drain toward the South Arkansas River from the south. This zone allows for single unit and attached-unit residential types at slightly lower densities and heights compared to other zone districts. Vehicular access is provided via alleys or shared parking courts.

Principal Uses Permitted by Right:

- Single-family dwelling units

- Duplex dwelling units
- Residential Multi-Family (3-4 units)
- Attached townhomes with no more than eight (8) units per structure

Accessory Uses Permitted with Conditions (conditions in parentheses):

- Accessory dwelling units (shall comply with ADU dimensional requirements in code requirements and be located behind a principal use)
- Accessory buildings and structures (e.g., garage, shed, art studio, etc.)
- Home occupations (shall occupy no more than 30% of the gross floor area of the residence and have no exterior indication of nonresidential activity. The business owner or operator must reside within the dwelling unit in which the business is conducted.)

SA-2: South Ark Higher-Efficiency Residential

This subarea zone district includes residential lots along the western and northern edges of VPA-1 as well as the central four blocks. These lots orient onto the public streets or the neighborhood greenway and allow for single unit, attached unit, and small multi-unit residential types at medium densities and heights compared to other zone districts. Vehicular access is provided via alleys.

Principal Uses Permitted by Right:

- Single-family dwelling units
- Duplex dwelling units
- Residential Multi-Family (3-4 units)
- Attached townhomes with no more than eight (8) units per structure
- Residential Multi-Family (5-19 units)

Accessory Uses Permitted with Conditions (conditions in parentheses):

- Accessory dwelling units (shall comply with ADU dimensional requirements in code requirements and be located behind a principal use)
- Accessory buildings and structures (e.g., garage, shed, art studio, etc.)
- Home occupations (shall occupy no more than 30% of the gross floor area of the residence and have no exterior indication of nonresidential activity. The business owner or operator must reside within the dwelling unit in which the business is conducted.)

SA-3: South Ark Residential Mixed-Use Center

This subarea zone district includes the lots and blocks adjacent to the public park and regional park. These lots orient onto the public streets, neighborhood greenway, and the neighborhood park or regional park. Attached, multi-unit, and commercial/mixed uses are allowed at the highest densities and heights compared to other zone districts. Vehicular access is provided via alleys or shared parking courts. Single-unit housing is not allowed in this zone.

Principal Uses Permitted by Right:

- Duplex dwelling units
- Residential Multi-Family (3-4 units)
- Attached townhomes with no more than eight (8) units per structure

- Residential Multi-Family (5-19 units)
- Residential Multi-Family (20+ units)
- Eating and drinking establishments less than 10,000 SF
- Retail sales and rental establishments less than 10,000 SF
- Daycare facility

Accessory Uses Permitted with Conditions (conditions in parentheses):

- Accessory dwelling units (shall comply with ADU dimensional requirements in code requirements and be located behind a principal use)
- Accessory buildings and structures
- Home occupations (shall occupy no more than 30% of the gross floor area of the residence and have no exterior indication of nonresidential activity. The business owner or operator must reside within the dwelling unit in which the business is conducted.)

Uses Allowed by Administrative Review:

- Public/Institutional Uses (transit center, church/religious, clubs, community buildings, government administrative facility, group homes, park, public parking facility, recreation facility, school)
- Other Commercial Uses (e.g., offices, retail, etc.)
- Sports complexes and active recreational fields, whether public, semi-public or private which may include related commercial uses, such as snack bars and restroom facilities, instruction, equipment storage and maintenance facilities, including but not limited to ball fields and courts, playfields and playgrounds.
- Other uses not listed above that are deemed similar by the City Administrator or his/her designee.

POS: Open Space/Parks and Recreation

This zone district is intended to prohibit intensive development, to provide open space and civic/educational facilities (including potentially a recreation center) and to protect the floodplain and wetlands. Areas designated as either Parks or Open Space satisfies the Planned Development District requirement for open space dedication. The POS zone district exists within all four separate planning areas. The allowed uses for those planning areas are listed below and expand upon the uses outlined at Section 4.06 of the ODP:

VPA-1: South Ark Neighborhood

Principal Uses Permitted by Right:

- Neighborhood Park with uses that support surrounding residences such as: playground, grilling areas, lawn space, plaza area, shade structure(s), benches, kiosks/signage, etc.
- Neighborhood Greenway designed to support the flow of stormwater through the neighborhood to VPA-9. This area may include passive recreation spaces such as overlooks, small plazas with seating, etc.
- Stormwater/Green Space areas that are intended to be preserved as open space in the short term but may be converted to street right-of-way in the future if redevelopment occurs to the west along CR 107.

VPA-7: Ridgeline/Wash Area

Principal Uses Permitted by Right:

- Trails, benches, kiosks/signage, disc golf, dog park, other active outdoor recreation, and public restrooms are allowed.

VPA-8: River Corridor

Principal Uses Permitted by Right:

- Trails, benches, kiosks/signage, outdoor education, and fishing are allowed.

VPA-9: Active Recreation Area

Principal Uses Permitted by Right:

- Active or passive recreational areas or facilities, both public and private, open or covered, (and which may include related recreational amenities such as, snack bars and restroom facilities, band shells, picnic areas, instruction, equipment storage and maintenance facilities), including, but not limited to fishing facilities, ballfields and courts, play fields and playgrounds, trails, dog park, community supported agriculture, community gardens, passive recreational and Open Space areas.
- A future daycare facility shall also be allowed.

Section 4.06 Open Space/Parks and Recreation shall be replaced in its entirety to read as follows, including the reference and incorporation of Exhibit D, Parks and Open Space Map, attached hereto:

Note that the original Vandaveer Ranch PD open space requirements were satisfied via the inclusion of VPAs 7, 8, and 9 and therefore no additional open space dedication or fees in lieu will be required. The Vandaveer Regional Park will be a City-owned and maintained public park of 60.8 Acres, with three distinct use zones, as described below. Trails within the site are to be provided by the City – 8’ minimum for paved and 5’ for unpaved – when feasible, and in locations generally aligned with the Exhibit C: Transportation Network Map.

A - Vandaveer Regional Park – River Corridor Area

This 11.3-acre area of open space in VPA-8 within the Vandaveer Regional Park is intended to be one of the most undisturbed and natural open spaces in the area. It should be the backbone of a South Arkansas River sanctuary, in which trees, naturally shifting channels, wetlands, beaver ponds, etc. are all preserved, and only supplemented with environmentally sensitive trails. This area should remain an area for birding and wildlife habitat and should include opportunities for environmental education along the river corridor. Initiatives by local environmental groups for grants to design and build river restoration projects should be encouraged.

The northeast portion of this area should leverage the connectivity opportunity presented by the 15’ north-south easement extending up to Hwy 50. This easement can help to provide north-south bicycle and pedestrian access to the site – extending over the river with a future bike/pedestrian bridge – and should be accompanied by a safe crossing (RRFB and/or pedestrian refuge island) across Hwy 50 to Caldwell Street.

B - Vandaveer Regional Park – Wetlands Area

The approx. 12.7-acre Wetlands Area (as mapped in 2023) in VPA-9 within the Vandaveer Regional Park is intended to be kept natural/undisturbed. This area is distinct in that it should include trail connectivity to the broader Vandaveer Regional Park and the South Ark Neighborhood. However, any disturbance to the existing jurisdictional wetlands areas should be carefully considered and studied to minimize any detrimental impacts to the wetland habitats. Any future efforts to relocate/mitigate existing jurisdictional wetlands should be studied prior to implementation.

C - Vandaveer Regional Park – Active Recreation Area

The approx. 19.4-acre Active Recreation Area in VPA-9 within the Vandaveer Regional Park is the best opportunity for the City to expand its footprint of City-serving active recreational opportunities and needed community facilities. Appropriate active recreation and supplementary uses in this area include:

- Flexible fields for recreation and festivals
- Various sport courts
- Trails
- Small restroom facilities
- Public parking (to support active recreation uses and trailhead access)
- Additional active recreation uses as identified by the PROST Board and approved by the City Administrator
- Recreation center
- Daycare
- Educational facilities
- Maintenance facilities
- Civic facilities
- Non-profit space
- Dog park (separate from VPA-7)

It is highly recommended that this area consider well irrigation for maintenance and watering of the flexible field uses.

This area is also allowed to accommodate a future civic/education facility, as outlined in VPA-9 above, of up to 40,000 SF. If located in Active Recreation Area, such a building shall be sited in a location that maximizes access to the supporting recreation fields/courts, while minimizing the obstruction of view corridors.

D - Vandaveer Regional Park – Ridgeline/Wash Area

The 19.4 acre Ridgeline/Wash Area in VPA-7 within the Vandaveer Regional Park currently includes the Heart of the Rockies Disc Golf Course, which is intended to remain as a use in this

area (note that some tee boxes/hole locations may need to be moved over time to facilitate the implementation of the South Ark Neighborhood and other uses for the Vandaveer Regional Park, including corresponding infrastructure needs). Uses in this area should leverage the natural topography and mature vegetation, while minimizing the disturbance of each. Appropriate uses in this area include:

- Approximately 1-acre dog park, planned to be located under the cottonwood grove, adjacent to the spine road, and associated parking.
- Small picnic area(s)/restrooms
- Maintenance facility
- Disc Golf Course (existing Heart of the Rockies Disc Golf Course)
- Adventure Recreation, such as a zipline course, treehouses, etc.
- Trails (walking & biking)
- Pump Track/Bike Park
- Additional active recreation uses as identified by the PROST Board and approved by the City Administrator

E - Neighborhood Park

The Neighborhood Park within the South Ark Neighborhood/VPA-1 is intended to serve the surrounding neighborhood as a place for formal and informal community gathering among South Ark Neighborhood residents. Accordingly, the park area should include community amenities such as seating areas, shared grills, etc. This park area should include opportunities for shade and respite from the sun, whether through tree planting and/or a pavilion or shade structure as well as opportunities for small neighborhood events.

The construction of the park should occur prior to, or concurrently to, the immediate adjacent land uses, so that the park will become an active gathering space upon its completion. The park will be constructed to City Standard by the vertical developer of the adjacent land uses (to be determined through a developer’s agreement) but it will be owned and maintained in perpetuity by the City following the completion of its corresponding development phase.

F - Stormwater Greenway

As noted in Section 7.2 below, a stormwater swale should be incorporated in the neighborhood greenway to convey storm events from the existing detention facility at the northeast corner of the County Road 107 / County Road 108 intersection. This stormwater greenway, while serving essential stormwater conveyance use, should be designed in a manner that also makes it an amenity to the South Ark Neighborhood. Where possible, a multi-use path should be incorporated into its design, so that connectivity across the site is further increased, and pedestrians and cyclists can utilize this corridor to move east-west across the site from the Vandaveer Regional Park through the South Ark Neighborhood to CR 107. The area should be well-planted with tree and plant species that will not disturb the stormwater conveyance functions of the greenway.

G - Stormwater/Green Space

A pair of small stormwater/green spaces are located on the western edge of the central part of the South Ark Neighborhood. These green spaces are strategically located to align with the roadways running east-west adjacent to them, to facilitate the potential for future roadway connections to CR 107. The need/desire for future connections from the neighborhood to CR107 is currently unknown, so they should be designed in a manner that allows near-term neighborhood use and informal gathering, but would not require extensive demolition (i.e., strategically planting any trees so that they would not require removal).

Section Seven

Article 5 of the Vandaveer Ranch Planned Development District Overall Development Plan, shall be amended by: (1) amendments to Section 5.03, “Vandaveer Neighborhood [VR-VN]”; (2) amendments to Section 5.06, “Table of Dimensional Standards,” and; (3) the creation of a new Section 5.07, “Affordable and Workforce Housing Standards”, as follows:

Section 5.03 within Article 5 of the Vandaveer Ranch Planned Development District Overall Plan, entitled Vandaveer Neighborhood [VR-VN] shall be re-named and replaced in its entirety to read as follows:

5.03 South Ark Neighborhood (VPA-1)

Dimensional Standards for the subarea zone districts of the South Ark Neighborhood (SA-1, SA-2, and SA-3) are listed in the columns of Section 5.06 Table of Dimensional Standards, within the section of the table titled “South Ark Neighborhood.”

5.06 Table of Dimensional Standards

The column titled “Vandaveer Neighborhood,” within Section 5.06, “Table of Dimensional Standards”, of Article 5 of the Vandaveer Ranch Planned Development District Overall Plan, shall be replaced in its entirety to read as follows: “South Ark Neighborhood”

DIMENSIONAL STANDARD	SA-1	SA-2	SA-3
Minimum Lot Area	2,400 sq. ft. single family 1,600 sq. ft. attached	2,000 sq. ft. single family 1,200 sq. ft. attached	3,200 sq. ft. 5,000 non-res sq.ft.
Minimum Lot Width	30’ single family 20’ attached	25’ single family 15’ attached	15’ attached N/A multi-family/non-residential
Minimum Front Setback**	15’	10’	10’ residential 5’ non-residential
Minimum Side Setbacks	3’ accessory structure 5’ primary structure	3’ accessory structure 5’ primary structure	3’ accessory structure 5’ primary structure
Minimum Rear Setbacks	5’	5’	5’
Maximum Lot Coverage (paved parking and structures)	60%	75%	90%
Maximum Height – single family	30’, no more than 2-stories	30’, no more than 2-stories	N/A
Maximum Height – multi-family, non-residential, and mixed use	30’, no more than 2-stories	40’, no more than 3 stories 30’, no more than 2 stories fronting CR 107	40’, no more than 3 stories
Maximum Height – accessory buildings	25’	25’	25’
Maximum unit size (above grade)	2,000 sq. ft.	2,000 sq. ft.	2,000 sq. ft.
Minimum Density (Max. lot SF per unit)	4,800 sq. ft./unit	4,000 sq. ft./unit	3,200 sq. ft./unit
Maximum Density (Min. lot SF per unit)	1,600 sq. ft./unit	1,200 sq. ft./unit	N/A

***Up to 5-ft. encroachment allowed for covered porches.*

A new Section 5.07, of Article 5 of the Vandaveer Ranch Planned Development District Overall Development Plan, Article 5, entitled “Affordable and Workforce Housing Standards”, shall be created to read as follows:

Affordable and Workforce Housing Standards

This South Ark Neighborhood PD modification shall ensure and require that a minimum of fifty percent (50%) of all housing units constructed within the PD modification area be “affordable

workforce housing” as defined herein and as further specified below. A minimum of an additional twenty-five percent (25%) of all housing units shall be prioritized for the local Chaffee County workforce, either through affordable workforce housing or non-income-based workforce housing (i.e., through reoccurring first-rights-of-refusal) to be agreed upon via future development agreements. The additional requirements listed below shall override and supersede the City of Salida’s Inclusionary Housing Ordinance requirements as found within the Salida Municipal Code:

“**Chaffee County local workforce**” shall be defined as those individuals earning their primary (80% or more) source of income at a business or employer within Chaffee County, as documented with the United States Internal Revenue Service and as further defined and certified by the City Administrator and his/her designee. Individuals over sixty (60) years of age shall be considered part of the Chaffee County local workforce if they have: (1) maintained their sole and primary residence within Chaffee County a minimum of 10 years; or (2) earned 80% or more of their primary source of income at a business or employer within Chaffee County, as documented with the United States Internal Revenue Service, for a minimum of four (4) years over the last ten (10) years; *and* if they otherwise qualify for the deed-restricted units (or otherwise-restricted units as defined herein).

“**Affordable workforce housing**” is housing that is available and affordable to very low-income, low-income and middle-income households where members of such households are part of the Chaffee County local workforce as defined herein, and further specified immediately below:

- “**Affordable workforce housing rental units**” shall be defined as permanently deed-restricted residential rental units which are affordable to households earning between thirty percent (30%) and one hundred percent (100%) of Area Median Income (AMI) for Chaffee County, as defined annually by the Colorado Housing Finance Authority (CHFA).
- “**Affordable workforce housing for-sale units**” shall be defined as permanently deed-restricted residential for-sale units which are affordable to households earning between sixty percent (60%) and one hundred sixty percent (160%) of Area Median Income (AMI) for Chaffee County, as defined annually by the Colorado Housing Finance Authority (CHFA).

“**Non-income-based workforce housing**” shall be defined as deed-restricted (or otherwise-restricted) housing that is available to individuals who are part of the Chaffee County local workforce as defined herein. Such housing shall not be based on income but shall be reserved only for members of the Chaffee County local workforce via reoccurring 90-day first-rights-of-refusal.

Additional Requirements:

- A minimum of fifty percent (50%) of the total residential units within the South Ark Neighborhood PD modification area shall be permanently deed-restricted affordable workforce housing as defined herein and as further specified immediately below:

- This requirement of a minimum of fifty percent (50%) of units permanently deed-restricted as affordable workforce housing shall apply to each phase of development.
- Of all the affordable workforce housing units, no fewer than forty percent (40%) shall be reserved for affordable workforce housing *rental* units, and no fewer than forty percent (40%) shall be reserved for affordable workforce housing *for-sale* units. This requirement shall apply to each phase of development.
- A minimum of half of the affordable workforce housing *rental* units must be deed-restricted affordable to households earning eighty percent (80%) or less of the AMI for Chaffee County, as defined annually by CHFA. This requirement shall apply to each phase of development.
- The average of all affordable workforce housing *for-sale* units must be deed-restricted affordable to households earning one hundred thirty percent (130%) or less of the AMI for Chaffee County, as defined annually by CHFA. Additionally, no more than fifteen percent (15%) of affordable workforce housing *for-sale* units shall be sold at prices affordable to households earning above one hundred forty percent (140%) of the AMI for Chaffee County, as defined annually by CHFA. This requirement shall apply to each phase of development.
- Any residential units within the South Ark Neighborhood PD modification area owned by public or non-profit entities, such as the Chaffee Housing Authority, Chaffee Housing Trust, Chaffee County, City of Salida, Colorado Mountain College, or Salida School District, are exempt from the AMI and deed-restriction requirements set forth herein, as long as the use of such units are restricted to the Chaffee County local workforce or students of a local educational institution, but such residential units may not count however toward the fifty percent (50%) overall and per-phase affordable workforce housing units requirement.

o The deed-restricted (or otherwise-restricted) affordable workforce housing units and non-income-based workforce housing units in each zone district (and phase) shall be built at substantially the same time as the non-deed-restricted residential units:

- Certificates of occupancy (COs) shall be given at a maximum of three (3) non-deed-restricted residential units for every one (1) deed-restricted or otherwise-restricted unit, as defined herein.

o Short Term Rental Unit(s) shall not be permitted anywhere in the South Ark Neighborhood PD modification area.

o Accessory Dwelling Units (ADUs) are encouraged but not required. They are permitted on attached and detached single family lots to assist in furthering the goals of serving the affordable and workforce housing needs of the County and City, but do not count towards the residential unit maximum or affordable or workforce housing requirements. See maximum ADU allotments further below.

Each of the zone districts include a minimum and maximum number of units allowed, as defined in the table below with the goal that the sum of deed-restricted (and otherwise-restricted) affordable units in total for VPA-1 is at least 50% as defined above.

Residential Minimums/Maximums

Zone District	Net Area (acres)	Units (min)	Units (max)	ADUs (max)
SA-1	3.9	20	30	10
SA-2	10	140	155	15
SA-3	6.4	190	215	5
Total	20.3	350	400	30

Section Eight

Section 8.02 of Article 8 of the Vandaveer Ranch Planned Development District Overall Development Plan, entitled “Vandaveer Neighborhood District: Development and Design Standards”, shall be replaced in its entirety to read as follows:

8.02 South Ark Neighborhood: Development and Design Standards

8.02.1 Development must be located with the existing topography in mind and shall minimize disruption to existing terrain, vegetation, drainage patterns, natural slopes and any other distinctive features.

8.02.2 The design and siting of all structures shall protect and preserve wetlands and riparian areas, critical wildlife habitats, natural features and landmarks and shall minimize the visual impact from Highways 50 and CR 107.

8.02.3 All permanent buildings shall be set back a minimum of two hundred and fifty (250) feet from the edge of the South Arkansas River channel.

8.02.4 All development shall be designed so that for the given location, egress points, grading and other elements of the development could not be reasonably altered to:

- Reduce the number of access points onto a collector or local street.
- Minimize adverse impacts on any existing or planned residential uses.
- Improve pedestrian or vehicle safety within the site and exiting from it.
- Reduce the visual intrusion of parking areas, screened storage areas and similar accessory areas and structures.

8.02.5 All development shall respect and complement existing development on abutting sites. This shall include:

- Provision for consolidating access points with abutting properties through joint access easements or other negotiated means;
- Provision for making sidewalks, trails and paths contiguous with abutting properties;
- Compatible massing and scale

8.02.6 A variety of housing styles is strongly encouraged; therefore, model types shall vary.

- A variety of roof forms is permitted, though low-sloping or “flat” roofs shall be limited to two for every eight structures.
- Natural materials such as wood siding and masonry are encouraged.
- Affordable units shall be designed with the same quality of exterior finishes as market-rate units.

8.02.7 Vehicular access and garages, carports, or other private vehicle storage shall be accessed from an alley or parking court.

- Provide either a building or a landscaped area at least ten (10) feet wide containing dense planting between the front property line of any use and an outdoor parking or service area.
- Surface parking lots are encouraged to use permeable surfaces (gravel, permeable paving, or other permeable surface.)
- No street-facing garages shall be allowed.

8.02.8 Parking Standards

- Commercial uses shall be required to provide a minimum of 1 parking space per 1,000 SF of the commercial use
- Residential uses shall be required to provide a minimum of 1 parking space per unit.

8.02.9 Orient buildings to take best advantage of solar access.

8.02.10 In order to create usable private open spaces for residences in this area, front yards shall be used for outdoor patio space or for a landscaped buffer space. It shall not be used for the storage of anything other than patio/porch furniture.

8.02.11 Primary building entrances should be oriented towards streets, parks, or pedestrian ways. Any multi-story building should have one clearly identifiable “front door.”

8.02.12 Ensure exterior walls are designed on a pedestrian scale by:

- Fragmenting them into smaller or multiple structures;
- Providing mature landscaping and manipulating the land form;
- Placing wall texture at eye-level;
- Clustering of small scale elements such as planter walls around the primary structure;
- Ensure that the ground floor uses are oriented toward the pedestrian with storefronts (where applicable), front porches, stoops, or patios that open onto the sidewalk as well as other pedestrian oriented spaces;
- Minimize the visual impact of service areas, refuse storage and mechanical/electrical equipment on streets, open space and adjoining development. For multifamily, mixed use, or commercial, civic, or education

facilities, storage and refuse containers must be screened with impervious fencing or plantings.

8.02.13 Courtyards or green spaces between residential uses shall be designed to accommodate a sidewalk/path and outdoor amenities such as, but not limited to: seating areas, garden beds (edible or aesthetic), pollinator gardens, small pavilions, stormwater gardens, or other amenity.

- Front doors and porches of residential units shall front onto the courtyard/common space.

GATEWAYS AND CIRCULATION DESIGN STANDARDS

8.02.14 Gateways:

- Gateway elements at entry points to the neighborhood (at CR 107 entry and Highway 50/CR 104 intersection) shall be provided and be primarily architectural elements and not signs, although graphic elements are allowed.

8.02.15 Transportation System/Vehicular Access:

- The “spine” road connecting CR 107 to CR 104 shall serve as a primary connection to the South Ark Neighborhood and shall be designed as a multi-modal street with ample space adjacent to the curb to promote healthy, long-term tree growth.
- The street network shall be laid out as shown in Exhibit C. Any modifications to the proposed street grid shall be presented with proper reasoning and determined appropriate by the Community Development Director.
 - Rectangular blocks shall be a minimum of 180-feet wide.
 - The street network shall consider opportunities for future connections to CR 107, as shown in Exhibit C.
- All subdivisions within the South Ark Neighborhood shall provide an adaptable and interconnected transportation system that encourages alternative modes of transportation, disperses traffic, and provides streets that accommodate multiple modes of transportation including motor vehicles, bicycles, and pedestrians.
- Safe and efficient movement of vehicles, pedestrians and bicyclists is an important attribute of the South Ark Neighborhood. Uninterrupted pedestrian ways shall be maximized in order to improve or support the subarea as a walkable neighborhood.
- The width of driveways and curb cuts shall be minimized to reduce the overall impact of vehicular access across a planned pedestrian path or trail.
- Sharing of vehicle entries between two adjacent lots is strongly encouraged.
- Ensure all subareas have included a clearly defined connection to the regional trail system.

ENVIRONMENTAL DESIGN STANDARDS

Note that the model energy code and building codes shall supersede these standards, whichever is more stringent.

8.02.16 Orient buildings to take best advantage of solar access.

- Buildings should be designed to plan for the application of solar panels.
- Consideration of passive solar design opportunities should be provided.

8.02.17 Limit water use.

- Buildings should utilize water-saving fixtures and appliances.
- Landscaping should include water-wise, indigenous plant species.
- Consider the use of well irrigation for maintenance and watering of the flexible field uses.

8.02.18 Natural disaster preparedness.

- Buildings within the fluvial hazard buffer shall be elevated or the site shall be graded to alleviate the risk of flooding.
- Buildings shall include an appropriate buffer around their perimeter that does not include combustible materials.
- Stormwater detention elements should be considered in common areas such as courtyards, public parks, and yards to prevent the risk of flooding.

Section Nine

The Transportation Network Map shall be created as shown in Exhibit C, attached hereto, which shall amend the South Ark Neighborhood portion of Exhibit C “Circulation Map” as shown in the 2011 Vandaveer Ranch Overall Development Plan amendment.

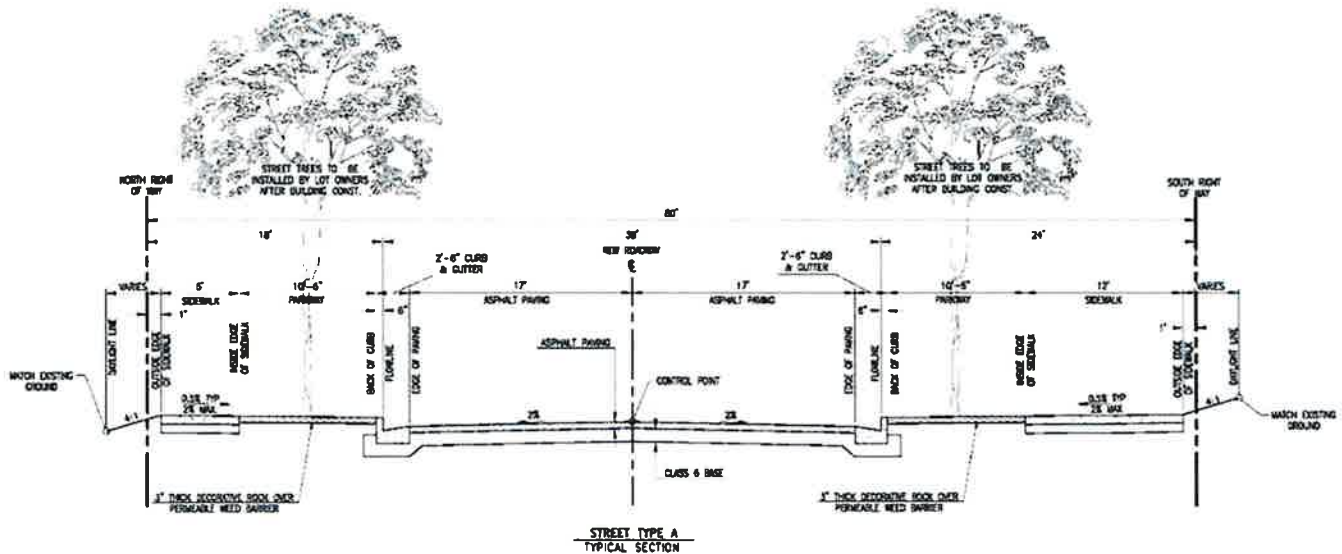
Additionally, Section 8.05.4 of Article 8 of the Vandaveer Ranch Planned Development District Overall Development Plan, entitled “Street and Streetscape Design,” shall be amended to by the addition of subsection 8.05.4.1, to read in its entirety as follows:

8.05.4.1 Street and Streetscape Design Specific to the South Ark Neighborhood Planned Development Modification area:

- **Street Type ‘A’** (80’ R.O.W.) – An east-west “spine road” connecting CR107 at the west to CR104 to the east, provides two points of access to the South Ark Neighborhood and Vandaveer Regional Park, while also providing helpful emergency access in the case of a county roadway closure. While this roadway is primarily responsible for east-west circulation across the site for vehicles, it is still intended to have a slower design speed, with ample tree lawns, and a clear multi-modal emphasis by way of a well-separated multi-use path on the south side of the roadway. As shown in the street section below, the street type includes a 38’ roadway (two 11’ travel lanes, along with 8’ parallel parking on each side of the roadway); an 11’ tree lawn (6” curb and 10’-6” parkway) on each side of the

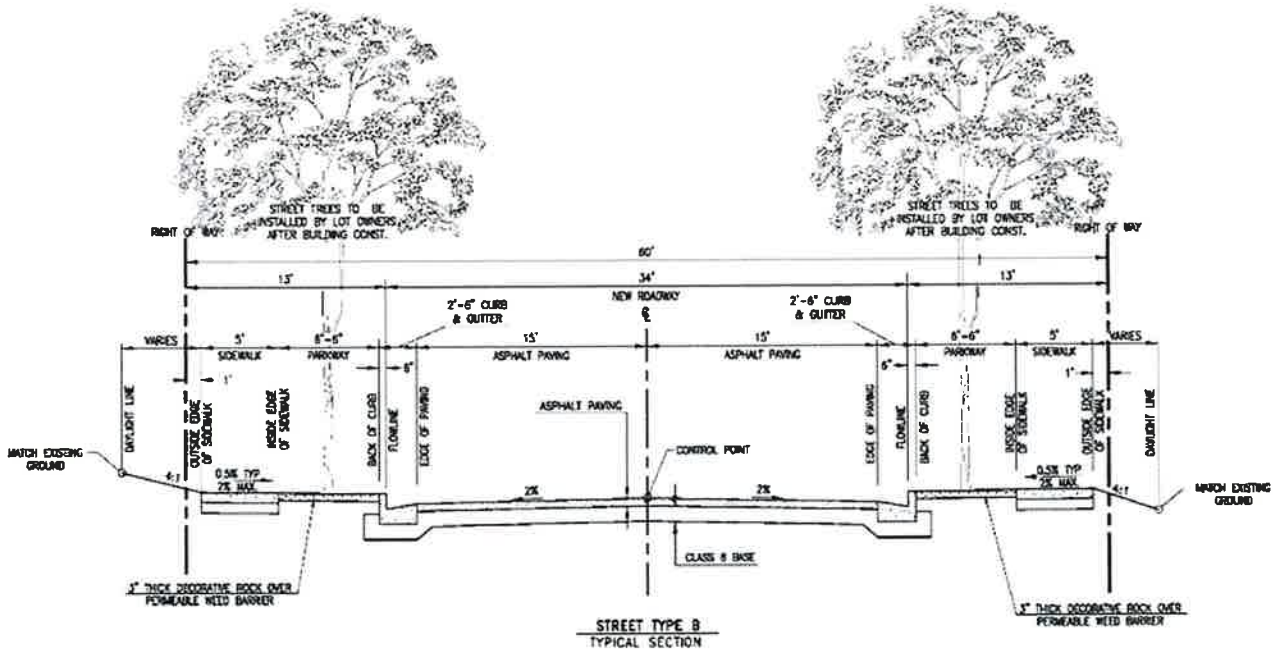
roadway; a 6' sidewalk on the north side of the roadway; a 12' multi-use path on the south side of the roadway; and a 1' buffer from back of sidewalk/multi-use path to the adjacent property line. Note that depending on parking demand estimated at time of development, the spine road could potentially eliminate the southern parking lane in some areas (especially where no residences are adjacent to the street) in lieu of more space for landscaping, bicyclists, and pedestrians. Final street section should be determined during final design.

- The full build-out of Street Type 'A' will likely be constructed in phases, to help distribute the infrastructure costs to the project over time. The interim condition of the roadway shall be similar to that of Street Type 'C,' outlined below, so that access is maintained across the site, and to the recreation amenities, but at a lesser infrastructure expense.
 - The interim condition of the spine road (similar to that of Street Type 'C') shall be constructed to the specification of Street Type 'A' as the development advances from one phase into another, or whenever the City deems it to be necessary for the circulation and safety of the development.



- **Street Type 'B'** (60' R.O.W.) – The typical street type within the South Ark Neighborhood, Street Type 'B' is intended to be a pedestrian-friendly, lower design speed street, with ample tree lawns. As shown in the street section below, the street will include a 34' roadway (two 9' travel lanes, along with 8' parallel parking on each side of the roadway); a 7' tree lawn (6" curb and 6'-6" parkway) on each side of the roadway; a 5' sidewalk on each side of the roadway; and a 1' buffer from back of sidewalk to the adjacent property line.
 - **Street Type 'B2'** (65' R.O.W.) – A slight variation of Street Type 'B' that would be applicable only to the north-south street shown on Exhibit C. This

variation expands the R.O.W. 5' to the east, in order to facilitate a 10' multi-use trail (in lieu of the 5' sidewalk in the typical Street Type 'B' section below) to provide enhanced connectivity from Street Type 'A' up to the pedestrian bridge over the South Arkansas River, and to the trail amenities in



Vandaveer Regional Park.

- **Street Type 'C'** (60' – 80' R.O.W.) – A more rural street type that will serve as a recreation access road and, as noted above, an interim condition for the spine road, until the full build-out to Street Type 'A.' The street will include a minimum of 11' wide travel lanes, surfaced with a minimum of four-inch compacted aggregate base with a dust control application; and shoulders that are a minimum of 8' wide, constructed with a compacted road base.
 - The 60' to 80' of dedicated R.O.W. is intended to provide flexibility to the City long-term, should there be a desire to build-out the roadway in a manner similar to that of Street Type 'A' or 'B' in the future.
- **Street Type 'D'** (20' R.O.W.) – While not technically a "street," this serves as the typical alley R.O.W. within the South Ark Neighborhood. There shall be a minimum width of 16' within the center of the R.O.W., and 20' of width is encouraged adjacent to commercial uses.

Connectivity to Surrounding Area

Hwy 50 – Comfortable bicycle and pedestrian connections to/across Hwy 50 will provide critical connectivity to the South Ark Neighborhood and Vandaveer Regional Park.

- The existing connection and pedestrian crossing at Hwy 50 and Milford Street, which connects to the pedestrian bridge at the northwest corner of the Vandaveer Regional Park should be retained and enhanced, if necessary.
- At the northeast corner of Vandaveer Regional Park, there is a 15’ easement providing connectivity to/from Hwy 50. A trail should be constructed along this easement, along with an additional pedestrian bridge over the South Arkansas River at this location. At Hwy 50, a pedestrian crossing should be implemented - RRFB and/or pedestrian refuge island, similar to the crossing at Hwy 50 and Milford Street – to ensure a safe crossing from this new trail to/from Caldwell Street.

CR 104 – This is the main existing vehicular access point to Vandaveer Regional Park. It will continue to function in its current state until development of the adjacent parcels. CR 104 should be upgraded to include pedestrian and bicycle facilities when adjacent development allows for dedication of additional right of way. The utility highway crossing installed as part of the South Ark Neighborhood will make the large parcels on both sides of CR 104 more development-ready. The challenges to development of these adjacent parcels are entitlement (annexations or PD amendments are required) and highway access. A traffic signal will likely be required when the 48-acre parcel south of CR 104 develops.

CR 107 – This is the main vehicular connection between the City of Salida and South Ark Neighborhood due to proximity and the existing traffic signal at Highway 50. There are currently no pedestrian or bicycle facilities, and the addition of such is not currently feasible due to right of way constraints. Cooperation between adjacent private property owners, Tennessee Ditch water users, the City of Salida, and Chaffee County is needed to secure right of way for pedestrian and bicycle facilities as soon as possible. Until then, the existing ped/bike bridge will provide safe access to the South Ark Neighborhood and Vandaveer Regional Park for those who aren’t comfortable using CR 107. In addition, the City of Salida and Chaffee County should follow up with SSG Holdings, LLC to the southwest of the site, to facilitate ped and bike access from South Ark Neighborhood to the Methodist Mountain trail system.

Future potential transit connections and locations should be explored in the future to provide additional connectivity and access to the South Ark Neighborhood and Vandaveer Regional Park from Hwy 50.

Section Ten

This Ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of any ordinance repealed or amended as herein provided, and the same shall be construed and concluded under such prior ordinances.

Section Eleven

The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause or portion of the Ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the Ordinance.

INTRODUCED ON FIRST READING, on November 7, 2023, ADOPTED and ORDERED PUBLISHED IN FULL, other than Exhibits A, B, C, and D described herein which shall be on record with the City Clerk's office, in a newspaper of general circulation in the City of Salida by the City Council on the 10th day of November, 2023 and set for second reading and public hearing on the 5th day of December, 2023.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED IN FULL, by the City Council on the 5th day of December 2023.

CITY OF SALIDA, COLORADO



Dan Shore, Mayor



[SEAL]

ATTEST:

Erin Kelley

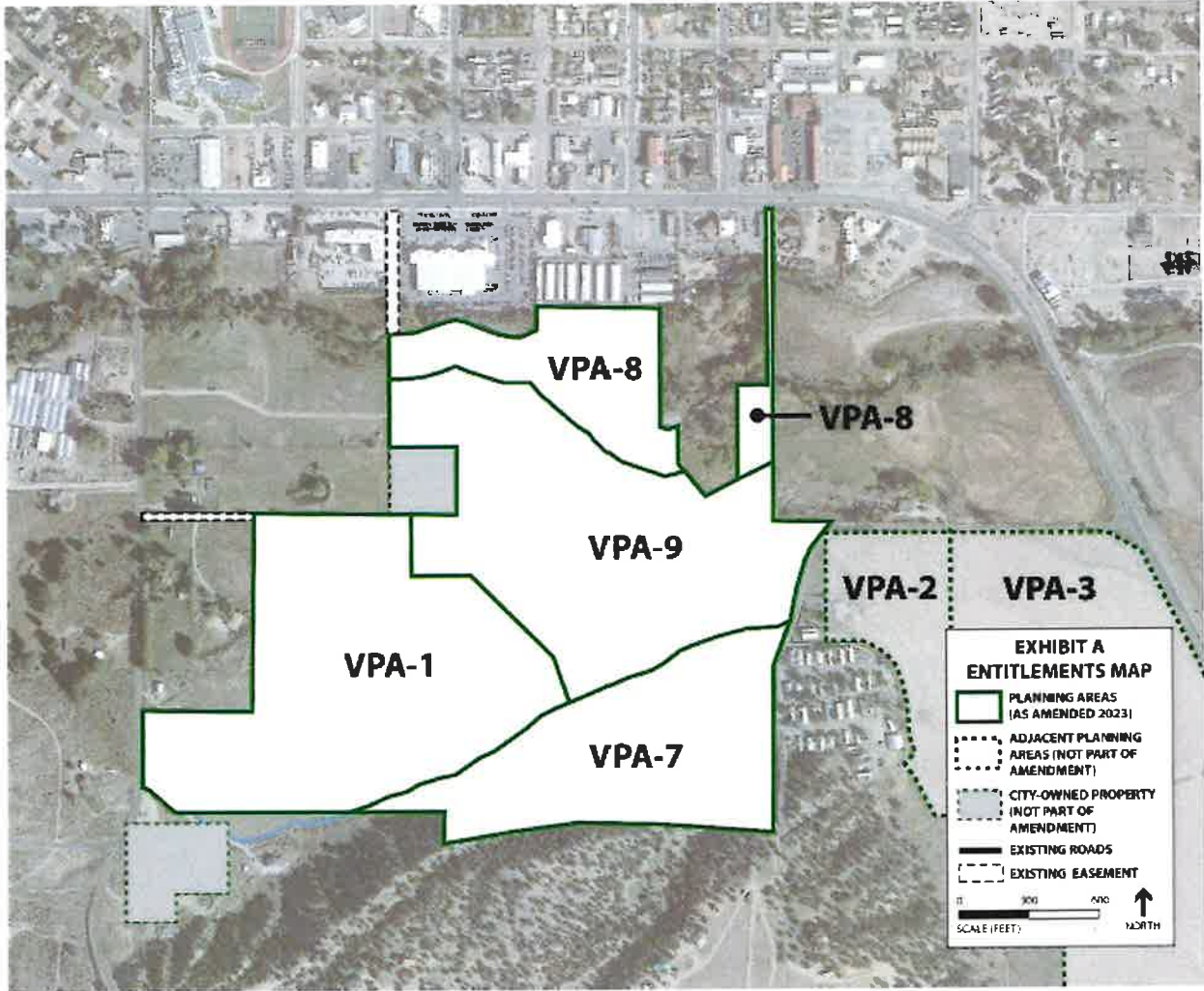
City Clerk/Deputy Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 10th day of November, 2023, and ~~BY TITLE ONLY~~, after final adoption on the 5th day of December, 2023.
IN FULL

Erin Kelley

City Clerk/Deputy City Clerk

Exhibit A: South Ark Neighborhood Entitlements Map



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Lori A Mitchell
Chaffee County Clerk

Exhibit B: South Ark Neighborhood Zone District Map

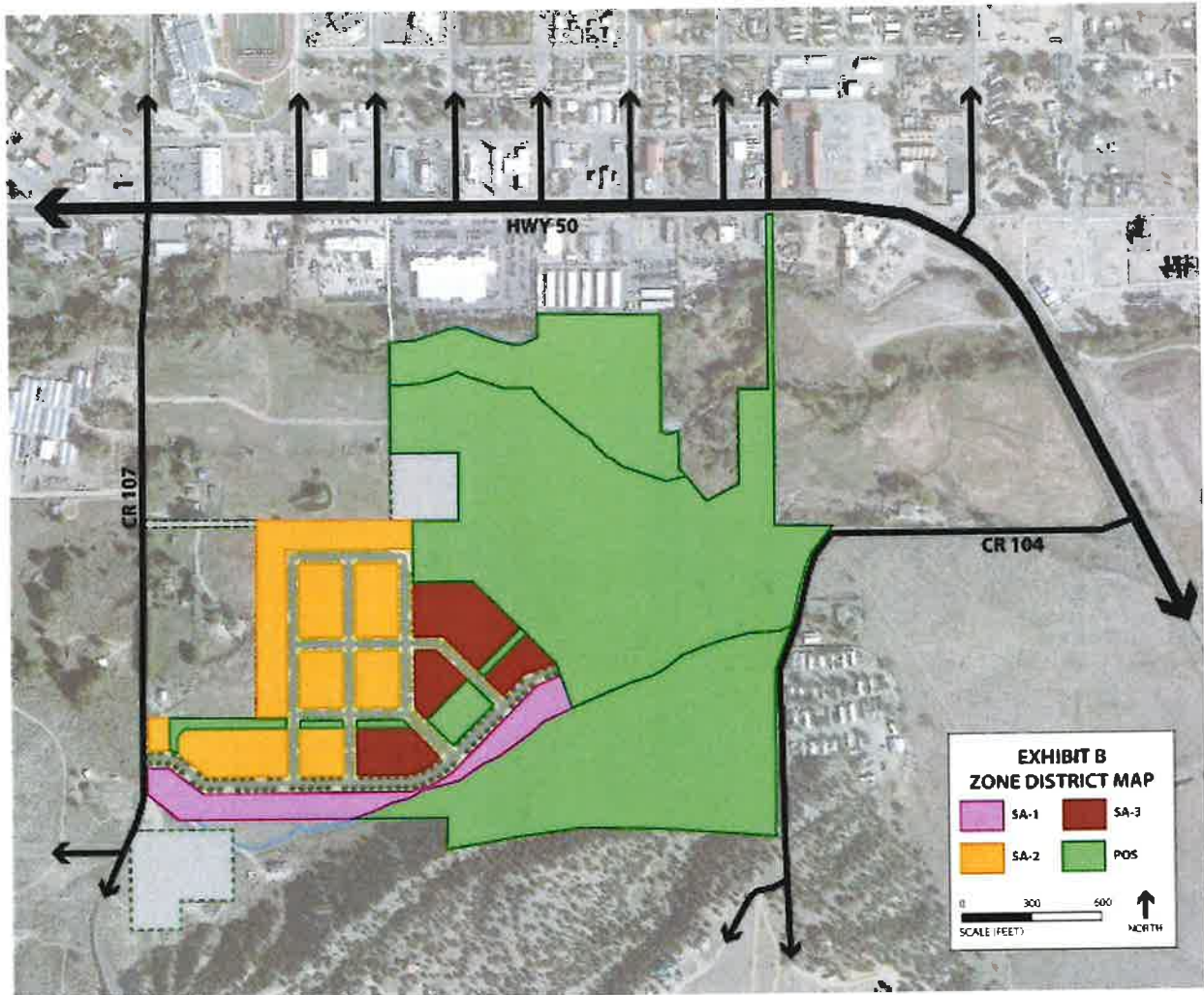


Exhibit C: South Ark Neighborhood Transportation Network Map

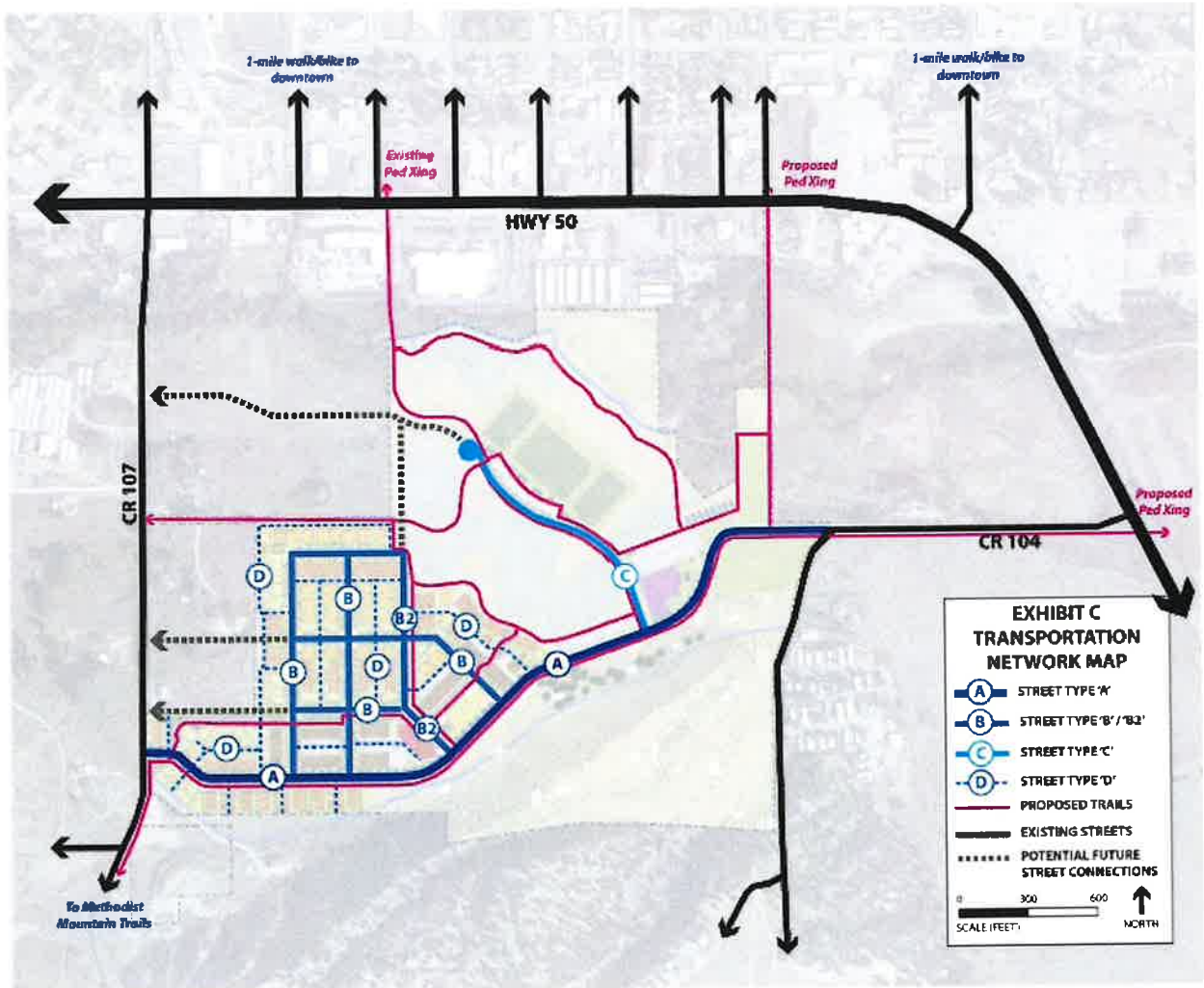
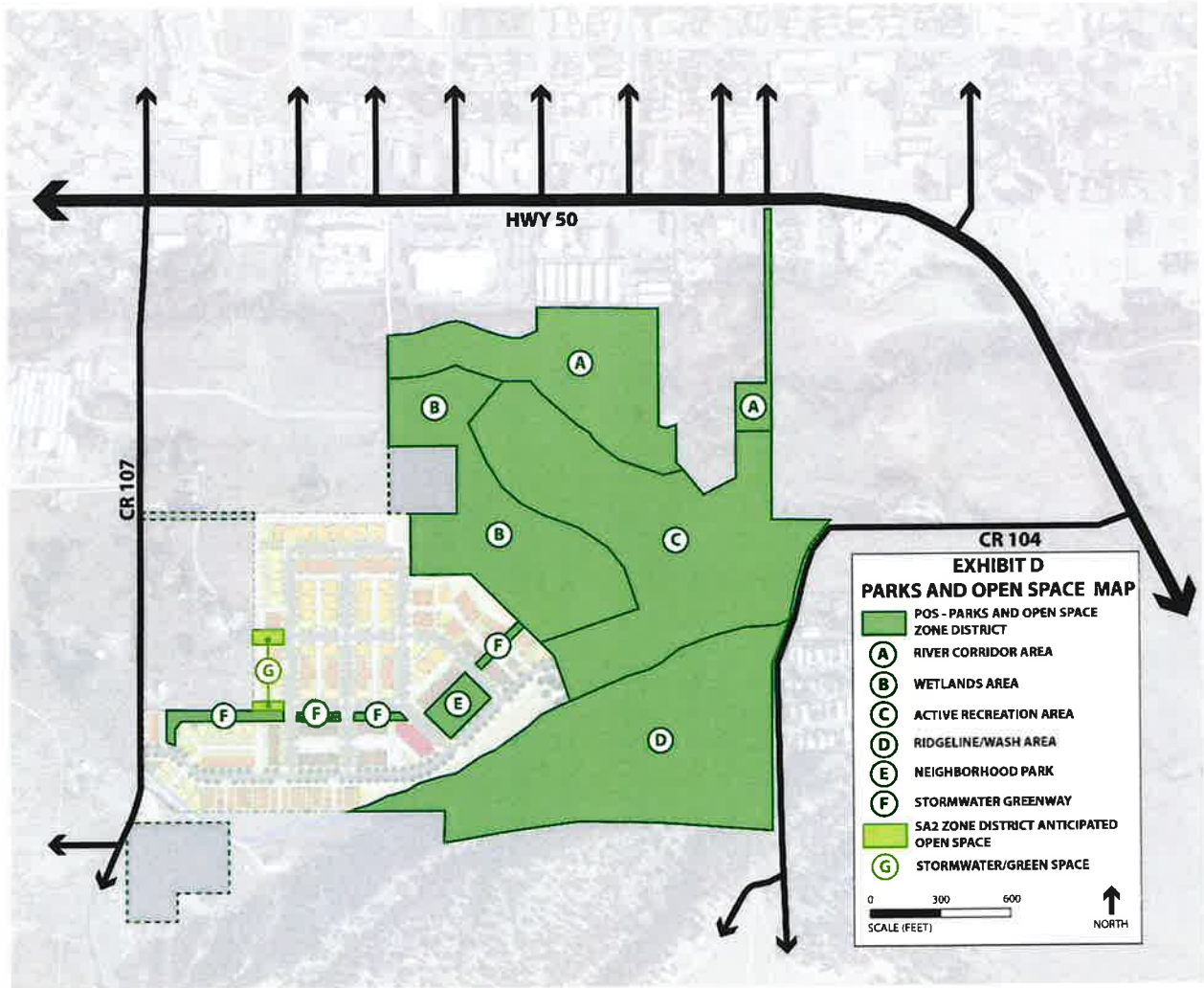


Exhibit D: South Ark Neighborhood Parks and Open Space Map



Overall Development Plan (ODP) as Amended 2011

**Vandaveer Ranch Planned Development District
Overall Development Plan**

ARTICLE 1: DEFINITIONS

In addition to the definitions set forth in the Salida Land Use Code Section 16-5-20, the following terms shall be defined as follows.

Applicant or Developer will initially refer to the current owner of the property, as well as any entity that subsequently acquires a fee simple interest of record in any portion of the Project as a transferee of Developer. Applicant or Developer will include, collectively, all of the foregoing persons or entities, all of whom will be jointly and severally liable for the obligations and liabilities of the Developer to the extent such liability relates to the portion of the Project they purchase or otherwise obtain. Notwithstanding the foregoing, the term Applicant or Developer will not include (1) purchasers of subdivided residential lots or units or non-residential space in an approved PD or subdivision area or (2) holders of a security interest in the Project or a portion thereof.

Council or City Council means the City Council of the City.

Code means the same as **City of Salida Land Use Code**

Land Use Plan means the graphical Entitlements Map approved in connection with this PD Overall Development Plan, a copy of which is attached hereto as Exhibit A.

PD means the Planned Development District hereby approved for the Property

Postponed Submittal(s) means those items the City has determined are more appropriately postponed to the final development plan or subdivision stages of developing the Development as set forth in Article 2 of this agreement.

Project means that parcel of real property described on Exhibit B and which is referred to as The Vandaveer Ranch

Project Records means the various reports, maps, written documents, graphic documents and other data submitted by the Applicant in connection with this Project.

ARTICLE 2: BASIC INFORMATION REQUIRED FOR SUBMITTAL

2.01 This Planned Development District includes the following exhibits, all of which are attached hereto and incorporated herein by this reference:

Exhibit	Description
A	Vandaveer Planned Development District Entitlements Map
B	Vandaveer Planned Development Zone Districts Map
C	Vandaveer Planned Development District Circulation Map
D	Vandaveer Planned Development District Open Space and Parks Map
E	Vandaveer Environmental and Physiographic Map
F	Vandaveer Utilities Map
G	Warranty Deed and Legal Description of the Vandaveer Ranch Property

Exhibit	Description
H	Policy of Title Insurance

2.02 A legal description of the total site including any recorded easements proposed for development, including a statement of present and proposed ownership. This statement shall include the address of the Applicant, all the property owners, developers, parties of interest, and any lien holders.

- The site is owned by the City of Salida, P.O. Box 417, Salida, CO 81201. The warranty deed and legal description, including recorded easements, is attached hereto as Exhibit G.

2.03 Evidence of the present ownership or agents thereof of all lands included within the Planned Development in the form of a current commitment for Title Insurance or Title Insurance Policy.

- A copy of the policy of title insurance has been submitted and is attached hereto as Exhibit H.

2.04 A statement of planning objectives.

This PD District provides for new mixed use and residential facilities within the community. The objectives of this Planned Development District are:

- Create a range of housing types and housing styles to serve all ages and income groups within Chaffee County;
- Allow for a mix of retail, educational, research and development, incubator business spaces, eating and entertainment, recreation, accommodations and other desired non-residential uses;
- Encourage alternative modes of transportation through the provision of trails and paths
- Encourage innovations in non-residential and residential development through the use of flexible dimensional requirements so that the growing demands of the population may be met by greater variety and types, design and layout of buildings and the conservation and more efficient use of open space ancillary to said buildings;
- Provide needed transportation connections between the County Road 107 and County Road 104 as adopted in both the Salida Comprehensive Plan and Chaffee County Transportation Plan;
- Conserve the value of the land and preserve environmental quality through the protection of the floodplain and associated wetlands and the provision of park land and useable open space.
- Provide for building and site design that is energy and resource efficient, allows for local community power generation and reduces the amount of energy consumption and demand of typical development.

2.05 A statement of proposed ownership of public and private open space areas

- This plan provides for parks and open space as depicted in Exhibit D: Vandaveer Planned Development District Open Space, Parks and Trails Map. The Plan includes open space and park lands adjacent to the river, including the location of Vandaveer family picnics, and creates desired trail connections along the river corridor. Additional open space is created on the bluff overlooking the property. This Plan dedicates a total of 16.6% of the Vandaveer Ranch site as parks and open space.
- At the time of subdivision or development of VPA-1 identified on Exhibit A VPA 7, 8 and 9 shall be dedicated to the City for parks and open space purposes. Any trails in the City rights-of-way shall be dedicated to the City at the time of subdivision or development of the VPA at the City's discretion. Ownership of additional parks or dedication of additional open space areas will be negotiated at the time of Final Development Plan or subdivision approval.

2.06 A proposed development phasing schedule

- The development phasing schedule has not been determined at this time. The applicant is planning to sell the entire property to a developer who will determine the development phasing. Additional

information regarding overall phasing of the development will be required at the time of Final Development Plan review.

- The years 2006 thru 2008 will focus on seeking a master developer to fund needed infrastructure improvements and develop a Final Development Plan for the property. It is expected that in the years 2008 to 2009, the design of the infrastructure necessary to support development will occur. Planned activities include:
 - Refine site plan and access requirements,
 - Develop a more detailed phasing schedule,
 - Prepare grading and erosion control plans,
 - Prepare overall utility and roadway plans, and
 - Prepare preliminary and final plat for phases of the project.
 - Complete Final Development Plan for each phase of the project.

2.07 Any general physiographic and environmental studies of the proposed site.

- These are included herein as Exhibit E: Environmental and Physiographic Map and conditions.

2.08 A statement of the proposed method for controlling architectural design through-out the development.

- Article 8 of this Overall Development Plan addresses development and design standards for the Vandaveer Ranch including each of the zone districts within the PD. More specific design guidelines will be developed at the time of Final Development Plan for each phase of the development. These more detailed design guidelines will be reviewed for compliance with the planning objectives stated in Section 2.04, Article 5 - Dimensional Standards, Article 7- Special Provision to Cluster Developments and Article 8 – Development and Design Standards.
- In addition to the site development standards contained within this Overall Development Plan, architectural design will be controlled by protective covenants which will include design guidelines and a design review committee comprised of property owners within the Vandaveer Ranch.

2.09 A generalized drainage plan for the entire project indicating proposed on-site facilities and treatment and abatement of drainage to adjoining properties.

- A generalized drainage plan for the entire project indicating proposed on-site facilities and treatment and abatement of drainage to adjoining properties shall be completed upon submission of a Final Development Plan.

2.10 Water and sewer demand for projected uses.

- The City has adequate water rights and sewer treatment capacity to serve the projected uses at this time. At each submission for Final Development Plan the applicant will be required to provide detailed information regarding the projected demand of that phase so that the City can ensure that adequate capacity to serve is still available.

2.11 Letters from the City, appropriate utility districts and boards stating their ability to serve the development with water, sewer, electricity, natural gas, telephone and fire protection service.

- The City, as the applicant, states that it can serve the development with water and sewer. Further system development may be required as the site develops including, but not limited to construction of an additional water storage tank. Utility extensions to serve the site will be the responsibility of the developer. Fire and police protection services are also available from the City.

2.12 A generalized trip generation study for the entire development and its sub-parts. Also a statement of the general intent of the applicant as regards the designation of public versus private roads.

- The Trip Generation Study shall be submitted as part of the approval process for a Final Development Plan. The Planned Development implements the City’s adopted Transportation Plan, the County’s Transportation Improvement Plan and CDOT access control standards.
- All roads shall be constructed according to Article IX of the City of Salida Land Use Code. It is expected that all roads will be dedicated public roads. The City may consider the creation of private roads at the time of Final Development Plan if the plan meets all other review criteria of this PD and the Land Use Code.

2.13 A statement explaining how the development shall be served and what measures have been taken to reduce the fiscal impacts of the development on the City.

- The development shall be served by municipal utilities and streets. The developer will bear the burden of infrastructure extension and construction. System improvements, including the eventual provision of a new water storage tank in this area will also be the responsibility of the developer unless the City agrees otherwise during Final Development Plan approval.

ARTICLE 3: OVERALL DEVELOPMENT DISTRICT ENTITLEMENTS BY PLANNING AREA

3.01 Planning Areas Identified and Entitlements.

The Entitlement Map delineates the nine [9] Planning Areas within the Property (each, a "Planning Area" and, collectively, the "Planning Areas"). The purpose of the Planning Areas is to identify the maximum number of residential units and square footage of non-residential space allowed within each portion of the Property designated as a Planning Area. Subject to the provisions of Section 3.03 below, the maximum number of residential units and maximum square footage of non-residential development (not including any public, not-for-profit or religious facilities) allowed within each such Planning Area shall be as set forth in the following chart (the "Planning Area Entitlements Chart"):

Planning Area Entitlements Chart

Planning Areas	Zoning	Gross Area	Dwelling Units and commercial lodging units *	Non-residential** Development Square Footage
PROPOSED DEVELOPMENT	Corresponding Zone district	(Acres)	(up to and including)	(up to and including)
VPA-1	Vandaveer Neighborhood	63.4	400	25,000
VPA-2	Transitional Residential	15.6	130	30,000
VPA-3	Mixed Use Village	44.1	180 [includes commercial lodging units]	300,000
VPA-4	Mixed Use Village	21.7	125 [includes commercial lodging units] plus	100,000
VPA-5	Mixed Use Village-Pinto Barn	~15	25,000 square feet for residential uses ***	150,000
VPA-7	Open Space/Parks	18.0	0	2,500
VPA-8	Open Space/Parks	11.7	0	2,000
VPA-9	Open Space/Parks	2.1	0	500
Total		191.6	950 units	610,000

* This represents the total number of units but does not specify if they are single family, attached, or stacked units

** Non-residential square footage includes employment centers, retail, commercial, educational centers, active and passive recreational uses requiring built facilities, commercial lodging, services, arts and cultural facilities, research and development

*** See Article Ten, "Pinto Barn Parcel Standards"

Notwithstanding anything to the contrary contained in this Article 3 or elsewhere in this Overall Development Plan, development for public occupancies shall not count against the maximum non-residential square footage allowed in each Planning Area.

3.02 Minor Modification to Planning Area Boundaries.

The precise boundaries of the Planning Areas on the Entitlement Map shall be established by Final Development Plans. Such boundaries may be modified by the Property Owner or his/her designee from the boundaries shown on the Planning Areas Map in connection with an application for a Final Development Plan, without requiring any amendment to this Overall Development Plan, provided that the total acreage of the Planning Area is not increased or decreased by more than 10%. If such change is made, the Property Owner or his/her designee shall submit to the City Administrator or his/her designee a revised Entitlement Map indicating which Planning Area(s) have increased in size and which Planning Area(s) have decreased in size. The City Administrator or his/her designee shall cause such revised Entitlements Map to be recorded promptly in the real property records of Chaffee County, Colorado.

3.03 Transfer of Density among Planning Areas.

The maximum number of residential dwelling units and/or non-residential square footage allowed in any Planning Area may be increased by the Property Owner or his/her successor by up to ten percent [10%] of the amount specified for such Planning Area in Section 3.01 above, without requiring any amendment to this Overall Development Plan, provided that there is a corresponding decrease in the maximum number of residential units and/or square footage of permitted non-residential development in one or more of the other Planning Areas, so that the maximum number of 950 residential dwelling and accommodation units and 480,000 square feet of non-residential development for the entire Property is not exceeded. If such change is made, the Property Owner or his/her successor shall submit to the City Administrator or his/her designee a revised Entitlements Map, with a revised Planning Area Entitlements Chart indicating which Planning Area(s) have increased in number of residential units and/or amount of non-residential square footage and which Planning Area(s) have decreased in number of residential units and/or amount of non-residential square footage. The City Administrator or his/her designee shall cause such revised Entitlements Map and revised Planning Area Entitlements Chart to be recorded promptly in the real property records of Chaffee County, Colorado.

3.04 Transfer of Density into Planning Areas from Other Areas.

At such time as a Transfer of Development Rights (TDR) program is established in Chaffee County, this Plan may be amended to accommodate additional density through such a program. This change would be made as part of a TDR plan established by the City Council and would designate how much additional density would be permitted in each planning area.

3.05 Allocation of Density by the Property Owner or his/her successor.

Within each Planning Area, the Property Owner or his/her successor shall have the exclusive right to allocate the allowed residential units and/or non-residential square footage to parcels of land within such Planning Area. Such allocations may be set forth in a deed, deed of trust, plat or other document signed by the Property Owner or his/her successor and recorded in the real property records of Chaffee County, Colorado, a copy of which shall be provided to the City. Once so allocated, such densities may be reallocated by the Property Owner or his/her successor (in the same manner as set forth in the previous sentence) only with the consent of the owner of the land to which the densities have been allocated, or, in the case of an allocation set forth in a deed of trust signed by the Property Owner or his/her designee, the consent of the beneficiary of such deed of trust (provided, however, that if the deed of trust has been released, then such consent shall not be required). The Property Owner or his/her successor may, from time to time, assign the right to allocate the densities within any Planning Area(s) to any owner of land within the Property, or to a lender, by a written assignment signed by the Property Owner or his/her successor and recorded in the real property records of Chaffee County, Colorado, a copy of which shall be provided to the City. The assignee shall have all of the rights of the Property Owner or his/her successor under this Section 3.03 with respect to such Planning Area(s).

ARTICLE 4: OVERALL DEVELOPMENT PLAN ZONE DISTRICTS

4.01 Purpose of the Development Zones.

All uses must meet parking and other use specific criteria of the Code unless stated otherwise in this PD.

Vandaveer Neighborhood. This district is intended to provide an area for residential uses that increase the range of housing types and choice of housing styles within the community. Site and dimensional requirements are more flexible than what is allowed under the City's residential zone districts and are designed to promote innovative design and a greater choice of housing, promote housing affordability, and diverse home sizes to serve a mix of income levels. The size and location of the Vandaveer Neighborhood allows individual homes be oriented to take advantage of views and solar access.

Transitional Residential. The purpose of this district is to permit multi-family residential units in multi-story stacked structures along with conveniently located non-residential uses, small retail and professional offices that serve the neighborhood. The development will take measures to ensure compatibility with adjacent properties of lower densities and to provide adequate open space.

Mixed Use Village. This district is intended to permit a vertical mixture of compatible commercial and residential uses. Ground floor commercial uses are intended to serve the immediate surrounding residential areas and employment centers with convenience oriented retail sales and personal services establishments. Upper floor residential uses would be oriented to the local resident housing needs in terms of cost, finish and size.

Open Space /Parks and Recreation. Lands designated as Open Space or Parks and Recreation are shown on the zone district map as well as the Open Space, Parks and Recreation Map. These areas shall remain as permanent open space and parks, unless alternative open space or parks acceptable to the City is substituted. No improvements other than recreational facilities, roads and drainage facilities may be constructed in such open space areas.

4.02 Uses by Zone District.

All uses must meet parking and other use specific criteria of the Code unless stated otherwise in this PD.

4.02.1 Principal Uses (permitted by right)

These principle uses, as set forth below for each zone district, are permitted anywhere within such zone district, subject to approval of a Final Development Plan, subdivision plat and issuance of a building permit. Site plans will be required for any non-residential development, and all residential development of three units or more. All structures require building permit approval.

4.02.2 Accessory Uses (permitted by right)

Accessory Uses are permitted only if they are clearly subordinate to the principal use. They may constitute no more than 35% of the lot area and will be constructed concurrently with, or subsequent to the construction of the main building.

4.02.3 Conditional Uses (requiring approval)

A conditional use may be allowed in accordance with the Conditional Use Review Process set forth in the City of Salida Land Use Code if the location and the site proposed for the use is appropriate, the use is consistent with the purposes of the zone district within which it is proposed to be located, and the use is compatible with adjacent properties and uses.

4.02.4 Temporary Uses

Temporary uses are allowed in all zones as provided in the City's Land Use Code.

4.02.5 Uses Not Specifically Provided For

When a proposed use is not specifically enumerated it may still be allowed if deemed to be similar to an enumerated use by the City Administrator or his/her designee. This applies to all types of uses (i.e. principal, accessory, conditional and temporary) described above.

4.02.6 Zone Districts Created

The following zone districts are hereby created for the Project: Vandaveer Neighborhood; Transitional Residential; Mixed Use Village Center and Open Space/Parks and Recreation. The land areas are shown on the Vandaveer Planned Development Zone Districts Map Exhibit B.

4.03 Vandaveer Neighborhood

This PD zone district is intended to accommodate all types and sizes of single detached and attached residential dwelling units at varying densities. Limited non-residential uses providing amenities for the development are also allowed as a convenience to residents as well as incidental recreational, institutional, public and accessory uses compatible with the character of the district and customarily found to be viewed as an amenity by residents, thereby reducing vehicle trips are encouraged. All uses must meet parking and other use specific criteria of the Code unless stated otherwise in this PD.

4.03.1 Principal Uses Permitted by Right

- Single family dwellings
- Attached Residential Dwellings with no more than six [6] residential dwelling units per structure
- Non-residential uses including neighborhood restaurants, professional offices, convenience retail establishments and service establishments under three thousand [3,000] square feet, however, no drive-up facilities shall be permitted.
- Active or passive recreational areas including ancillary support facilities such as restrooms or shelters of less than one thousand [1,000] sq. ft. without lighting

4.03.2 Accessory Uses Permitted by Right.

- Uses that are customarily incidental to any of the permitted principal uses and are located on the same lot or on an adjacent lot
- Accessory Dwelling Units
- Parking for the principal use
- Home occupations and home businesses which occupy less than thirty-five (35%) of the gross floor area of the residence, and which have no exterior indication of nonresidential activity. The business owner or operator must reside within the dwelling unit in which the business is conducted.
- Garages and carports
- Private greenhouses, swimming pools, patios or recreation facilities customarily incidental to residential uses
- Storage of materials, provided all such storage is located within a structure
- Home based day care serving not more than six [6] children for less than twenty-four [24] hours per day
- Other uses not listed above that are deemed similar by the City Administrator or his/her designee.

4.03.3 Conditional Uses. The following conditional uses shall be allowed, subject to compliance with the Conditional Use Review Process set forth in Article XI of the City of Salida Land Use Code:

- Sports complexes and active recreational fields, whether public, semi-public or private which may include related commercial uses, such snack bars and restroom facilities, instruction, equipment storage and maintenance facilities, including, but not limited to ball fields and courts, playfields and playgrounds.
- Public and private schools
- Public buildings and civic facilities
- Other uses not listed above that are deemed similar by the City Administrator or his/her designee.

4.04 Transitional Residential

This PD zone district is intended to promote the development of residential buildings that encourages pedestrian activity through the incorporation of pedestrian oriented uses at the ground level street frontage such as porches, stoops, walkups and living room windows. This district also is intended to accommodate higher density multi-family and attached residential dwelling units at varying densities with limited non-residential uses providing convenient amenities for area residents. All uses must meet parking and other use specific criteria of the Code unless stated otherwise in this PD.

4.04.1 Principal Uses Permitted by Right

- Single family dwellings
- Attached Residential Dwellings
- Multi- Family Residential Dwellings
- Professional offices, business offices, and studios
- Retail stores and commercial establishments, eating and drinking establishments, not exceeding six thousand [6,000] square feet (exclusive of outside dining areas)
- Outdoor dining areas at ground level
- Recreational services and support facilities of less than six thousand [6,000] square feet
- Personal/consumer services, such as: barber shops, beauty shops, and travel and ticket agencies of less than six thousand [6,000] square feet
- Active or passive recreational areas or facilities, both public and private, open or covered, Clubs, spas, health facilities (public or private, whether operated for monetary gain or otherwise)
- Cultural facilities, including but not limited to, museums, art studios, educational facilities, and amphitheatres (open or enclosed) for musical and/or theatrical performances
- Churches, if the traffic impacts can be mitigated and if adequate parking arrangements are made either on site or on an adjacent site
- Transit and parking lots and facilities, whether or not accessory to a principal use
- Other uses not listed above that are deemed similar by the City Administrator or his/her designee.

4.04.2 Accessory Uses Permitted by Right.

- Uses that are customarily incidental to any of the permitted principal uses and are located on the same lot or on an adjacent lot
- Accessory Dwelling Units
- Parking for the principal use
- Home occupations and home businesses which occupy less than thirty-five (35%) of the gross floor area of the residence, and which have no exterior indication of nonresidential activity. The business owner or operator must reside within the dwelling unit in which the business is conducted.
- Garages and carports
- Home based day care serving not more than six [6] children for less than twenty-four [24] hours per day
- Private greenhouses, swimming pools, patios or recreation facilities customarily incidental to residential uses
- Storage of materials, provided all such storage is located within a structure
- Other uses not listed above that are deemed similar by the City Administrator or his/her designee.

4.04.3 Conditional Uses. The following conditional uses shall be allowed within the areas of the Property designated Transitional Residential [TR], subject to compliance with the Conditional Use Review Process set forth in Article XI of the City Land Use Code.

- Sports complexes and active recreational fields, whether public, semi-public or private which may include related commercial uses, such snack bars and restroom facilities, band shells and pavilions, instruction, equipment storage and maintenance facilities, including, but not limited to ball fields and courts, playfields and playgrounds.
- Public and private schools
- Public buildings and civic facilities
- Day care facilities serving seven [7] or more children
- Other uses not listed above that are deemed similar by the City Administrator or his/her designee.

4.05 Mixed Use Village

This PD zone district is a mixed use business land use category located on both sides of State Highway 50. This land use classification reflects the difference in traffic volumes and accessibility to businesses along this corridor. It differs from Salida's Historic Downtown since this highway is controlled by the Colorado Department of Transportation [CDOT] with the purpose of serving as an important regional arterial and direct access to properties along this length of highway must be through a series of collector roads. Highway 50 is classified by CDOT as a Non-Rural Arterial—this means moderate travel speeds and relatively moderate to high traffic speeds. Any new or redeveloping business is required to get an access permit from CDOT. Given the function of this corridor and the fact that CDOT allows only one access point to any lot or combination of lots under one ownership, a wide range of complementary uses that can share access to the Highway are encouraged. This area is also the gateway to the City, so a focus of the area is the image presented to the public. Improved landscape, beautification efforts, parking and screened or enclosed storage to the side or back of the building and any other efforts are encouraged. All uses must meet parking and other use specific criteria of the Code unless stated otherwise in this PD.

The purpose of this district is to promote the development of a village center for retail, service commercial, recreational, educational, office and research and development uses and secondary residential uses by:

1. Providing convenient business and other services for residents, and visitors to Salida;
2. Providing a broad mixture of uses within a compact pedestrian oriented environment;
3. Facilitating small business development and vitality;
4. Provide land sufficient in size for the development of employment centers; and
5. Allowing for the development of educational facilities.

4.05.1 Principal Uses Permitted by Right

- Commercial establishments engaged in providing personal or financial services to the general public. Examples include banking, dry cleaning, laundromats, tailoring, shipping and receiving services, barber and beauty shop and businesses that offer goods and services for sale.
- Offices used for the transaction of business, professional, or medical services and activities including, without limitation, real estate brokers, non-profit organizations, travel agents, advertising or insurance agents, lawyers, physicians, dentists, architects, engineers, accountants, and other licensed professionals
- Day care facilities.
- Eating and drinking establishments, including but not limited to bakeries and delicatessens, cocktail lounges, taverns and bars, coffee shops, fountain and sandwich shops, restaurants and brew pubs, and nightclubs (with or without live entertainment), all of which may provide off site catering services.
- Fabrication or assembly relating to retail sales with no outside storage if the proposed use can demonstrate that it will not create traffic hazards, noise, dust, noxious fumes, odors, smoke, vapor, vibration or industrial waste disposal problems.
- Clubs, spas, medical, health and wellness facilities and the like (public or private, whether operated for monetary gain or otherwise).
- Public and private schools and colleges
- Arts and Cultural facilities including but not limited to, museums, art studios, educational facilities, and amphitheaters (open or enclosed) for musical and/or theatrical performances
- Public buildings and civic facilities
- Commercial Accommodations including hotels and other lodging facilities,
- Multi-family dwelling units only if located above ground floor retail uses or if associated with on-site education facilities or employment centers.
- Employment Centers including light industrial uses, commercial retail and professional office and research and development if the proposed use can demonstrate that it will not create traffic hazards, noise, dust, noxious fumes, odors, smoke, vapor, vibration or industrial waste disposal problems. Light industries are small-scale, non-polluting industries with limited heavy truck traffic
- Transit and parking lots and facilities, whether or not accessory to a principal use.

4.05.2 Accessory Uses Permitted by Right.

- Uses that are customarily incidental to any of the permitted principal uses and are located on the same lot or on an adjacent lot.
- Inside storage of materials and equipment accessory to any of the permitted uses.

- Outdoor dining areas located on the ground level or above ground level and operated in conjunction with permitted eating and drinking establishments if they are adequately screened from adjacent residential uses and have provided adequate mechanisms to ensure that noise, light and odor emitted from the site is not heard on adjacent land parcels under a different ownership
- Other uses not listed above that are deemed similar by the City Administrator or his/her designee.

4.05.3 Conditional Uses. The following conditional uses shall be allowed within the areas of the Property designated Mixed Use Village Center subject to compliance with the Conditional Use Review Process set forth in Article XI of the City Land Use Code.

- Sports complexes and active recreational fields, whether public, semi-public or private which may include related commercial uses, such snack bars and restroom facilities, band shells and pavilions, instruction, equipment storage and maintenance facilities, including, but not limited to ball fields and courts, playfields and playgrounds.
- Distribution centers provided that sixty [60%] of the building area is dedicated to a retail use and the proposed use can demonstrate that it will not create traffic hazards, noise, dust, noxious fumes, odors, smoke, vapor, vibration or industrial waste disposal problems.
- Religious buildings, if the traffic impacts can be mitigated and if adequate parking arrangements are made either on site or on an adjacent site.
- Theaters, meeting rooms and convention centers
- Other uses not listed above that are deemed similar by the City Administrator or his/her designee.

4.06 Open Space/Parks and Recreation

This PD zone district is intended to prohibit intensive development, to provide open space and recreational facilities, and to protect the floodplain and wetlands. Areas designated as either Parks or Open Space satisfies the Planned Development District requirement for open space dedication which is as follows: “Residential developments shall dedicate twenty [20 %] of the gross land area for use as publicly accessible parks, open spaces, or trails. Such sites and land areas are intended for the use and benefit of the owners and future owners in the proposed PD. Non-residential developments shall dedicate eight percent (8%) of the gross land area within the PD as open areas for use as one or more of the following: Parks; Open spaces; Pathways including trails, recreation and bicycle paths that are separate and distinct from any parking area or lot; Landscaped areas including buffers and berms to separate dissimilar uses; Public or private outdoor seating areas; Plazas; Courtyards; and Play areas.”

- Active or passive recreational areas or facilities, both public and private, open or covered, (and which may include related recreational amenities such as, snack bars and restroom facilities, band shells, picnic areas, instruction, equipment storage and maintenance facilities), including, but not limited to fishing facilities, ballfields and courts, play fields and playgrounds, trails, community supported agriculture, community gardens, passive recreational and Open Space areas.

ARTICLE 5: DIMENSIONAL STANDARDS

5.01 Applicability of Dimensional Standards. The dimensional requirements set forth in this Article 5 apply to the siting and massing of buildings and structures within each of the Vandaveer Ranch Zone Districts. Variances from these requirements will be permitted only in accordance with Article 16-12 of the City's Land Use Code (Variances).

5.02 Height and Transition between Uses. When a non-residential or mixed-use building that is over fifteen [15] feet in height locates next to an existing subdivided lot on which there has been or will be constructed a detached single family residence, the non-residential or mixed-use building shall be required to be set back at least twenty-five [25] feet from the common lot line.

The maximum height of all structures is as follows:

- Single Family Detached Residential = Thirty-five [35] ft
- Single Family Attached Residential = Thirty-five [35] ft
- Multiple family Residential = Forty [40] ft or no more than 3 stories
- Non-Residential = Forty [40] ft or no more than 3 stories
- Mixed Use - Residential and Commercial = Forty [40] ft or no more than 3 stories
- Accessory Buildings or Structures = Twenty-five [25] ft
- Mechanical equipment, chimneys, elevator penthouses, church spires and steeples, and similar appurtenances are exempted from height restrictions if those elements are usually appurtenant to a building. Mechanical equipment shall be setback or screened from view such that it cannot be seen from across any adjacent streets or rights-of-way.

5.03 Vandaveer Neighborhood [VR-VN]

Dimensional Standards for Areas within VR-VN are designed to allow for a full range of types and mixes of residential units at varying densities, and to allow clustering of development, and to allow convenience amenities including retail, office and recreational facilities. The following dimensional standards shall apply to those portions of the Property designated VR-VN on the Vandaveer Ranch Zone District Map:

5.03.1 Minimum lot area:

- Residential structures: three thousand [3,000] square feet per unit,
- Non-residential development or land parcels that include a mixture of land uses: five thousand [5,000] square feet

5.03.2 Minimum lot width:

- Thirty [30] feet, and building code requirements regarding minimum separation between structures are met.

5.03.3 Minimum setback requirements with no differentiation between front, side and rear:

- Eighteen [18] feet on one side, and five [5] feet on all other sides; attached residential structures do not require an interior setback

5.03.4 Maximum Impervious Coverage: Sixty percent [60%]; all areas that are impervious shall be landscaped as specified in Article VII of the Salida Land Use Code

5.04 Transitional Residential [VR-TR]

Dimensional Standards for Areas within VR-TR are designed to allow for a full range of types and mixes of products and uses, and to allow clustering of development. The following dimensional standards shall apply to those portions of the Property designated VR-TR on the Vandaveer Ranch Zone District Map:

5.04.1 Minimum lot area:

- Twenty-five Hundred [2,500] square feet

5.04.2 Minimum lot width:

- Twenty-five [25] feet

5.04.3 Minimum setback requirements: No minimum setbacks from lot lines, so long as building code requirements regarding minimum separation between structures are met and required parking is provided off-street

5.04.4 Maximum Impervious Surface: Eighty percent [80%]; all areas that are not impervious shall be landscaped as specified in Article VII of the Salida Land Use Code.

5.05 Mixed Use Village [VR-MUV]

Dimensional Standards for Areas within VR-MUV are designed to allow for a full range of types and mixes of products and uses, and to allow clustering of non-residential development thereby encouraging pedestrian-oriented development. The following dimensional standards shall apply to those portions of the Property designated VR-MUV on the Vandaveer Ranch Zone District Map:

5.05.1 Minimum lot area:

- None

5.05.2 Minimum lot width:

- Forty [40] feet (measured at the front building footprint)

5.05.3 Minimum setback requirements: No minimum setbacks from lot lines, so long as building code requirements regarding minimum separation between structures are met and required parking is provided off-street. Visitor parking may be provided on street. [Reference Streetscape cross-section in Section 8.5.4]

5.05.4 Maximum Impervious Surface: Eighty percent [80%]; all areas that are not impervious shall be landscaped.

5.05 Open Space/Parks and Recreation [VR-POS]

There are no dimensional requirements associated with this land use designation.

5.06 Table of Dimensional Standards

Dimensional Standard	Vandaveer Neighborhood	Transitional Residential	Mixed Use Village
Minimum Lot Area	3,000 sq ft per unit – residential 5,000 sq ft – non-residential	2,500 sq ft	None
Minimum Lot Width	30'	25'	40'
Minimum Setback	18' on one side, 5' on all other sides	None*	None*
Maximum Impervious Coverage	60%	80%	80%
Maximum Height - single family	35'	35'	35'
Maximum Height - multi-family, non-residential and mixed use	40', no more than 3 stories	40', no more than 3 stories	40', no more than 3 stories
Maximum Height - accessory buildings	25'	25'	25'

* No minimum setbacks from lot lines so long as building code requirements regarding minimum separation between structures are met and required parking is provided off-street

ARTICLE 6: SUBSTANTIVE LAND USE PROVISIONS

6.01 Lighting

The Project will utilize lighting techniques that minimize the impact of lighting on the night sky as provided for in Section 16-7-60 Illumination Standards of the City of Salida Land Use Code. In addition to said standards, the Project will also adhere to the following:

6.01.1 Neither the direct nor reflected light from any light source may create a traffic hazard to operators of motor vehicles on public roads, and no colored lights may be used in such a way as to be confused or construed as traffic control devices. Background spaces, such as parking lots and circulation drives, will be illuminated to be as unobtrusive as reasonably possible while meeting the functional needs of safe circulation and of protecting people and property.

6.01.2 The style of light standards and fixtures will be consistent with the style and character of the architecture proposed on the site. Poles (if other than wood) will be anodized or coated to minimize glare from the light source.

6.01.3 Light sources must minimize contrast with the light produced by surrounding uses, and must produce an unobtrusive degree of brightness in both illumination levels and color rendition. The light source must be a white or pale yellow color.

6.02 Development in Phases

It is anticipated that applications for Final Development Plans for various portions of the Property will be made from time to time as the development progresses. Materials to be submitted with each application for a Final Development Plan (traffic studies, drainage reports, etc.) shall only be required to address the impacts from the proposed development within such Final Development Plan, including any off-site impacts created as a direct result of such development. All applications for Final Development Plans shall be consistent with this Overall Development Plan, as it may be amended.

6.03 Postponed Submittals

The applicant has provided all submittal requirements as outlined in Article 2 with the exception of the following items. The applicant has worked with City staff regarding these items and the following determinations have been made:

- Ownership of additional parks or open space areas not included in Exhibit D will be determined at the time of Final Development Plan or subdivision approval.
- Phasing of development will be determined with each Final Development Plan application.
- Protective covenants which include further design guidelines and establish a design review committee will be considered at the time of Final Development Plan.
- A generalized drainage plan for the entire property will be required with the first Final Development Plan and site specific facilities and treatment and abatement of drainage will be required with each Final Development Plan.
- Detailed information regarding the projected demand for water and sewer services of that phase will be required for each Final Development Plan to ensure that adequate capacity to serve is still available.
- Trip generation studies will be required for each Final Development Plan. Consideration of any private roads will also be done at this stage.

6.04 Ownership and Maintenance of Roads

All roads shall be constructed according to Article IX of the City of Salida Land Use Code. Sidewalks shall follow the parkway; ramps; and curb return standards found in Section 16-9-20. Multi-purpose paths and trails shall be a minimum of eight [8] feet with ten [10] feet preferred.

6.06 Landscaping

The landscape preferences for the Vandaveer Ranch Project shall be predominantly native plants. All landscaping shall meet the requirements of 16-7-40 of the City of Salida Land Use Code.

ARTICLE 7: SPECIAL PROVISIONS TO CLUSTER DEVELOPMENTS

7.01 Purpose and Intent

The purpose and intent of this Section is to permit an administratively uncomplicated method to cluster residential development as a means to achieve imaginative, well-designed subdivisions that preserve Open Space, respect the physical qualities of the land and reduce overall development costs. More specifically, this development option is intended to permit clustered residential development, which will:

7.01.1 Allow for flexibility in design, site planning, and the allocation of density in exchange for increased preservation of Open Space to serve recreational, scenic and public service purposes, within the densities established by the Planning Areas and PD zone districts;

7.01.2 Promote more economically efficient subdivision layout by reducing street lengths, utility installations, and energy savings in street and utility line maintenance and garbage collection;

7.01.3 Encourage ingenuity in subdivision design to promote a variety of housing types;

7.01.4 Ensure that approval of clustered residential development is granted only if the subject parcel is large enough to make innovative and creative site planning possible;

7.01.5 Ensure that the applicants wishing to utilize the clustered residential development land planning option have the professional capability to produce a creative plan;

7.01.6 Ensure that the public interest in achieving goals stated in the Salida Comprehensive Plan will be better served by the clustered residential development provision and that the advantages to land owners afforded by the clustered residential development will be balanced by public benefits; and

7.01.7 Ensure that the Dwelling Units are concentrated on the most buildable portion of a parcel, so that natural drainage systems, Open Space, wildlife habitat, wetlands and other significant natural features that help control runoff and soil erosion are preserved.

7.02 Use and Density Requirements

Every clustered residential development will conform to overall density allocation within the Planning Area in which the Property is located and the uses set forth in the PD district.

7.03 Reduction in lot sizes

The size of all parcels may be reduced from the general lot size of the PD district, to a specific minimum lot size to allow for the clustering of Dwelling Units. All such lot reductions will be justified and compensated for by an equivalent amount of land in Open Space to be reserved as permanent Open Space and maintained for its scenic or recreational enjoyment or as wildlife habitat.

7.04 Dimensional Requirements; Modifications Allowed

7.04.1 Minimum Lot Area

The area of each lot within any subdivision may be reduced below the minimum lot size required by the PD zone district, provided that the total number of lots created within the subdivision is not more than what would have been allowed by applying the minimum lot size required by the PD district.

7.04.2 Setback Requirements

The minimum Setback requirements established by the PD district may be reduced, so long as at least one Setback has a minimum depth of eighteen [18] feet.

7.05 Eligibility Criteria

7.05.1 Land Area

A clustered residential development project will comprise at least four acres.

7.05.2 Clustered Residential Development Application Processed with Subdivision Plat. A request for clustered residential development will be processed and approved during the subdivision platting procedure.

7.06 Open Space

The amount of Open Space required for a clustered residential development will be equal to the amount that is equivalent to the total reduction in lot size for all lots in the development. Land reserved for Open Space will be preserved and maintained for scenic value, recreation or conservation uses, or to provide wildlife habitat. Any improvements will be consistent with such purposes. All Open Space resulting from the application of this clustered residential development provision will be protected by legal arrangements, reasonably satisfactory to the City, sufficient to assure its maintenance and preservation for the purpose intended. Covenants or other legal arrangements will specify the owner and maintenance responsibility which will be an owners association or Special District unless otherwise approved by the City.

ARTICLE 8: DEVELOPMENT AND DESIGN STANDARDS FOR THE VANDAVEER RANCH

8.01 Purpose and Intent

The purpose and intent of this Section is to set forth performance criteria that enhance and protect the environmental, geographic, historic, and visual qualities of the Vandaveer Ranch. The Standards are intended to promote the general health, safety, and welfare of the area by encouraging environmentally sensitive development. The Vandaveer Ranch presents a significant opportunity for development that reflects the unique characteristics of the area and protects and preserves environmentally sensitive areas. This Section first describes site development and design standards for each of the identified PD sub areas. More specific design guidelines as required by the City of Salida's Planned Development District will be forthcoming at the time of Final Development Plan submittal for each phase of development. [Refer to Section 2.12]

Following these subarea standards, there are overall standards and guidelines that address how different subareas which may be developed by different developers and builders should create transitions and unifying streetscape elements that ensure that the entire Vandaveer Ranch is perceived as a unified development.

Site plans, building form, landscape elements, street design and signs should be harmonious and result in projects that promote the following objectives:

8.01.1 The provision of necessary commercial, recreational and educational facilities conveniently located to housing to reduce the necessity and length of automobile trips;

8.01.2 The provision of well located, clean, safe and pleasant industrial sites involving a minimum impact on transportation facilities and adjacent uses;

8.01.3 The encouragement of innovations in residential, commercial, and limited industrial development and renewal so that the growing demands of the population may be met by greater variety in type, design, and lay-out of buildings and by the conservation and more efficient use of open space ancillary to said buildings;

8.01.4 A better distribution of induced traffic on the streets and highways;

- 8.01.5** Conservation of the value of the land;
- 8.01.6** Preservation of the site's natural characteristics and significant environmental resources;
- 8.01.7** Allows innovative housing choices within predominately single-family neighborhoods;
- 8.01.8** Provision of a range of housing types and price levels to accommodate diverse ages and incomes;
- 8.01.9** Promotion of the use of bicycles and walking as effective modes of transportation; and
- 8.01.10** Reduction of energy consumption and demand.

8.02 Vandaveer Neighborhood District: Development and Design Standards

8.02.1 Development must be located with the existing topography in mind and shall minimize disruption to existing terrain, vegetation, drainage patterns, natural slopes and any other distinctive natural features.

8.02.2 The design and siting of all structures shall protect and preserve wetlands and riparian areas, critical wildlife habitats, natural features and landmarks and shall minimize the visual impact from Highways 50 and CR 107.

8.02.3 Home-based businesses shall only receive delivery of supplies between the hours of 8:00 a.m. and 6:00 p.m.

8.02.4 All structures shall be set back a minimum of two hundred and fifty [250] feet from the edge of the stream channel.

8.02.5 All development shall be designed so that for the given location, egress points, grading and other elements of the development could not be reasonably altered to:

- Reduce the number of access points onto a collector or local street.
- Minimize adverse impacts on any existing or planned residential uses.
- Improve pedestrian or vehicle safety within the site and exiting from it.
- Reduce the visual intrusion of parking areas, screened storage areas and similar accessory areas and structures.

8.02.6 All development shall respect and complement existing development on abutting sites. This shall include:

- Provision for consolidating access points with abutting properties through joint access easements or other negotiated means;
- Provision for making sidewalks, trails and paths contiguous with abutting properties;
- Compatible building massing and scale

8.02.7 A variety of housing styles is strongly encouraged; therefore, model type shall vary. No two houses adjacent to one another shall have the same profile, roofline, and architectural features.

8.02.8 Linear width of garage doors shall not exceed forty [40] percent of the linear width of a building's principal façade when the garage doors are part of the principal façade facing a street. If the garage is flush with the front façade, a covered porch or eave shall be extended forward from the front wall of the house at least six feet. Side-loaded and detached garages located behind the primary structure are encouraged.

8.02.9 Orient buildings to take best advantage of solar access.

8.03 Transitional Residential District: Development and Design Standards

8.03.1 Development must be located with the existing topography in mind and shall minimize disruption to existing terrain, vegetation, drainage patterns, natural slopes and any other distinctive natural features.

8.03.2 The design and siting of all structures shall protect and preserve wetlands and riparian areas, critical wildlife habitats, natural features and landmarks and shall minimize the visual impact from Highways 50.

8.03.3 Home-based businesses shall only receive delivery of supplies between the hours of 8:00 a.m. and 6:00 p.m.

8.03.4 All structures shall be set back a minimum of 250 feet from the edge of the stream channel.

8.03.5 All development shall be designed so that for the given location, egress points, grading and other elements of the development could not be reasonably altered to:

- Reduce the number of access points onto an arterial collector or local street.
- Minimize adverse impacts on any existing or planned residential uses.
- Improve pedestrian or vehicle safety within the site and exiting from it.
- Reduce the visual intrusion of parking areas, screened storage areas and similar accessory areas and structures.

8.03.6 Orient buildings to take best advantage and solar access.

8.03.7 Linear width of garage doors shall not exceed forty [40] percent of the linear width of a building's principal façade when the garage doors are part of the principal façade facing a street. If the garage is flush with the front façade, a covered porch or eave shall be extended forward from the front wall of the house at least six [6] feet. Side-loaded and detached garages located behind the house are encouraged.

8.03.8 Parking lots shall be located to the side or rear of any structure.

- Avoid locating parking between the front setback and the street or open space.
- Improve the efficiency of parking areas by encouraging multiple uses to share parking spaces, curb cuts and circulation drives.
- Consider the comfort, compatibility with the overall site design, convenience and safety of pedestrians and bicyclists in parking lot design.

8.03.9 All development shall respect and complement existing development on abutting sites. This shall include:

- Provision for consolidating access points with abutting properties through joint access easements or other negotiated means;
- Provision for making sidewalks contiguous with abutting properties;
- Compatible building massing and scale

8.03.10 In order to create useable private open spaces for residences in this area, front yards shall be used for outdoor patio space or for a landscaped buffer space. It shall not be used for the outdoor storage of anything other than patio/porch furniture.

8.03.11 Development in the Transitional Residential District, including buildings, walls and fences shall be so sited to:

- Complement existing development in scale and location.
- Provide sidewalks as specified in the Section 6.4 or an off road system of pedestrian and bicycle trails of greater than five (5) feet in width.
- Create pocket parks or green spaces that are accessible to the public and at a minimum provide seating and landscaping.

8.03.12 Primary building entrances should be oriented towards streets, parks or pedestrian ways. Any multi-story building should have one clearly identifiable "front door".

8.04 Mixed Use Village District: Development and Design Standards

8.04.1 Development must be located with the existing topography in mind and shall minimize disruption to existing terrain, vegetation, drainage patterns, natural slopes and any other distinctive natural features.

8.04.2 The design and siting of all structures shall protect and preserve wetlands and riparian areas, critical wildlife habitats, natural features and landmarks and shall minimize the visual impact from Highways 50.

8.04.3 Arrange residential, employment, retail, service and open space uses to be convenient to and compatible with each other.

8.04.4 Orient buildings and entrances to the street and/or public open spaces in order to create a defined street space and strong visual character.

8.04.5 All development including buildings, walls and fences shall be so sited to:

- Complement existing development within one hundred feet (100') of the site in scale and location.
- Provide sidewalks at least five feet (5') in width; and
- Create pocket parks or green spaces that are accessible to the public and at a minimum provide seating and landscaping.

8.04.6 New development shall minimize unused or unusable public or private areas in the side or rear yards.

8.04.7 Parking and loading areas for commercial and office uses must be paved and screened from view of any adjacent residential properties or public parks or public trail systems. In addition, loading and unloading facilities shall be located in the rear of buildings and shall be screened from public view.

8.04.8 In general, parking lots shall be located at the side or rear of the buildings. Avoid locating parking between a buildings frontage and the street or open space except where the size of the use/building or the size of the parking lot makes this infeasible. No parking lots shall be located between structures facing Highway 50.

8.04.9 All development including buildings, walls and fences shall:

- Complement existing development within one-hundred feet (100') in scale and location;
- Provide an adequate system of sidewalks or an off-street system of pedestrian and bicycle paths greater;
- Provide pocket parks, plazas, or green spaces that at a minimum provide seating and landscaping.

8.04.10 Ensure exterior walls are designed on a pedestrian scale by:

- Fragmenting them into smaller or multiple structures;
- Providing mature landscaping and manipulating the land form;
- Placing wall texture at eye-level;
- Clustering of small scale elements such as planter walls around the primary structure.
- Ensure that ground floor uses are oriented toward the pedestrian with storefronts that open onto the sidewalk as well as other pedestrian oriented spaces,
- Provide either a building or a landscaped area at least ten (10) feet wide containing dense planting between the front property line of any use and an outdoor parking or service area.
- Minimize the visual impact of service areas, refuse storage and mechanical/electrical equipment on streets, open space and adjoining development. Storage and refuse containers must be screened with impervious fencing or plantings.

8.04.11 Entrances to buildings shall be designed to ensure smooth and safe pedestrian circulation, and ease of snow removal.

8.04.12 Buildings will be designed so as to minimize snow shedding and runoff onto pedestrian areas and public ways.

8.04.13 Driveways crossing sidewalks on arterial streets may serve parking and loading only, but may not serve any drive-in, drive-through or auto service facility.

8.04.14 The ground floor of building frontages shall be primarily occupied by active commercial or institutional uses.

8.04.15 Buildings shall orient facades and main entries toward the street, toward a plaza or pedestrian way that leads directly to a street.

8.04.16 All auto-oriented uses shall provide a distinct edge to separate the impacts of the automobile from nearby residential and office uses. Each development shall include acceptable edge treatments. Representative examples include but are not limited to: back buffer landscaping, the screening of trash and loading facilities, and the introduction of alleyways, streets or pedestrian walkways. Facility entrance drives shall be readily observable to the first time visitor;

8.04.17 All development shall provide at least three or more of the following design features as a condition of development approval:

- Public or private outdoor seating areas
- Useable public spaces located in sunny places
- Pathways to civic uses and amenities
- Primary structure built to the sidewalk so as to create a reasonably continuous building edge that adds to the intensity and activity of this mixed-use subarea
- Inviting street level storefront that is oriented toward pedestrians and provides visually interesting forms or displays for the pedestrian ; and/or
- Parking placed totally behind the primary structure, below grade, in a parking structure, or limit parking to one side of the building. In larger mixed- use projects, consider placing the parking within the interior of the project.

8.04.18 Subsequent new construction shall be of comparable quality and compatible design to that approved in the initial final development plan filed in the district.

8.05 Vandaveer Ranch Overall Development and Design Standards to ensure compatibility between different developments.

8.05.1 Gateways:

- Vandaveer Ranch presents an opportunity to create an important defined gateway to the City of Salida along Highway 50 on the southern edge of the community. As part of the development of the Vandaveer Ranch, two way-finding monuments that point the traveling public to downtown Salida shall be developed along property abutting Highway 50. The first large monument is to be placed at the southern entrance to the Salida at the intersection proposed in the Overall Development Plan, and a smaller version of the monument shall be placed at the river crossing along Highway 50.
- To define the passage from one subarea to another, particularly from the predominantly residential neighborhoods to commercial areas, buildings or streetscape elements shall create a clear entry into the development at the main vehicular access points to the development. The use of coordinated architectural, landscape and lighting elements should be used at gateway opportunities between subareas or neighborhoods.
- Gateway elements should be primarily architectural elements and not signs, although graphic elements are allowed.
- All buildings elevations that face Highway 50 shall include architectural features and patterns since this corridor serves as the entryway into Salida [See specific standards for this subarea.]
- No fence, freestanding wall or berm located within 50 feet of Highway 50 shall exceed four [4] feet in height above grade except for screening required by State, or Federal law or by City ordinance.
- Landscaping shall be installed and maintained to a minimum depth of fifteen [15] feet along seventy percent [70%] of all property fronting on Highway 50.

8.05.2 Transportation System/Vehicular Access:

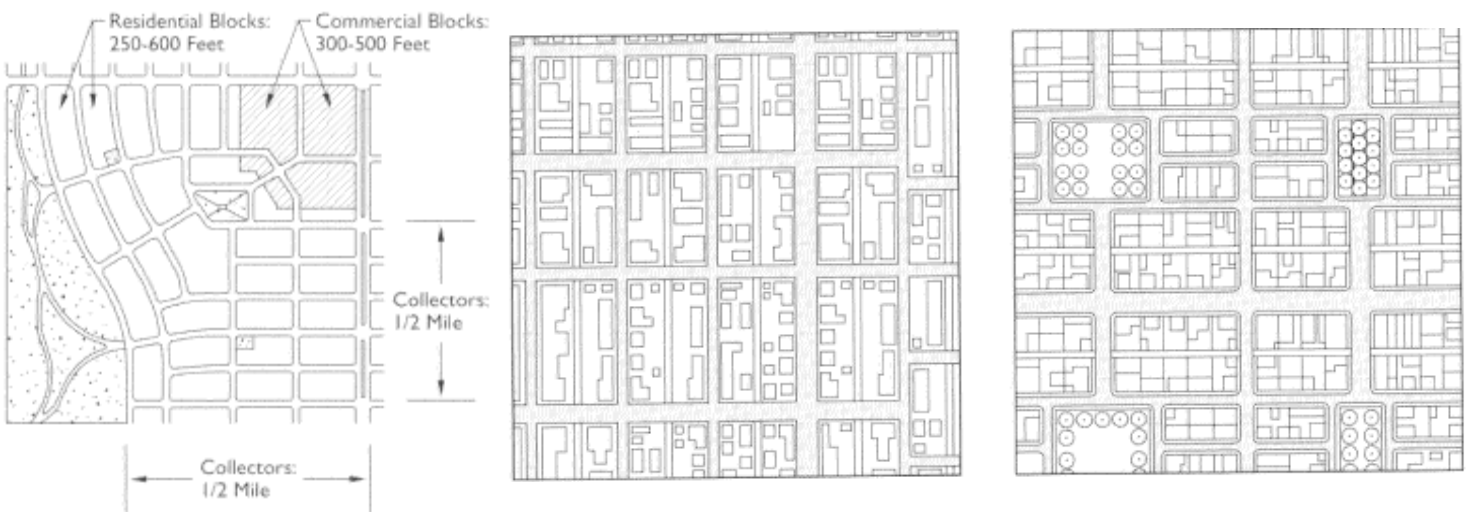
- All subdivisions within the Vandaveer Ranch shall provide an adaptable and interconnected transportation system that encourages alternate modes of transportation, disperses traffic, and provides streets that accommodate multiple modes of transportation including motor vehicles, bicycles, and pedestrians.
- Safe and efficient movement of vehicles, pedestrians and bicyclists is an important attribute of the Vandaveer Ranch. Uninterrupted pedestrian ways shall be maximized in order to improve or support the subarea as a walkable neighborhood.
- The width of driveways and curb cuts shall be minimized to reduce the overall impact of vehicular access across a planned pedestrian path or trail.
- Sharing of vehicle entries between two adjacent lots is strongly encouraged.
- Ensure all subareas have included a clearly defined connection to the regional trail system.

8.05.3 Transition between Subareas

- Arrange residential, employment, retail, service and open space uses to be convenient to and compatible with each other.
- Minimize the impacts of lighting on all predominately residential areas.
- Develop an identity for each neighborhood that reinforces the overall quality and character of the Vandaveer Ranch.
- Utilize the streetscape as a means to create cohesion between different developments.
- All buildings within the Vandaveer Ranch shall include buildings that break the building down into smaller forms and elements to maintain a neighborhood feel.

8.05.4 Street and Streetscape Design

- Streets should be designed equitably for pedestrians, bicycles and vehicles with pedestrian comfort as a primary concern.
- The street network shall form a generally connected pattern, with a minimum of cul-de-sacs. Rectangular grids shall be varied with boulevards, diagonal streets, curving crescents, eyebrows, ovals and courts providing visual interest.



Examples of preferred street network

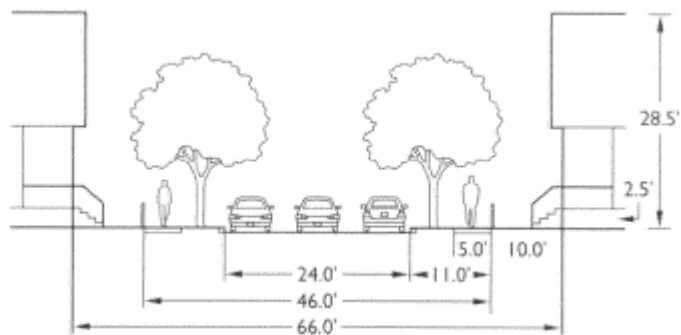


Curvilinear & Irregular street network – not preferred

- Alleys and driveways that serve multiple properties are encouraged to increase pedestrian comfort by reducing curb cuts and driveways and eliminating garage door dominance of the streetscape.
- Street widths shall be appropriate for the street type (i.e. local, collector, arterial) and shall conform to the dimensional standards of Article IX of the Land Use Code. Exception from these standards may be considered if the new design is found to further the goals of this Plan and satisfy all safety and maintenance concerns. The following are examples of local streets that may be compatible within the Vandaveer Ranch depending on the specific context including parking configuration, building use, degree/type of nonmotorist activity, truck traffic percentage, Americans with Disabilities Act (ADA) requirements and location within the urban fabric:

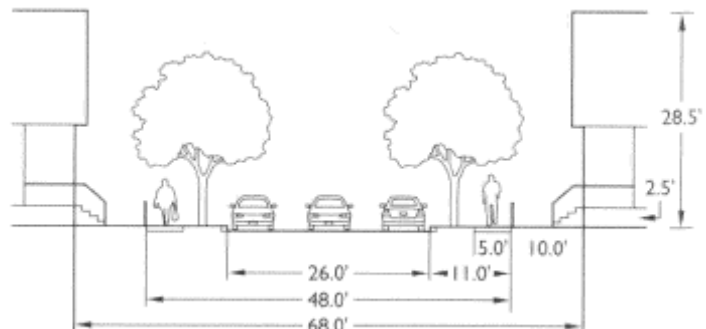
Edge Yield Street

This street type belongs on short blocks and between the edge and center of a neighborhood. Average daily trips (ADT) should not be more than 250 vehicles per day. Single-family detached building types should predominate.



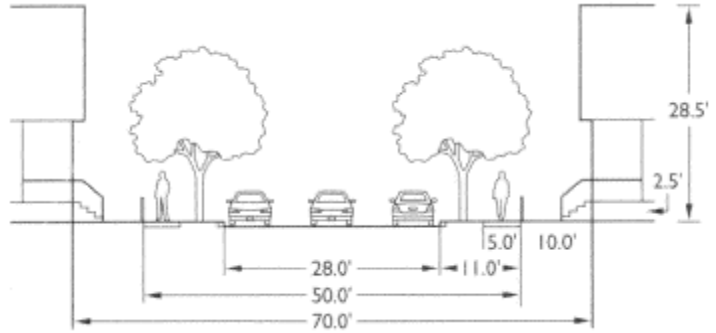
Residential Street

This is a typical residential street. Parking density must be evaluated to accommodate emergency vehicle access and operation.



Yield Street

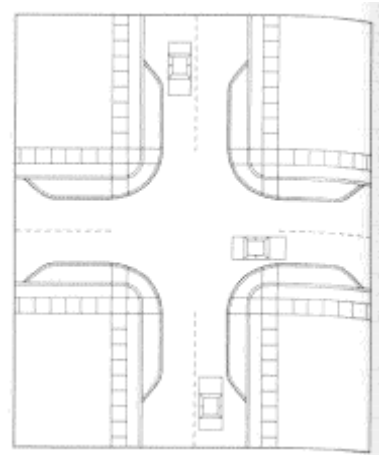
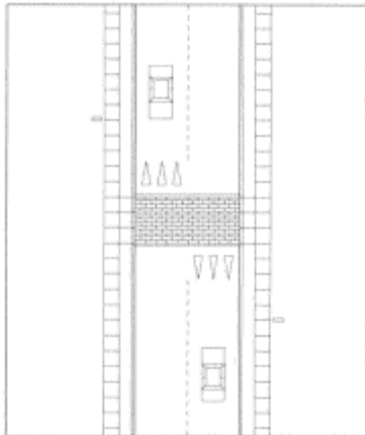
Detached residential and attached residential and mixed-use buildings front this street type, though the character of the street is still predominantly residential. Sidewalks generally are detached (5-foot minimum), but in areas of higher density the sidewalks can be attached and at least 10 feet wide. A retail condition may require 12- to 15-foot wide sidewalks.



- The streetscape within the Vandaveer Ranch should generally include a travel lane(s), parking lane, adequate space for street trees and detached sidewalk that separate pedestrian paths from traveled rights of way.
- Differentiate between sidewalks, crosswalks, and hardscaped areas such as plazas by utilizing different pavement patterns, colors and materials.
- Utilize techniques such as reduced crossing widths and textured surfaces to calm traffic and facilitate pedestrian crossing.

Neckdowns

Neckdowns are curb extensions at intersections used to reduce the roadway width. They are also called bulbouts, curb extensions, or intersection narrowings.



Raised and Textured Crosswalks

Raised crosswalks are speed humps with flat tops marked for pedestrian crossings. They bring the street up to the sidewalk level, increasing pedestrian visibility and safety. Textured surfaces draw attention to pedestrian crossings.

Graphics used in this section are examples taken from [Planning and Urban Design Standards](#), American Planning Association, published by John Wiley and Sons, 2006.

ARTICLE 9.0: GENERAL PROVISIONS

9.01 Recording

The City will record this Overall Development Plan with the appropriate graphic documents in the office of Chaffee County Clerk and Recorder. The Applicant will pay all recording costs.

9.02 Assignment

Developer may transfer any of the duties, obligations, burdens, benefits or rights set forth herein, to any person or entity, including but not limited to an Owner's Association. The liabilities and obligations of a transferee of Developer under this Agreement will extend only to liabilities and obligations that relate to the specific property identified in the transfer instrument and will not impose any liabilities or obligations relating to other portions of the Project. All such persons and entities will be deemed to have had actual and constructive notice of the provisions of this Agreement. Likewise, as the result of transfer by Developer, it will be relieved of the liabilities and obligations relating solely to the specific site described in the transfer instrument that have no effect or impact, either direct or indirect, on any of the other portions of the Project.

9.03 Vested Property Rights

This Overall Development Plan is a site specific development plan for the purposes of developing the Project. Approval of this Overall Development Plan creates a vested property right pursuant to Section 16-13-110 of the Salida Municipal Code and Article 68 of Title 24, C.R.S as amended.

9.04 Severability

If any provision of this Plan is declared to be unenforceable by a Court of competent jurisdiction, the remaining provisions will remain in full force and effect and the Court will construe the Plan to reflect the intent of the Parties to the maximum extent permitted by law.

9.05 Venue

Venue for any litigation will be solely in the County or District Court in and for the County of Chaffee and State of Colorado.

9.06 Integration

This Plan, in conjunction with the site plan drawings, represents the full and complete Planned Development District Plan.

9.07 Grammar; Construction

Unless the context requires otherwise, the use of the singular will include the plural, the disjunctive will include the conjunctive, and *vice versa*, and the use of any gender will include all genders. The various headings, captions and titles are for convenience only. In the interpretation or construction of this Contract they will be given no effect unless the context requires otherwise.

9.08 Notices

Notices will be in writing and will be mailed to the other party, postage prepaid, at the party's address set forth herein. If a fax number is provided any notice may be transmitted to same and will be deemed given on the date of transmission. Any mailed notice will be deemed given five days after mailing. Any address or number provided herein may be changed by notice in writing to the other party.

City of Salida
c/o City Administrator
P.O. Box 45
Salida, CO 81201
Phone (719) 539-4555
Fax (719) 539-5271

9.09 Attorney's Fees

In the event of any litigation arising between the City and Developer regarding the terms of this Plan, the prevailing party will be entitled to collect all costs, including reasonable attorney's fees.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Salida:

1. This Planned Development District Plan for the real property described in Article 2 and referred to as the Vandaveer Ranch is hereby approved and the Planned Development District designation is granted.
2. This Plan will constitute a new zone district. The portion of the Official Zoning Map of the City of Salida is hereby amended accordingly.
3. The City Clerk will record the pertinent site plan drawings for the Planned Development Overall Development Plan with the Chaffee County Clerk and Recorder. All recording costs are to be paid by the Applicant. Copies of all records will also be kept in the City Hall.
4. Upon filing and recording of the Planned Development District Plans, the terms and provisions of the approved Plan incorporated therein will govern and control the use and development of the Project.
5. The Developer will execute this Planned Development District Plan for the Vandaveer Ranch and will pay such fees as are required by the City of Salida Land Use Code.

ARTICLE 10: PINTO BARN PARCEL STANDARDS

Notwithstanding the foregoing standards and use restrictions for Vandaveer Ranch Zone Districts, the following standards shall apply to the Pinto Barn Parcel, a parcel of land within Vandaveer Ranch VPA 4, Mixed Use Village. Each phase of development of the Pinto Barn Parcel shall be subject to approval of a final development plan by the City that complies with the standards and use restrictions set forth below. To the extent that the provisions of this Article 10 do not expressly amend the standards and use restrictions established elsewhere in this Overall Development Plan, all such standards and uses shall remain in full force and effect and apply directly to development of the Pinto Barn Parcel.

10.01 Pinto Barn Parcel Accessory Uses

Notwithstanding the provisions of Article IV of this Overall Development Plan, the following uses shall be Accessory Uses Permitted by Right within the Pinto Barn Parcel:

- Dormitories with common dining facilities
- Multi-family buildings that are ancillary to and affiliated in ownership with education or employment centers within the Pinto Barn parcel
- Single-family residences that are ancillary to and affiliated in ownership with education or employment centers within the Pinto Barn parcel

10.02 Pinto Barn Parcel Parking Requirements

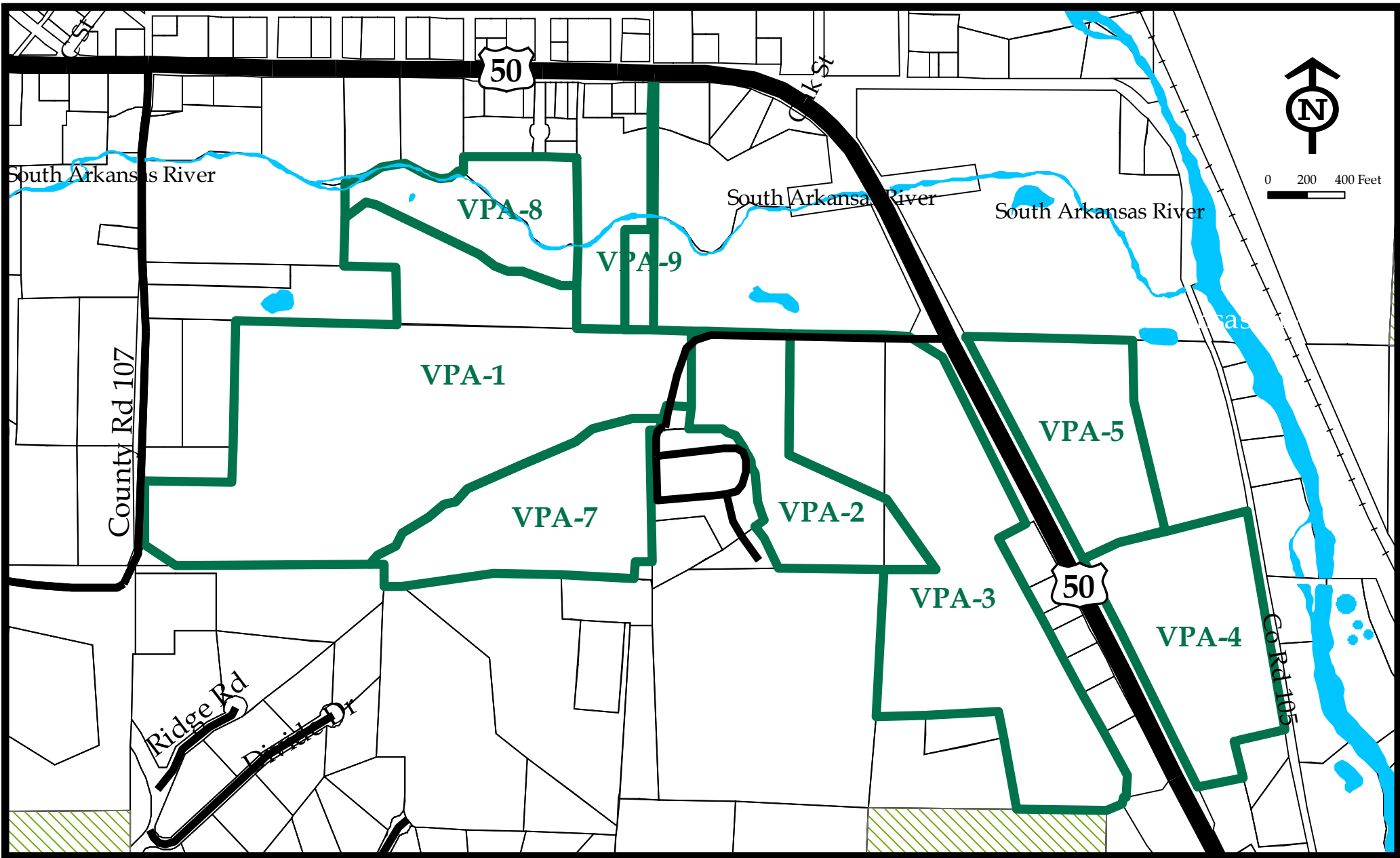
10.02.1 Within the Pinto Barn Parcel, on-street parallel parking spaces may be used to satisfy up to fifty percent (50%) of the total parking requirements for each phase of development of the Parcel; provided,

however, that such on-street parking spaces shall count towards no more than fifty percent (50%) of the total parking requirement associated with the final development plan for each phase.

10.02.2 Loading and unloading facilities within the Pinto Barn Parcel may be located directly off a dedicated street as long as the facilities are not visible from Highway 50.


10.02.3 One parking space will be required for each 1,000 square feet of light industrial use within the Pinto Barn parcel.

10.02.4 Except as provided herein, parking within the Pinto Barn Parcel shall comply with Salida Municipal Code standards.

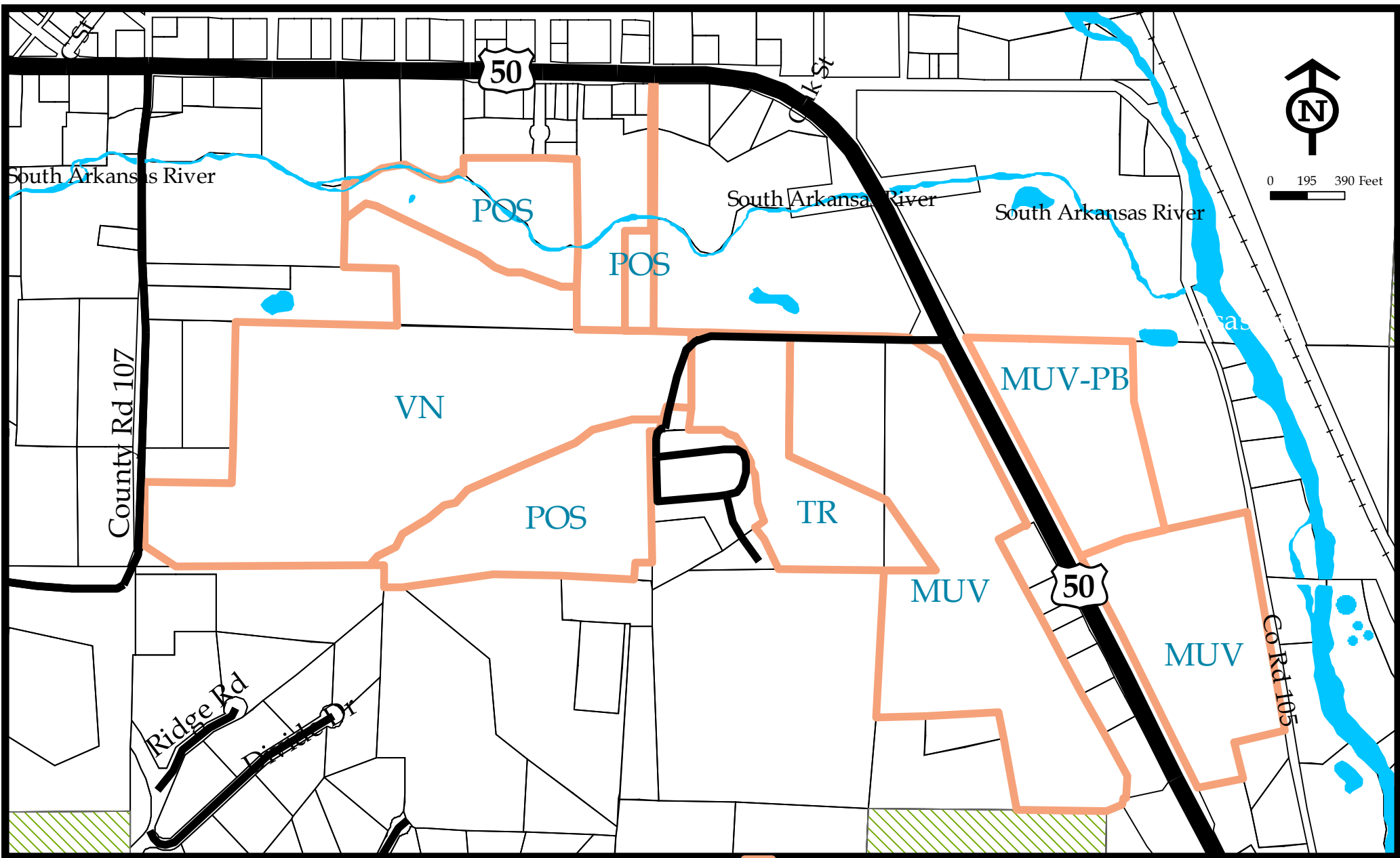


Vandaveer Ranch Planned Development District
 2011 Amendment to the Overall Development Plan
 City of Salida, Colorado

Exhibit A
Entitlements Map

 Planning Areas

September 2011

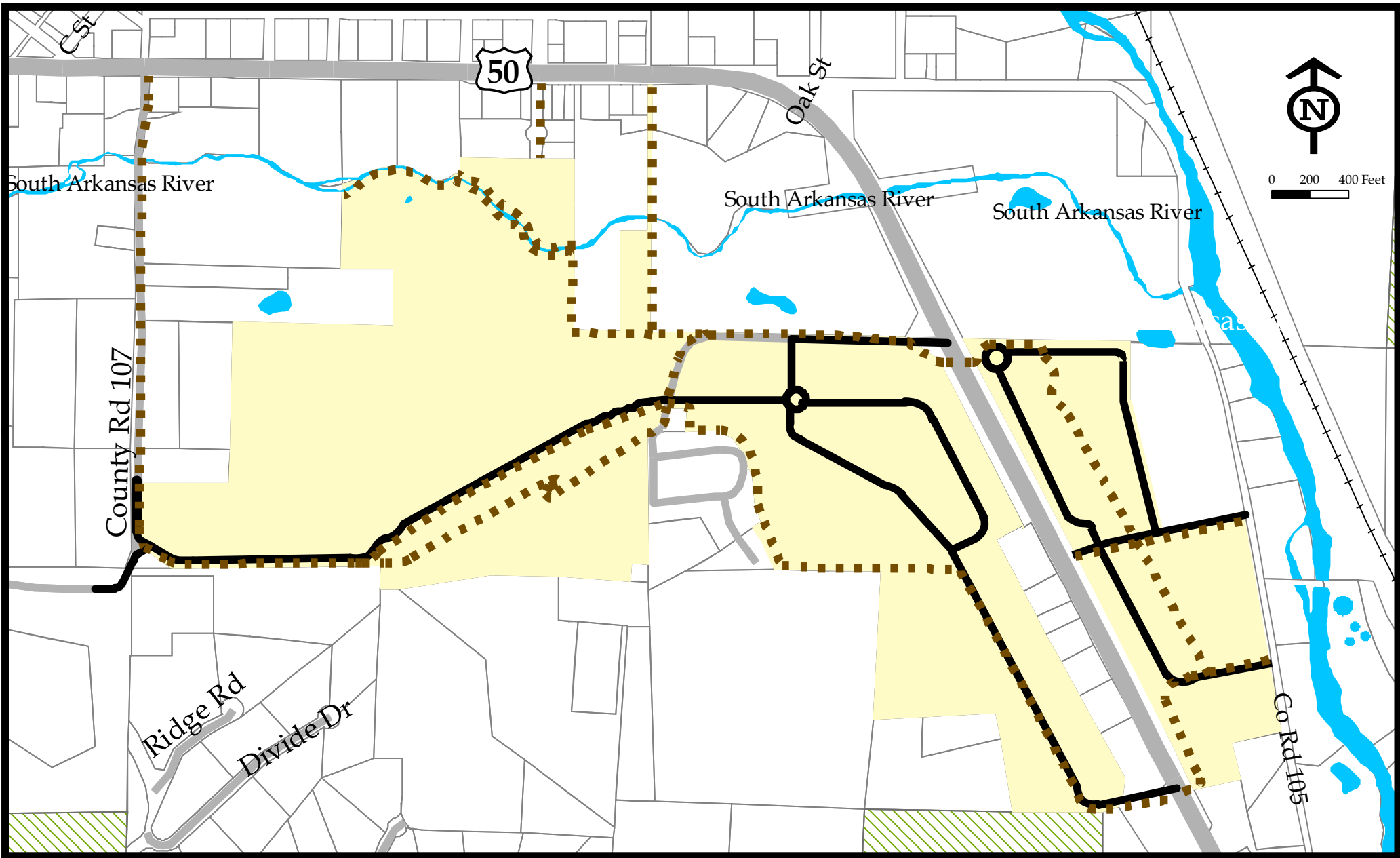


Vandaveer Ranch Planned Development District
 2011 Amendment to the Overall Development Plan
 City of Salida, Colorado

Exhibit B Zone Districts Map

- MUV Mixed Use Village
- MUV-PB Pinto Parrn
- POS Parks/Open Space
- TR Transitional Residential
- VN Vandaveer Neighborhood

September 2011

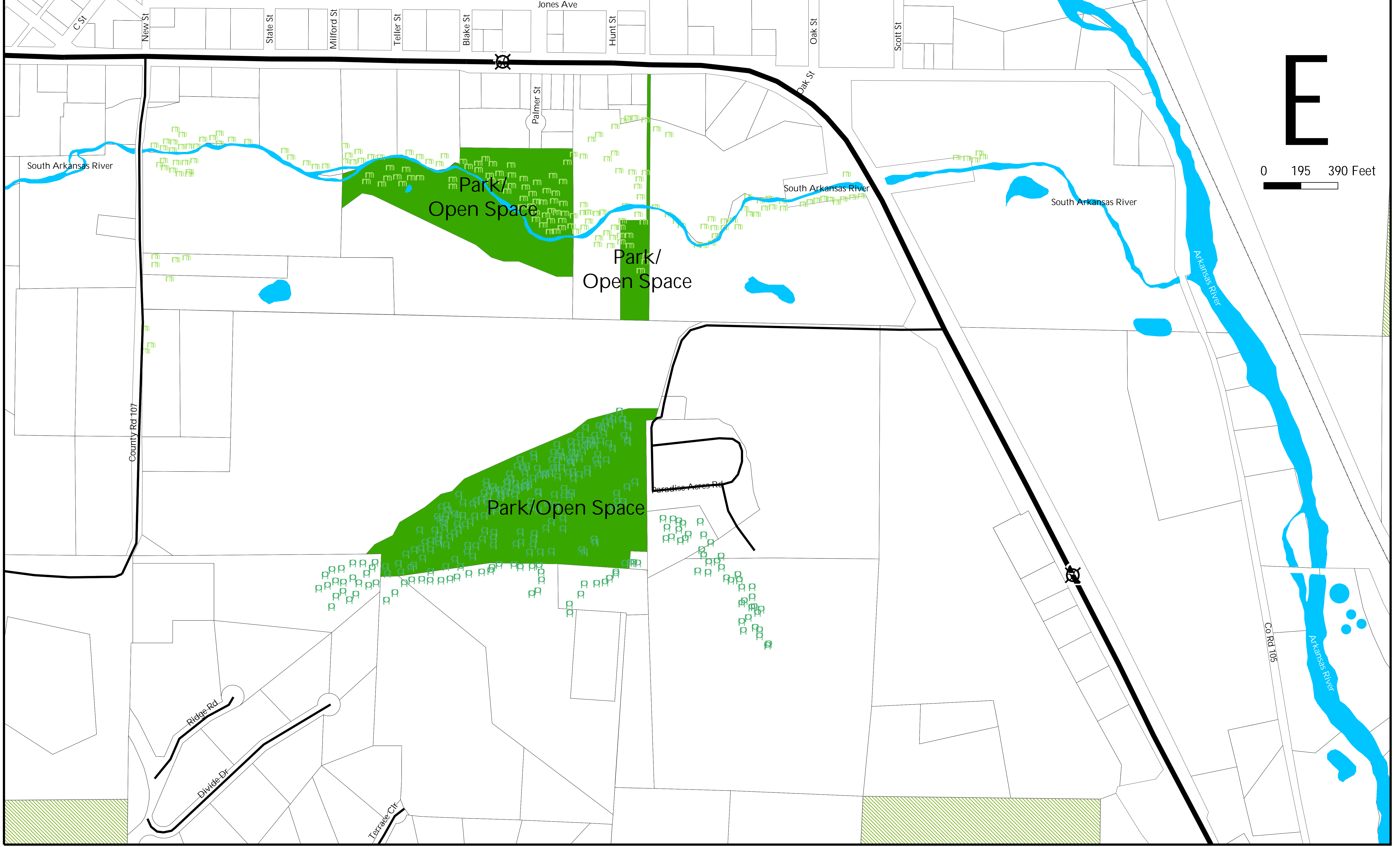


Vandaveer Ranch Planned Development District
 2011 Amendment to the Overall Development Plan
 City of Salida, Colorado

Exhibit C Circulation Map

- Proposed Non-Motorized Trails
- Major Roadway Connections

October 2011



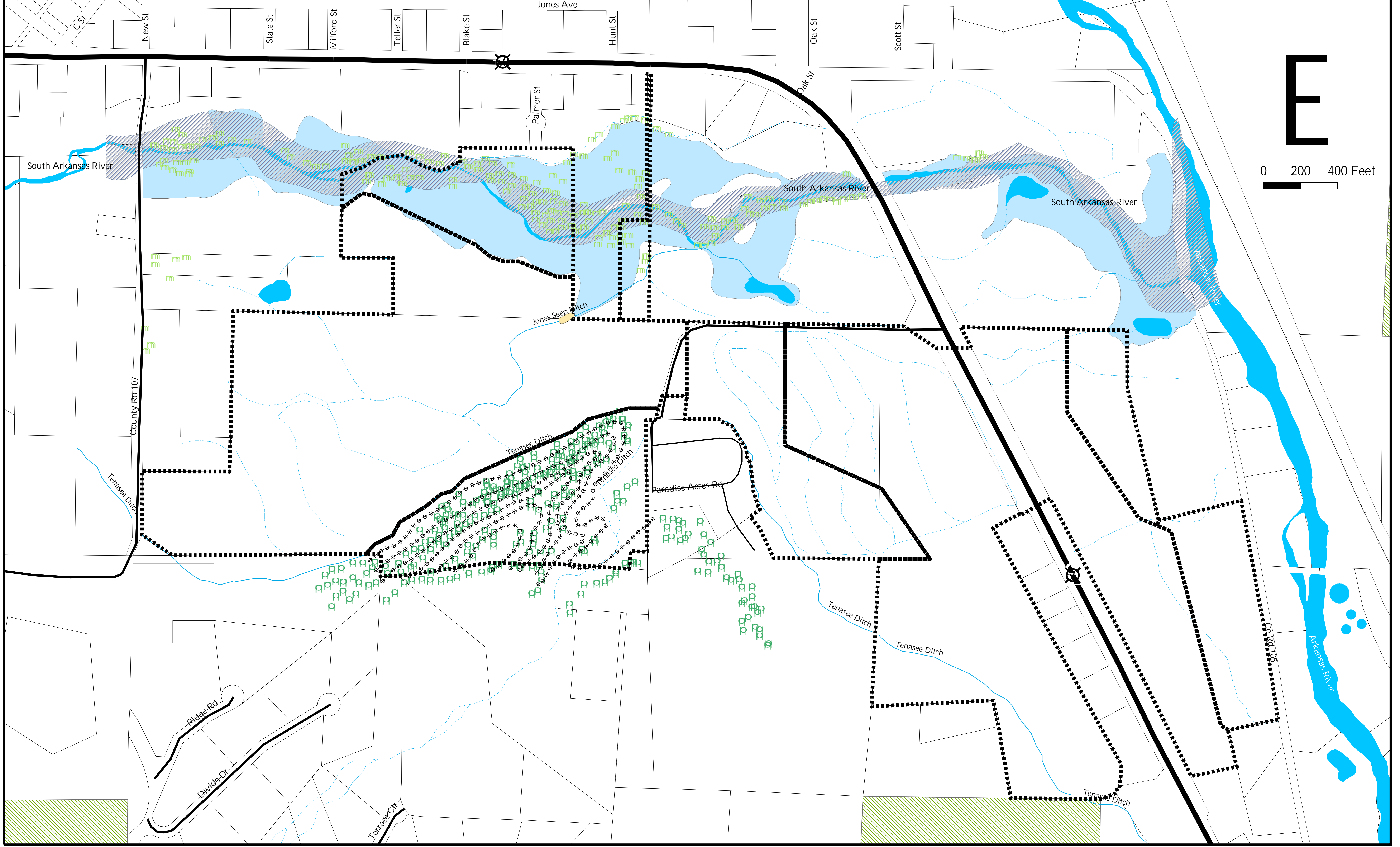
Vandaveer Ranch Planned Development District
 Overall Development Plan
 City of Salida, Colorado

Exhibit D Open Space and Parks Map

- Tree Type
- p Coniferous
 - m Deciduous



November 30, 2006



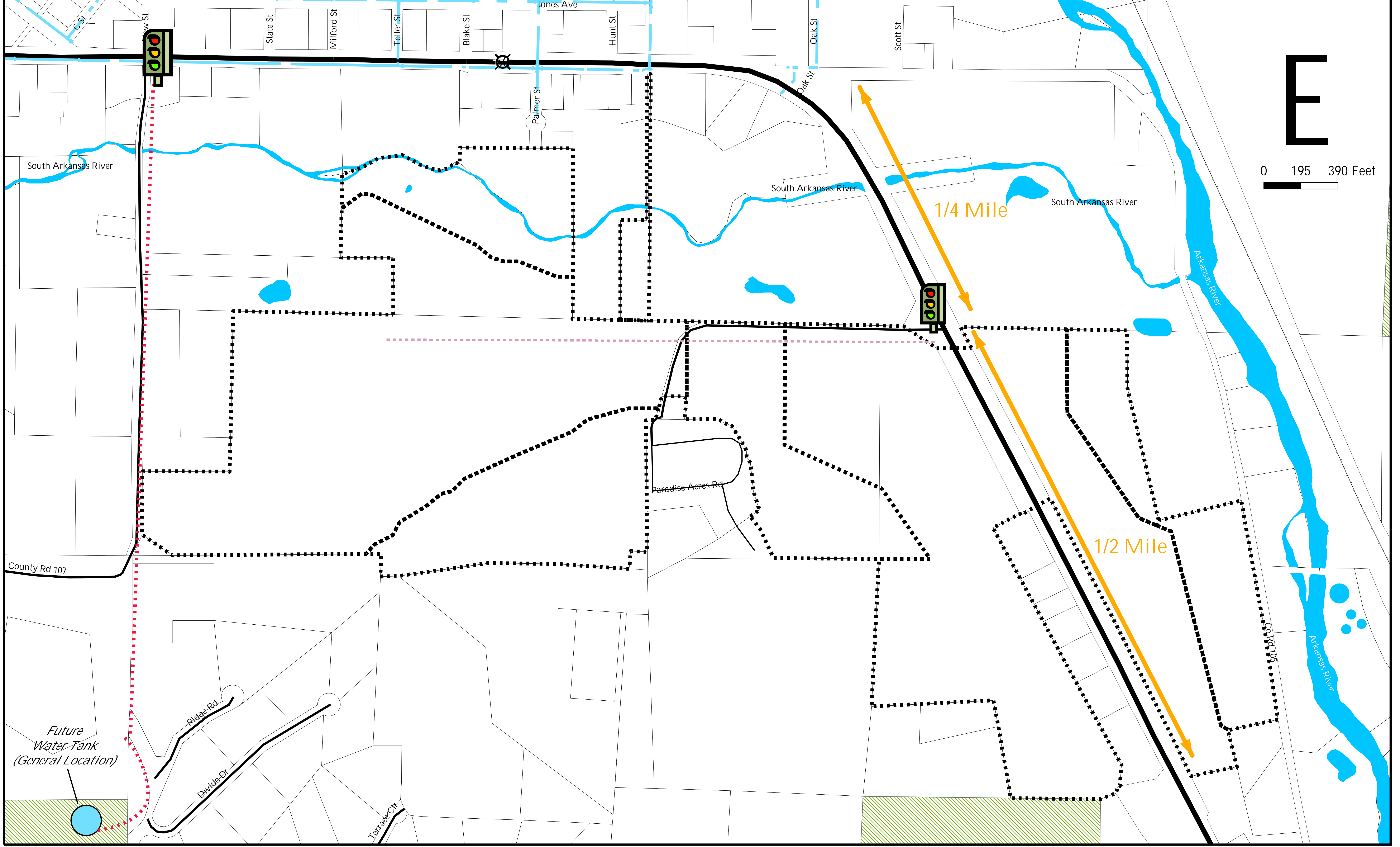
Vandaveer Ranch Planned Development District
 Overall Development Plan
 City of Salida, Colorado

Exhibit E Environmental & Physiographic Map

- Major Ditches
- Minor Ditches
- 100 Year Flood Boundary
- Wet Alluvial Land
- Areas of Steep Slopes
- Wet Areas - UA Army Corp Field Identification

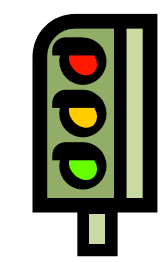


November 30, 2006



Vandaveer Ranch Planned Development District
 Overall Development Plan
 City of Salida, Colorado

Exhibit F Utilities Map



Proposed Signalized Intersection



Existing Water Lines



Proposed Water Line



Proposed Sanitary Sewer Line



November 30, 2006

Application Materials



**Amendment to a Planned Development
Overlay**

448 East First Street, Suite 112
Salida, CO 81201

Phone: 719-539-4555 Fax: 719-539-5271

Email: planning@cityofsalida.com

Applicant Information

Name of Applicant: City of Salida

Mailing Address: 448 E 1st St, Suite 112, Salida CO 81201

Telephone Number: 719-530-2625

Email Address: _____

A. Owner Information (if different from the applicant)

Name of Owner: _____

Mailing Address: _____

Telephone Number: _____

Email Address: _____

B. Site Data

Name of Development: South Ark Neighborhood PD

Street Address: 1 South Ark Drive

Parcel number: 380708100035

I certify that I have read the application form and that the information and exhibits herewith submitted are true and correct to the best of my knowledge.

Signature of applicant/agent _____ Date _____

Signature of property owner Christy Boen _____ Date 2/4/26



D. DEVELOPMENT PROCESS (City Code Section 16-8-40)

Please indicate which type of amendment you are applying for below (See 16-8-40(f)4 for thresholds;

- Substantial Amendment to an existing Planned Development
- Minor Amendment to an existing Planned Development

D. DEVELOPMENT PROCESS (City Code Section 16-8-40)

1. Pre-Application Conference. Required for Substantial Amendment. Optional for Minor Amendment.
2. Submit Application
3. Staff Review
4. Public Notice (Substantial Amendment only)
5. Public Hearing with Planning Commission (Substantial Amendment only)
6. Public Notice (Substantial Amendment only)
7. Public Hearing with City Council (Substantial Amendment only)

F. APPLICATION CONTENTS (City Code Section 16-8-40(b))

- 1. Amendment to a Planned Development Overlay Application**
- 2. Resubmittal of any recorded Planned Development documents that will change as a result of the Amendment.** Planned Development Overlay narrative and/or Planned Development Plan with any changes from the original submittal clearly identified (i.e. redlined.) Include any relevant dimensional standards or development standards that will be changed.
- 3. Public Notice Materials (For Substantial Amendment only)**
 - a. Postage Paid Envelopes. A list will be provided by staff to the applicant 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. 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. Staff will provide the notice, stuff, and send envelopes.
 - b. Staff will provide the notice to be posted on site by the applicant. Applicant is responsible for picking up and posting the notice on the property. The notice shall be visible from the closest right-of-way. Applicant is also responsible for submitting photo evidence of posting the public notice a minimum of 15 days prior to the public hearing.
- 4. Written Statement.** Describe all changes from the original submittal and how the application continues to meet the general approval criteria 16-8-30(f)(4) and the approval criteria for Rezoning 16-8-40(a)(3)e.2.a. as well as the specific Rezoning to a Planned Development Criteria, 16-8-40(e)(2)(a).
- 5. Other Information.** Staff may request additional information as deemed necessary to evaluate the impacts of the application such as updated construction schedule, phasing information, Drainage Study/Plan, Traffic Impact Study, Grading Plan (If required by Public Works Director)
- 6. Application Fee** (Per Fee Schedule, cash or check made out to City of Salida)
- 7. Special Fee and Cost Reimbursement Agreement completed (For Substantial Amendment only).**



February 4, 2026

City of Salida
448 E 1st St, Ste 112
Salida, CO 81201

Narrative: Substantial Modification to the South Ark Neighborhood Planned Development

On behalf of the City of Salida,

City staff, in collaboration with the South Ark Owner's Representative, Civistruct Strategy + Development, has submitted a request for the substantial modification to the South Ark Neighborhood Planned Development. Proposed changes are solely within the Planned Development Narrative, and a redlined version of the original Ordinance 2023-16 has been provided as a part of the application materials.

The proposed amendments generally include updates to clarify standards and definitions for single-family detached and attached units, including associated dimensional requirements. Additional revisions address affordable and workforce housing provisions, including rental and for-sale requirements, to improve project feasibility while maintaining the intended neighborhood character and purpose. Amendments also include allowing qualifying public and nonprofit housing units to count toward affordability requirements, adjusting the timing and delivery of affordable and workforce units, and incorporating minor design and development standard refinements to provide greater flexibility. Finally, the amendments clarify applicable review procedures and approval processes.

These amendments do not change the original application's ability to meet the general approval criteria 16-8-30(f)(4) and continues to meet the approval criteria for Rezoning 16-8-40(a)(3)e.2.a. as well as the specific Rezoning to a Planned Development Criteria, 16-8-40(e)(2)(a).

For any questions regarding these changes, please reach out to Senior Planner Kristen Hodges at Kristen.Hodges@cityofsalida.com and Civistruct Principal david@civistructsd.com

Thank you,

City of Salida Staff & Civistruct Strategy + Development

Proof of Noticing

PUBLIC NOTICE

Notice of Public Hearing Before the Salida City Council Concerning a Planned Development Modification Application to Amend a Portion of the Vandaveer Ranch Overall Development Plan via Ordinance.

To All Members of the Public and Interested Persons: Please Take Notice that on

April 7, 2026, at or about the hour of 6:00 p.m., a public hearing will be conducted by the **Salida City Council**, at City Council Chambers, 448 East First Street, Suite 190, Salida, Colorado and online at the following link:

https://zoom.us/webinar/register/WN_IJlzc-miQTgqcTEDomhRz5A

The hearing is regarding an application for Amendments to the Vandaveer Ranch Overall Development Plan (ODP), specifically for the "South Ark Neighborhood" portion on the west side of the ODP. The proposed amendments generally include clarifications to standards for single-family detached and attached units, including dimensional requirements. Additional revisions update affordable and other workforce housing provisions, including unit types, timing, and eligibility of public or nonprofit units toward required totals. Minor design-related adjustments are also proposed to provide development flexibility, along with clarifications to review procedures.

Recommendations made by the Planning Commission from the public hearing on February 23, 2026 shall be forwarded to the City Council for this review and public hearing.

Interested persons are encouraged to attend the public hearing. Further information on the applications may be obtained from the Community Development Department by contacting kristen.hodges@cityof-salida.com (719) 530-2625.
Published in The Mountain Mail March 19, 2026.



CITY COUNCIL ACTION FORM

DEPARTMENT Public Works	PRESENTED BY David Lady - Public Works Director	DATE March 17, 2026
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ITEM

Council Action – Approve Final Settlement for the Oak Street Improvements Project

Consent Agenda

BACKGROUND

The Downtown Streetscape Improvements Project included utility replacements, storm sewer upgrades, sidewalks, bike lanes, and general reconstruction of the roadway. The project was partially funded through the Downtown Revitalizing Main Streets Grant and partnership with the Colorado Department of Transportation.

Public Notice of Final Settlement was advertised on February 27th and March 3rd, 2026.

Y&K Excavation, Inc. provided acceptable quality of work and coordination with the city throughout the project

FISCAL NOTE

City Council awarded a Construction Contract to Y&K Excavation, Inc. on May 21st, 2024. The final cost of the project was \$4,272,327.05. The retainage final payment in the amount of \$67,641.53 has been withheld pending approval of final settlement by the City Council.

STAFF RECOMMENDATION

To approve a final settlement to Y&K Excavation, Inc. in the amount of \$67,641.53 for the Oak Street Improvements Project.

SUGGESTED MOTION

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



CITY COUNCIL ACTION FORM

DEPARTMENT Public Works	PRESENTED BY David Lady - Public Works Director	DATE March 17, 2026
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ITEM

Council Action – Approve Final Settlement for the Downtown Streetscape Improvements Project

Consent Agenda

BACKGROUND

The Downtown Streetscape Improvements Project included utility replacements and upgrades to crosswalks, pedestrian bump-outs with ADA ramps, planters, benches and other site work. Work was located at 2nd and F, 3rd and F, and 2nd and G Street intersections.

Public Notice of Final Settlement was advertised on February 27th and March 3rd, 2026.

Y&K Excavation, Inc. provided acceptable quality of work and coordination with the city throughout the project

FISCAL NOTE

City Council awarded a Construction Contract to Y&K Excavation, Inc. on December 17th, 2024. The final cost of the project was \$2,160,209.02. The retainage final payment in the amount of \$108,010.45 has been withheld pending approval of final settlement by the City Council.

STAFF RECOMMENDATION

To approve a final settlement to Y&K Excavation, Inc. in the amount of \$108,010.45 for the Downtown Streetscape Improvements Project.

SUGGESTED MOTION

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



City Council Action Form

Department Administration	Presented By Kristi Keller - City Clerk	Date March 17, 2026
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Agenda Item

New Hotel and Restaurant Liquor License for Graystone Roadhouse, LLC, dba Graystone Roadhouse located at 720 E. Highway 50.

Background

Eleazar De Jesus Velazquez filed a new Colorado Hotel and Restaurant Liquor License application for the premises at 720 E. Highway 50. The Notice of Public Hearing was published on February 13, 2026 in the Mountain Mail and the premises was posted on March 5, 2026.

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 Graystone Roadhouse at 720 E. Highway 50.

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 Graystone Roadhouse at 720 E. Highway 50," 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, Graystone Roadhouse LLC, dba Graystone Roadhouse 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 720 E. Highway 50, Salida, CO 81201.

A hearing on the application, received January 29, 2026, 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, March 17, 2026. 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 Keller, City Clerk

Published in The Mountain Mail February 13, 2026.

NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

Graystone Roadhouse, LLC

720 E. Highway 50

Salida, CO 81201

**HAS REQUESTED THE LICENSING
OFFICIALS OF** City of Salida

TO Approve a new Hotel and Restaurant Liquor License
LICENSE AT: 720 E. Highway 50, Salida CO 81201

HEARING ON APPLICATION TO BE HELD AT:

City Council Chambers

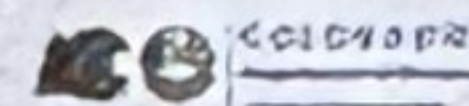
448 E First Street, Ste. 119, Salida, CO 81201

TIME AND DATE: 6:00 pm - March 17, 2026

DATE OF APPLICATION: January 29, 20²⁶

BY ORDER OF: City of Salida

OFFICERS: Eleazar De Jesus Velazquez



COPIES OF THE PLAZO AT ROECH PETITIONES OR REMOVED FRANCES MAY BE FILED

Colorado Liquor Retail License Application

* Note that the Division will not accept cash Paid by Check Date Uploaded to MoveIt
 Paid Online

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

Graystone Roadhouse LLC

FEIN Number

41-3384329

State Sales Tax Number

[REDACTED]

Trade Name of Establishment (DBA)

Graystone Roadhouse

Business Telephone

719-207-0239

Address of Premises (specify exact location of premises, include suite/unit numbers)

720 E. Rainbow Blvd

City

Salida

County

Chaffee County

State

CO

ZIP Code

81201

Mailing Address (Number and Street)

720 E. Rainbow Blvd

City or Town

Salida

State

CO

ZIP Code

81201

Email Address

graystoneroadhouse@gmail.com

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

Present Trade Name of Establishment (DBA)

[REDACTED]

Present State License Number

[REDACTED]

Present Class of License

[REDACTED]

Present Expiration Date

[REDACTED]

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*

- | | | | | |
|--|------------|--|-------|----------|
| <input type="checkbox"/> Add Optional Premises to H & R | \$100.00 X | | Total | |
| <input type="checkbox"/> Add Sidewalk Service Area | | | | \$75.00 |
| <input type="checkbox"/> Arts License (City)..... | | | | \$308.75 |
| <input type="checkbox"/> Arts License (County) | | | | \$308.75 |
| <input type="checkbox"/> Beer and Wine License (City)..... | | | | \$351.25 |
| <input type="checkbox"/> Beer and Wine License (County)..... | | | | \$436.25 |
| <input type="checkbox"/> Brew Pub License (City)..... | | | | \$750.00 |
| <input type="checkbox"/> Brew Pub License (County)..... | | | | \$750.00 |
| <input type="checkbox"/> Campus Liquor Complex (City) | | | | \$500.00 |
| <input type="checkbox"/> Campus Liquor Complex (County) | | | | \$500.00 |
| <input type="checkbox"/> Campus Liquor Complex (State) | | | | \$500.00 |
| <input type="checkbox"/> Club License (City)..... | | | | \$308.75 |
| <input type="checkbox"/> Club License (County)..... | | | | \$308.75 |
| <input type="checkbox"/> Distillery Pub License (City)..... | | | | \$750.00 |
| <input type="checkbox"/> Distillery Pub License (County) | | | | \$750.00 |
| <input checked="" type="checkbox"/> Hotel and Restaurant License (City)..... | | | | \$500.00 |
| <input type="checkbox"/> Hotel and Restaurant License (County) | | | | \$500.00 |
| <input type="checkbox"/> Hotel and Restaurant License with one optional premises (City)..... | | | | \$600.00 |
| <input type="checkbox"/> Hotel and Restaurant License with one optional premises (County)..... | | | | \$600.00 |

Section B Liquor License Fees* (Continued)

<input type="checkbox"/> Liquor-Licensed Drugstore (City).....	\$227.50
<input type="checkbox"/> Liquor-Licensed Drugstore (County).....	\$312.50
<input type="checkbox"/> Lodging & Entertainment - L&E (City).....	\$500.00
<input type="checkbox"/> Lodging & Entertainment - L&E (County).....	\$500.00
<input type="checkbox"/> Manager Registration - H & R.....	\$30.00
<input type="checkbox"/> Manager Registration - Tavern.....	\$30.00
<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....	\$30.00
<input type="checkbox"/> Manager Registration - Campus Liquor Complex.....	\$30.00
<input type="checkbox"/> Optional Premises License (City).....	\$500.00
<input type="checkbox"/> Optional Premises License (County).....	\$500.00
<input type="checkbox"/> Racetrack License (City).....	\$500.00
<input type="checkbox"/> Racetrack License (County).....	\$500.00
<input type="checkbox"/> Resort Complex License (City).....	\$500.00
<input type="checkbox"/> Resort Complex License (County).....	\$500.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....	\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (County).....	\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....	\$160.00
<input type="checkbox"/> Retail Gaming Tavern License (City).....	\$500.00
<input type="checkbox"/> Retail Gaming Tavern License (County).....	\$500.00
<input type="checkbox"/> Retail Liquor Store License - Additional (City).....	\$227.50
<input type="checkbox"/> Retail Liquor Store License - Additional (County).....	\$312.50
<input type="checkbox"/> Retail Liquor Store (City).....	\$227.50

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 (<) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... 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
Whitney McGovern	Eleazar De Jesus Velazquez	12-31-2028

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 De Jesus Velazquez		First Name Eleazar	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage 95%	
Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
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

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

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

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)

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

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

Eleazar De Jesus Velazquez

Title

Owner

Authorized Signature



Date (MM/DD/YY)

01/29/26

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

Date application filed with local authority

January 29, 2026

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)

March 17, 2026

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

Printed Name Title

Signature Date (MM/DD/YY)

Printed Name Title

Signature Date (MM/DD/YY)

Tax Check Authorization, Waiver, and Request to Release Information

I, Eleazar De Jesus Velazquez

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

(the "Applicant/Licensee")

Graystone Roadhouse LLC

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 its 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)

Graystone Roadhouse LLC

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

[REDACTED]

[REDACTED]

[REDACTED]

Street Address

720 E Rainbow Blvd

City

Salida

State

ZIP Code

CO

81201

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

Eleazar De Jesus Velazquez

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

Date Signed



01-29-2026

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).

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,

GRAYSTONE ROADHOUSE LLC

is a

Limited Liability Company

formed or registered on 12/09/2025 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 20258339529 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/08/2025 that have been posted, and by documents delivered to this office electronically through 12/09/2025 @ 14:29:02 .

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 12/09/2025 @ 14:29:02 in accordance with applicable law. This certificate is assigned Confirmation Number 17966951 .



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/bi:/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."

Articles of Amendment for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The entity ID Number is 20258339529

The entity name is GRAYSTONE ROADHOUSE LLC

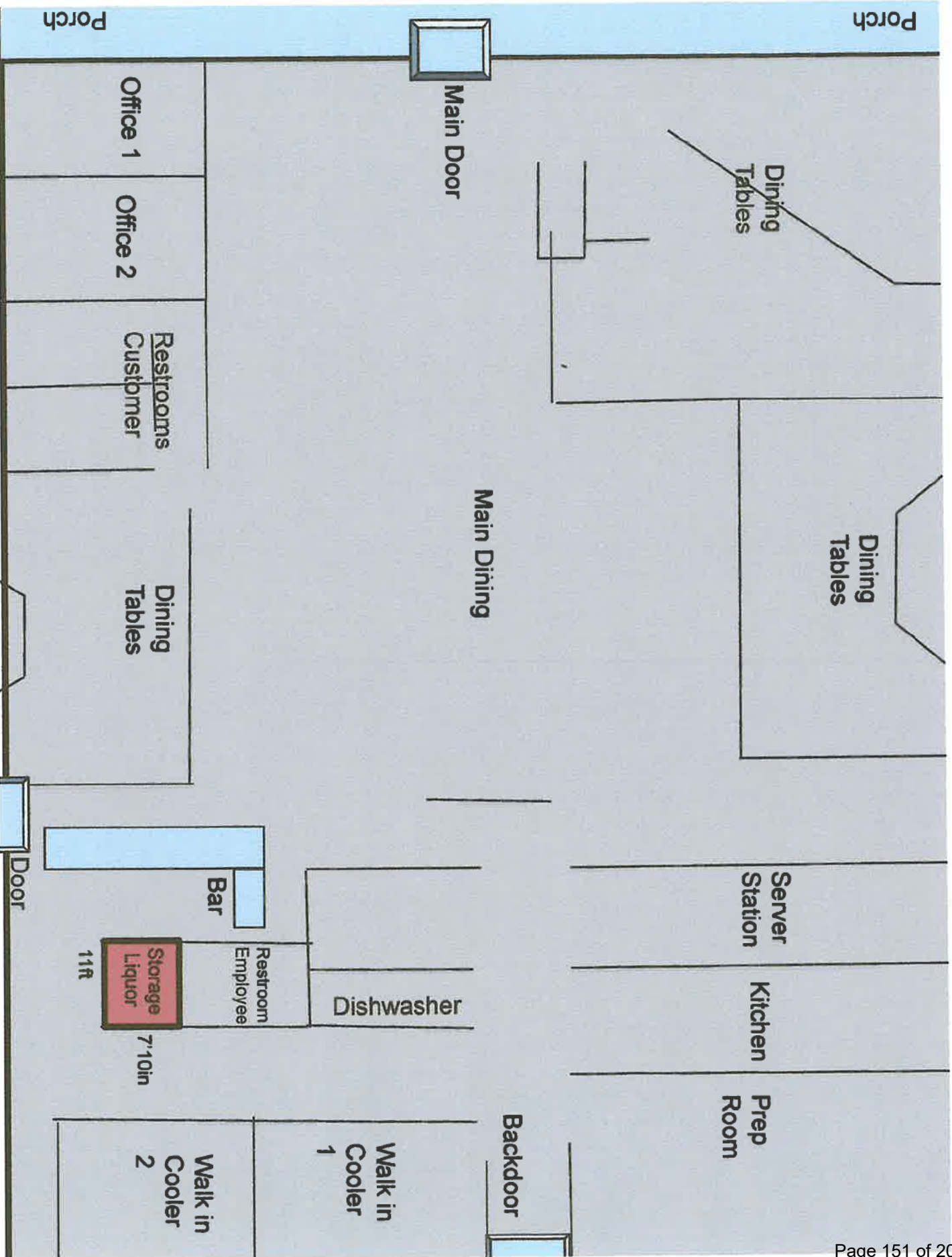
Additional amendments or other information included is attached.

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

ELEAZAR DE JESUS VELAZQUEZ
720 US-50 HWY
SALIDA Colorado CO 81201
US



LEASE AGREEMENT

This Lease Agreement is made effective to commence January 1, 2026 **between Amicas Pizza, Microbrews & More, Inc.**, a corporation organized under the laws of Colorado, having its principal office at 127 F Street, Salida, CO 81201 ("Landlord"), and **Graystone Roadhouse LLC**, a limited liability company organized under the laws of Colorado, having its principal office at 720 US-50 (720 Hwy 50), Salida, CO 81201("Tenant").

SECTION ONE. BASIC LEASE TERMS

For purposes of this Lease, the following terms have the following definitions and meanings:

A. Landlord's Address (for notices):

127 F Street
Salida, CO 81201
Attention: Whitney McGovern



B. Tenant's Address (for notices):

720 US-50
Salida, CO 81201
Attention: Eleazar De Jesus Velazquez and Maria Esther Torres Navarro



C. "Premises": The improved parcel of real property (the "Land"), located at 720 Hwy. 50, in the City of Salida, Chaffee County, Colorado, designated as Parcel 380705423119 in the office of Chaffee County Assessor, together with the building and all other improvements located on the Land.

D. "Building": That certain building located on the Land, consisting of approximately 7,424 square feet, and formerly known as the Stokes building.

E. "Operating Expenses": The costs and expenses incurred by Landlord with respect to the ownership and operation of the building, including insurance of [REDACTED] per month and real property taxes of [REDACTED] per month. as more particularly defined in SECTION FIVE of this Lease.

F. "Term": 36 months.

G. "Commencement Date": Subject to SECTION TWO of this Lease, the Term shall commence on January 1, 2026 (the "Commencement Date"), and shall expire on the Expiration Date (defined in paragraph H below), subject to earlier termination, if applicable, in accordance with the terms of this Lease. Tenant

shall have one option to extend the Term for an additional period of 36 months as more specifically set forth below.

H. "Expiration Date": December 31, 2028.

I. "Monthly Base Rent":

For **January and February 2026**, the Monthly Base Rent shall be [REDACTED] per month.

Commencing March 1, 2026 and continuing through the Expiration Date, the Monthly Base Rent shall be [REDACTED] per month.

J. "Security Deposit": The Landlord does not require a Security Deposit

K. Guarantor: Eleazar De Jesus Velazquez and Maria Esther Torres Navarro

L. "Permitted Use": The Premises shall be used solely for a restaurant operation, or other similar business and uses incidental to such use, and for no other use or purpose without Landlord's prior written consent, but only to the extent permitted by the City and all agencies and governmental authorities having jurisdiction.

M. "Broker(s)": No Brokers have been engaged to represent either Landlord or Tenant.

N. "Interest Rate": shall mean Twelve (12) % per annum, provided, however, the Interest Rate will in no event exceed the maximum interest rate permitted to be charged by applicable law.

O. "Tenant Improvements" means the work to be performed by Tenant in the Premises pursuant to a separate work letter agreement (the "Work Letter"),

P. "Exhibits": *[Designations of exhibits]*, inclusive, which Exhibits are attached to and by this reference incorporated in this Lease.

This SECTION ONE represents a summary of the basic terms and definitions of this Lease. In the event of any inconsistency between the terms contained in this SECTION ONE and any specific provision of this Lease, the terms of the more specific provision shall prevail.

SECTION TWO. PREMISES

A. Premises.

By this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises.

B. Mutual Covenants.

Landlord and Tenant agree that the letting and hiring of the Premises is upon and subject to the terms, covenants and conditions contained in this Lease and each party covenants as a material part of the consideration for this Lease to keep and perform their respective obligations under this Lease.

**SECTION THREE.
COMMENCEMENT DATE; POSSESSION**

- A. The Term of the Lease shall be as set forth in SECTION ONE, paragraph F, of this Lease, commencing on the Commencement Date and expiring on the Expiration Date, subject to earlier termination, if applicable, in accordance with the terms of this Lease. Each consecutive 12-month period of the Term of this Lease, commencing on the Commencement Date, will be referred to in this Lease as a "Lease Year."
- B. Subject to Tenant saving harmless and protecting lessor and the demised premises against any and all damages, judgments, claims, liens, costs and expenses, commencing December 7, 2025, Tenant shall have access to the building.
- C. Tenant will be deemed to have accepted the Premises in its "AS-IS" condition as of the date of Landlord's delivery to Tenant (December 7, 2025) of the Premises following the full execution and delivery of this Lease and, subject to all Legal Requirements (as defined in SECTION SEVEN, paragraph B, of this Lease) governing and regulating the use and occupancy of the Premises and to have acknowledged that there are no items needing work or repair by Landlord, provided that any needed work or repairs shall be subject to the respective repair and maintenance obligations of Landlord and Tenant set forth in SECTION THIRTEEN of this Lease. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises, the building or any portions of the building or with respect to the suitability of same for the conduct of Tenant's business except as set forth above. Upon (i) the full execution and delivery of this Lease, (ii) the submission by Tenant to Landlord of the rent to be provided by Tenant upon the execution and delivery of this Lease, pursuant to SECTION FOUR, paragraph A, of this Lease, and (iii) the submission by Tenant to Landlord of evidence of insurance required to be provided by Tenant upon the execution and delivery of this Lease, Landlord shall deliver the Premises to Tenant in "AS-IS" condition and configuration, "with all faults," and "without any representations or warranties" except as set forth above.
- D. Tenant shall have the option extend the term of this Lease for one (1) additional 3-year term ("Extension Term"). Tenant may exercise such option by giving written notice at least six (6) months prior to the expiration of the initial term of this Lease, December 31, 2028. Upon the Tenant giving written notice to Landlord that it is exercising its option to extend the term for an additional three year period, except for Base Rent and Operating Expenses, all covenants, agreements, terms, provisions and conditions of this Leased will automatically deemed to be applicable to the extended term.

**SECTION FOUR.
RENT**

A. Base Rent

Upon execution of this Lease, except for the year 2026, which is reduced by [REDACTED] (see SECTION ONE I), Tenant shall pay to Landlord, for each calendar year of this Lease, the sum of [REDACTED] in Monthly Base Rent (2026 yearly base rent will be [REDACTED]). Tenant shall pay said Base Rent and Operating Expenses monthly as set forth in the table below.

B. Additional Rent "Operating Expenses."

In addition to the payment of Base Rent in A. above, Tenant shall pay Operating Expenses applicable to the Building, the word "rent" as used in this Lease will include all such additional rent, unless the context specifically or clearly implies that only Monthly Base Rent is intended. It is the intent of the Landlord and

Tenant that the rent provided for in this Lease be "triple net" as more particularly set forth in this Lease. The yearly Operating Expenses for the year 2026 shall be [REDACTED] which is for yearly insurance [REDACTED] and real property taxes [REDACTED]. The yearly operating expenses are subject to change for the year 2026, 2027 and 2028. Tenant acknowledges that the property tax due for 2026, 2027 and 2028 may increase.

C. Tenant agrees to pay Landlord the Monthly Base Rent and monthly Operating Expenses for the Premises in advance on the first day of each calendar month during the Term without prior notice or demand. All rent must be paid to Landlord absolutely net, without any deduction or offset (except as specifically provided for in this Lease), in lawful money of the United States of America, at the address designated by Landlord or to such other person or at such other place as Landlord may from time to time designate in writing. The yearly amounts for both base rent and operating expenses shall be paid monthly as set forth in the table below.

D.

	Rent	Insurance*	Real Property Tax*	Total
January 2026	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
February 2026	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
The rest of 2026	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2027*	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2028*	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

*The yearly operating expenses (Insurance and Real Property Tax) are subject to change for the years 2026, 2027 and 2028.

E. Late Payments.

Late payments of Monthly Base Rent or any item of additional rent will be subject to interest and a late charge as provided in SECTION TWENTY-ONE, paragraph F, of this Lease.

**SECTION FIVE.
OPERATING EXPENSES**

A. Operating Expenses.

In addition to Monthly Base Rent, throughout the Term of this Lease, Tenant agrees to pay Landlord as additional rent, in accordance with the terms of this SECTION FIVE, the Operating Expenses as defined in this paragraph A. As used in the Lease, "Operating Expenses" means and includes: (i) Real Property Taxes (as defined in SECTION ELEVEN, paragraph B, of this Lease) and any taxes or assessments imposed in lieu of Real Property Taxes; (ii) any and all assessments imposed with respect to the Premises pursuant to any covenants, conditions and restrictions affecting the Premises; (iii) costs of insurance carried by Landlord pursuant to SECTION EIGHTEEN of this Lease.

B. Estimate Statement.

Prior to the Commencement Date and as soon as practical following the start of each subsequent calendar year during the Term of this Lease, Landlord will endeavor to deliver to Tenant a statement (an "Estimate Statement") in which Landlord will estimate the Operating Expenses for the then current calendar year. Tenant agrees to pay Landlord, as additional rent, one-twelfth of the estimated Operating Expenses each subsequent month, beginning with the next installment of rent due, until such time as

Landlord issues a revised Estimate Statement or the Estimate Statement for the succeeding calendar year. If at any time during the Term of this Lease, but not more often than quarterly, Landlord reasonably determines that the Operating Expenses for the current calendar year will be greater than the amount set forth in the then current Estimate Statement, Landlord may issue a revised Estimate Statement and Tenant agrees to pay Landlord, within 30 days of receipt of the revised Estimate Statement, the difference between the amount owed by Tenant under such revised Estimate Statement and the amount owed by Tenant under the original Estimate Statement for the portion of the then current calendar year which has expired. Subsequently Tenant agrees to pay Operating Expenses based on such revised Estimate Statement until Tenant receives the next calendar year's Estimate Statement or a new revised Estimate Statement for the current calendar year.

C. Actual Statement.

As soon as practical following the end of each calendar year during the Term of this Lease (estimated to be within 30 days after the end of the calendar year), Landlord will also endeavor to deliver to Tenant a statement (an "Actual Statement") which states the actual Operating Expenses for the preceding calendar year. If the Actual Statement reveals that the actual Operating Expenses are more than the total additional rent paid by Tenant for Operating Expenses on account of the preceding calendar year, Tenant agrees to pay Landlord the difference in a lump sum within 30 days of receipt of the Actual Statement. If the Actual Statement reveals that the actual Operating Expenses are less than the additional rent paid by Tenant for Operating Expenses on account of the preceding calendar year, Landlord will credit any overpayment toward the next monthly installment(s) of the Operating Expenses due under this Lease, or if not due, then reimburse Tenant within 30 days of the date of the statement.

D. Miscellaneous.

Any delay or failure by Landlord in delivering any Estimate Statement or Actual Statement pursuant to this SECTION FIVE, after due diligence by Landlord to prepare and deliver the Actual Statement, will not constitute a waiver of its right to require an increase in rent nor will it relieve Tenant of its obligations pursuant to this SECTION FIVE, except that Tenant will not be obligated to make any payments based on such Estimate Statement or Actual Statement until 10 days after receipt of such Estimate Statement or Actual Statement. Even though the Term has expired and Tenant has vacated the Premises, when the final determination is made of the actual Operating Expenses for the year in which this Lease terminates, Tenant agrees to promptly pay any increase due over the estimated expenses paid and, conversely, any overpayment made if such expenses decrease shall promptly be rebated by Landlord to Tenant. Such obligation will be a continuing one which will survive the expiration or termination of this Lease.

SECTION SIX. SECURITY DEPOSIT

THIS SECTION SIX IS NOT APPLICABLE,

SECTION SEVEN. USE

A. Tenant's Use of the Premises.

The Premises may be used only for the Permitted Use set forth in SECTION ONE, paragraph L, of this Lease, and Tenant will not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

B. Compliance.

At Tenant's sole cost and expense, Tenant agrees to procure, maintain and hold available for Landlord's inspection, all governmental licenses and permits required for the proper and lawful conduct of Tenant's business from the Premises, if any. Tenant agrees not to use, alter or occupy the Premises or allow the Premises to be used, altered or occupied in violation of, and Tenant, at its sole cost and expense, agrees to use and occupy the Premises and cause the Premises to be used and occupied in compliance with: (i) any and all laws, statutes, zoning restrictions, ordinances, rules, regulations, orders and rulings now or later in force and any requirements of any insurer, insurance authority or duly constituted public authority having jurisdiction over the Premises now or later in force; (ii) the requirements of the Board of Fire Underwriters and any other similar body; (iii) the Certificate of Occupancy issued for the Building; and (iv) any recorded covenants, conditions and restrictions and regulatory agreements, if any, which affect the use, occupation or alteration of the Premises (collectively, "Legal Requirements"). Tenant agrees to comply with the Rules and Regulations referenced in SECTION TWENTY-SEVEN of this Lease. Tenant agrees not to use or allow the Premises to be used for any unlawful or unreasonably objectionable purpose. Tenant agrees not to cause, maintain or permit any nuisance or waste in, on, under or about the Premises. Notwithstanding anything contained in this Lease to the contrary, all transferable development rights related in any way to the Premises are and will remain vested in Landlord, and Tenant waives any rights to such development rights.

C. Hazardous Materials.

Tenant agrees not to cause or permit any Hazardous Materials to be brought upon, stored, used, handled, generated, released or disposed of on, in, under or about the Premises, the Building or any portion of the same by Tenant, its agents, employees, subtenants, assignees, licensees, contractors or invitees (collectively, "Tenant Parties") without the prior written consent of Landlord, which consent by Landlord will not be unreasonably withheld. Upon the expiration or earlier termination of this Lease, Tenant agrees to promptly remove from the Premises, at its sole cost and expense, any and all Hazardous Materials, including any equipment or systems containing Hazardous Materials which are installed, brought upon, stored, used, generated or released upon, in, under or about the Premises, the Building, or any portion of the same by Tenant or any Tenant Parties. To the fullest extent permitted by law, Tenant agrees to promptly indemnify, protect, defend and hold harmless Landlord and Landlord's partners, officers, directors, employees, agents, successors and assigns (collectively, "Landlord Indemnified Parties") from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including, but not limited to, cleanup, removal, remediation and restoration costs, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees and court costs) which arise or result from the presence of Hazardous Materials on, in, under or about the Premises or the Building and which are caused or permitted by Tenant or any Tenant Parties. Tenant agrees to promptly notify Landlord of any release of Hazardous Materials at the Premises, which Tenant becomes aware of during the Term of this Lease, whether caused by Tenant or any other persons or entities. In the event of any release of Hazardous Materials caused or permitted by Tenant or any Tenant Parties, Landlord shall have the right, but not the obligation, to cause Tenant to immediately take all steps Landlord deems necessary or appropriate to remediate such release and prevent any similar future release to the satisfaction of Landlord and Landlord's mortgagee(s). As used in this Lease, the term "Hazardous Materials" shall mean and include any hazardous or toxic materials, substances or wastes as now or later designated under any law, statute, ordinance, rule, regulation, order or ruling of any agency of the State, the United States Government or any local governmental authority, including, but

not limited to, asbestos, asbestos-containing material ("ACM"), presumed asbestos containing materials ("PACM"), petroleum, petroleum hydrocarbons and petroleum based products, urea formaldehyde foam insulation, polychlorinated biphenyls ("PCBs"), and freon and other chlorofluorocarbons. Landlord represents it has no actual knowledge as of the date of this Lease of the existence of any Hazardous Materials existing at the Building in violation of applicable laws, rules or regulations, and to the extent it is determined that Hazardous Materials did exist at the Building as of the date of this Lease in violation of laws governing Hazardous Materials, and such violation does not arise out of any acts or omissions of Tenant, its agents, employees or contractors, Landlord shall promptly take such action as is necessary to remediate such Hazardous Materials as necessary to comply with applicable laws, at no cost to Tenant. The provisions of this paragraph C will survive the expiration or earlier termination of this Lease.

SECTION EIGHT. NOTICES

Any notice required or permitted to be given under this Lease must be in writing and may be given by personal delivery (including delivery by overnight courier or an express mailing service) or by mail, if sent by registered or certified mail. Notices to Tenant shall be sufficient if delivered to Tenant at the address designated in SECTION ONE, paragraph B, and notices to Landlord shall be sufficient if delivered to Landlord at the address designated in SECTION ONE, paragraph A, of this Lease. Either party may specify a different address for notice purposes by written notice to the other, except that Landlord may in any event use the Premises as Tenant's address for notice purposes.

SECTION NINE. BROKERS

The parties acknowledge that no broker(s) negotiated this Lease Each party represents and warrants to the other that, to its knowledge, no broker, agent or finder (a) negotiated or was instrumental in negotiating or consummating this Lease on its behalf, and (b) is or might be entitled to a commission or compensation in connection with this Lease. Landlord and Tenant each agree to promptly indemnify, protect, defend and hold harmless the other from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including attorneys' fees and court costs) resulting from any breach by the indemnifying party of the foregoing representation, including, but not limited to, any claims that may be asserted by any broker, agent or finder undisclosed by the indemnifying party. The foregoing mutual indemnity shall survive the expiration or earlier termination of this Lease.

SECTION TEN. SURRENDER; HOLDING OVER

A. Surrender.

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation of this Lease, shall not constitute a merger, and shall, at the option of Landlord, operate as an assignment to Landlord of any or all subleases or subtenancies. Upon the expiration or earlier termination of this Lease, Tenant agrees to peaceably surrender the Premises to Landlord broom clean and in a state of good order, repair and condition, ordinary wear and tear and casualty damage excepted, but in any event with all interior walls cleaned and in good repair, all carpeted areas cleaned, the plumbing, heating, ventilation and air conditioning systems in good working order and all floor areas cleaned and waxed or sealed. Subject to

the terms of SECTION TWELVE of this Lease, Tenant will also remove any Alterations (as defined in SECTION TWELVE) and any electrical, phone and data cabling and related equipment (collectively, "Cable"), and shall repair any damage caused by such removal, all in accordance with the terms of SECTION TWELVE. At least 30 days prior to termination of this Lease, Landlord may inspect the Premises to determine if they are in the condition required for proper surrender by Tenant, or at Landlord's option, and at Landlord's sole cost and expense, Landlord may retain the services of one or more inspectors or consultants to perform such inspections. If any such inspections disclose any deficiencies in the condition of the Premises, Tenant will promptly cause such deficiencies to be corrected in a good and workmanlike manner at Tenant's sole cost and expense prior to the surrender date. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee of such agent alone will not be sufficient to constitute a termination of this Lease or a surrender of the Premises unless Landlord has given Tenant a notice to quit.

B. Holding Over.

Tenant will not be permitted to hold over possession of the Premises after the expiration or earlier termination of the Term without the express written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. If Tenant holds over after the expiration or earlier termination of the Term, Landlord may, at its option, treat Tenant as a tenant at will only, and such continued occupancy by Tenant shall be subject to all of the terms, covenants and conditions of this Lease, so far as applicable, except that the rent for any such holdover period shall be equal to 100% of the Base Rent in effect under this Lease immediately prior to such holdover, or market rent, whichever is greater, and in either case, prorated on a daily basis including any Operating Expenses. Acceptance by Landlord of rent after such expiration or earlier termination will not result in a renewal of this Lease. The provisions of this SECTION TEN are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord under this Lease or as otherwise provided by law. If Tenant fails to surrender the Premises upon the expiration of this Lease in accordance with the terms of this SECTION TEN despite demand to do so by Landlord, Tenant agrees to promptly indemnify, protect, defend and hold Landlord harmless from all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including attorneys' fees and costs), including, but not limited to, costs and expenses reasonably and actually incurred by Landlord in returning the Premises to the condition in which Tenant was to surrender it. The provisions of this paragraph B will survive the expiration or earlier termination of this Lease.

SECTION ELEVEN. TAXES

A. Payment of Taxes.

Tenant agrees to pay all Real Property Taxes, as defined in paragraph B below, as part of Operating Expenses, during the Term of this Lease. If any such Real Property Taxes paid by Tenant shall cover any period of time prior to or after the expiration of the Term of this Lease, Tenant's share of such Real Property Taxes shall be equitably prorated to cover only the period of time within the tax fiscal year during which this Lease shall be in effect, and Landlord will reimburse Tenant to the extent required.

B. Definition of "Real Property Taxes."

The term "Real Property Taxes" as used in this Lease means: any form of assessment, license fee, license tax, business license fee, commercial rental tax, levy, charge, improvement bond, tax or similar

imposition imposed by any authority having the direct power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement or special assessment district, as against any legal or equitable interest of Landlord in the Premises or any part of the Premises, including the following by way of illustration but not limitation: (i) any tax on Landlord's "right" to rent or "right" to other income from the Premises or as against Landlord's business of leasing the Premises; (ii) any assessment, tax, fee, levy or charge in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of Real Property Tax (it is the intention of Tenant and Landlord that all such new and increased assessments, taxes, fees, levies and charges be included within the definition of "Real Property Taxes" for the purposes of this Lease); (iii) any assessment, tax, fee, levy or charge allocable to or measured by the area of the Building or Premises or the rent payable by Tenant under this Lease, including, but not limited to, any gross receipts tax or excise tax levied by state, city or federal government, or any political subdivision of such government, with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion of the Premises but not on Landlord's other operations; (iv) any assessment, tax, fee, levy or charge upon this transaction; and (v) any assessment, tax, fee, levy or charge by any governmental agency related to any transportation plan, fund or system (including assessment districts) instituted within the geographic area of which the Building is a part.

C. Colorado Sales Tax. Tenant shall timely pay all Colorado Sales Tax and similar taxes arising from Tenant's operations. Upon Landlord's request, Tenant shall provide copies of Tenant's sales tax returns and proof of payment reasonably necessary to confirm compliance.

C. Personal Property Taxes.

Tenant agrees to pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere. When possible, Tenant will cause such trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord. If any of Tenant's personal property is assessed with Landlord's real property, Tenant shall pay Landlord the taxes attributable to Tenant within 30 days after receipt of a written statement setting forth the taxes applicable to Tenant's property.

SECTION TWELVE. ALTERATIONS

A. Alterations.

Tenant shall not make any alterations, repairs, additions or improvements or install any Cable (collectively, "Alterations") without first obtaining the written consent of Landlord in each instance, which consent may be granted or withheld in Landlord's sole discretion, provided that Landlord shall not unreasonably withhold its consent to any Alterations which do not affect building structure or systems and which will not be visible from outside the Premises, or installation of Cable. In order to obtain such approvals, Tenant shall furnish Landlord with plans and specifications; names of contractors acceptable to Landlord; required permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord and naming Landlord as an additional insured; and any security for performance in amounts reasonably required by Landlord. Upon completion, Tenant shall furnish "as-built" plans for Alterations, completion affidavits and full and final waivers of lien. Notwithstanding the above, Tenant has permission to add a half wall in the dining room of the premises

to break up the space of the space. This alteration to the building shall either be removed at the termination of the lease or shall remain on the premises, at Landlord's option.

B. Cosmetic Alterations.

Notwithstanding the foregoing, so long as Tenant (a) complies with all applicable laws, rules (including the then current construction rules, guidelines and specifications for the Building), regulations and the terms and conditions of this Lease, and (b) coordinates construction of the Alterations with Landlord, Tenant shall have the right, without Landlord's consent, but upon 10 business days' prior written notice to Landlord, to make strictly cosmetic, nonstructural additions and alterations to the Premises that do not (i) involve the expenditure of more than \$5,000.00 in the aggregate in any 12-month period during the Term, (ii) affect the appearance of the Building or any areas outside the Premises, or (iii) affect or impact in any way the systems or structure of the Building.

C. Plan Review.

Tenant agrees to pay Landlord, as additional rent, the actual and reasonable costs of professional services and costs for general conditions of Landlord's third-party consultants if used by Landlord for review of all plans, specifications and working drawings for any Alterations, within 10 business days after Tenant's receipt of invoices either from Landlord or such consultants. In addition,

D. Personal Property.

All articles of personal property owned by Tenant or installed by Tenant at its expense in the Premises (including Tenant's business and trade fixtures, furniture, movable partitions, Cable and equipment, such as telephones, copy machines, computer terminals, refrigerators and facsimile machines) will be and remain the property of Tenant, and, unless otherwise agreed between Landlord and Tenant in writing, must be removed by Tenant from the Premises, at Tenant's sole cost and expense, on or before the expiration or earlier termination of this Lease. Tenant agrees to repair any damage caused by such removal at its cost on or before the expiration or earlier termination of this Lease.

E. Removal of Alterations.

Except as set-forth in SECTION TWELVE A above, If Tenant fails to remove by the expiration or earlier termination of this Lease all of its personal property, any Alterations (including Cable) identified by Landlord for removal at the time Landlord gives consent to the Alterations (including the installation of Cable), or if no consent given, then as designated, at least 30 days prior to the termination date, Landlord may, at its option (without liability to Tenant for loss of such personal property) treat such personal property and Alterations (including Cable) as abandoned and, at Tenant's sole cost and expense, and in addition to Landlord's other rights and remedies under this Lease, at law or in equity: (i) remove and store such items and repair any damage caused by such removal; and (ii) upon 10 days' prior notice to Tenant, sell, discard or otherwise dispose of all or any such items at private or public sale for such price as Landlord may obtain or by other commercially reasonable means. Tenant shall be liable for all costs of disposition of Tenant's abandoned property and restoration of the Alterations not removed as required, and Landlord shall have no liability to Tenant with respect to any such abandoned property.

**SECTION THIRTEEN.
REPAIRS**

A. Tenant's Obligations.

Subject to Landlord's repair and maintenance obligations set forth in paragraph C below, and further subject to the terms of SECTION NINETEEN of this Lease in the event of casualty, Tenant agrees to keep in good order, condition and repair the Premises and every part of the Premises, regardless of whether the need for repairs arises out of Tenant's use or otherwise, including, but not limited to, maintaining, repairing and replacing, as and when needed, at Tenant's sole cost (except as set forth in paragraph C below), all systems, facilities and equipment, such as plumbing, heating, ventilation, air conditioning equipment, electrical, lighting facilities, fire protection systems, and other equipment within or serving the Premises, fixtures, walls (interior and exterior) (including but not limited to graffiti removal and painting when necessary), ceilings, roof membrane, floors, windows, doors, plate glass and skylights located within the Premises, and all landscaping, snow plowing, driveways, loading docks, parking lots, fences and signs located on the Premises and sidewalks and parkways located in or on the Premises. In performing its obligations set forth in this paragraph A, Tenant shall consistently exercise and perform good maintenance practices, specifically including arranging for and maintaining at Tenant's cost (with copies to Landlord) maintenance and service contracts reasonably approved by Landlord for HVAC equipment, fire extinguishing and alarm systems, roof preventative maintenance and landscaping maintenance, which maintenance and service contracts (other than for landscaping) shall include a requirement for an annual inspection. Upon Landlord's request, Tenant shall deliver to Landlord a copy of each inspection report. In addition, Tenant shall arrange for any required maintenance and the correction of any defects noted in any such inspection report. Tenant agrees to cause any mechanics' liens or other liens arising as a result of work performed by Tenant or at Tenant's direction to be eliminated as provided in SECTION FOURTEEN of this Lease. If Tenant fails to maintain any required maintenance or service contract, or fails to obtain and deliver to Landlord annual inspection report, Landlord shall have the right (following written notice to Tenant and providing Tenant with a reasonable opportunity to cure), to arrange for such maintenance and service contracts, and the required inspections, and Tenant shall pay the cost of such contracts and inspections upon Landlord's delivery of an invoice for the same. In any event, Tenant shall pay the costs of and arrange for the correction of any deficiencies found. Without limiting the foregoing, Tenant will perform, at its expense, normal maintenance work involving the foundation, structural portions of the building, and operating systems of the building, but if a capital repair or replacement is needed, Tenant will notify Landlord of the required capital repair or replacement work and Landlord will cause such work to be done in a timely manner in accordance with the terms of paragraph C below.

B. Tenant's Failure to Repair.

If Tenant refuses or neglects to repair and maintain the Premises properly as required under this SECTION THIRTEEN to the reasonable satisfaction of Landlord, Landlord, at any time following 30 days from the date on which Landlord makes a written demand on Tenant to effect such repair and maintenance, may enter upon the Premises and make such repairs and maintenance, and upon completion of such repairs or maintenance, Tenant agrees to pay to Landlord, as additional rent, Landlord's costs for making such repairs, plus an amount not to exceed 12% of such costs for overhead, within 30 days of receipt from Landlord of a written itemized bill for such costs. Any amounts not reimbursed by Tenant within such 30-day period will bear interest at the Interest Rate until paid by Tenant.

C. Landlord's Obligations.

Except for the obligations of Landlord under SECTION NINETEEN of this Lease relating to damage or destruction of the Premises, or under SECTION TWENTY of this Lease relating to eminent domain, it is intended by the parties that Landlord's sole obligation to repair and maintain the Premises and to pay the cost of such repair and maintenance shall be as set forth in this paragraph C. Tenant waives the right to

make repairs at Landlord's expense under any law, statute, ordinance, rule, regulation, order or ruling. Landlord's repair and maintenance obligations shall include the following:

1. Landlord shall at its sole cost and expense, subject to insurance and available warranties, repair or replace any defects in the foundation and structural portions of the building, including the roof and replacement of the roof membrane (it being acknowledged that repairs of the roof membrane shall be the responsibility of Tenant as set forth in paragraph A above).
2. So long as Tenant has performed its repair and maintenance obligations with respect to the Premises as set forth in this Lease throughout the Term of this Lease, including, but not limited to, Tenant's obligations as set forth in paragraph A above, Landlord shall cause to be completed any capital repairs or capital replacement work required to be performed with respect to the structure or systems of the Premises during the Term of this Lease, and the amortized cost of such work shall be included in Operating Expenses payable by Tenant under the terms of this Lease. For purposes of the foregoing, the following shall govern: (1) required work shall be deemed a "capital repair" or a "capital replacement" if the cost of necessary repair work is reasonably expected to exceed 50% of the cost of full replacement of the improvement, component or equipment at issue; (2) the cost of any capital repair or capital replacement shall be amortized over the useful life of the improvement, as reasonably determined by Landlord, at an annual interest rate equal to the Wall Street Journal prime rate plus 3%, and Tenant shall pay the monthly amortization amount during the Term of this Lease, as part of Operating Expenses.

SECTION FOURTEEN. LIENS

Tenant agrees not to permit any mechanic's, materialmen's or other liens to be filed against all or any part of the Premises, nor against Tenant's leasehold interest in the Premises, by reason of or in connection with any repairs, alterations, improvements or other work contracted for or undertaken by Tenant or any other act or omission of Tenant or Tenant's agents, employees, contractors, licensees or invitees. At Landlord's request, Tenant agrees to provide Landlord with enforceable, conditional and final lien releases (or other evidence reasonably requested by Landlord to demonstrate protection from liens) from all persons furnishing labor or materials at the Premises. Landlord will have the right at all reasonable times to post on the Premises and record any notices of nonresponsibility which it deems necessary for protection from such liens. If any such liens are filed, Tenant will, at its sole cost, promptly cause such liens to be released of record or bonded so that it no longer affects title to the Premises. If Tenant fails to cause any such liens to be so released or bonded within 30 days after the filing of such a lien, such failure will be deemed a material breach by Tenant under this Lease without the benefit of any additional notice or cure period described in SECTION TWENTY-ONE of this Lease, and Landlord may, without waiving its rights and remedies based on such breach, and without releasing Tenant from any of its obligations, cause such liens to be released by any means it shall deem proper, including payment in satisfaction of the claims giving rise to such liens. Tenant agrees to pay to Landlord, within 30 days after receipt of an invoice from Landlord, any sum paid by Landlord to remove such liens, together with interest at the Interest Rate from the date of such payment by Landlord.

SECTION FIFTEEN. ENTRY BY LANDLORD

Landlord and its employees and agents will at all times have the right to enter the Premises to inspect the Premises, to show the Premises to lenders, investors or prospective purchasers, to post notices of nonresponsibility, to repair the Premises as permitted or required by this Lease, and to show the Premises

to prospective tenants during the last 6 months of the Lease Term. Landlord shall have the right to show the Premises earlier if Tenant confirms to Landlord that Tenant will not exercise its extension option, and Landlord may also show the Premises at any time following a Tenant default. In exercising such entry rights, Landlord will endeavor to minimize, as reasonably practicable, interference with Tenant's business, and will provide Tenant with reasonable advance notice of any such entry (except in emergency situations). Landlord may, in order to carry out such purposes, erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed. Landlord will at all times have and retain a key with which to unlock all doors in the Premises, excluding Tenant's vaults and safes. Landlord will have the right to use any and all means which Landlord may reasonably deem proper to open such doors in an emergency in order to obtain entry to the Premises. Any entry to the Premises obtained by Landlord by any of such means, or otherwise, will not be construed or deemed to be a forcible or unlawful entry into the Premises, or an eviction of Tenant from the Premises.

SECTION SIXTEEN. UTILITIES AND SERVICES

Tenant agrees to contract directly for and to pay for all utilities and services provided to the Premises (including the Land and the Building), including, but not limited to, water, gas, heat, light, power, telephone, waste/trash removal, sewer and other utilities, janitorial and cleaning services, landscaping and outdoor maintenance, snow plowing, together with any taxes on such utilities and services. Landlord will not be liable to Tenant for any failure to furnish any of the foregoing utilities and services if such failure is caused by all or any of the following: (i) accident, breakage or repairs; (ii) strikes, lockouts or other labor disturbance or labor dispute of any character; (iii) governmental regulation, moratorium or other governmental action or inaction; (iv) inability despite the exercise of reasonable diligence to obtain electricity, water or fuel; or (v) any other cause beyond Landlord's reasonable control. In addition, in the event of any stoppage or interruption of services or utilities, Tenant shall not be entitled to any abatement or reduction of rent (except as expressly provided in SECTION NINETEEN, paragraph F, or SECTION TWENTY, paragraph B, of this Lease if such failure results from a damage or taking described in either such provision), no eviction of Tenant will result from such failure and Tenant will not be relieved from the performance of any covenant or agreement in this Lease because of such failure. Notwithstanding anything to the contrary in this Lease, Tenant acknowledges and agrees that it shall be solely responsible for providing adequate security for its Premises, and its use of the Building and the Land. Landlord shall have no responsibility to prevent, and shall not be liable to Tenant, its agents, employees, contractors, visitors or invitees, for losses due to theft, burglary or other criminal activity, or for damages or injuries to persons or property resulting from persons gaining access to the Premises or the Building.

SECTION SEVENTEEN. ASSUMPTION OF RISK AND INDEMNIFICATION

A. Assumption of Risk.

Tenant, as a material part of the consideration to Landlord, agrees that neither Landlord nor any Landlord Indemnified Parties (as defined in SECTION SEVEN, paragraph C, of this Lease) will be liable to Tenant for, and Tenant assumes the risk of and waives any and all claims it may have against Landlord or any Landlord Indemnified Parties with respect to, (i) any and all damage to property or injury to persons in, upon or about the Premises or any part of the Premises (except that resulting from the grossly negligent or intentionally willful act or omission of Landlord), (ii) any such damage caused by other tenants or persons in or about the Premises, or caused by quasi-public work, (iii) any damage to property entrusted to employees of the Premises, (iv) any loss of or damage to property by theft or otherwise, or (v) any

injury or damage to persons or property resulting from any casualty, explosion, falling plaster or other masonry or glass, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works in the Building or from the roof, street or subsurface or from any other place, or resulting from dampness. Notwithstanding anything to the contrary contained in this Lease, neither Landlord nor any Landlord Indemnified Parties will be liable for consequential damages arising out of any loss of the use of the Premises or any equipment or facilities in the Premises by Tenant or any Tenant Parties or for interference with light or other incorporeal hereditaments. Tenant agrees to give prompt notice to Landlord in case of fire or an accident in the Premises, or of defects in the Premises or in the fixtures or equipment.

B. Indemnification.

Tenant will be liable for, and agrees, to the maximum extent permissible under applicable law, to promptly indemnify, protect, defend and hold harmless Landlord and Landlord Indemnified Parties, from and against, any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs, including attorneys' fees and court costs (collectively, "Indemnified Claims"), arising or resulting from (i) any act or omission of Tenant or any Tenant Parties (as defined in SECTION SEVEN, paragraph C, of this Lease); (ii) the use of the Premises and conduct of Tenant's business by Tenant or any Tenant Parties, or any other activity, work or thing done, permitted or suffered by Tenant or any Tenant Parties, in or about the Premises; or (iii) any default by Tenant of any obligations on Tenant's part to be performed under the terms of this Lease. In case any action or proceeding is brought against Landlord or any Landlord Indemnified Parties by reason of any such Indemnified Claims, Tenant, upon notice from Landlord, agrees to promptly defend the same at Tenant's sole cost and expense with counsel approved in writing by Landlord, which approval Landlord will not unreasonably withhold.

C. Survival; No Release of Insurers.

Tenant's indemnification obligations under paragraph B above will survive the expiration or earlier termination of this Lease. Tenant's covenants, agreements and indemnification obligation in paragraphs A and B above are not intended to and will not relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease.

SECTION EIGHTEEN. INSURANCE

A. Tenant's Insurance.

Tenant shall obtain and maintain throughout the Term the following insurance ("Tenant's Insurance"):

1. Commercial general liability insurance, on an occurrence basis, insuring bodily injury and property damage including but not limited to the following coverage: premises and operations; personal/advertising injury; coverage for Tenant's indemnity obligations under this Lease; liquor liability, if applicable; and products and completed operations. Such insurance must have the following minimum limits of liability: \$2,000,000.00 per occurrence, \$4,000,000.00 general aggregate, \$2,000,000.00 personal and advertising injury per occurrence, \$4,000,000.00 products and completed operations aggregate.

2. **Dramshop Insurance.** Prior to the storage, sale, use or giving away of alcoholic beverages on or from the premises by Tenant or any other person, Tenant at its expense shall obtain a policy or policies of insurance issued by responsible insurance companies and in form acceptable to the Landlord, saving harmless and protecting Landlord and the demised premises against any and all damages, judgments, claims, liens, costs and expenses arising under the Colorado Liquor Code or under any present or future law, statute or ordinance of or other governmental authority having jurisdiction of the premises, by reason of any storage, sale, use or giving away of alcoholic beverages on or from the premises. The policy or policies of insurance shall be in the following limits: Bodily injury, fatal or nonfatal, to any one person \$2,000,000.00, and to more than one person arising out of any one accident \$4,000,000.00.
3. **Property insurance,** written on an "all risk" or special form perils, with coverage for water damage including sprinkler leakage, earthquake sprinkler leakage and coverage for damage caused by heat, smoke or fumes from a hostile fire, at full replacement cost value (without deduction for depreciation) and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property, including property of others for which Tenant may be legally liable, within the Premises and any Tenant Improvements or Alterations installed by or for the benefit of Tenant.
4. **Extra expense, loss of income or property/business interruption insurance,** in such amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils included within "all risk" coverage or otherwise commonly insured against by prudent tenants or attributable to prevention of access to the Premises as a result of such perils, with such coverage to extend for a minimum of one year.
5. **Workers' compensation insurance** as required by laws and in amounts as may be required by applicable statute, and employer's liability coverage.

B. Property Insurance.

Landlord shall obtain, at Tenant's sole cost and expense, a policy or policies of insurance covering loss or damage to the Premises, in the amount of the full replacement value of the Premises, as the same may exist from time to time as reasonably determined by Landlord in a manner consistent with generally accepted commercial restaurant building or as may be required by lenders having liens on the Premises (but not any of Tenant's property), against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood (if in a flood zone), earthquake, and special extended perils ("all risk," as such term is used in the insurance industry), including 12 months' rent loss insurance. Such insurance shall provide for payment of loss to Landlord, or to the holders of mortgages or the beneficiaries under deeds of trust on the Premises.

C. Tenant's Use.

Tenant will not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any insurance policy periodically in force covering the Premises. If Tenant's occupancy or business in, or on, the Premises, whether or not Landlord has consented to the same, results in any increase in premiums for the insurance periodically carried by Landlord with respect to the Building or results in the need for Landlord to maintain special or additional insurance, Tenant agrees to pay Landlord the cost of any such increase in premiums or special or additional coverage, as additional rent, within 30 days after being billed for such cost by Landlord. In determining whether increased premiums are a result of Tenant's use of the Premises, a schedule issued by the organization computing the insurance rate on the Building, showing the various components of such rate, will be conclusive evidence of the several items and charges which make up such rate. Tenant agrees to promptly comply with all reasonable requirements of the insurance authority or any present or future insurer relating to the Premises.

D. Cancellation of Landlord's Policies.

If any of Landlord's insurance policies is canceled or cancellation is threatened or the coverage reduced or threatened to be reduced in any way because of the use of the Premises or any part of the Premises by Tenant or any assignee or subtenant of Tenant or by anyone Tenant permits on the Premises, and if Tenant fails to remedy the condition giving rise to such cancellation, threatened cancellation, reduction of coverage, threatened reduction of coverage, increase in premiums, or threatened increase in premiums, within 72 hours after notice of such condition, then Tenant will be deemed to be in material default of this Lease and Landlord may, at its option, either terminate this Lease or enter upon the Premises and attempt to remedy such condition, and Tenant shall promptly pay Landlord the reasonable costs of such remedy as additional rent. If Landlord is unable, or elects not to remedy such condition, then Landlord will have all of the remedies provided for in this Lease in the event of a default by Tenant.

E. Waiver of Claims.

Notwithstanding any provision of this Lease to the contrary, whenever (a) any loss, cost, damage or expense (collectively, "damage") resulting from fire, explosion or any other casualty is incurred by either Landlord or by Tenant or by anyone claiming by, through or under Landlord or Tenant in connection with the Premises or its contents, and (b) such party is covered in whole or in part by insurance with respect to such damage or is required under this Lease to be so insured, then the party so insured (or so required) waives (on its own behalf and on behalf of its insurer) any claims against and releases the other party from any liability the other party may have on account of such damage. The foregoing shall not be deemed or construed to limit or release Tenant's liability for any applicable insurance deductible, provided that Tenant's obligation to pay the cost of capital repairs and replacements as Tenant's deductible work shall be subject to the terms and conditions of this Lease.

SECTION NINETEEN. DAMAGE OR DESTRUCTION

A. Partial Destruction.

If the Premises are damaged by fire or other casualty to an extent not exceeding 50% of the full replacement cost of the Premises, and Landlord's contractor reasonably estimates in a writing delivered to Landlord and Tenant that the damage to the Premises may be repaired, reconstructed or restored to substantially its condition immediately prior to such damage within 30 days from the date of such casualty, and Landlord will receive insurance proceeds sufficient to cover the costs of such repairs, reconstruction and restoration (including proceeds from Tenant or Tenant's insurance which Tenant is required to deliver to Landlord pursuant to paragraph E of this SECTION NINETEEN to cover Tenant's obligation for the costs of repair, reconstruction and restoration of any portion of any Tenant Improvements or Alterations for which Tenant is responsible to insure under this Lease), then Landlord agrees to commence and proceed diligently with the work of repair, reconstruction and restoration and this Lease will continue in full force and effect, subject to paragraph F of this SECTION NINETEEN.

B. Substantial Destruction.

Any damage or destruction to the Premises which Landlord is not obligated to repair pursuant to paragraph A above will be deemed a substantial destruction. In the event of a substantial destruction, Landlord may elect to either: (i) repair, reconstruct and restore the portion of the Premises damaged by such casualty, in which case this Lease will continue in full force and effect, subject to Tenant's termination

right contained in paragraph D below; or (ii) terminate this Lease effective as of the date which is 30 days after Tenant's receipt of Landlord's election to so terminate.

C. Notice.

Under any of the conditions of paragraphs A or B above, Landlord agrees to give written notice to Tenant of its intention to repair or terminate, as permitted in such paragraphs, within the earlier of 14 days after the occurrence of such casualty, or 14 days after Landlord's receipt of the estimate from Landlord's contractor.

D. Tenant's Termination Rights.

If Landlord elects to repair, reconstruct and restore pursuant to clause (i) of paragraph B above, and if Landlord's contractor estimates that as a result of such damage, Tenant cannot be given reasonable use of and access to the Premises within 90 days after the date of such damage, then Tenant may terminate this Lease effective upon delivery of written notice to Landlord within 10 days after Landlord delivers notice to Tenant of its election to so repair, reconstruct or restore.

E. Tenant's Costs and Insurance Proceeds.

In the event of any damage or destruction of all or any part of the Premises, Tenant agrees to immediately (i) notify Landlord of such damage or destruction, and (ii) deliver to Landlord all property insurance proceeds received by Tenant with respect to any Tenant Improvements and Alterations, but excluding proceeds for Tenant's furniture, fixtures, equipment and other personal property, whether or not this Lease is terminated as permitted in this SECTION NINETEEN, and Tenant does now assign to Landlord all rights to receive such insurance proceeds. If, for any reason (including Tenant's failure to obtain insurance for the full replacement cost of any Tenant Improvements or Alterations from any and all casualties), Tenant fails to receive insurance proceeds covering the full replacement cost of any Tenant Improvements or Alterations which are damaged, Tenant will be deemed to have self-insured the replacement cost of such items, and upon any damage to or destruction of such items, Tenant agrees to immediately pay to Landlord the full replacement cost of such items, less any insurance proceeds actually received by Landlord from Landlord's or Tenant's insurance with respect to such items; provided, however, that Landlord shall not be obligated to restore improvements which it has specified must be removed upon expiration of this Lease unless Tenant provides the insurance proceeds for such improvements, which Tenant, at its option, may retain.

F. Abatement of Rent.

In the event of any damage, repair, reconstruction or restoration described in this SECTION NINETEEN, rent will be abated or reduced, as the case may be, in proportion to the degree to which Tenant's use of the Premises is impaired during such period of repair until such use is restored. Except for abatement of rent as here provided, Tenant will not be entitled to any compensation or damages for loss of, or interference with, Tenant's business or use or access of all or any part of the Premises or for lost profits, or any other consequential damages of any kind, which result from any such damage, repair, reconstruction or restoration.

G. Inability to Complete.

Notwithstanding anything to the contrary contained in this SECTION NINETEEN, if Landlord is obligated or elects to repair, reconstruct or restore the damaged portion of the Premises pursuant to paragraph A or clause (i) of paragraph B of this SECTION NINETEEN, but is delayed from completing such repair, reconstruction or restoration beyond the date which is 60 days after the date estimated by Landlord's contractor for completion by reason of any causes (other than delays caused by Tenant, its subtenants, employees, agents or contractors or delays which are beyond the reasonable control of Landlord as described in SECTION THIRTY-TWO of this Lease), then either Landlord or Tenant may elect to terminate this Lease upon 30 days' prior written notice given to the other after the expiration of such 60-day period.

H. Damage Near End of Term.

Landlord and Tenant shall each have the right to terminate this Lease if any material damage to the Building occurs during the last 6 months of the Term of this Lease where Landlord's contractor estimates in a writing delivered to Landlord and Tenant that the repair, reconstruction or restoration of such damage cannot be completed within 90 days after the date of such casualty. If either party desires to terminate this Lease under this paragraph H, it shall provide written notice to the other party of such election within 10 days after receipt of Landlord's contractor's repair estimates.

I. Waiver of Termination Right.

Landlord and Tenant agree that the foregoing provisions of this SECTION NINETEEN are to govern their respective rights and obligations in the event of any damage or destruction and supersede and are in lieu of the provisions of any applicable law, statute, ordinance, rule, regulation, order or ruling now or later in force which provide remedies for damage or destruction of leased premises.

J. Termination.

Upon any termination of this Lease under any of the provisions of this SECTION NINETEEN, the parties will be released without further obligation to the other from the date possession of the Premises is surrendered to Landlord except for items which have accrued and are unpaid as of the date of termination and matters which are to survive any termination of this Lease as provided in this Lease.

SECTION TWENTY. EMINENT DOMAIN

A. Substantial Taking.

If more than 25% of the floor area of the Building, or 25% of the land area of the Premises which is not occupied by the Building, is taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to prevent such taking, then either party will have the right to terminate this Lease effective as of the date possession is required to be surrendered to such authority.

B. Partial Taking; Abatement of Rent.

In the event of a taking of a portion of the Premises which does not constitute a substantial taking under paragraph A above, then neither party will have the right to terminate this Lease and Landlord will proceed to make a functional unit of the remaining portion of the Premises (but only to the extent Landlord receives proceeds from the condemning authority), and rent will be abated in proportion to the percentage of parking or the floor area of the Premises which Tenant is deprived of on account of such taking; provided, however, there will be no abatement of rent if the only area taken is that which does not have a building or parking area used by Tenant located on such area.

C. Condemnation Award.

In connection with any taking of all or any portion of the Premises, Landlord will be entitled to receive the entire amount of any award which may be made or given in such taking or condemnation, without deduction or apportionment for any estate or interest of Tenant, it being agreed by Tenant that no portion of any such award will be allowed or paid to Tenant for any so-called bonus or excess value of this Lease, and such bonus or excess value will be the sole property of Landlord. Tenant agrees not to assert any claim against Landlord or the taking authority for any compensation because of such taking (including any claim for bonus or excess value of this Lease); provided, however, if any portion of the Premises is taken, Tenant will have the right to recover from the condemning authority (but not from Landlord unless included in the award to Landlord) any compensation as may be separately awarded or recoverable by Tenant for the taking of Tenant's furniture, fixtures, equipment and other personal property within the Premises, for Tenant's relocation expenses, and for any other damage to Tenant's business by reason of such taking.

D. Temporary Taking.

In the event of a temporary taking of the Premises or any part of the Premises, (i) this Lease will remain unaffected by such taking and rent will equitably abate for the duration of the taking, and (ii) Landlord will be entitled to receive such portion or portions of any award made for such use with respect to the period of the taking. For purpose of this paragraph D, a "temporary taking" shall be defined as a taking for 60 days or less.

SECTION TWENTY-ONE. DEFAULTS AND REMEDIES

A. Defaults.

The occurrence of any one or more of the following events will be deemed a default by Tenant:

1. The abandonment of the Premises by Tenant, which for purposes of this Lease means any absence by Tenant from the Premises for 10 business days or longer and Tenant is in default under any provision of this Lease.
2. The failure by Tenant to make any payment of rent or additional rent or any other payment required to be made by Tenant under this Lease, as and when due, where such failure continues for a period of 5 days after written notice of such failure from Landlord to Tenant; provided, however, that any such notice will be in lieu of, and not in addition to, any notice required under applicable law.

3. The failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified in subparagraph 1 or 2 above, where such failure continues for a period of 30 days (or such other period of time as may be specified in this Lease as to the specific circumstances) after written notice of such failure from Landlord to Tenant. The provisions of any such notice will be in lieu of, and not in addition to, any notice required under applicable law. If the nature of Tenant's default is such that more than 30 days (or such other period of time as may be specified in this Lease as to the specific circumstances) are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant, with Landlord's concurrence, commences such cure within such 30-day period (or such other period of time as may be specified in this Lease as to the specific circumstances) and Tenant diligently prosecutes such cure to completion.
4. (a) The making by Tenant of any general assignment for the benefit of creditors; (b) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within 60 days); (c) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 60 days; or (d) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease where such seizure is not discharged within 60 days.

B. Landlord's Remedies—Termination.

In the event of any default by Tenant, in addition to any other remedies available to Landlord at law or in equity under applicable law, Landlord will have the immediate right and option to terminate this Lease and all rights of Tenant under this Lease. If Landlord elects to terminate this Lease, then to the extent permitted under applicable law Landlord may recover from Tenant: (i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rent loss that Tenant proves could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rent loss that Tenant proves could be reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, results from such failure.

C. Landlord's Remedies—Re-Entry Rights.

In the event of any default by Tenant, in addition to any other remedies available to Landlord under this Lease, at law or in equity, Landlord will also have the right, subject to the terms of applicable law, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere and disposed of at the sole cost and expense of and for the account of Tenant in accordance with the provisions of SECTION TWELVE, paragraph E of this Lease or any other procedures permitted by applicable law. Subject to the terms of applicable law, no entry into the Premises shall be construed as an election to terminate this Lease.

D. Landlord's Remedies—Re-Letting.

In the event of the abandonment of the Premises by Tenant and if Landlord does not elect to terminate this Lease, Landlord may from time to time, without terminating this Lease, either recover all rent as it becomes due or relet the Premises or any part of the Premises on terms and conditions as Landlord in its sole and absolute discretion may deem advisable with the right to make alterations and repairs to the Premises in connection with such reletting. If Landlord elects to relet the Premises, then rents received by Landlord from such reletting will be applied: first, to the payment of any indebtedness other than rent due under this Lease from Tenant to Landlord; second, to the payment of any cost of such reletting; third,

to the payment of the cost of any alterations and repairs to the Premises incurred in connection with such reletting; fourth, to the payment of rent due and unpaid under this Lease; and the residue, if any, will be held by Landlord and applied to payment of future rent as the same may become due and payable under this Lease. Should that portion of such rents received from such reletting during any month, which is applied to the payment of rent under this Lease, be less than the rent payable during that month by Tenant under this Lease, then Tenant agrees to pay such deficiency to Landlord immediately upon demand by Landlord. Such deficiency will be calculated and paid monthly.

E. Landlord's Remedies—Performance for Tenant.

All covenants and agreements to be performed by Tenant under any of the terms of this Lease are to be performed by Tenant at Tenant's sole cost and expense and without any abatement of rent. If Tenant fails to pay any sum of money owed to any party other than Landlord, for which it is liable under this Lease, or if Tenant fails to perform any other act on its part to be performed under this Lease, and such failure continues for 30 days after notice of such failure from Landlord, then Landlord may, without waiving or releasing Tenant from its obligations, but shall not be obligated to, make any such payment or perform any such other act to be made or performed by Tenant. Tenant agrees to reimburse Landlord upon demand for all sums so paid by Landlord and all necessary incidental costs, together with interest at the Interest Rate, from the date of such payment by Landlord until reimbursed by Tenant. This remedy shall be in addition to any other right or remedy of Landlord set forth in this SECTION TWENTY-ONE.

F. Late Payment.

If Tenant fails to pay any installment of rent within 3 days of when due or if Tenant fails to make any other payment for which Tenant is obligated under this Lease within 30 days of when due, such late amount will accrue interest at the Interest Rate and Tenant agrees to pay Landlord as additional rent such interest on such amount from the date such amount becomes due until such amount is paid. In addition, if Tenant fails to pay any installment of rent within 3 days of when due or if Tenant fails to make any other payment for which Tenant is obligated under this Lease within 30 days of when due, Tenant agrees to pay to Landlord concurrently with such late payment amount, as additional rent, a late charge equal to 10% of the amount due to compensate Landlord for the extra costs Landlord will incur as a result of such late payment. The parties agree that (i) it would be impractical and extremely difficult to fix the actual damage Landlord will suffer in the event of Tenant's late payment, (ii) such interest and late charge represents a fair and reasonable estimate of the detriment that Landlord will suffer by reason of late payment by Tenant, and (iii) the payment of interest and late charges are distinct and separate in that the payment of interest is to compensate Landlord for the use of Landlord's money by Tenant, while the payment of late charges is to compensate Landlord for Landlord's processing, administrative and other costs incurred by Landlord as a result of Tenant's delinquent payments. Acceptance of any such interest and late charge will not constitute a waiver of the Tenant's default with respect to the overdue amount, or prevent Landlord from exercising any of the other rights and remedies available to Landlord. If Tenant incurs a late charge more than 2 times in any period of 12 months during the Term, then, notwithstanding that Tenant cures the late payments for which such late charges are imposed, Landlord will have the right to require Tenant subsequently to (i) pay all installments of Monthly Base Rent quarterly in advance for the next 12 months and (ii) submit all payments of Monthly Base Rent via cashier's check or wire transfer. Further, if any check submitted by Tenant is returned by reason of "nonsufficient funds," Tenant shall pay to Landlord an "NSF Fee" at Landlord's standard rate then in effect. Notwithstanding the foregoing, Landlord will not assess a late charge until Landlord has given written notice of such late payment for the first late payment in any 12-month period and after Tenant has not cured such late payment within 10 days from receipt of such notice. No other notices will be required during the following 12 months for a late charge to be incurred.

G. Rights and Remedies Cumulative.

All rights, options and remedies of Landlord contained in this Lease will be construed and held to be cumulative, and no one of them will be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Lease. Nothing in this SECTION TWENTY-ONE will be deemed to limit or otherwise affect Tenant's indemnification of Landlord pursuant to any provision of this Lease.

SECTION TWENTY-TWO. LANDLORD'S DEFAULT

Landlord will not be in default in the performance of any obligation required to be performed by Landlord under this Lease unless Landlord fails to perform such obligation within 30 days after the receipt of written notice from Tenant specifying in detail Landlord's failure to perform; provided, however, that if the nature of Landlord's obligation is such that more than 30 days are required for performance, then Landlord will not be deemed in default if it commences such performance within such 90-day period and diligently pursues the same to completion.

SECTION TWENTY-THREE. ASSIGNMENT AND SUBLETTING

A. Restriction on Transfer.

Except as expressly provided in this SECTION TWENTY-THREE, Tenant will not, either voluntarily or by operation of law, assign or encumber this Lease or any interest in this Lease or sublet the Premises or any part of the Premises, or permit the use or occupancy of the Premises by any party other than Tenant (any such assignment, encumbrance, sublease or the like will sometimes be referred to as a "Transfer"), without the prior written consent of Landlord, which consent Landlord will not unreasonably withhold. It is further understood that any renewal, extension or modification of an existing sublease shall also require Landlord's prior written consent.

B. Corporate and Partnership Transfers.

For purposes of this SECTION TWENTY-THREE, if Tenant is a corporation, partnership or other entity, any transfer, assignment, encumbrance or hypothecation of 50% or more (individually or in the aggregate) of any stock or other ownership interest in such entity, or any transfer, assignment, hypothecation or encumbrance of any controlling ownership or voting interest in such entity, will be deemed a Transfer and will be subject to all of the restrictions and provisions contained in this SECTION TWENTY-THREE. Notwithstanding the foregoing, the immediately preceding sentence will not apply to any transfers of stock of Tenant if Tenant or Tenant's parent company is a publicly-held corporation and such stock is transferred publicly over a recognized security exchange or over-the-counter market.

C. Permitted Controlled Transfers.

Notwithstanding the provisions of this SECTION TWENTY-THREE to the contrary, Tenant may assign this Lease or sublet the Premises or any portion of the Premises (a "Permitted Transfer"), without Landlord's consent, to any parent, subsidiary or affiliate entity which controls, is controlled by or is under

common control with Tenant, or to any entity resulting from a merger or consolidation with Tenant, or to, with respect to partial subleases only, any person or entity acting as a subcontractor or service provider for Tenant, or to any person or entity which acquires substantially all the assets of Tenant's business as a going concern, provided that: (i) at least 90 days prior to such assignment or sublease, Tenant delivers to Landlord the financial statements and other financial and background information of the assignee or sublessee described in paragraph D below; (ii) if an assignment, the assignee assumes, in full, the obligations of Tenant under this Lease (or if a sublease, the sublessee of a portion of the Premises or Term assumes, in full, the obligations of Tenant with respect to such portion); (iii) the financial net worth of the assignee as of the time of the proposed assignment equals or exceeds that of Tenant as of the date of execution of this Lease; (iv) Tenant remains fully liable under this Lease; and (v) the use of the Premises under SECTION SEVEN of this Lease remains materially unchanged.

D. Transfer Notice.

If Tenant desires to effect a Transfer, then at least 30 days prior to the date when Tenant desires the Transfer to be effective (the "Transfer Date"), Tenant shall give Landlord a notice (the "Transfer Notice"), stating the name, address and business of the proposed assignee, sublessee or other transferee (a "Transferee"), reasonable information (including references) concerning the character, ownership, and financial condition of the proposed Transferee, the Transfer Date, any ownership or commercial relationship between Tenant and the proposed Transferee, and the consideration and all other material terms and conditions of the proposed Transfer, all in such detail as Landlord may reasonably require. If Landlord reasonably requests additional detail, the Transfer Notice will not be deemed to have been received until Landlord receives such additional detail, and Landlord may withhold consent to any Transfer until such information is provided to Landlord.

E. Landlord's Options.

Within 10 days of Landlord's receipt of any Transfer Notice, and any additional information requested by Landlord concerning the proposed Transferee's financial responsibility, Landlord will elect to do one of the following: (i) consent to the proposed Transfer; (ii) refuse such consent, which refusal shall be on reasonable grounds including, but not limited to, those set forth in paragraph F below; or (iii) if an assignment or a sublease for over 50% of the Premises for substantially the remaining term of the Lease, terminate this Lease as to all, if an assignment, or such portion of the Premises which is proposed to be sublet and recapture all or such portion of the Premises for reletting by Landlord.

F. Reasonable Disapproval.

Landlord and Tenant acknowledge that Landlord's disapproval of any proposed Transfer pursuant to paragraph E above will be deemed reasonable if based upon any reasonable factor, including, but not limited to, any or all of the following factors: (i) the proposed Transferee is a governmental entity; (ii) the portion of the Premises to be sublet or assigned is irregular in shape with inadequate means of ingress and egress; (iii) the use of the Premises by the Transferee (a) is not permitted by the use provisions of SECTION SEVEN of this Lease, or (b) poses a risk of increased liability to Landlord; (iv) the Transferee does not have the financial capability to fulfill the obligations imposed by the Transfer and this Lease, or (v) the Transferee poses a business or other economic risk which Landlord reasonably deems unacceptable.

G. Additional Conditions.

A condition to Landlord's consent to any Transfer of this Lease will be the delivery to Landlord of a true copy of the fully executed instrument of assignment, sublease, transfer or hypothecation, and, in the case of an assignment, the delivery to Landlord of an agreement executed by the Transferee in form and substance reasonably satisfactory to Landlord, by which the Transferee assumes and agrees to be bound by all of the terms and provisions of this Lease and to perform all of the obligations of Tenant under this Lease. As a condition to granting its consent to any assignment or sublease, Landlord may require that the assignee or sublessee remit directly to Landlord, on a monthly basis, all monies due to Tenant by such assignee or sublessee if Tenant is in monetary default of the Lease. As a condition to Landlord's consent to any sublease, such sublease must provide that it is subject and subordinate to this Lease and to all mortgages; that Landlord may enforce the provisions of the sublease, including collection of rent; that in the event of termination of this Lease for any reason, including but not limited to a voluntary surrender by Tenant, or in the event of any reentry or repossession of the Premises by Landlord, Landlord may, at its option, either (i) terminate the sublease, or (ii) take over all of the right, title and interest of Tenant, as sublessor, under such sublease, in which case such sublessee will attorn to Landlord, but that nevertheless Landlord will not (A) be liable for any previous act or omission of Tenant under such sublease, (B) be subject to any defense or offset previously accrued in favor of the sublessee against Tenant, or (C) be bound by any previous modification of any sublease made without Landlord's written consent, or by any previous prepayment by sublessee of more than one month's rent.

H. Excess Rent.

If Landlord consents to any assignment of this Lease, Tenant agrees to pay to Landlord, as additional rent, all sums and other consideration actually paid to and for the benefit of Tenant by the assignee on account of the assignment, as and when such sums and other consideration are paid by the assignee to or for the benefit of Tenant (or, if Landlord so requires, and without any release of Tenant's liability for the same, Tenant agrees to instruct the assignee to pay such sums and other consideration directly to Landlord). If for any sublease, Tenant receives rent or other consideration, either initially or over the term of the sublease, in excess of the rent fairly allocable to the portion of the Premises which is subleased based on square footage, Tenant agrees to pay to Landlord as additional rent 25% of any excess of each such payment of rent or other consideration received by Tenant promptly after its receipt. In calculating excess rent or other consideration which may be payable to Landlord under this paragraph H, Tenant will be entitled to deduct commercially reasonable third party brokerage commissions and attorneys' fees, tenant improvement construction costs and other amounts reasonably and actually expended by Tenant in connection with such assignment or subletting. Upon request, Tenant will provide reasonable evidence of such expenditures to Landlord.

I. Termination Rights.

If Tenant requests Landlord's consent to any assignment or subletting of all or a portion of the Premises, Landlord will have the right, as provided in paragraph E of this SECTION TWENTY-THREE, to terminate this Lease as to all or such portion of the Premises which is proposed to be sublet or assigned effective as of the date Tenant proposes to sublet or assign all or less than all of the Premises. Landlord's right to terminate this Lease as to less than all of the Premises proposed to be sublet or assigned will not terminate as to any future additional subletting or assignment as a result of Landlord's consent to a subletting of less than all of the Premises or Landlord's failure to exercise its termination right with respect to any subletting or assignment. Landlord will exercise such termination right, if at all, by giving written notice to Tenant within 14 days of receipt by Landlord of the financial responsibility information required by this SECTION TWENTY-THREE. Tenant understands and acknowledges that the option, as provided in this SECTION TWENTY-THREE, to terminate this Lease as to all or such portion of the Premises which is proposed to be sublet or assigned rather than approve the subletting or assignment of all or a portion of the Premises, is a material inducement for Landlord's agreeing to lease the Premises to Tenant upon

the terms and conditions of this Lease. In the event of any such termination with respect to less than all of the Premises, the cost of segregating the recaptured space from the balance of the Premises will be paid by Tenant and Tenant's future monetary obligations under this Lease will be reduced proportionately on a square footage basis to correspond to the balance of the Premises which Tenant continues to lease.

J. No Release.

No Transfer will release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant under this Lease. Landlord may require that any Transferee remit directly to Landlord, on a monthly basis, all monies due Tenant by the Transferee. However, the acceptance of rent by Landlord from any other person will not be deemed to be a waiver by Landlord of any provision of this Lease. Consent by Landlord to one Transfer will not be deemed consent to any subsequent Transfer. In the event of default by any Transferee of Tenant or any successor of Tenant in the performance of any of the terms of this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such Transferee or successor. Landlord may consent to subsequent assignments of this Lease or sublettings or amendments or modifications to this Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent to the same and any such actions will not relieve Tenant of liability under this Lease.

K. Administrative and Attorneys' Fees.

If Tenant effects a Transfer (other than a Permitted Transfer) or requests the consent of Landlord to any Transfer (whether or not such Transfer is consummated), then, upon demand, Tenant agrees to reimburse Landlord any reasonable attorneys' fees incurred by Landlord in connection with such Transfer or request for consent. Reimbursement of Landlord's attorneys' fees will in no event obligate Landlord to consent to any proposed Transfer.

SECTION TWENTY-FOUR. SUBORDINATION

Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, and at the election of Landlord or any mortgagee or beneficiary with a deed of trust encumbering the Premises, or any lessor of a ground or underlying lease with respect to the Premises, this Lease will be subject and subordinate at all times to: (i) all ground leases or underlying leases which may now exist or later be executed affecting the Premises; and (ii) the lien of any mortgage or deed of trust which may now exist or later be executed for which the Premises, or Landlord's interest and estate in any of such items, is specified as security. Notwithstanding the foregoing, Landlord reserves the right to subordinate any such ground leases or underlying leases or any such liens to this Lease. If any such ground lease or underlying lease terminates for any reason or any such mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, at the election of Landlord's successor in interest, Tenant agrees to attorn to and become the tenant of such successor, in which event Tenant's right to possession of the Premises will not be disturbed as long as Tenant is not in default under this Lease. Tenant waives its rights under any law which gives or purports to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant under this Lease in the event of any such foreclosure proceeding or sale. Tenant agrees to execute and deliver, upon demand by Landlord and in the form reasonably required by Landlord, any additional documents evidencing the priority or subordination of this Lease and Tenant's attornment agreement with respect to any such ground lease or underlying leases or the lien of any such mortgage or deed of trust if such subordination

agreement includes a nondisturbance provision. If Tenant fails to sign and return any such documents within 10 days of receipt, Tenant will be in default under this Lease.

SECTION TWENTY-FIVE. ESTOPPEL CERTIFICATE

Within 10 days following any written request which Landlord may make from time to time, Tenant agrees to execute and deliver to Landlord a statement, as may be required by Landlord's lender, certifying: (i) the date of commencement of this Lease; (ii) whether this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, and stating the date and nature of such modifications); (iii) the date to which the rent and other sums payable under this Lease have been paid; (iv) whether there are any known current defaults under this Lease by either Landlord or Tenant; and (v) such other matters reasonably requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this SECTION TWENTY-FIVE may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Premises or any interest in the Premises. Tenant's failure to deliver such statement within such time will be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one month's rent has been paid in advance. Without limiting the foregoing, if Tenant fails to deliver any such statement within such 10-day period, Landlord may deliver to Tenant an additional request for such statement and Tenant's failure to deliver such statement to Landlord within an additional 10 days after delivery of such additional request will constitute a default under this Lease. Tenant agrees to indemnify and protect Landlord from and against any and all claims, damages, losses, liabilities and expenses (including attorneys' fees and costs) attributable to any failure by Tenant to timely deliver any such estoppel certificate to Landlord as required by this SECTION TWENTY-FIVE.

SECTION TWENTY-SIX. EASEMENTS

Landlord reserves to itself the right, from time to time, to grant such easements, rights and dedications that Landlord deems necessary or desirable, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Tenant. Tenant shall sign any of such documents upon request of Landlord and failure to do so shall constitute a material breach of this Lease.

SECTION TWENTY-SEVEN. RULES AND REGULATIONS

Tenant agrees to faithfully observe and comply with the Landlord's rules and regulations for the Premises (the "Rules and Regulations"), if applicable, a copy of which is attached to and by this reference incorporated in this Lease.

SECTION TWENTY-EIGHT. MODIFICATION AND CURE RIGHTS OF LANDLORD'S MORTGAGEES AND LESSORS

If, in connection with Landlord's obtaining or entering into any financing or ground lease affecting the Premises, the lender or ground lessor requests modifications to this Lease, Tenant, within 10 days after request for such modifications, agrees to execute an amendment to this Lease incorporating such modifications, provided such modifications are reasonable and do not increase the obligations of Tenant under this Lease or adversely affect the leasehold estate created by this Lease. In the event of any default on the part of Landlord, Tenant will give notice by registered or certified mail to any beneficiary of a deed of trust or mortgage covering the Premises or ground lessor of Landlord whose address has been furnished to Tenant, and Tenant agrees to offer such beneficiary, mortgagee or ground lessor a reasonable opportunity to cure the default (including with respect to any such beneficiary or mortgagee, time to obtain possession of the Premises, subject to this Lease and Tenant's rights under this Lease, by power of sale or a judicial foreclosure, if such should prove necessary to effect a cure).

SECTION TWENTY-NINE. DEFINITION OF LANDLORD

The term "Landlord," as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, means and includes only the owner or owners, at the time in question, of the fee title of the Premises or the lessees under any ground lease, if any. In the event of any transfer, assignment or other conveyance or transfers of any such title (other than a transfer for security purposes only), the Landlord named in this Lease (and in case of any subsequent transfers or conveyances, the then grantor) will be automatically relieved from and after the date of such transfer, assignment or conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease subsequently to be performed, so long as the transferee assumes in writing all such covenants and obligations of Landlord arising after the date of such transfer. Landlord and Landlord's transferees and assignees have the absolute right to transfer all or any portion of their respective title and interest in the Premises or this Lease without the consent of Tenant, and such transfer or subsequent transfer will not be deemed a violation on Landlord's part of any of the terms and conditions of this Lease.

SECTION THIRTY. NO WAIVER

The waiver by either party of any breach of any term, covenant or condition of this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition of this Lease, nor will any custom or practice which may develop between the parties in the administration of the terms of this Lease be deemed a waiver of or in any way affect the right of either party to insist upon performance in strict accordance with such terms. The subsequent acceptance of rent or any other payment under this Lease by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No acceptance by Landlord of a lesser sum than the basic rent and additional rent or other sum then due will be deemed to be other than on account of the earliest installment of such rent or other amount due, nor will any endorsement or statement on any check or any letter accompanying any check be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or other amount or pursue any other remedy provided in this Lease. The consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval will not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

**SECTION THIRTY-ONE.
PARKING**

So long as this Lease is in effect and provided Tenant is not in default under this Lease, and so long as Tenant leases the entire Building, Tenant shall have the right to use all parking areas for the Building. Landlord reserves the right from time to time to modify or adopt reasonable and nondiscriminatory rules and regulations for the parking areas as it deems reasonably necessary for the operation of the parking areas.

**SECTION THIRTY-TWO.
FORCE MAJEURE**

If either Landlord or Tenant is delayed, hindered in or prevented from the performance of any act required under this Lease by reason of strikes, lock-outs, labor troubles, inability to procure standard materials, failure of power, restrictive governmental laws, regulations or orders or governmental action or inaction (including failure, refusal or delay in issuing permits, approvals or authorizations which is not the result of the action or inaction of the party claiming such delay), riots, civil unrest or insurrection, war, fire, earthquake, flood or other natural disaster, unusual and unforeseeable delay which results from an interruption of any public utilities (e.g., electricity, gas, water, telephone) or other unusual and unforeseeable delay not within the reasonable control of the party delayed in performing work or doing acts required under the provisions of this Lease, then performance of such act will be excused for the period of the delay and the period for the performance of any such act will be extended for a period equivalent to the period of such delay. The provisions of this SECTION THIRTY-TWO will not operate to excuse Tenant from prompt payment of rent or any other payments required under the provisions of this Lease.

**SECTION THIRTY-THREE.
EXTERIOR SIGNAGE**

Subject to the approval of all applicable governmental and quasi-governmental entities and applicable covenants, conditions and restrictions, and subject to all Legal Requirements and the terms of this Lease, Landlord grants Tenant the right to install and maintain one exterior sign on the Building bearing Tenant's name (the "Exterior Signage"). The design, size, specifications, graphics, materials, manner of affixing, exact location, colors and lighting (if applicable) of the Exterior Signage shall be (i) consistent with the quality and appearance of the Building, and (ii) subject to the approval of all applicable governmental authorities, and Landlord's approval (which shall not be unreasonably withheld, conditioned or delayed). Tenant shall install, maintain and repair the Exterior Signage at Tenant's sole cost and expense. Further, Tenant's signage rights shall be conditioned upon this Lease being in fully force and effect, and Tenant or its permitted assignees leasing the entire Building pursuant to the terms of this Lease. Upon the expiration or sooner termination of this Lease, or upon the earlier termination of Tenant's signage right under this SECTION THIRTY-THREE, Tenant shall, at its sole cost and expense, remove the Exterior Signage from the Building and repair all damage to the Building resulting from such removal and restore the affected area to its original condition existing prior to the installation of such Exterior Signage. If Tenant fails to complete such removal and repair any damage caused by the removal of the Exterior Signage, Landlord shall have the right to do so, and Tenant shall reimburse Landlord for the reasonable costs of such removal and repair. Subject to the prior written approval of Landlord, which approval will not be unreasonably withheld, and Tenant obtaining any necessary permits or approvals from governmental authorities, Tenant shall also have the right to install other exterior signage, including directional signage.

SECTION THIRTY-FOUR. LIMITATION ON LIABILITY

In consideration of the benefits accruing under this Lease, Tenant on behalf of itself and all successors and assigns of Tenant agrees that, in the event of any actual or alleged failure, breach or default under this Lease by Landlord: (a) tenant's recourse against Landlord for monetary damages will be limited to Landlord's interest in the Premises including, subject to the prior rights of any Mortgagee, Landlord's interest in the rents of the Premises and any insurance proceeds payable to Landlord; (b) except as may be necessary to secure jurisdiction of Landlord, no member or partner of Landlord shall be sued or named as a party in any suit or action and no service of process shall be made against any member or partner of Landlord; (c) no member or partner of Landlord shall be required to answer or otherwise plead to any service of process; (d) no judgment will be taken against any member or partner of Landlord and any judgment taken against any member or partner of Landlord may be vacated and set aside at any time after the fact; (e) no writ of execution will be levied against the assets of any member or partner of Landlord; (f) the obligations under this Lease do not constitute personal obligations of the individual members, partners, directors, officers or shareholders of Landlord, and Tenant shall not seek recourse against the individual members, partners, directors, officers or shareholders of Landlord or any of their personal assets for satisfaction of any liability in respect to this Lease; and (g) these covenants and agreements are enforceable both by Landlord and also by any member or partner of Landlord.

SECTION THIRTY-FIVE. QUIET ENJOYMENT

Landlord agrees with Tenant that upon Tenant paying the rent required under this Lease and paying all other charges and performing all of the covenants and provisions on Tenant's part to be observed and performed under this Lease, Tenant may peaceably and quietly have, hold and enjoy the Premises in accordance with this Lease without hindrance or molestation by Landlord or its agents.

SECTION THIRTY-SIX. MISCELLANEOUS

A. Access.

Subject to Legal Requirements and SECTION THIRTY-TWO of this Lease, Tenant and its employees shall have access to the Premises seven days per week, 24 hours a day, 365 days a year.

B. Governing Law.

This Lease shall be governed by and construed solely pursuant to the laws of Colorado, without giving effect to its choice of law principles.

C. Binding Effect.

Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties to this Lease and their respective successors and assigns.

D. Professional Fees and Costs.

If either Landlord or Tenant should bring suit against the other with respect to this Lease, then all costs and expenses, including but not limited to actual professional fees and costs such as appraisers', accountants' and attorneys' fees and costs, incurred by the party which prevails in such action, whether by final judgment or out-of-court settlement, shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment. As used in this Lease, attorneys' fees and costs shall include, but not be limited to, attorneys' fees, costs and expenses incurred in connection with any (i) post judgment motions; (ii) contempt proceedings; (iii) garnishment, levy, and debtor and third-party examination; (iv) discovery; and (v) bankruptcy litigation.

E. Terms and Headings.

The words "Landlord" and "Tenant" as used in this Lease shall include the plural as well as the singular. Words used in any gender include other genders. The section and paragraph headings of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

F. Time of the Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

G. Entire Agreement; Amendment.

This Lease with its incorporated exhibits, riders and attachments constitutes and is intended by the parties to be a final, complete and exclusive statement of their entire agreement with respect to the subject matter of this Lease. This Lease supersedes any and all prior and contemporaneous agreements and understandings of any kind relating to the subject matter of this Lease. There are no other agreements, understandings, representations, warranties, or statements, either oral or in written form, concerning the subject matter of this Lease. No alteration, modification, amendment or interpretation of this Lease shall be binding on the parties unless contained in a writing which is signed by both parties.

H. Severability.

The provisions of this Lease shall be considered severable such that if any provision or part of this Lease is ever held to be invalid, void or illegal under any law or ruling, all remaining provisions of this Lease shall remain in full force and effect to the maximum extent permitted by law.

I. Recording.

Neither Landlord nor Tenant shall record this Lease nor a short form memorandum of this Lease without the consent of the other party.

J. Counterparts; Electronic Delivery.

This Lease may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement. The parties may exchange counterpart signatures by facsimile or electronic transmission and the same shall constitute delivery of this Lease with respect to the delivering party. If a variation or discrepancy among counterparts occurs, the copy of this Lease in Landlord's possession shall control.

K. Nondisclosure of Lease Terms.

Tenant acknowledges and agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord. Disclosure of the terms could adversely affect the ability of Landlord to negotiate other leases and impair Landlord's relationship with other tenants. Accordingly, Tenant agrees that it, and its partners, officers, directors, employees, agents and attorneys, shall not intentionally and voluntarily disclose the terms and conditions of this Lease to any newspaper, publication, or other news media or any other tenant or apparent prospective tenant of the Building or other portion of the Premises, or real estate agent, either directly or indirectly, without the prior written consent of Landlord; provided, however, that Tenant may disclose the terms to prospective subtenants or assignees under this Lease.

**SECTION THIRTY-SEVEN.
EXECUTION OF LEASE**

A. Joint and Several Obligations.

If more than one person executes this Lease as Tenant, their execution of this Lease will constitute their covenant and agreement that (i) each of them is jointly and severally liable for the keeping, observing and performing of all of the terms, covenants, conditions, provisions and agreements of this Lease to be kept, observed and performed by Tenant, and (ii) the term "Tenant" as used in this Lease means and includes each of them jointly and severally. The act of or notice from, or notice or refund to, or the signature of any one or more of them, with respect to the tenancy of this Lease, including, but not limited to, any renewal, extension, expiration, termination or modification of this Lease, will be binding upon each and all of the persons executing this Lease as Tenant with the same force and effect as if each and all of them had so acted or so given or received such notice or refund or so signed.

B. Tenant as Corporation or Partnership.

If Tenant executes this Lease as a corporation or partnership, then Tenant and the persons executing this Lease on behalf of Tenant represent and warrant that such entity is duly qualified and in good standing to do business in the State in which the Premises are located, and that the individuals executing this Lease on Tenant's behalf are duly authorized to execute and deliver this Lease on its behalf, and in the case of a corporation, in accordance with a duly adopted resolution of the board of directors of Tenant, a copy of which is to be delivered to Landlord on execution of this Lease, if requested by Landlord, and in accordance with the bylaws of Tenant, and, in the case of a partnership, in accordance with the partnership agreement and the most current amendments to such partnership agreement, if any, copies

of which are to be delivered to Landlord on execution of this Lease, if requested by Landlord, and that this Lease is binding upon Tenant in accordance with its terms.

C. Examination of Lease.

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant, and Landlord's lender holding a lien with respect to the Building has approved this Lease and the terms and conditions of this Lease.

The parties have executed this Lease Agreement at *Salida, Colorado* the day and year first set forth above.

AMICAS PIZZA, MICROBREWS & MORE, INC.

By: 
Whitney McGovern

GRAYSTONE ROADHOUSE LLC

In consideration for Landlord leasing the leased premises to Tenant, the undersigned Guarantor guarantees

Tenant's performance under the above-referenced lease.

By: 
Eleazar De Jesus Velazquez

By: 
Eleazar De Jesus Velazquez, Guarantor

Maria Esther Torres Navarro
Maria Esther Torres Navarro

Maria Esther Torres Navarro
Maria Esther Torres Navarro, Guarantor



City Council Action Form

Department Administration	Presented By Russ Johnson - Police Chief Kristi Keller - City Clerk	Date March 17, 2026
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Agenda Item

City Council, as the Local Licensing Authority, to review, and potentially issue an Order to Show Cause and schedule public hearing relating to the Retail Liquor Store liquor license for Nine Stripes LLC dba Arlie Dale’s Jug Liquor located at 220 North F Street.

Background

A local licensing authority may, on its own motion or on complaint, suspend or revoke a liquor license or fine a licensee whenever the licensee (or agent, servant or employee) violates any provisions of the Liquor Code, violates a rule or regulation authorized by the Liquor Code, or violates a term, condition, or provision of the license issued by the City Council after investigation and public hearing at which the licensee shall be afforded an opportunity to be heard. See S.M.C. 6-1-90 and C.R.S. 44-3-601.

The Code of Colorado Regulations, Liquor and Tobacco Enforcement Division, 1 CCR 203.2, Regulation 47-900, establishes the Conduct of Establishment whereby each person who holds a liquor license has to ensure the following on the licensed premises:

- Conduct the licensed premises in a decent, orderly, and respectable manner;
- Shall not serve a known habitual drunkard or any person who displays any visible signs of intoxication;
- Shall not permit a known habitual drunkard or any person who displays any visible signs of intoxication to remain on the licensed premises without an acceptable purpose;
- Shall not permit the licensee, employee, or agent to knowingly permit any activity or acts of disorderly conduct as defined and provided for in C.R.S. 18-9-106;
- Shall not permit rowdiness, undue noise, or other disturbances or activity offensive to the scenes of the average citizen, or to residents of the neighborhood in which the licensed establishment is located.

On March 5, 2026, City Council received several complaints forwarded to them by the City Clerk as it relates to the conduct of the owner and other patrons at the Jug Liquor Store located at 220 North F Street. One complaint was in the form of a Google review left by a patron of the store; another complaint was submitted by a community member after an altercation at the store by the owner; and the third complaint was submitted by the Salida Police Department as it relates to the same altercation.

Recommendation

Following the discussion on the matter, and after considering all documentation and evidence in the record, a Salida Local Liquor Licensing Authority (“Authority”) member should make a motion to either approve or deny the issuance of an Order to Show Cause for the Retail Liquor License for Nine Stripes LLC dba Arlie Dale’s Liquor located at 220 North F Street held by the licensee, Mr. Chad Thornton. If the Order to Show Cause is approved, the Authority shall set the matter for a public hearing at the City Council meeting set on April 7, 2026, so the licensee has an opportunity to be heard.

Fiscal Impact

Motion

A City Councilmember should state “I move to _____ the issuance of an Order to Show Cause for the Retail Liquor Store liquor license for Nine Stripes LLC dba Arlie Dale’s Jug Liquor located at 220 North F Street and to schedule a public hearing on April 7, 2026”, followed by a second and a roll call vote.



448 E. 1st Street, Suite 274
Salida, CO 81201
Phone (719) 539-6880
Fax (719) 530-0328

03/05/2026

To: Mayor Justin Critelli
Cc: Salida City Council

Re: Liquor License Violation

Mayor and Council, I am writing this to inform you of some very concerning issues that have been occurring at the Jug Liquor, located at 220 N. F St. When the liquor license was in the process of being transferred to Chad Thornton, Salida PD brought up concerns based on the Criminal History of the applicant. Salida City Council, the Local Licensing Authority, held a hearing and issued a liquor license to Mr. Thornton.

Over the last several months, we have had multiple complaints about this business. All of the complaints have been directly related to the licensee, Chad Thornton or have occurred while Mr. Thornton was in the store. Below I have included a google review from an incident that occurred two weeks ago. We never received a formal complaint at the PD about this, but the behavior indicates a trend at the establishment, and Salida PD is well aware of the "Vic" that is mentioned in the complaint who frequents the store on a very regular basis.

"DANGEROUS! Was stalked & assaulted by the owner's friend in this store at 4pm on a Wednesday. As the business owner he should have told his friend to leave his customers alone & asked him to leave when he followed me around the store but he didn't and the man, Vic, blocked my exit and grabbed me by the waist without my consent.

I was just picking up a 6-pack to pair with chili after work at Jug's on F St. This guy, Vic(5'8-10, big gut, bald/wears a baseball hat, late 40s-50s, caucasian), who had been hanging out with the owner when I walked in, everyone seemed drunk and I didn't think much of it. I gave everyone space, took the long way around the store and when I went to the beer cooler this guy's friend (Vic) was blocking it and staring at me saying things I couldn't understand. I politely asked him if he needs to get by he says something about calories and doesn't move. I grab an accessible 6-pack and go to the counter to check out. This man goes outside the store and holds open the front door while I'm checking out. At this point I'm feeling something is off and it's more than just some friends having a few drinks at the end of the day. I tried talking to the owner and his fellow coworker about my dog they've met, work, etc. until this drunk predatory man leaves but this guy just held the door open & blocked my exit for like 5 mins. I needed to get home, so I went to leave and walk around him and he grabs my waist! Owner says "Vic don't do that" but doesn't move from his spot behind the register, I say "don't touch me" and ran to my bike and go down the street, I turn around to see the liquor store owner with his arm around this guy in a partial hug. I seemed to be the only sober person in the store as everyone's eyes were glazed & speech slurred. Truly horrifying experience and I've been going to Jug's for years. I've talked to a few people around town and this doesn't seem like a one off scenario at this shop.

Russ Johnson, Chief of Police



CACAP Professional
Standards Compliance



448 E. 1st Street, Suite 274
Salida, CO 81201
Phone (719) 539-6880
Fax (719) 530-0328

Don't support this business. They support predators and should be shutdown. This is suppose to be a nice liquor store in a central location but apparently they think a woman being assaulted in their store is fine behavior. Do better.”

In a separate incident, Mr. Thornton was arrested on 02/28/2026. During this incident, Mr. Thornton was heavily intoxicated while working at the liquor store. He approached a male that was on the sidewalk between the Soggy Surfer and Jug Liquor getting a drink of water. The male subject turned around and grabbed his fishing pole. At that time, Mr. Thornton approached him screaming about the USA being at war. Mr. Thornton got really close to the male and grabbed him by the collar of his shirt. Mr. Thornton began to call him names like "bitch and faggot." The male subject was shaken up by Mr. Thornton grabbing him by the shirt and calling him names. The male subject stepped away from him and attempted to walk across the street at the crosswalk. Mr. Thornton followed him continually yelling and calling him names before the police arrived.

While driving to the Jail, Mr. Thornton continued to say, "You can't arrest me, all I did was call him a bitch and fag." Mr. Thornton repeated this approximately 10-15 times in the three-minute drive to the Jail. Once at the jail his PBT was 0.192. To put that in perspective Colorado only requires .050 to be charged with DWAI. Mr. Thornton was fully in care and control of the liquor store as the only employee working during this event. It was also only 3:00 PM at the time of the incident. This level of intoxication is very concerning for anyone to be at, especially if you are operating liquor establishment.

I am writing this as a formal complaint about Arlie Dale's Jug Liquor. I am requesting that the Salida City Council, the Local Licensing Authority, hold a compliance review of the liquor license. This type of behavior and level of intoxication while operating a liquor establishment cannot be tolerated in this community. It clearly puts the safety of our citizens and guests at risk. I request council orders a suspension or termination of this liquor license immediately.

I have included the police report from the incident above and a formal letter of complaint from the victim in this case.

Thanks,

Chief Russell Johnson
Salida Police Department



City Council Action Form

Department Administration	Presented By Christy Doon - City Administrator	Date March 17, 2026
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Agenda Item

Gain direction from City Council regarding purchasing fireworks for 4th of July and the Parade of Lights

Background

Per local government budget law, a municipality must budget for revenues and expenditures, in order to purchase an item or complete an activity. During the 2026 Budget discussion, Council approved a budget that included a line item for \$25,000 in revenue to be offset by \$25,000 expenditure for fireworks. In addition, the City Council requested Staff work with community partners to raise the funds for the two annual fireworks shows.

The Chaffee County Community Foundation, working in partnership with the City of Salida, the Salida Community Center, High Country Bank, and dedicated volunteers, is building a sustainable, community-led model to keep these celebrations going strong. Because fireworks must be ordered well in advance and safety coordination requires long-term planning, ongoing community support is essential. The Salida Fireworks Community fund has been established as a repository for the funds raised locally, through on-line donations and various boots in local businesses. The Salida Community Center has taken a strong lead in supporting this effort.

As of March 9, \$6,199.62 has been raised.

In order to receive the fireworks in time for the 4th of July, the order must be placed by March 20th. Staff would like to order both displays to save some on shipping. The total cost is approximately \$35,000.

Recommendation

Staff requests Council provide direction regarding the purchase of fireworks.

Fiscal Impact

If the City proceeds with ordering the fireworks and sufficient community donations are not received, the City's budget reserves could be reduced by up to \$28,800 (\$35,000-\$6,200 raised to date).

Budget rules do allow flexibility to reprioritize spending during the year, provided the total General Fund budget is not exceeded. The potential \$28,800 cost represents approximately 0.2% of the General Fund budget and may be offset by savings in other line items as the year progresses.

If sufficient offsetting savings or revenues are not realized, a budget amendment later in the year may be required to accommodate the additional expenditure.

Motion

A City Councilmember could state, "I move to direct staff to order fireworks for the two 2026 shows and amend the budget as necessary", followed by a second and a roll call vote.



City Council Action Form

Department Community Development	Presented By Kristen Hodges - Senior Planner	Date March 17, 2026
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Agenda Item

Resolution 2026-10: A Resolution of the City Council for the City of Salida, Colorado approving Citizen appointments to the Historic Preservation Commission

Background

The Historic Preservation Commission (HPC) is made up of 5 members appointed by majority of the City Council. The term of HPC members is three years and there is no limitation on successive or total terms. Currently, five positions are filled, and one member's term is near expiration: Ryan Short on March 21, 2026. Advertisements and postings for openings regarding city boards and commissions were distributed over the last couple of months with a final deadline of February 9, 2026. Three applications were received including those from two citizens, Stephanie Hileman and Ardith Phillips, and one from current HPC member Ryan Short. The selection committee was comprised of HPC Chair Keith Krebs, Councilmember Shelley Shreiner, and Senior Planner Kristen Hodges.

The current makeup of the Commission is as follows:

<u>Member</u>	<u>Term Expires</u>
Keith Krebs, Chair	05/20/2028
Patrick Regan	05/20/2028
Ryan Short	03/21/2026
Lucy Schubert	10/17/2026
Bob Campbell	10/17/2026

Recommendation

The selection committee recommends that City Council reappoint Ryan Short to the Historic Preservation Commission with the standard term of three years.

Fiscal Impact

There is no fiscal impact.

Motion

A City Councilmember should state "I move to _____ Resolution 2026-10 a resolution of the City Council for the City of Salida, Colorado approving the following appointments to the Historic Preservation Commission," (per below) followed by a second and a roll call vote:

1. Ryan Short, Historic Preservation Commission member, term to expire March 17, 2029.

Attachments: Interview Questions

Applicant Name: _____

Date: _____

1. What motivated you to apply for the Historic Preservation Commission, and what do you see as its primary role in the community?
2. Have you attended or watched any HPC meetings, in Salida or otherwise?
3. Are you familiar with Salida’s Historic Preservation code sections or the Design Guidelines?
4. HPC decisions can require reviewing plans, guidelines, and historical documentation in advance. What special skills and/or experience do you have that would give you insight into evaluating proposals?
5. What is your philosophy regarding balancing protection of historic character with property owners’ rights and evolving community needs?
6. If an applicant proposed alterations to a designated historic structure that technically met code but conflicted with established design guidelines, how would you approach that decision?
7. How would you handle a situation where neighbors strongly opposed a project that technically met preservation standards?
8. What other work or volunteer commitments do you have? Given that, would you be able to dedicate time to prepare for and attend in-person commission meetings, works sessions and special assignments?
9. Anything else we should know that would assist us with our recommendation to Council?

Understanding of Preservation Purpose & Legal Framework: _____ / 5

Application of Review Standards & Decision-Making: _____ / 5

Communication, Collaboration & Public Hearing Conduct: _____ / 5

Ethics, Integrity & Commitment: _____ / 5

Total: _____ / 20

**City of Salida, Colorado
Resolution No. 10
Series of 2026**

A Resolution of the City Council of the City of Salida, Colorado, Approving Citizen Appointments to the Historic Preservation Commission Pursuant to Section 2-7-10 of the Salida Municipal Code

WHEREAS, in accordance with Section 2-7-10 of the Salida City Code, as amended, the City Council shall select and appoint person(s) to serve as members of the City of Salida Historic Preservation Commission; and

WHEREAS, Ryan Short's term will expire on March 21, 2026, and he wishes to serve another term on the Historic Preservation Commission; and

WHEREAS, the City Council appreciates the service these members of the community who are devoted to bettering Salida through participation on the Historic Preservation Commission; and

WHEREAS, in accordance with Section 2-7-10 of the Salida City Code, as amended, 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 the following individuals to serve on the Historic Preservation Commission in the following capacity and term:
 - a. Ryan Short, Historic Preservation Commission member, term to expire March 17, 2029

Resolved, Approved and Adopted this 17th day of March, 2026.

City of Salida, Colorado

By _____

Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk



City Council Action Form

Department Administration	Presented By Sara Law - Sustainability Coordinator/PIO	Date March 17, 2026
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Agenda Item

Resolution 2026-11- A Resolution of the City Council of the City of Salida, Colorado, Amending the 2026 Fee Schedules and Establishing the Dates of the F Street Closure.

Background

In November 2025, 63% of Salida voters approved a ballot measure directing the City to “restrict vehicular traffic on F Street from Sackett Street south to the mid-200 block for a period specified by the City Council, from a date certain in May through a date certain in September, for the years 2026, 2027, and 2028”.

With the passage of this measure and direction from Council, City staff are moving forward with the seasonal closure and associated Parklet Program that allows downtown businesses to expand into the public right-of-way in a safe and structured manner.

For the 2026 season, staff propose that the program operate from May 21, 2026 through September 22, 2026.

The City of Salida Parklet Program allows local businesses to thoughtfully expand their footprint into the public right-of-way to create vibrant, pedestrian-friendly spaces that support downtown vitality while maintaining accessibility and safety for all users.

Through the program, businesses may apply for one of the following expansion options:

1. Sidewalk Expansion Only
Businesses may extend up to five feet onto the sidewalk, provided that required pedestrian clearances are maintained.
2. Sidewalk + Parking Space Expansion
Businesses may extend five feet onto the sidewalk and 8.5 feet into the roadway (the width of one standard parking space), with an additional five feet beyond the platform for easily movable elements such as planters, flowers, or decorative features.
3. Parking Space Only
Businesses may utilize a single 8.5-foot-wide parking space for a parklet structure, with an additional five feet for movable elements.

Businesses with liquor licenses can expand their licensed premises into the parklet area through a Temporary Modification of Premises through both the City and the State.

As the Fee schedule is being amended, the Community Development Department wanted to include some minor amendments that accounts for new landscaping requirements that specify the number of shrubs required and provides the applicant with an opportunity to get their certificate of occupancy during non-planting months. They'll get their deposit(s) back once they have planted and been inspected.

Recommendation

Staff recommends that City Council authorize the 2026 seasonal closure of F Street from Sackett Street south to the mid-200 block from May 21, 2026 through September 22, 2026, consistent with the voter-approved ballot measure.

Staff further recommends approval of the amended Fee Schedule. The proposed \$50 annual permit fee or \$100 three-year permit option, along with the \$50 per year liquor modification fee, are intended to provide a reasonable mechanism to offset staff time associated with reviewing applications, coordinating with departments, and administering the program, costs that were previously absorbed by the City without compensation.

Approval of this program will allow businesses to responsibly expand into the public right-of-way in a manner that supports downtown economic activity while maintaining ADA accessibility, pedestrian safety, and clear design standards. Staff will continue to monitor the program throughout the season and provide updates to Council as needed.

Fiscal Impact

These fees are designed to create a reasonable cost recovery mechanism for staff time while still keeping participation accessible for local businesses.

Motion

A City Councilmember should state "I move to _____ Resolution 2026-11 A Resolution of the City Council of the City of Salida, Colorado, Amending the 2026 Fee Schedules", followed by a second and a roll call vote.

**City of Salida, Colorado
Resolution No. 11
Series of 2026**

A Resolution of the City Council of the City of Salida, Colorado, Amending the 2026 Fee Schedules and Establishing the Dates of the F Street Closure.

WHEREAS, the Salida Municipal Code (“Code”) establishes rules and regulations for the operations of the City of Salida (“City”) and provides for the establishment of fees for various City services throughout the Code; and

WHEREAS, the City relies upon fees to provide many services to its customers and citizens; and

WHEREAS, fees associated with the services provided by the City require adjustment from time to time to account for the increase in the costs to provide such services, as well as for the implementation of new services and regulations, or applicable amendments to the Code; and

WHEREAS, on December 16th, 2025, the City Council adopted the 2026 Fee Schedules via City Resolution No. 2025-56; and;

WHEREAS, with the closure of F Street and the staff time needed to assess and review Revocable License and Encroachment Permits and Liquor License Permits, an update in permit fee scheduled is needed; and;

WHEREAS, the City Council establishes the dates of the F street closure, from Sackett Street South to the mid-200 block, from May 21st, 2026 through September 22nd, 2026.

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

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.
2. This resolution and accompanying amended Fee Schedules are intended to supersede all previous fee schedules adopted by Council.
3. Effective upon approval, the City hereby adopts the amended 2026 Fee Scheduled (attached hereto as Exhibit A)

Resolved, Approved and Adopted this 17th day of March, 2026.

City of Salida, Colorado

By _____

Mayor

[SEAL]

[ATTEST] _____
City Clerk/Deputy City Clerk



Fees and Charges for Community Development Services

TYPE OF APPLICATION	FEE
Ordinance Amendments	
Rezoning (Other than to a Planned Development Overlay) ²	\$1,500
Rezoning to a Planned Development Overlay ²	\$3,000
Substantial Modification to a Planned Development ²	\$1,500
Insubstantial Modification to a Planned Development	\$500
Citizen-Initiated Code Text Amendment ²	\$2,000
Annexation ²	\$3,000
Development Permits and Approvals	
Minor Site Plan Review	\$300
Small Cell Facility - Eligible Facilities Request (i.e. collocated with an existing facility)	\$500 per application for up to five (5) facilities, plus \$100 for each additional facility beyond five (5)
Wireless Communications Facility, excluding Small Cell Facility ²	\$2000/facility
Major Site Plan Review ²	\$1,500
Conditional Use Permit (Site Plan Required) ²	\$1,500
Conditional Use Permit (No Site Plan Required) ²	\$750
Change of Use	\$100
Grading/Tree Disturbance Permit	\$100
Large-Scale Development Addition/Modification	\$750
Subdivision Approvals	
Lot Line Adjustment/Elimination, Duplex Conversion, Plat amendment (<10 lots), Insubstantial Change/Corrections to Approved Plat	\$350
Minor Subdivision ²	\$750
Major Subdivision - Preliminary Plat ²	\$1500 + \$75/Lot
Major Subdivision - Final Plat ² (with public dedication/improvements)	\$750
Major Subdivision - Final Plat ² (w/out public dedication/ improvements)	\$500
Condominium Plat	\$250 + \$50/Unit
Vacation of Plat, Right-of-Way, or Public Easement ²	\$1,000
Flexibility and Relief	
Minor Modification Review	\$500
Variance ²	\$1,000
Appeals ²	Cost of Original Application
Other Application Types (unless specified below)	
Building Permit (Commercial & Multi-family)	20% of Building Dept or \$100 Minimum
Building Permit (Residential)	20% of Building Dept or \$50 Minimum
Building Permit Plan Change	Commercial & Multi-Family \$100 Residential \$25
Demolition Permit (When Public Works Sign-Off is Required)	Commercial & Multi-Family \$50 Residential \$25
Sign Permit	\$50
Comprehensive Sign Permit	\$100
Creative Sign	\$250
Floodplain Development Permit	\$250
Outdoor Vendor Permit	3-Day \$25 (Private Property Only)
	10-Day \$50
	45-Day \$100
	180-Day \$200
	365-Day \$400
Short-Term Rental Business License- New Administrative Review	\$200
Minor Certificate of Approval (Historic District)	\$200
Major Certificate of Approval ² (Historic District)	\$500
Designation of a Historic Landmark, District or Site ²	\$1,000
Optional PC/CC Joint Work Session Conceptual Review	\$350
Pre-Annexation Agreement ²	\$500
Pre-Application Meeting: Planning Staff Only ³	\$75/hour
Pre-Application Meeting: Multidepartment ³	\$150/hour
Zoning Verification Letter	\$50
Re-Inspection for Certificate of Occupancy	\$50
Fee-In-Lieu of Open Space Dedication & Development: Lots/Condos Approved Prior to 12/22/25	\$10,000 / Principal Dwelling Unit
Fee-In-Lieu of Open Space Dedication & Development: Applicable Approvals On or After 12/22/25	See 16-4-110(e)
Business Occupier Parking Fee in lieu for MD District	\$5000/required parking space or \$750 a space/year for 10 years
Fee in Lieu of Fair Contributions to Public School Sites	Single-Family Detached: \$569
	Single-Family Attached: \$480
	Multi-Family Unit/ADU: \$212
Sidewalk Construction Fee in Lieu	\$55/LF
Tree/Shrub Landscaping Deposit Deposit (November-April)	\$500/tree; \$100/required shrub
Revocable License and Encroachment Permit for Use of Public Right-of-way or Public Property or Public Space	\$50 per year OR \$100 for 3 year approval

- Any application may incur the cost of one or more of the above-listed items.
- In the event the City must retain professional services to process or evaluate an application, the applicant shall bear the costs for review, including consultants and attorney review time. A deposit of 2x the application fee to cover the reasonable anticipated costs for publication of notice, recording fees/electronic copies and outside professional services shall be required from the applicant at the time of the application. Any balance of the deposit remaining after completion of the review shall be refunded. If the deposit is insufficient for the costs incurred, the Applicant shall pay the additional amounts within fifteen (15) days of invoice.
- Projects utilizing 16-8-80 Expedited Review for Exemplary Affordable Housing are exempt from Pre-Application Meeting fees.



Inclusionary Housing In-Lieu Fees:

Inclusionary housing requirements apply to Annexations, Planned Developments, Minor and Major Subdivisions, Condominium Plats, Duplex Conversion Subdivisions, and Multi-Family rental projects of five (5) or more units. The in-lieu fee option is only available for the fractional portion above the number of inclusionary housing units required to be built and deed-restricted in a development, and where the total number of proposed units or lots in a development is five (5) or fewer.

If an applicant opts to pay an in-lieu fee to satisfy the inclusionary housing requirement as permitted by Sec. 16-9-40 of the Salida Municipal Code, the fees shall be calculated as described here and based upon the date of building permit application submittal.

(a) The in-lieu fee for each for-sale unit within the applicable development shall be:

\$13.98 per square foot of the principal unit (excluding garages), which equates to the following amounts applicable to projects or to the fractional remainder based on unit/lot count:

5 new units/lots created, or remainder of 5 = .9 FIL/SF = \$12.58 / SF for each unit
4 new units/lots created, or remainder of 4 = .8 FIL/SF = \$11.18 / SF for each unit
3 new units/lots created, or remainder of 3 = .7 FIL/SF = \$9.79 / SF for each unit
2 new units/lots created, or remainder of 2 = .6 FIL/SF = \$8.39 / SF for each unit
1 new unit/lot created, or remainder of 1 = .5 FIL/SF = \$6.99 / SF for each unit

(b) The in-lieu fee for each unit within a multi-family RENTAL project of five (5) or more units under single ownership and on the same lot (whether attached or not) shall be:

\$3.00 per square foot of the rental unit (excluding garages)*

*Should such a unit be converted to a saleable unit (via subdivision, condominiumization, etc.), the applicant shall be responsible for paying the difference between the rental unit in-lieu fee originally paid and the for-sale unit in-lieu fee applicable at the time of such conversion, unless the requisite number of inclusionary housing units are then deed-restricted.

Updated 12/22/25



2026 Fees and Charges:

TYPE OF LICENSE	FEE
Liquor/Tobacco	
New License	\$1,000.00
New License with Concurrent Review	\$1,000.00
Transfer of Ownership/Change of Location	\$750.00
Application Late Renewal Fee (Not more than 90 days of license expiration date)	\$500.00
Application Reissue Fee (More than 90 days but less than 180 days of license expiration date)	\$500.00
Application Reissue Fine (More than 90 days but less than 180 days of license expiration date)	\$25.00/day after 90 day expiration date
Annual Renewal Application Fee	\$100.00
Annual Art Gallery Fee	\$100.00
Review and Processing Temporary Outdoor Expansion of Liquor Licensed Premises	\$50.00
Fire Inspection Fee	\$75.00 First inspection - \$35.00 Renewals
Tobacco	\$100.00
Types of Permits	
Art	\$41.25
Art Gallery Permit	\$3.75
Bed & Breakfast Permit	\$3.75
Beer & Wine	\$48.75
Brew Pub	\$75.00
Club	\$41.25
Distillery Pub	\$75.00
Hotel & Restaurant	\$75.00
Liquor-Licensed Drugstore	\$22.50
Lodging & Entertainment	\$75.00

Mini Bar Permit with Hotel Restaurant	\$48.75
Optional Premises	\$75.00
Retail Liquor Store	\$22.50
Tavern	\$75.00
Vintner's Restaurant	\$75.00
Fermented Malt Beverage On Premises	\$3.75
Fermented Malt Beverage Off Premises	\$3.75
Fermented Malt Beverage On/Off Premises	\$3.75
Special Event Permit	\$100.00
<i>Other Charges to Existing Liquor Licenses</i>	
Change of Location	\$750.00
Change of Trade Name/Corporate Name	N/A
Corporate/LLC Change (Per Person)	\$100.00
Campus Liquor Complex	\$30.00
Modification of Premises	N/A
Multiple Vendor and Outdoor Vendor Permit	
Multiple Vendor Event Permit	\$75.00
Additional Fee Per Participating Vendor	\$20.00
Outdoor Vending Permit – 10 Day	\$50.00
Outdoor Vending Permit – 45 Day	\$100.00
Outdoor Vending Permit – 180 Day	\$200.00
Outdoor Vending Permit – 365 Day	\$400.00
Retail Marijuana	
Annual Operating Fee	\$1,000.00
Transfer of Ownership	\$750.00
Change of Location	\$750.00
Primary Contact/Manager Registration	\$75.00
Background Check (per person)	\$100.00
Corp/LLC Changer (per person)	\$100.00

Local Fire Inspection Fee	\$75.00 First inspection - \$35.00 Renewals
Change of Primary Contact/Manager	\$75.00
Modification of Premises	\$100.00
Change of Trade Name/Corp. Name	\$100.00
Arborist License (SMC 6-4-10)	
Arborist License	\$100.00
Penalty for Operating No License	\$100.00
Short-Term Rental Business License	
Short-term Rental Business License – New	\$1,000.00
Short-term Rental Business License – New Administrative Review	\$200.00
Short-term Rental Business License – Renewal	\$1,000.00
Penalty for Operating without a Business License	\$2,650.00/Day
Late Fee on Occupation Lodging Tax & Interest	\$50.00/quarter, .833% per month Interest
Open Records Requests	\$41.37 per hour after the first hour
Amplified Sound Permits requiring public hearing	\$50.00