



AGENDA  
CITY OF GLENWOOD SPRINGS  
REGULAR CITY COUNCIL MEETING  
NOVEMBER 15, 2018  
101 W. 8<sup>TH</sup> STREET  
6:00 PM

*The agenda is subject to change, including the addition of items 24 hours in advance or the deletion of items at any time.*

*The order and times of agenda items listed are approximate and intended as a guideline for the City Council.*

| TIME                      | ITEM           | PRE-MEETING                                                                                                                                       | ACTION                   |
|---------------------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 9:00am                    | 1              | Review of Regular Session Agenda                                                                                                                  | Information/Discussion   |
|                           | 2              | Future Agendas                                                                                                                                    | Information/Discussion   |
|                           | 3              | Council Comments                                                                                                                                  | Information              |
|                           | 4              | City Manager Update                                                                                                                               | Information              |
| MORNING WORK SESSION(S)   |                |                                                                                                                                                   |                          |
| 9:30am                    | A.             | Downtown Parking                                                                                                                                  | Information/Discussion   |
| 10:30am                   | B.             | Parks and Recreation Interviews                                                                                                                   | Information/Discussion   |
| AFTERNOON WORK SESSION(S) |                |                                                                                                                                                   |                          |
| 4:30pm                    | A.             | Downtown Bathrooms                                                                                                                                | Information/Discussion   |
| 5:45pm                    | Meeting Set-up |                                                                                                                                                   |                          |
| REGULAR SESSION           |                |                                                                                                                                                   |                          |
|                           | 5              | Roll Call                                                                                                                                         | Quorum                   |
|                           | 6              | Pledge of Allegiance                                                                                                                              |                          |
|                           | 7              | Agenda Changes                                                                                                                                    | Information              |
|                           | 8              | Conflict of Interest Disclosure                                                                                                                   | Information              |
|                           | 9              | Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)                                                     | Information Only         |
|                           | 10             | Council Comments                                                                                                                                  | Information/Discussion   |
|                           | 11             | Consent Agenda                                                                                                                                    | Discussion and/or Action |
|                           | A.             | Receipt of Minutes of the November 1, 2018 Regular Meeting                                                                                        |                          |
|                           | B.             | Resolution 2018-58; A Resolution of the City Council of the City of Glenwood Springs adopting the Fiscal Year 2019 Municipal Airport Fee Schedule |                          |
|                           | C.             | Approval of the Cedar Crest Subdivision Water, Drainage, and Roadway Design Proposal                                                              |                          |

- D. Financing Documents for Bond Issuance  
Ordinance No 25, Series of 2018; An Ordinance of the City of Glenwood Springs, Colorado, Approving a Loan Evidenced by Sales and Use Tax Revenue Notes Issued in One of More Series, to Finance Capital Projects Authorized by City Electors in 2016; Approving the Note Form and Loan Repayment from a Pledge of Sales and Use Tax Revenues Credited to the Acquisition and Improvement Fund; and Providing Other Details and Approving Documents Related to the Loan (SECOND READING)
- E. Valley Marijuana Council Student Pass
- F. Amendment to the Colorado River Cooperative Agreement

#### **ACTIONS AND/OR PRESENTATIONS**

- |    |                                                                                                                                                                                                                                                                          |                          |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 12 | Ordinance No. 26, Series 2018                                                                                                                                                                                                                                            | Discussion and/or Action |
|    | A. Ordinance No 26, Series of 2018; An Ordinance of the City of Glenwood Springs, Colorado, Fixing and Certifying the Mill Levy on the 2018 Assessment for Collection in Fiscal Year 2019 for the Glenwood Springs General Improvement District No. 1980 (FIRST READING) |                          |
| 13 | Ordinance No. 27, Series of 2018                                                                                                                                                                                                                                         | Discussion and/or Action |
|    | A. Ordinance No 27, Series of 2018; An Ordinance of the City of Glenwood Springs, Colorado, Fixing and Certifying the Mill Levy on the 2018 Assessment for Collection in Fiscal Year 2019 (FIRST READING)                                                                |                          |
| 14 | Planning Item #16-18                                                                                                                                                                                                                                                     | Discussion and/or Action |
|    | A. Consideration of Rezoning two parcels located at 281 Centennial Street from Mixed Use (M1) zone district to Resort (RE) Zone district.                                                                                                                                |                          |
| 15 | Ordinance No 28, Series 2018                                                                                                                                                                                                                                             | Discussion and/or Action |
|    | A. Ordinance No. 28, Series of 2018: Ordinance Vacating Portions of 1st and Maple Streets, Planning Item #27-17                                                                                                                                                          |                          |
| 16 | IGA and Easement Agreement for the South Bridge Corridor Crossing                                                                                                                                                                                                        |                          |
|    | A. IGA and Easement Agreement for the South Bridge Corridor Crossing                                                                                                                                                                                                     |                          |
| 17 | Letter Agreement with RFTA regarding Transfer of Easement Rights in Wye Area                                                                                                                                                                                             |                          |
|    | A. Letter Agreement with RFTA Regarding Transfer of Easement Rights in Wye Area                                                                                                                                                                                          |                          |
| 18 | Housing Commission Appointment                                                                                                                                                                                                                                           | Discussion and/or Action |
|    | A. Housing Commission Appointment                                                                                                                                                                                                                                        |                          |
| 19 | Parks and Recreation Commission Appointments                                                                                                                                                                                                                             |                          |
|    | A. Parks and Recreation Commission Appointments                                                                                                                                                                                                                          |                          |
| 20 | Report from City Administration                                                                                                                                                                                                                                          | Information              |
|    | A. City Manager                                                                                                                                                                                                                                                          |                          |
|    | B. City Attorney                                                                                                                                                                                                                                                         |                          |
|    | C. Correspondence Incoming/Outgoing                                                                                                                                                                                                                                      |                          |
| 21 | Council Reports on Boards, Committees and Commission Meetings                                                                                                                                                                                                            | Information              |

## 22 Adjournment



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**November 15, 2018**

**Agenda Item:** Downtown Parking

**Action Requested:**

1. Direct staff to bring back suggested changes in the residential parking regulations;
2. Direct staff to further research paid parking on a small or larger scale. Implementing paid parking throughout the entire downtown will be challenging next year due to the 7<sup>th</sup> Street Project.

**Department:** City Administration

**Presented By:** Debra Figueroa, City Manager

**Background Info:** **History of Downtown Parking:**

In 1980, the City of Glenwood Springs approved the General Improvement District (GID). The GID is a redevelopment tool that has allowed downtown Glenwood Springs to thrive by eliminating the requirement for parking for businesses located within it. The map of the GID is included as Attachment A.

At the time the GID was created, it was to help provide:

1. Parking and off-street parking facilities including, but not limited to structures;
2. Acquisition or lease of necessary land or interests therein, and improvements thereto in connection with said facilities;
3. Other incidental and appurtenance facilities and improvements designed to provide parking and improve the convenience of the District area; and,
4. Landscaping, beautification and pedestrian improvements.

The mill levy for 2018 was 2.1380 and the estimated revenue for 2019 was \$42,500. The estimated fund balance for 2019 is \$70,000, though it may be closer to \$100,000. The City has used these funds to cover part of the cost for landscaping and beautification in the GID area, such as purchasing and watering flowers. In 2017, it was determined that these funds should be reserved for parking as the costs to maintain downtown grew larger than the GID could support.

While the GID has greatly assisted in the revitalization, parking assets for downtown residents and businesses have fallen behind demand. Downtown businesses and residents feel acutely the lack of convenient parking, though there is sufficient parking a few blocks from the core of downtown.

In order to help residents that live in the core of downtown park near their homes, the City of Glenwood Springs does have a downtown residential parking permit. The areas eligible for issuance of residential parking permits are:

- Pitkin Avenue – 800 and 900 blocks



- Colorado Avenue – 700, 800, and 900 blocks
- Grand Avenue – 700, 800, and 900 blocks
- Cooper Avenue – 700, 800, and North half of 900 block (addresses 900 thru 916)
- Blake Avenue – 700 block
- 7th St – 200, 300, and 400 blocks
- 8th St – 100, 200, 300, and 400 blocks
- 9th St – 100, 200, 300, and 400 blocks
- 10th St – 200 block

Attachment B maps the areas allowed for residential parking permits. Residents who live in these areas can currently apply for up to two residential permits and one guest permit. Permittees can only use this permit for parking in the block in which they reside, unless staff determines there is an extenuating circumstance that does not allow parking in the block of the residence. Permittees are exempt from two-hour parking regulations but are unable to park in 15-minute or 30-minute parking zones or in handicap parking spaces. Attachment C are the current guidelines for residential parking.

#### **Problems with Downtown Parking:**

While the GID did spur redevelopment downtown and added to the overall vibrancy of our community by encouraging housing options in the downtown core, it has shrunk the available parking for residents and visitors. As the number of visitors and residents grow, vehicles either get pushed further into residential neighborhoods or remain parked for days in prime parking. If Council wants to ensure that parking remains open for businesses, then changes to the current system will have to take place.

#### **Possible Solutions:**

##### **1. Limiting Residential Parking Permits**

Offering up to three residential parking permits per household in the downtown area for free is an excellent benefit we provide to our core downtown residents. However, as the downtown has grown this practice should be reexamined. Possible solutions could be:

- a. Charging a nominal fee for parking passes (up to \$20 per pass). This would create revenue for a future parking fund and encourage households to park further from the downtown core.
- b. Eliminating the option of a guest parking pass.
- c. Providing only one permit per household.

1. **Paid Parking**

- a. The City could implement paid parking throughout the entire downtown core. This could be done using a combination of pay stations and parking apps such as [Passport Parking](#). Modest hourly fees of up to \$2-3 an hour would encourage turnover. Council could decide to exempt residential passholders from this cost if desired, but that would encourage residents to park in prime retail locations.
- b. The City could decide to limit paid parking in specific parking assets only to encourage turnover in high traffic areas, i.e. parking along streets or in parking lots such as Grand Avenue, Cooper Avenue, or the City controlled area of the parking lot at 7<sup>th</sup> and Colorado Avenue (Attachment D.)
- c. The City could identify specific parking assets and not allow the use of a residential parking pass.

Parking fees would be dedicated to a parking fund to cover the costs of enforcement, maintenance for parking garages, and for planning for future parking.

Council should keep in mind that many of our downtown residents either purchased or rented their homes in these areas with an understanding that they could have free, unlimited parking on their block on a first come first served basis and they will likely be dissatisfied with any changes.

**Issues:**

**Staff Recommendation:**

1980 G.I.D. BOUNDARY, AS AMENDED BY ORDINANCES  
19-1982, 25-1982, 3-1988 AND 15-2015

INTERSTATE 70

COLORADO RIVER

UNION PACIFIC RAILROAD

PITKIN AVENUE

COLORADO AVENUE

GRAND AVENUE

7TH STREET

8TH STREET

9TH STREET

10TH STREET

11TH STREET

COOPER AVENUE

BLAKE AVENUE

BENNETT AVENUE

PG



# Eligible Residential Parking Permit Areas



0 120 240 Feet

This map was produced by the Engineering Department.  
 Use of this map should be for general purposes only.  
 City of Glenwood Springs does not warrant the accuracy  
 of the data contained herein.  
 Phone - 970-384-6439 <http://www.gwsco.gov/>  
 Author: JKoenig, Date: 10/25/18

N:\GIS\GIS\_Projects\Engineering\Transportation\Parking\ResidentialParkingPermits\_102518.pdf

# CITY OF GLENWOOD SPRINGS POLICE DEPARTMENT

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101 W. 8<sup>th</sup> Street, Glenwood Springs, CO 81601  
Phone (970) 384-6500 Fax (970) 928-0162  
www.glenwoodpolice.com

## **Policies for Issuance and Use of Free Residential Parking Permits**

1. The areas eligible for issuance of residential parking permits will be as follows:
  - Pitkin Avenue – 800 and 900 blocks
  - Colorado Avenue – 700, 800, and 900 blocks
  - Grand Avenue – 700, 800, and 900 blocks
  - Cooper Avenue – 700, 800, and North half of 900 block (addresses 900 thru 916)
  - Blake Avenue – 700 block
  - 7<sup>th</sup> St – 200, 300, and 400 blocks
  - 8<sup>th</sup> St – 100, 200, 300, and 400 blocks
  - 9<sup>th</sup> St – 100, 200, 300, and 400 blocks
  - 10<sup>th</sup> St – 200 block
2. Up to two (2) resident permits and one (1) guest permits will be issued to each legal dwelling unit with an address within the eligible area. (Permits will not be issued to business owners or employees who do not live at the place of business.)
3. A legal dwelling unit can be a single family residence, townhome, residential condominium, apartment unit, duplex/triplex unit, or accessory dwelling unit.
4. Parking permits will be valid for a time period specified on the permit. Initial parking permits will be valid for a period between 6 and 12 months, depending upon the location. Renewal permits will be issued for the subsequent 12-month period. Permits may be renewed anytime within 30 days prior to the expiration of the permit. Old permits must be turned in to the City concurrently with the issuance of a new permit. (This idea is intended to stagger the renewal time so that not all permits are up for renewal at the same time.)
5. A database of addresses eligible for a parking permit will be developed. Applicants for a residential parking permit (including renewal of a permit) will be required to present proof of residency within the permit area by presenting documentation verifying their place of residence, such as a current drivers license, current lease agreement, utility (water, sewer, gas, etc.) bill, etc. Applicants will also be required to furnish a copy of the vehicle registration(s) indicating the license plate number(s) of the vehicle(s) on which the residential permit will be displayed. Permits will not be issued for improperly licensed vehicles.
6. Parking permits will be designated for use only in the block in which the resident lives (for example: someone who lives at 888 Pitkin Ave will receive a permit to

# CITY OF GLENWOOD SPRINGS POLICE DEPARTMENT

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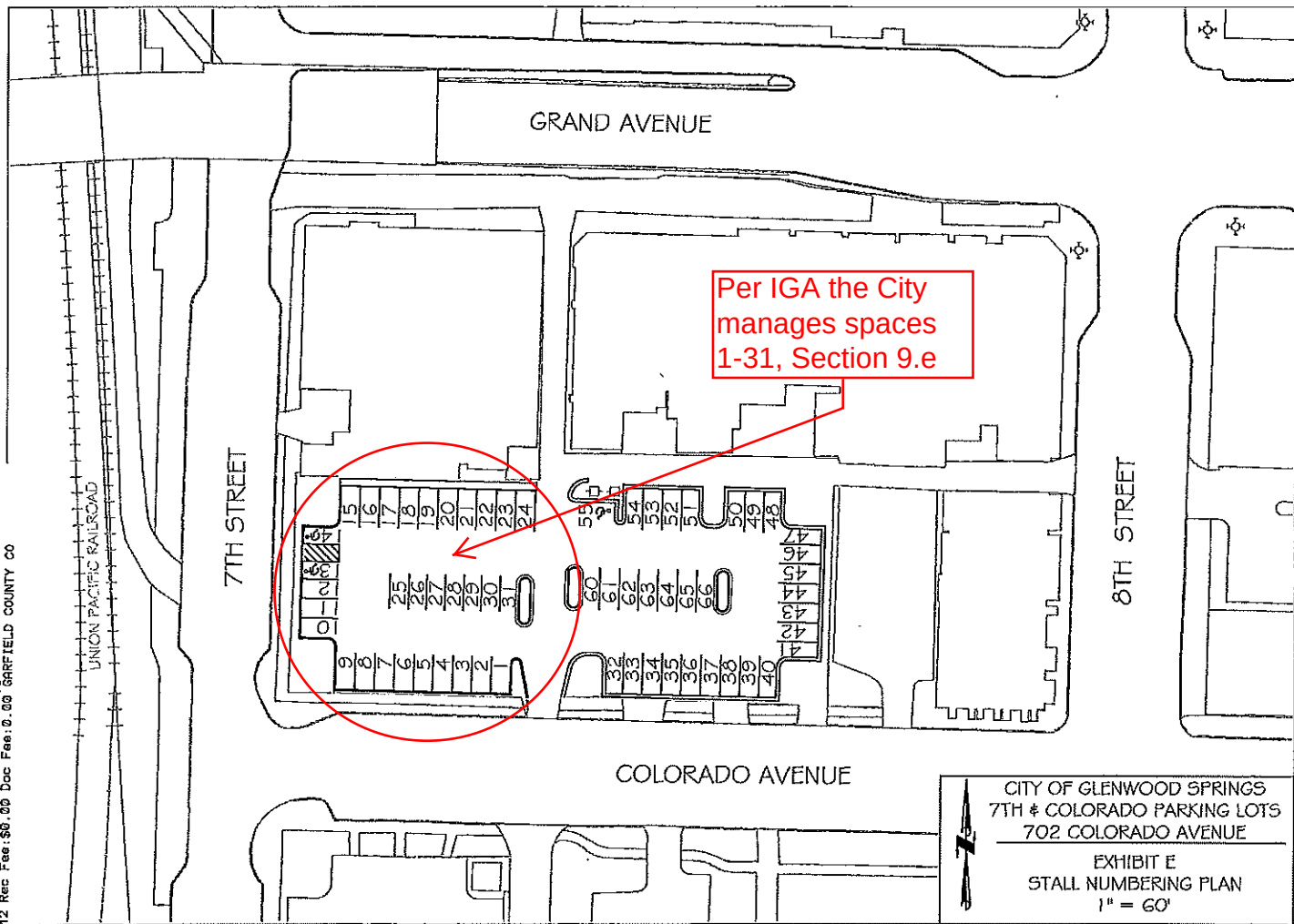
101 W. 8<sup>th</sup> Street, Glenwood Springs, CO 81601  
Phone (970) 384-6500 Fax (970) 928-0162  
[www.glenwoodpolice.com](http://www.glenwoodpolice.com)

park anywhere in the 800 block of Pitkin Ave). The valid block will be indicated on the permit. Parking permits will not be issued for specific parking spaces, but instead will be valid for any space in the designated block. Specific parking spaces will not be reserved.

7. Where extenuating circumstances make it infeasible for a resident to park within the block in which they live, a permit may be issued for use in a designated adjoining block of parking lot.
8. A \$10.00 fee will be charged for replacement of a lost residential or guest parking permit.
9. Parking permits shall be displayed on the rearview mirror (or other prominent location as near as possible to such location) clearly visible to parking enforcement officers. Display of residential parking permit will exempt a vehicle from 2-hour parking restrictions. Permits are not valid in 15-minute or 30-minute parking zones or in handicap parking spaces.
10. Parking permits shall not be sold or leased. Residential parking permits may be used only by the residents of dwelling units within the eligible area.
11. Parking permits remain the property of the City and shall be returned to the City upon request. When a resident moves from the parking permit area, the permit shall be returned to the City.
12. Guest permits shall not be sold or leased. Guest permits may be loaned to visitors for use only while the guest is visiting the host address. Guest permits may be used for no more than 5 consecutive days and for no more than 10 days total in any given month.
13. Permits will be available from the Police Dept at City Hall (Garden Level, 101 W 8<sup>th</sup> St), or through the Police Website at [www.glenwoodpolice.com](http://www.glenwoodpolice.com).
14. Improper use of parking permits will be grounds for revocation of the permit. Vehicles displaying revoked permits will be subject to issuance of a citation as if no parking permit were displayed.

For any questions not answered by this document, please contact the City's Transportation Manager in the Engineering Department by calling (970) 384-6437, or contact the Police Department's front desk staff during normal business hours by calling (970) 384-6500 or email: [pdclerk@glenwoodpolice.com](mailto:pdclerk@glenwoodpolice.com).

Reception#: 902169  
01/10/2018 02:29:16 PM Jean.Riberico  
11 of 12 Rec Fee: \$0.00 Doc Fee: \$0.00 GARFIELD COUNTY CO





**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**November 15, 2018**

**Agenda Item:** Parks and Recreation Interviews

**Action Requested:** Make appointments as needed to Parks and Recreation Commission

**Department:** City Clerk

**Presented By:** Catherine Fletcher, City Clerk

**Background Info:** The City Clerk's office has advertised open positions on the City's Boards and Commissions. The following seats are currently open:

Parks and Recreation Commission – vacancy for one (1) regular seat and one (1) alternate seat

The following applications are attached:

Thomas Gorman  
Andrea Johnson  
William Lockwood

The composition of the board will be Seven (7) citizens, at least six (6) who are residents of the City and one (1) whom may reside outside of the City but within the 81601 zip code area or own real property or a business within the City. One (1) youth (under the age of eighteen at appointment) who shall serve a one-year term from June 1 to May 31 of the following year.

All candidates qualify for the commission

**Issues:**

**Staff Recommendation:** Make appointments as needed





**City of Glenwood Springs**  
Office of the City Clerk  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601  
Fax: 970-945-5023  
Email: Catherine.mythen@cogs.us

## **PARKS AND RECREATION COMMISSION APPLICATION**

(for Powers and Duties, see page 3)

### **Section 1 – Name and Address**

Name Andrea Johnson  
Home Address 1720 Bennett Ave Glenwood Springs, CO.  
Mailing Address \_\_\_\_\_

### **Section 2 – Contact Information**

Home \_\_\_\_\_ Work \_\_\_\_\_  
Fax \_\_\_\_\_ Mobile 970-379-8415  
Email andi.johnson.3@gmail.com

### **Section 3 - Occupation**

Occupation Dental Assistant

### **Section 4 – Personal and Professional Interests**

1. Why are you interested in serving on the Parks and Recreation/Tree Commission?

I am an outdoor enthusiast and have participated in out door recreation throughout the county for 21 years. I feel it is vital to provide recreation opportunities to our community and beyond. As a family, my children and I utilize the many parks and rivers that our valley has and want to be a part of maintaining the use of these resources.

2. What do you view as your role if selected as a member of the Parks and Recreation/Tree Commission?

My goal is to keep the parks healthy and beautiful. I would like to see more use of recycling through out the city parks and river ways. In addition, I would like to push for an improved skate park at Two Rivers.

3. What experience and/or interest do you have in programming, planning, and being a part of community meetings?

I do not have much experience in planning and programming, but to have the ambition to get more involved in that aspect. Living in this community is such a great privilege and getting directly involved in the planning and interest committees would be an honor.



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**PARKS AND RECREATION COMMISSION  
APPLICATION**

(for Powers and Duties, see page 3)

**Section 4 – Personal and Professional Interests (Continued)**

4. Do you have any particular areas of interest or a particular perspective relating to parks and recreation in Glenwood Springs?

Areas of particular interest are the development of the Two Rivers Skate Park and developing walkways and bike trails along the Colorado River, specifically downtown.

5. Can you separate yourself from your personal opinions and represent the City's goals, policies, plans and the Glenwood Springs Municipal Code in an equitable fashion?

Yes, it is always advantageous to hear others opinions and perspectives. I do have good ideas that I'd like to pass along, however I am able to separate when necessary.

6. Can you describe an experience making a decision that made people unhappy?

Actually not that I can think of, with the exception of my children!

7. Do you have any existing time commitments that will hamper your ability to serve? (The Commission generally meets monthly in the evening for approximately 90 minutes, with members encouraged to participate in ad hoc projects outside of the scheduled meetings.)

This is a great time for me to be involved, especially in the evening. I have no additional obligations that would hinder my involvement.

8. What experience do you have working with people on a board, commission or committee?

As I said in an earlier question, I do not have previous experience serving of a board, however this in the perfect time to gain that experience and I'm anxious to get involved.

**Thank you for your interest and time commitment in serving your community**

Please complete and submit this application online or  
mail to: City Clerk, 101 West 8<sup>th</sup> Street, Glenwood Springs, CO 81601;  
fax to: 970-945-5023;  
email: catherine.mythen@cogs.us



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## **PARKS AND RECREATION COMMISSION APPLICATION**

(for Powers and Duties, see page 3)

### **POWERS AND DUTIES OF THE PARKS AND RECREATION/TREE COMMISSION**

(as defined in Title 020 of the Glenwood Springs Municipal Code)

#### Composition of the Parks and Recreation/Tree Commission:

##### (5) Parks and Recreation Commission:

- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- b. (R 20-05 §2)
- c. (R 20-05 §2)
- d. One (1) youth (under the age of eighteen [18] at appointment) who shall serve a one-year term from June 1 to May 31 of the following year.

#### Powers and Duties:

(e) Powers and duties of Parks and Recreation Commission. The powers and duties of the Parks and Recreation Commission shall be:

- (1) To investigate, study and report to the City Council all matters concerning City parks and recreation within the City and other matters concerning the subject of parks and recreation which may be pertinent to the City and requested of such Commission by the City Council.
- (2) To investigate, study and report to the City Council on such other matters concerning parks and recreation within the City as the Commission may deem in the best interests of the City.
- (3) To provide technical assistance, advice and planning support to the Parks and Recreation Director and City Council regarding tree planting and maintenance needs in the City.
- (4) To provide recommendations from time to time regarding the administration and implementation of Article 090.050 of this Code.
- (5) To investigate, study and report to City Council all matters concerning the burial and internment facilities of the City and other such matters as may be requested by City Council from time to time.
- (6) To investigate, study and report to City Council on such other matters concerning burial and internment facilities and such other similar matters as the Commission may deem in the best interests of the City.



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**PARKS AND RECREATION COMMISSION  
APPLICATION**

(for Powers and Duties, see page 3)

(7) To investigate, study and report to City Council any and all matters concerning the use and operation of the City's Community Center.

(8) To coordinate with other City boards and commissions on any aspect of the Community Center that may relate to the powers and duties of such other boards and commissions.

(9) To investigate, study and report to City Council on grants, donations and other forms of funding to assist in the operation of the Community Center, and to otherwise advise City Council on budgetary needs related to the operation of the Community Center.

(A 61-02 §4)



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## **PARKS AND RECREATION COMMISSION APPLICATION**

(for Powers and Duties, see page 3)

### **Section 1 – Name and Address**

Name Thomas Gorman  
Home Address 55785 Highway 6 & 24, Ste. 6, GWS  
Mailing Address Same

### **Section 2 – Contact Information**

Home \_\_\_\_\_ Work \_\_\_\_\_  
Fax \_\_\_\_\_ Mobile 9704771715  
Email t.gorman@me.com

### **Section 3 - Occupation**

Occupation Quasi-semi-almost-pretty much retired.

### **Section 4 – Personal and Professional Interests**

1. Why are you interested in serving on the Parks and Recreation/Tree Commission?

I grew up in a city with great parks, watched them deteriorate and to some degree brought back to their original intent. GWS and the extended micropolitan area will continue to expand and space, clean air, and trees ensure a sense of place that structures that become functionally or economical obsolete never will.

2. What do you view as your role if selected as a member of the Parks and Recreation/Tree Commission?

One of a group of people assigned to parse issues relative to Parks & Rec (and Trees) in such a way to make clear the choices/consequences faced by council and residents.

3. What experience and/or interest do you have in programming, planning, and being a part of community meetings?

Managed HOAs in the Eagle River Valley from Vail to Edwards; appointed member of The Eagle County Affordable Housing Committee; appointed member of the Eagle County Zoning Board of Adjustment; present to local government councils and county commissioners on behalf of employers and not-for-profit groups.



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**PARKS AND RECREATION COMMISSION**

**APPLICATION**

(for Powers and Duties, see page 3)

**Section 4 – Personal and Professional Interests (Continued)**

4. Do you have any particular areas of interest or a particular perspective relating to parks and recreation in Glenwood Springs?

Parks and trees are calming influences on the human psyche and much more amenable to social interaction. By nature of being a crossroad of 2 major roadways and rivers through the mountains, the 'place' GWS can feel rushed - walk 1 block off Grand Ave and the distinction is palpable. Parks, trees, and usable open space de-emphasizes the Interstate and the 82 traffic that will only increase. Attempting to say that I place high value on parks, trees, places where

5. Can you separate yourself from your personal opinions and represent the City's goals, policies, plans and the Glenwood Springs Municipal Code in an equitable fashion?

Yes.

6. Can you describe an experience making a decision that made people unhappy?

Not voting for either major party.

7. Do you have any existing time commitments that will hamper your ability to serve? (The Commission generally meets monthly in the evening for approximately 90 minutes, with members encouraged to participate in ad hoc projects outside of the scheduled meetings.)

No.

8. What experience do you have working with people on a board, commission or committee?

See #3.

**Thank you for your interest and time commitment in serving your community**

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fax to: 970-945-5023;  
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## **PARKS AND RECREATION COMMISSION APPLICATION**

(for Powers and Duties, see page 3)

### **POWERS AND DUTIES OF THE PARKS AND RECREATION/TREE COMMISSION**

(as defined in Title 020 of the Glenwood Springs Municipal Code)

#### Composition of the Parks and Recreation/Tree Commission:

##### (5) Parks and Recreation Commission:

- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- b. (R 20-05 §2)
- c. (R 20-05 §2)
- d. One (1) youth (under the age of eighteen [18] at appointment) who shall serve a one-year term from June 1 to May 31 of the following year.

#### Powers and Duties:

(e) Powers and duties of Parks and Recreation Commission. The powers and duties of the Parks and Recreation Commission shall be:

- (1) To investigate, study and report to the City Council all matters concerning City parks and recreation within the City and other matters concerning the subject of parks and recreation which may be pertinent to the City and requested of such Commission by the City Council.
- (2) To investigate, study and report to the City Council on such other matters concerning parks and recreation within the City as the Commission may deem in the best interests of the City.
- (3) To provide technical assistance, advice and planning support to the Parks and Recreation Director and City Council regarding tree planting and maintenance needs in the City.
- (4) To provide recommendations from time to time regarding the administration and implementation of Article 090.050 of this Code.
- (5) To investigate, study and report to City Council all matters concerning the burial and internment facilities of the City and other such matters as may be requested by City Council from time to time.
- (6) To investigate, study and report to City Council on such other matters concerning burial and internment facilities and such other similar matters as the Commission may deem in the best interests of the City.





**City of Glenwood Springs**

Office of the City Clerk  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601  
Fax: 970-945-5023  
Email: Catherine.mythen@cogs.us

**PARKS AND RECREATION COMMISSION  
APPLICATION**

(for Powers and Duties, see page 3)

(7) To investigate, study and report to City Council any and all matters concerning the use and operation of the City's Community Center.

(8) To coordinate with other City boards and commissions on any aspect of the Community Center that may relate to the powers and duties of such other boards and commissions.

(9) To investigate, study and report to City Council on grants, donations and other forms of funding to assist in the operation of the Community Center, and to otherwise advise City Council on budgetary needs related to the operation of the Community Center.

(A 61-02 §4)





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Fax: 970-945-5023  
Email: Catherine.mythen@cogs.us

## PARKS AND RECREATION COMMISSION APPLICATION

(for Powers and Duties, see page 3)

### Section 1 – Name and Address

Name William J Lockwood  
Home Address 918 Hunter Av  
Mailing Address PO 2282, GWS 81602 Tel 970/945-9708

### Section 2 – Contact Information

Home 970/945-9708 Work \_\_\_\_\_  
Fax \_\_\_\_\_ Mobile \_\_\_\_\_  
Email Wjlockwood@gmail.com  
Mobile Email 970/274-4244

### Section 3 - Occupation

Retired since move to GWS in 2002/03 when I sold a new build on a vacant lot purchased in @ 1997. Volunteer at Grace Nursing Home.  
Occupation at M&M on wheels (1½ and 3 yrs respectively). Member of the  
Lova Hall Board since 2006.

### Section 4 – Personal and Professional Interests

1. Why are you interested in serving on the Parks and Recreation/Tree Commission?

I'm a master gardener (class of '05, Colo State U) with chief interest in flower garden design and promise of the therapeutic benefits of "growing" among seniors.

2. What do you view as your role if selected as a member of the Parks and Recreation/Tree Commission?

Incorporation of seniors' capacity to stay in gardening. Giving attention to the rich history of trees in my far-side neighborhood (amidst housing degradation toward river and current move toward "tear-downs" in the real estate market there.

3. What experience and/or interest do you have in programming, planning, and being a part of community meetings?

Chair of Faculty Assembly at U of Michigan - Flint, especially was a voice from a relatively "closed," edge-of-city neighborhood to a downtown campus. Managed an English Dept - sponsored Poetry Series 1971 to 1982: funding, publicity, location plus

food and wine catering. From 1970-1972 assisted in the operation of a free medical clinic (at which my own doctor volunteered).



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## PARKS AND RECREATION COMMISSION APPLICATION

(for Powers and Duties, see page 3)

### Section 4 – Personal and Professional Interests (Continued)

4. Do you have any particular areas of interest or a particular perspective relating to parks and recreation in Glenwood Springs?

I hope my words in 4-1 and 4-2 convey my perspective. I can only add that I grew up on an abandoned, backwoods MA farm and, with modest means, cultivated a large garden. Vegetables got canned and got us (cheerfully) through the winter.

5. Can you separate yourself from your personal opinions and represent the City's goals, policies, plans and the Glenwood Springs Municipal Code in an equitable fashion?

I don't, by principle, offer "opinions". What I do offer are judgments drawn from the big picture. ("Big" in the sense of balanced, of both humane and do-able)

6. Can you describe an experience making a decision that made people unhappy?

I assisted the leader of a union organizing of faculty at U.M.-Flint, researching and preparing arguments for the 3-member commission that decided on the validity of our 67% endorsement of pro union under the auspices of the American Association of University Professors. It made central administration unhappy, but not in civil.

7. Do you have any existing time commitments that will hamper your ability to serve? (The Commission generally meets monthly in the evening for approximately 90 minutes, with members encouraged to participate in ad hoc projects outside of the scheduled meetings.)

I do. It would add to my once-every-three months, LoVa meetings, a ~~month~~ once-a-month ("plus") meeting

8. What experience do you have working with people on a board, commission or committee?

Faculty Assembly (etal); Free Medical Clinic; legal team on behalf of unionization (under AAUP-donated lawyer; LoVa Board.

Thank you for your interest and time commitment in serving your community

Please complete and submit this application online or  
mail to: City Clerk, 101 West 8<sup>th</sup> Street, Glenwood Springs, CO 81601;  
fax to: 970-945-5023;  
email: catherine.mythen@cogs.us



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**November 15, 2018**

**Agenda Item:** Downtown Bathrooms

**Action Requested:** Provide direction on a downtown bathroom site south of the Colorado River.

**Department:** Economic and Community Development

**Presented By:** Jennifer Ooton, Assistant City Manager

**Background Info:** On September 20, 2018, City Council requested a work session to review the recommendation by the Downtown Development Authority regarding a downtown bathroom site south of the Colorado River.

Staff has prepared a site analysis of the DDA's recommended location, at the southeast corner of Colorado Avenue and 7th Street, using the Portland Loo as an example of a restroom facility in that location. A Portland Loo is a single-stall, flush toilet facility constructed from stainless steel, that would cost approximately \$95,000 to \$100,000 per unit for purchase and delivery, and which is equipped with protection that surrounds the plumbing and toilet components to 20 degrees. A Portland Loo includes a baby changing station and a sink with running water. If a Portland Loo was purchased, at some point in the future it could be relocated to another site in the city, such as the Whitewater Area.

This information is provided as an illustration only, and a small permanent restroom facility could be placed on this site.

This site already includes water and electric services.

**Issues:** This site currently includes drainage facilities for the parking lot, and the site would continue to accommodate this drainage. The site plan attached addresses this, however, we would need to install one or two inlets to accommodate the parking lot storm drain system. Costs are estimated at \$15,000-\$20,000.

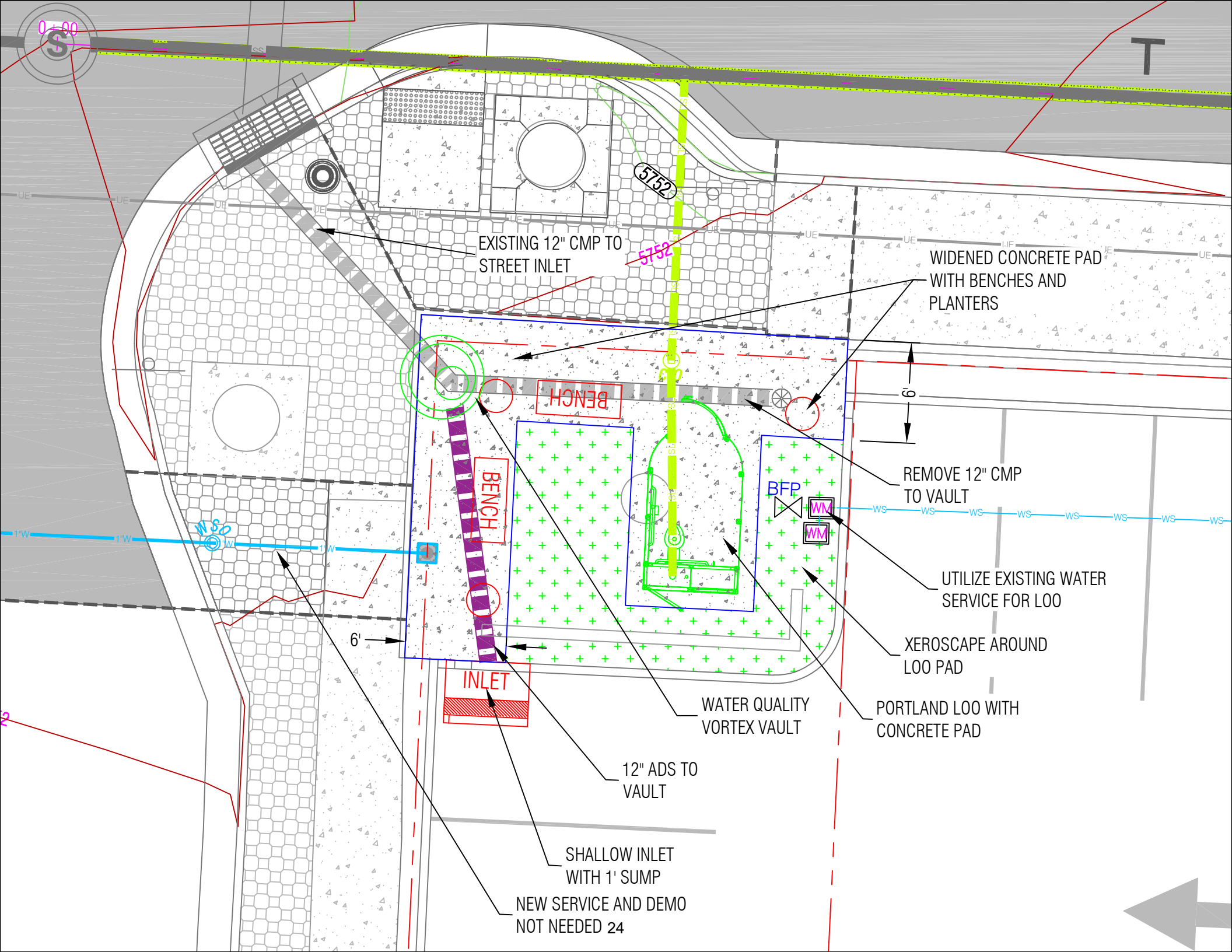
Other costs for site preparation will include a concrete slab, backflow preventer, electrical hookup, and pressure reducing valves, which are estimated at \$5,000. Site furniture such as benches would be an additional cost.

If this site were used for a permanent restroom facility, there would be additional costs for architecture and construction.

The Police Department believes that this location would be easy to monitor, however, there were concerns about whether it would be used by late night downtown patrons.

The Parks and Recreation Board also completed an analysis of the downtown locations (attached.)

**Staff Recommendation:** Staff defers to Council.









September 12, 2018

Mayor Gamba  
Glenwood Springs City Council

Re: South of River Restrooms

The purpose of this memo is to summarize the DDA Board's unanimous recommendation to the Glenwood Springs City Council regarding public restrooms south of the river, downtown. The Board recommends that new restrooms be constructed in the City parking lot at southeast corner of 7<sup>th</sup> Street and Colorado Avenue. Further, the Board recommends that the specific location should be on the City owned portion of the lot (both Garfield County and Glenwood Springs own portions of the lot) on the corner of Colorado and 7<sup>th</sup> Street, facing 7<sup>th</sup> Street.

The DDA Board at their regular meeting on September 11, 2018, considered a site location analysis prepared by John Burg. The analysis is attached. Of note, the restroom analysis included review comments from the Tourism Promotion Board, the Parks and Recreation Board and the Police Department.

The DDA Board also considered costs, existing utilities and historical input for downtown businesses. The Board believed very strongly that to build public restrooms on the Alley Lot would preclude the highest and best use of that parcel and wayfinding and security issues were of concern. In addition, the Board appreciated that restrooms in Centennial Park would help draw people up Grand Avenue, but the park is too small, and the Parks and Recreation Board was not in favor of this site.

Upon further consideration of the City parking lot at the southeast corner of 7<sup>th</sup> Street and Colorado Avenue, the Board considered the opportunity to locate restrooms adjacent to existing utilities, use City owned land, take advantage of scheduled work at the corner of 7<sup>th</sup> Street and Colorado, and create a public amenity that will have high visibility, easy wayfinding and will not block views of the river from existing businesses or pedestrians. Although the quality of design of such a visible structure may increase the costs, the ability to tap into existing utilities might temper those costs.

DDA Chairman of the Board

A handwritten signature in blue ink, appearing to be "Steve Carver", written over a horizontal line.

Steve Carver

# Memorandum

Date: September 5, 2018

To: DDA Board

From: John Burg

Re: South of River Restrooms – Site Location Analysis

The City Council at its meeting with the DDA Board on August 16, 2018 concurred with the Board that restrooms were a top priority; that the DDA should take the lead in developing restrooms south of the river; and that the City will take the lead on the north.

The purpose of this memorandum is to provide information and a framework that will facilitate discussion and decisions regarding location for the south-of-river restrooms.

**SITES** – The following Five sites are included:

- **7<sup>th</sup> Street**, north side across from The Grind.
- **Alley Lot**, incorporated within development of the site,
- **Alley Lot**, with food trucks,
- **City Parking Lot** at the end of the Smoke alley, and
- **Centennial Park**.

**CRITERIA** – A simple matrix has been created to compare these sites with the following basic criteria:

- **User Convenience** – How close is the site to most users? Is it visible?

Under Bridge and nearby 7<sup>th</sup> Street appear to be where the largest number of people will be gathering. The DDA Board has expressed interest in forming an “Entertainment District” which could include the Wing Streets, Under Bridge and part of 7<sup>th</sup> Street. This, as well as other events facilitated by these new public spaces, will likely attract large numbers of people.

- **Security** – What are the real and perceived qualities of safety related to each site?

This will be determined by the degree of visual surveillance by:

- nearby pedestrians,
- vehicular traffic,
- business owners,
- residents, and
- police -

all of which are particularly important in time periods of low use.

Security, maintenance and user convenience are interrelated.

- **Cost** – What are the general cost implications for each site?

Cost will be determined to a degree by the need to be compatible with adjacent neighbors and amenities. The 7<sup>th</sup> Street

site, for example, should be of a design quality compatible with the high-quality design of the Grand Avenue Bridge project and adjacent new open spaces.

The general quality of design on any site (irrespective of location) will also affect the cost.

- **Design** – What are the design implications for each site?

As noted above, high profile sites, that are visible from new high-quality open spaces need to be compatible with these amenities. These may be slightly more costly.

Included as background, at the end of this memorandum, are several restroom designs (some built, some designed). These are not intended to suggest a solution or be limiting. However, they may be useful in developing general guidance for the eventual design.

- **Timing** – What are the timing implications for each site?

Except for the Alley Lot restrooms incorporated into new development, these sites appear to be similar. Timing for the redevelopment of the alley lot is uncertain and would take at least an additional year.

## **INPUT FROM OTHERS**

- **Tourism Promotion Board** - Recommended restroom location to be either 1. Centennial Park or 2. Alley lot.
- **Parks and Recreation Board** – Centennial Park is too small; unanimously favor 7<sup>th</sup> Street or the Alley Lot.
- **Police Department** – Good location will encourage use by the night crowd who are problematic when partying. The 7<sup>th</sup> Street location under the bridge catches the most foot traffic.

There is enough night traffic that Centennial Park would be useful, but not to the degree that the bridge location would. Either of those options adds easy viewing by Patrol during their rounds.

The Alley Lot is a viable option as its location is good, but it is more difficult to view; nothing that we would not be able to work with, but less visible.

Ultimately the location should be dictated by the highest use potential, which I believe given foot traffic patterns and night activity, makes 7<sup>th</sup> Street as close to under the bridge as possible the best location.

**PROCESS** – A matrix which compares each site with a summary of these basic criteria follows.

The following general process is recommended:

1. DDA Board discussion of the sites compared with the criteria including questions to DDA and City staff.
2. Individual ranking of sites by each board member.
3. DDA Board recommendation to the City Council regarding preferred site.
4. City Council consideration of DDA recommendation and holding a public hearing regarding the issue.
5. City Council decision on a site with direction to the DDA.
6. DDA design and construction of the restrooms.



### South of River Restrooms – Site Location Analysis – September 5, 2018

| SITE                                                   | USER CONVENIENCE                                                                                                                                                | SECURITY                                                                                                                                               | COST                                                                          | DESIGN +                                                                                                                     | RANK |
|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|------|
| <b>7<sup>TH</sup> STREET<br/>across from The Grind</b> | Excellent. Near Under Bridge, Wing Streets and 7 <sup>th</sup> . Most visible. Somewhat removed from businesses south of 8 <sup>th</sup> .                      | Good natural surveillance by pedestrians and drivers including police in cars.                                                                         | Slightly higher due to design to fit w neighbors.                             | Most critical. Requires: high quality compatibility w neighbors, and low profile to minimize view obstruction.               |      |
| <b>ALLEY LOT<br/>w DEVELOPMENT</b>                     | Very Good. Near Under Bridge, Wing Streets and 7 <sup>th</sup> . Less visible. Somewhat removed from businesses south of 8 <sup>th</sup> .                      | If shared use w restaurant a plus. Residents, if part of development, provide after-hours eyes on the street. No vehicular or police car surveillance. | Potentially low if shared w restaurant. Timing a problem.                     | Restroom within development. Development design issues include height, historic compatibility and parking. Timing a problem. |      |
| <b>ALLEY LOT<br/>w FOOD TRUCKS</b>                     | Very Good. Near Under Bridge, Wing Streets and 7 <sup>th</sup> . Less visible if near back of site. Somewhat removed from businesses south of 8 <sup>th</sup> . | Moderate to low. Dependent on other uses on site. No vehicular or police car surveillance.                                                             | Moderate due to low visibility at back of lot. Loss of development potential. | Minimal issues due to location at back of lot. Significant issues if located at front of lot.                                |      |
| <b>CITY PARKING LOT<br/>end of Smoke Alley</b>         | Good. Near parking, Under Bridge, Wing Streets and 7 <sup>th</sup> . Less visible. Somewhat removed from businesses south of 8 <sup>th</sup> .                  | Moderate. Foot traffic to and from parking, but minimal in off hours. No vehicular or police car surveillance.                                         | Moderate plus loss of ~ 4 parking spaces.                                     | Requires attention to potential visual terminus at the W end of Smoke alley.                                                 |      |
| <b>CENTENIAL PARK</b>                                  | Poor. ~ 2-block walk from Under Bridge, Wing Streets and 7 <sup>th</sup> . Closer to businesses S of 8 <sup>th</sup> .                                          | Good natural surveillance by pedestrians and drivers including police in cars.                                                                         | Slightly higher due to high visibility.                                       | Requires high quality design due to visibility.                                                                              |      |

## Photos of South of River Potential Restroom Sites



7<sup>th</sup> Street Site (across from The Grind)



Centennial Park



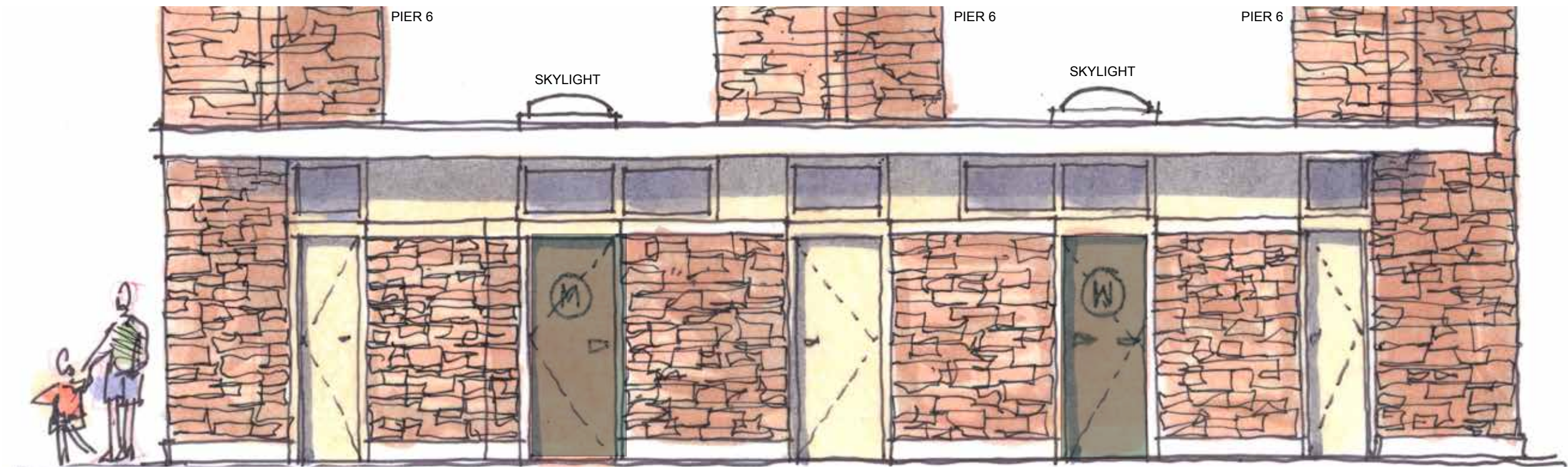
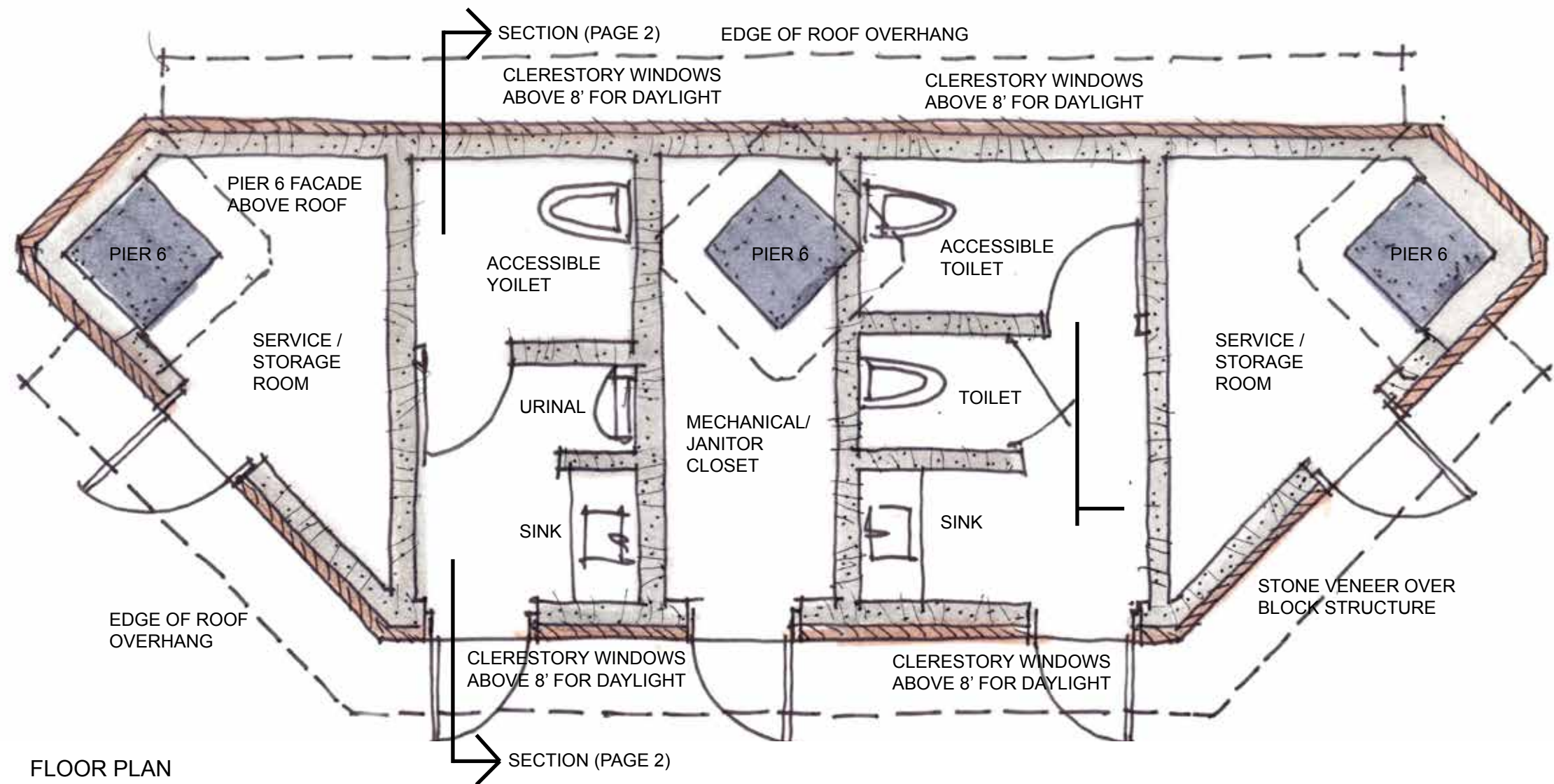
Alley Lot



City Parking Site (end of alley)







ELEVATION FROM 7TH STREET (SOUTH ELEVATION)





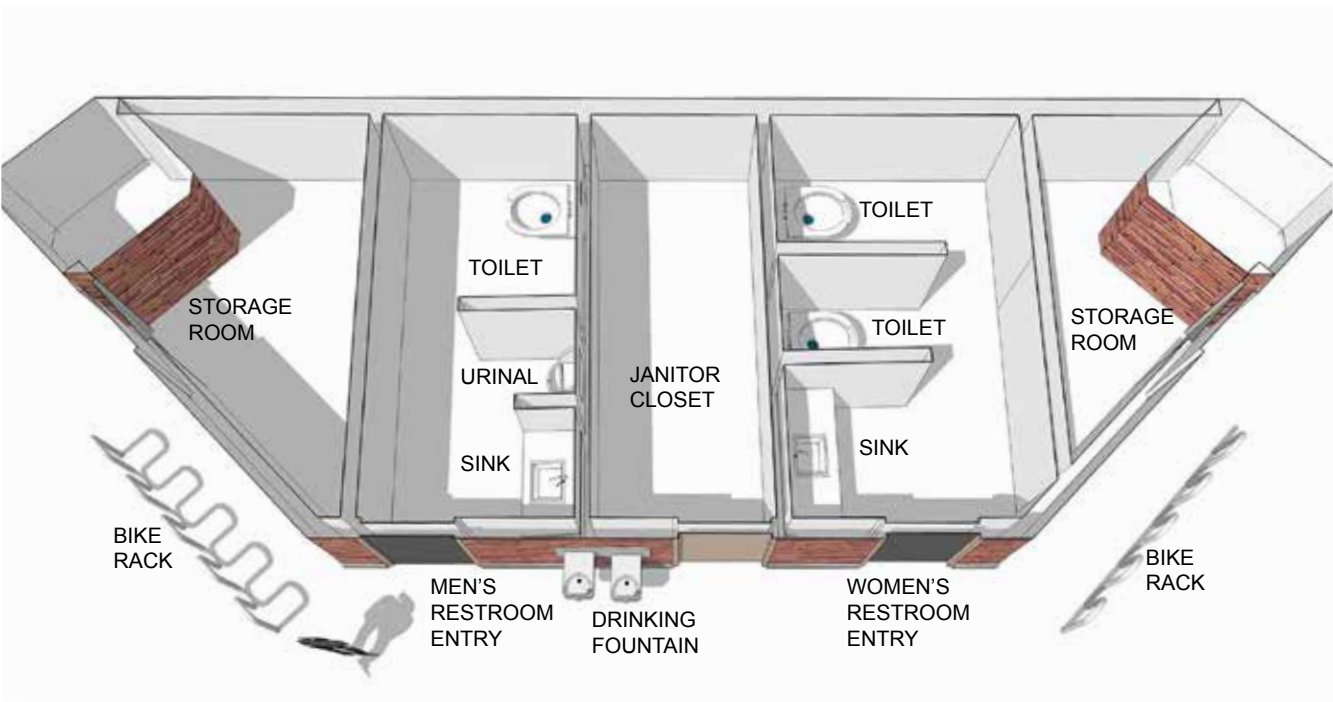
2

SECTION THROUGH MEN'S RESTROOM

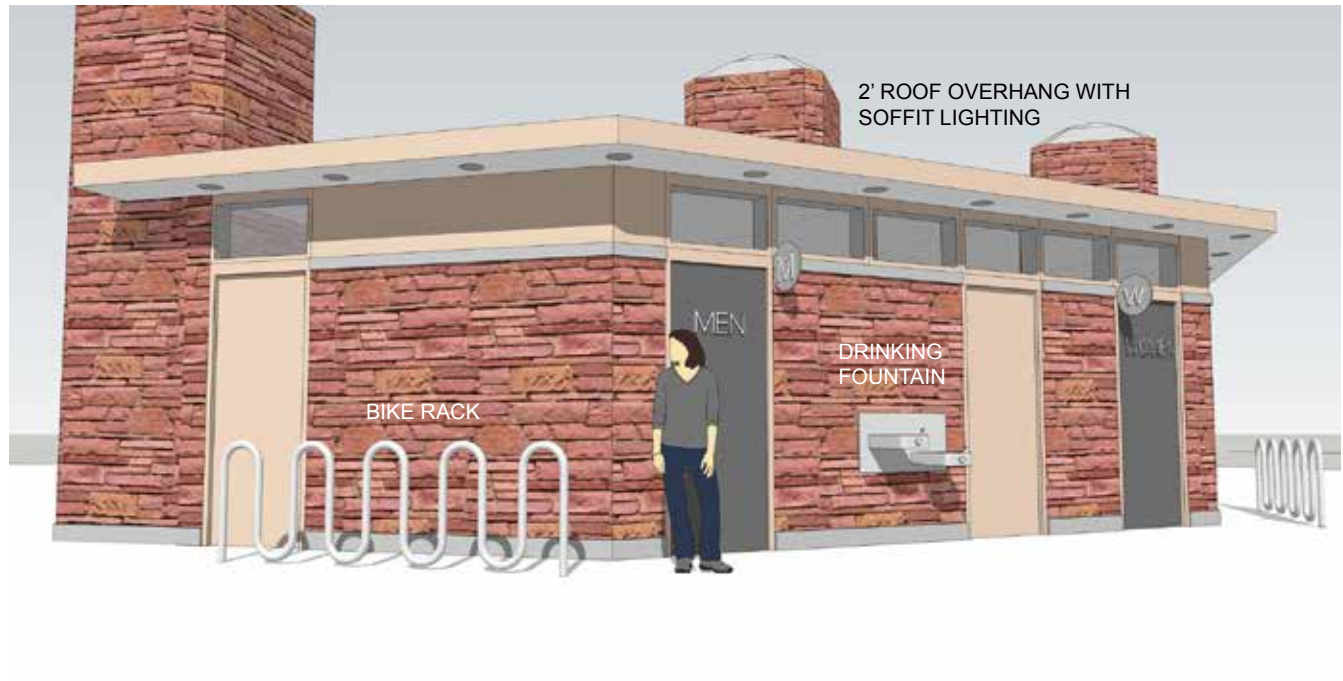




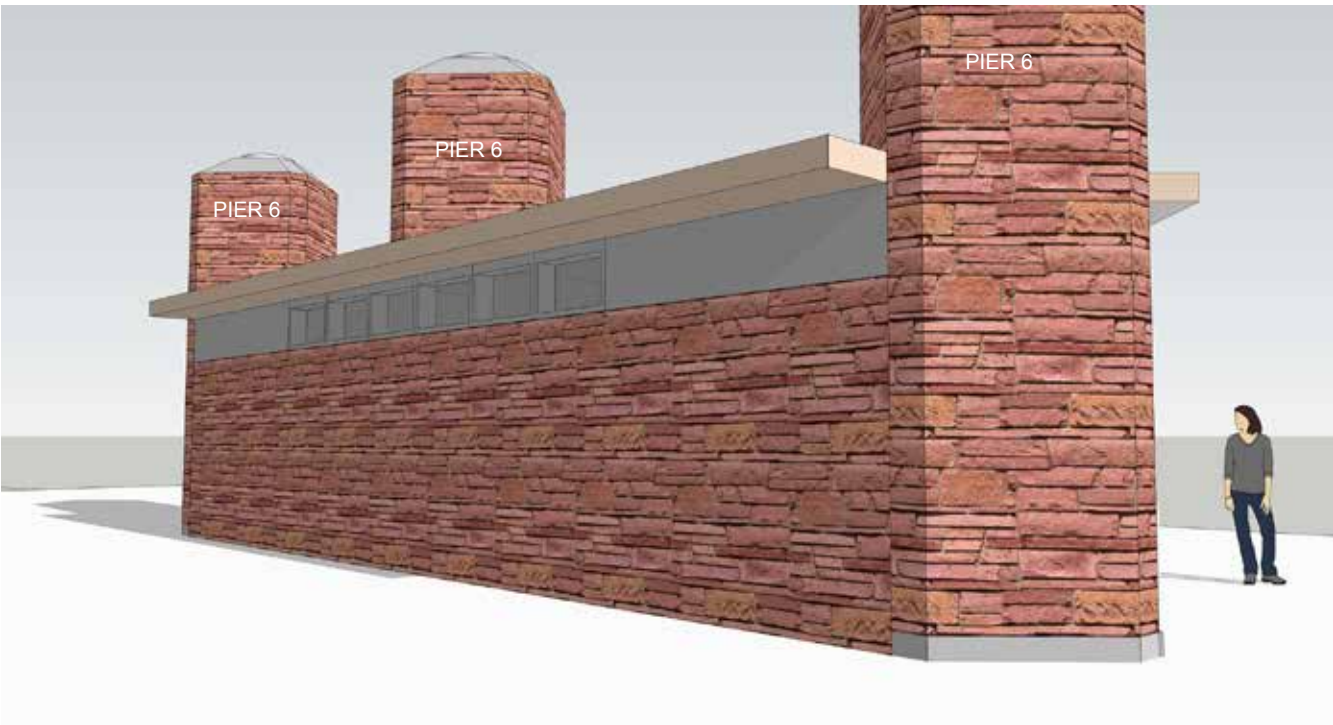
ROOF OVERHANG WITH SKYLIGHTS



3D PLAN VIEW



EYE LEVEL VIEW



VIEW OF NORTH FACE (RAILROAD ELEVATION)





VIEW LOOK NORTH WITH ELEVATOR TOWER ON RIGHT

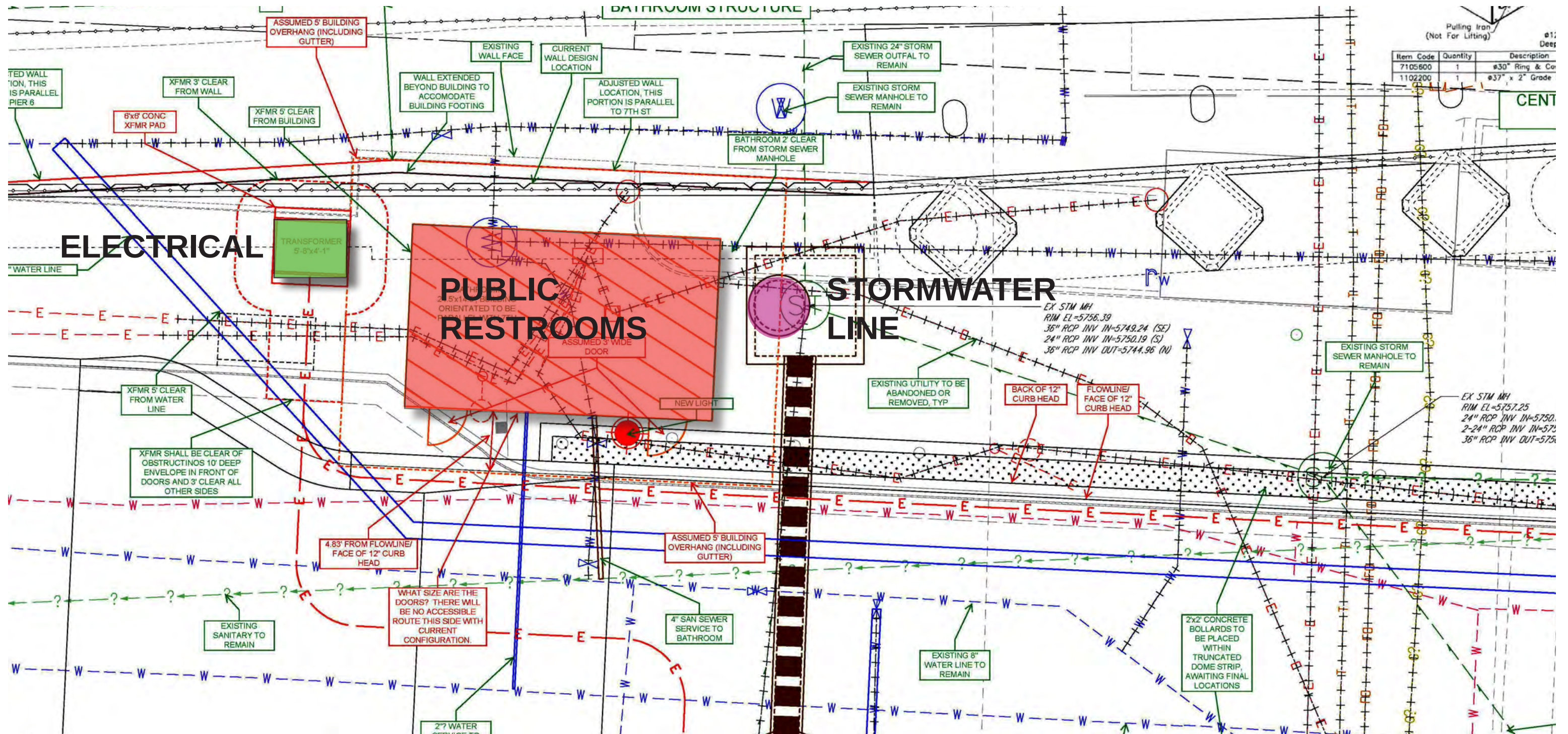


VIEW AT ELEVATOR ENTRY PLAZA



VIEW OF BICYCLE STORAGE AREA BY STORAGE ROOM DOOR





CDOT UTILITY ROUTING LOCATIONS

PUBLIC RESTROOMS LOCATION PLAN

# Public Restrooms





**OPTION 1 - PRECAST CONCRETE BASE**



**OPTION 2 - BRICK BASE WITH PRECAST CONCRETE BAND**



**OPTION 1 - PRECAST CONCRETE BASE**

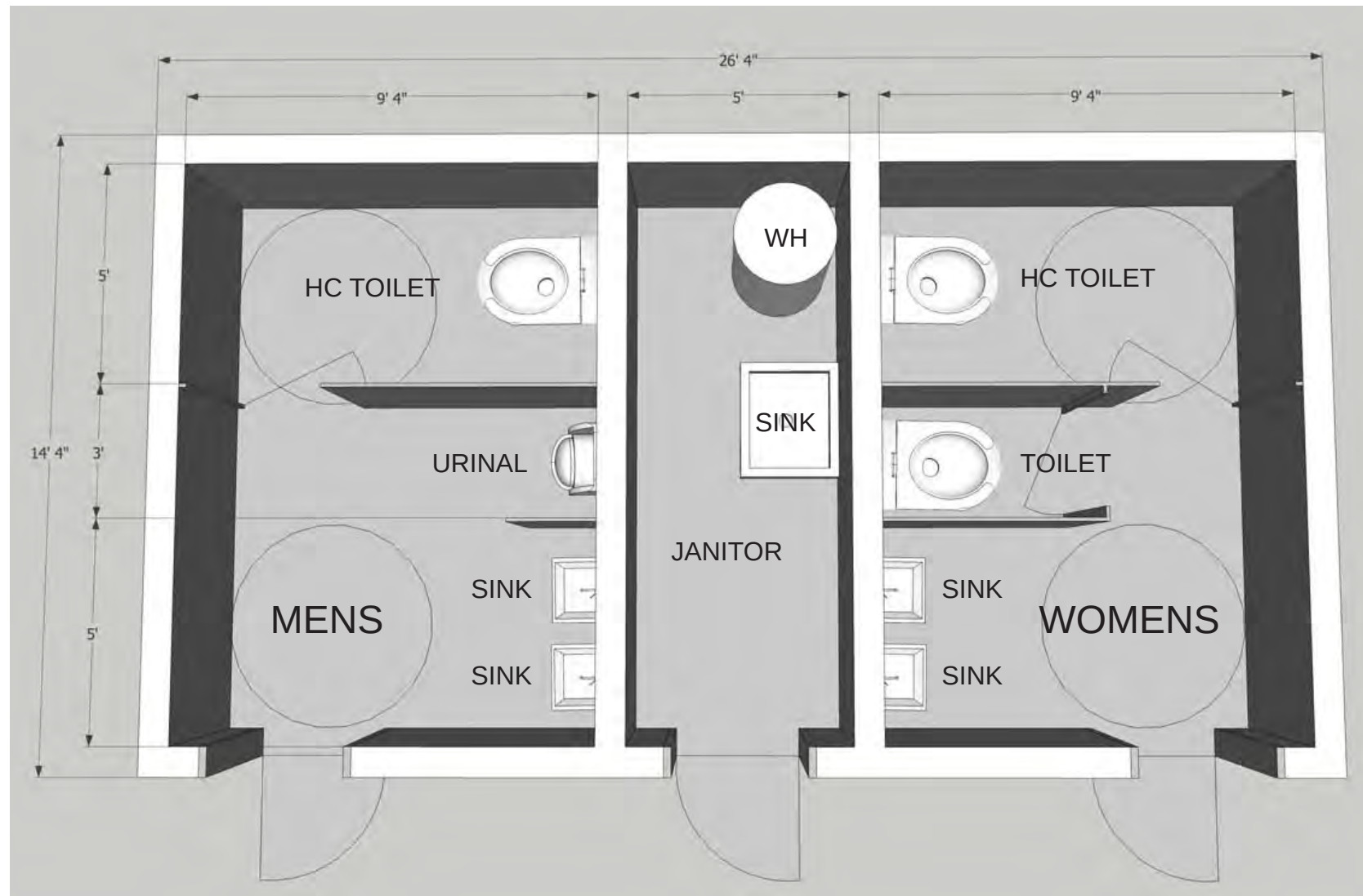


**OPTION 2 - BRICK BASE WITH PRECAST CONCRETE BAND**

PUBLIC RESTROOMS 3D SKETCHUP VIEWS

# Public Restrooms



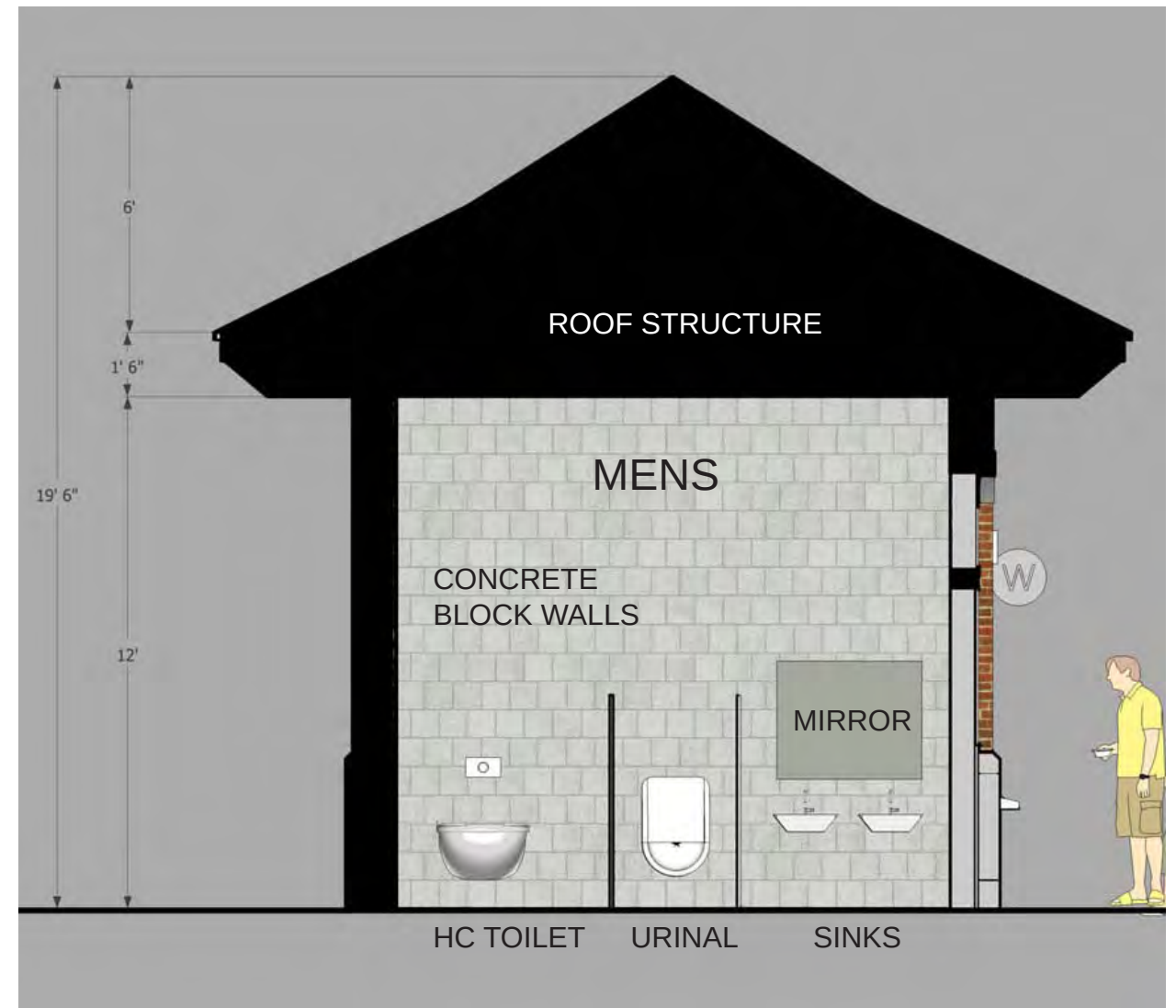


3-DIMENSIONAL FLOOR PLAN VIEW

The floor plan is organized with identical sized Mens and Womens rooms (variation of fixtures) with ample 5 foot radius wheelchair turning space. All interior walls, floor and ceiling have durable finishes for maintenance. The janitor room has mechanical, water heater, service sink and hose bibs for cleaning. Access to all plumbing is centrally located for ease of repair/replacement. All rooms have floor drains, energy efficient lighting and mechanical ventilation. Access doors have a timed mechanism for controlled access at specific times of the day.

PUBLIC RESTROOMS 3D SKETCHUP VIEWS

# Public Restrooms



BUILDING SECTION





VIEW LOOKING NORTHEAST OF PIER 6 WITH BIKE RACKS



VIEW OF PLAZA AT PIER 6 WITH BIKE RACKS



VIEW OF PUBLIC RESTROOM BUILDING AND PIER 6 COLUMNS

PUBLIC RESTROOMS 3D SKETCHUP VIEWS

# Public Restrooms



## The Portland Loo

The Portland Loo is a single occupancy public restroom, designed and patented by the City of Portland, and currently being sold to cities throughout the US and Canada. The first Loo was installed in Portland in 2008, and since then 17 have been installed in Portland, and more than 30 in other cities. Renewed orders from cities attest to the fact that they are a trusted solution for the cities that invest in them.

Link to find out more: [Portland Loo Video](#)

As shown in the video, the Loo's patented design puts it ahead of any other public restroom for *reliability, public safety, and low maintenance*. As a testament to its functionality

and general public appeal, *it won Canada's "Best in 2011"*. It is a 24/7, self-sustaining, clean and safe solution. The modern design is compact, only requiring conversion of one parking space, and it is handicap accessible. It also is plumbed directly into the city sewer system and has other design features that add to ease of installation on your city sidewalk. There are also unique features that facilitate cleaning and contribute to an unmatched customer experience. Finally, it comes with:

- Anti-graffiti coating to ensure it looks as great on the outside as it does on the inside for years to come;
- Hygienic and efficient use exterior hand wash/water bottle fill up station;
- Efficient LED lighting inside and out;

- Thermal controlled freeze protection heat trace; and
- Stand-alone solar power or AC powered options!

Contact:

Evan Madden  
Sales Manager  
2550 NW 25<sup>th</sup> Place  
Portland, OR 97210  
P(503)226-3968  
C(503)481-9722  
[Emadden@theloo.biz](mailto:Emadden@theloo.biz)  
[www.PortlandLoo.com](http://www.PortlandLoo.com)





### South of River Restrooms – Site Location Analysis – September 5, 2018

| SITE                                                   | USER CONVENIENCE                                                                                                                                                | SECURITY                                                                                                                                               | COST                                                                          | DESIGN +                                                                                                                     | RANK |
|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|------|
| <b>7<sup>TH</sup> STREET<br/>across from The Grind</b> | Excellent. Near Under Bridge, Wing Streets and 7 <sup>th</sup> . Most visible. Somewhat removed from businesses south of 8 <sup>th</sup> .                      | Good natural surveillance by pedestrians and drivers including police in cars.                                                                         | Slightly higher due to design to fit w neighbors.                             | Most critical. Requires: high quality compatibility w neighbors, and low profile to minimize view obstruction.               | 1st  |
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| <b>ALLEY LOT<br/>w FOOD TRUCKS</b>                     | Very Good. Near Under Bridge, Wing Streets and 7 <sup>th</sup> . Less visible if near back of site. Somewhat removed from businesses south of 8 <sup>th</sup> . | Moderate to low. Dependent on other uses on site. No vehicular or police car surveillance.                                                             | Moderate due to low visibility at back of lot. Loss of development potential. | Minimal issues due to location at back of lot. Significant issues if located at front of lot.                                | 2nd  |
| <b>CITY PARKING LOT<br/>end of Smoke Alley</b>         | Good. Near parking, Under Bridge, Wing Streets and 7 <sup>th</sup> . Less visible. Somewhat removed from businesses south of 8 <sup>th</sup> .                  | Moderate. Foot traffic to and from parking, but minimal in off hours. No vehicular or police car surveillance.                                         | Moderate plus loss of ~ 4 parking spaces.                                     | Requires attention to potential visual terminus at the W end of Smoke alley.                                                 | 3rd  |
| <b>CENTENIAL PARK</b>                                  | Poor. ~ 2-block walk from Under Bridge, Wing Streets and 7 <sup>th</sup> . Closer to businesses S of 8 <sup>th</sup> .                                          | Good natural surveillance by pedestrians and drivers including police in cars.                                                                         | Slightly higher due to high visibility.                                       | Requires high quality design due to visibility.                                                                              | 4th  |



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**November 15, 2018**

**Agenda Item:** Receipt of Minutes of the November 1, 2018 Regular Meeting

**Action Requested:**

**Department:** City Clerk

**Presented By:** Roxanna Peskuski, Deputy City Clerk

**Background Info:**

**Issues:**

**Staff Recommendation:**



MINUTES  
CITY OF GLENWOOD SPRINGS  
REGULAR CITY COUNCIL MEETING  
NOVEMBER 1, 2018  
101 W. 8<sup>TH</sup> STREET  
6:00 P.M.

6 Roll Call

Mayor Mike Gamba called the meeting to order at 6:00 p.m. Present at roll call: Shelley Kaup, Rick Voorhees, Todd Leahy, Mike Gamba, Steve Davis, Jonathan Godes, and Jim Ingraham

Also present were Debra Figueroa, City Manager; Karl Hanlon, City Attorney; Steve Boyd, Chief Operating Officer; Jenn Ooton, Assistant City Manager, Economic and Community Development Director; Catherine Mythen Fletcher, City Clerk; Roxanna Peskuski, Deputy City Clerk; Matt Langhorst, Public Works Assistant Director; Yvette Gustad, Finance Director; Tanya Allen, Transportation Manager; Terri Partch, City Engineer; Terry Wilson, Police Chief; Robin Millyard, Public Works Director; King Lloyd, South Canyon Landfill Superintendent;

7 Pledge of Allegiance

Mayor Gamba led in the Pledge of Allegiance.

8 Agenda Changes

- The Electric Budget and Tourism Budget were considered separately from Item 13E

9 Conflict of Interest Disclosure

Councilor Kaup – Disclosed that she had a conflict of interest with the Electric budget and would recuse herself when that item came up.

Mayor Pro-Tem Leahy – Would be recusing himself during the Landfill item

Mayor Gamba – Would recuse himself during the Tourism budget

10 Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)

The following people spoke about the parking changes on Cooper Avenue and their concern about the amount of spaces lost and loss of revenue to businesses:

Kevin Brady, Sharon Brady, Steve Nieslanik, Lisa Manzano, John Lee, Miles Ritet, and Rachael Windh

Dave Rippy-Concerned about the policies of the engineering department

11 Council Comments

Mayor Pro-tem Leahy-Addressed the Cooper Avenue parking comments

Councilor Kaup-Added that she would also like to look at the parking on Cooper Avenue

Mayor Gamba-Gave clarity to the comments that he made about the CDOT truck stop versus what was written in the newspaper

12 Consent Agenda



- A. Receipt of Minutes of the October 4, 2018, October 18, 2018 Regular Meetings and the October 22, 2018 Special Meeting
- B. Resolution 2018-54; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Authorizing and Supporting the Application for a Great Outdoors Colorado (GOCO) Local Parks and Outdoor Recreation (LPOR) Grant to Improve Access and Amenities at Two Rivers Park
- C. Resolution 2018-55; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Authorizing and Supporting the Application for a Great Outdoors Colorado (GOCO) Grant to Develop a plan for Parkland in the South Canyon Area
- D. Resolution 2018-56; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Authorizing and Supporting the Application for a Great Outdoors Colorado (GOCO) Mini Grant to Make Improvements to Axtell Park
- E. Appointment Downtown Development Authority – Jon Zalinski

***Councilor Kaup moved, seconded by Councilor Voorhees, to approve the consent agenda.***

***Motion passed unanimously***

### 13 ACTIONS OR PRESENTATIONS

- A. LIFT-UP, Catholic Charities and Salvation Army

Representatives from all three organizations spoke to council about the work they do and their goals.

Mayor Gamba opened the item for public comment.

Rachael Windh-Wanted council to look at other ways they can educate and help the homeless that are in Glenwood Springs

Cheryl Cain-Explained the human services available in the area

Jim Mason-Asked that Council continue to support our community, as the organizations present also help people who are low income and trying to get ahead.

Vince Savage-Spoke about his experiences as a psychologist and as the Director of Aspen Homeless Shelter

Caroline King – Didn't want the community to lose its compassion

Mayor Gamba closed public comment.

***Councilor Kaup moved, seconded by Mayor Pro-Tem Leahy, to release the full amount of the grants to LIFT-UP, Salvation Army, and Catholic Charities***

***Motion passed unanimously***

- B. Vacation Rental Public Engagement Timeline

Jenn Ooton explained to council that at the October 18, 2018 meeting, Council had voted on first reading to enact a 4-month moratorium on new vacation rental applications and directed staff to develop a robust public engagement process to gather information on the topic. City Council also asked staff to bring information to the next Council meeting regarding the proposed timeline and work plan for the next four months. Per the language in Ordinance 23-Series 2018, the intent of this timeout for new applications is to develop and implement updated vacation rental regulations during the temporary moratorium.

Mayor Gamba opened the item for public comment.

Natalie Kellum-Felt that the survey being sent out would be biased if a moratorium were in place

Rachael Windh-Asked about who the survey would be going to

Mayor Gamba closed public comment.

***Councilor Godes moved, seconded by Councilor Kaup, to proceed with the staff recommended timeline and work plan of four months***

***Ayes: Kaup, Voorhees, Davis, Godes, Ingraham***

***Nays: Leahy, Gamba***

***Motion passed***

- C. Ordinance No 23, Series 2018, An Ordinance of the City of Glenwood Springs, Colorado, Temporary Moratorium on the Acceptance and Processing of New Vacation Rental Permit and Business License Applications (SECOND READING)

Karl Hanlon spoke to council about the moratorium, City Council directed staff to prepare an Ordinance for a temporary moratorium on the acceptance and processing of new vacation rental permits and associated business license applications.

Mayor Gamba opened the item for public comment.

The following members of the public were against the moratorium: Natalie Kellum and Laurie Maciag

Mayor Gamba closed public comment.

***Councilor Kaup moved, seconded by Councilor Godes, to approve Ordinance No 23, Series 2018***

***Ayes: Kaup, Voorhees, Godes, Ingraham***

***Nays: Leahy, Gamba, Davis***

***Motion passed***

- D. Resolution 2018-47; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Adopting a Policy and Authorizing Implementation of an Updated Neighborhood Traffic Calming Policy

Tanya Allen presented to Council the purpose of this resolution as maximizing accessibility and balancing the need of all road users at the heart of the City of Glenwood Springs' planning and engineering efforts.

Mayor Gamba opened the item for public comment no comments were noted. Mayor Gamba closed public comment.

***Councilor Kaup moved, seconded by Mayor Pro-Tem Leahy, to approve Resolution 2018-47; Adopting a Policy and Authorizing Implementation of an Updated Neighborhood Traffic Calming Policy***

***Motion passed unanimously***

- E. Resolution 2018-57; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Approving the Budget for Fiscal Year 2019

Steve Boyd explained to council that the only outstanding issue staff were aware of was whether to transfer \$60,000 from the Tourism Promotion Fund to the A&I Fund for downtown maintenance. The transfer was included in the budget draft.

Mayor Gamba opened the item for public comment, no comments were noted. Mayor Gamba closed public comment.

***Councilor Kaup moved, seconded by Mayor Pro-Tem Leahy, to approve Resolution 2018-57; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Approving the Budget for Fiscal Year 2019, except the Electric Department Budget and the Tourism Budget***

***Motion passed unanimously***

Councilor Kaup recused herself from the next agenda item

a. 2019 Electric Budget

Mayor Gamba opened the item for public comment, no comments were noted. Mayor Gamba closed public comment.

***Mayor Pro-Tem Leahy moved, seconded by Councilor Godes to approve Resolution 2018-57a, the 2019 Electric Budget***

***Motion passed***

Councilor Kaup returned for the next agenda item

Mayor Gamba recused himself from the next agenda item

b. 2019 Tourism Budget

Mayor Pro-Tem Leahy opened the item for public comment, no comments were noted. Mayor Pro-Tem Leahy closed public comment.

***Councilor Ingraham moved to approve Resolution 2018-57b with the following adjustment to not transfer \$60,000 tourism budget, to allocate a portion of their existing reserves in the amount of \$60,000 to be spent based on continued discussions with the Tourism Board***

***Motion died for lack of a second***

***Councilor Kaup moved, seconded by Councilor Godes to accept the tourism budget as it is so written and recommended at this point and a work session be scheduled with the tourism board to work through the issue of partnering on some of the funds***

***Ayes: Kaup, Voorhees, Godes, Ingraham***

***Nays: Leahy, Davis***

***Motion passed***

Mayor Gamba returned for the next agenda item

F. Financing Documents for Bond Issuance

Ordinance No 25, Series of 2018; An Ordinance of the City of Glenwood Springs, Colorado, Approving a Loan Evidenced by Sales and Use Tax Revenue Notes Issued in One or More Series, to Finance Capital Projects Authorized by City Electors in 2016; Approving the Note Form and Loan Repayment from a Pledge of Sales and Use Tax Revenues Credited to the Acquisition and Improvement Fund; and Providing Other Details and Approving Documents Related to the Loan (FIRST READING)



Steve Boyd spoke to council about bonding for capital projects. This debt was being issued in two tranches. The first is scheduled on December 5<sup>th</sup>. The amount is \$10 million, and the interest rate is fixed and locked at 3.14%. The second tranche will close in approximately June 2019 and will be approximately \$12.2 million. We will be able to lock the fixed interest rate on the second tranche on December 6<sup>th</sup>. Both tranches are amortized over a 15-year period and callable in 10 years.

Mayor Gamba Opened the item for public comment, no comments were noted. Mayor Gamba closed public comment.

***Councilor Ingraham moved, seconded by Councilor Davis to approve Ordinance No 25, Series of 2018 An Ordinance of the City of Glenwood Springs, Colorado, Approving a Loan Evidenced by Sales and Use Tax Revenue Notes Issued in One or More Series, to Finance Capital Projects Authorized by City Electors in 2016; Approving the Note Form and Loan Repayment from a Pledge of Sales and Use Tax Revenues Credited to the Acquisition and Improvement Fund; and Providing Other Details and Approving Documents Related to the Loan (FIRST READING)***

***Ayes: Kaup, Voorhees, Leahy, Gamba, Davis, Ingraham***

***Nays: Godes***

***Motion passed***

**G. CONTINUED CITY COUNCIL REMOTE ATTENDANCE AT MEETINGS**

Ordinance No 20, Series of 2018; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending Article 020.030 of the Glenwood Springs Municipal Code by the Addition of Section 020.030.120 to provide Terms and Conditions for Limited Electronic Participation by Members of City Council at City Council Meetings (FIRST READING CONTINUED)

***Councilor Davis moved, seconded by Mayor Pro-Tem Leahy, to table the Ordinance until the First Meeting in May 2019***

***Ayes: Kaup, Leahy, Gamba, Davis***

***Nays: Voorhees, Godes, Ingraham***

***Motion passed***

**H. Additional Contract Services for the US EPA Brownsfield Area-Wide Planning Services Contract/Stromberg/ Garrigan & Associates, Inc.**

Jenn Ooton presented to council the proposal for supplemental services from Stromberg/Garrigan & Associates, Inc. (SGA) to finalize the Glenwood: Moving Forward Together Area-Wide Plan. The Plan is funded by a \$200,000 EPA Brownfield Area-Wide Planning grant. SGA is currently contracted for \$188,500 worth of services. Over the past several months, additional site constraints in the Confluence Area have been identified, including setbacks related to the railroad Right-of-Way and constraints related to the Civic Complex. This additional information has delayed the final draft of the plan, which was originally anticipated to be completed this summer. These technical constraints have impacts on the development yield for the Confluence, and SGA is proposing to show several alternatives that are feasible options for the site, depending on the future status of the railroad ROW. The proposal includes an additional \$25,000 for drafting the alternatives and \$1,575 for one additional in-person meeting (beyond the one remaining trip for the final Area Wide Plan presentation). City staff will work with the EPA to move \$5,000 that is remaining in the grant that was originally budgeted for supplies to this item, if it is possible, and then would need to allocate the remainder

of the increase from fund balance. The line-item budget for this project is 01-141-7190 in the Community Development – Administration and Planning Budget.

Mayor Gamba opened the item for public comment, no comments were noted. Mayor Gamba closed public comment.

***Councilor Godes moved, seconded by Councilor Voorhees, to approve the proposal in the amount of \$26,575 with strong encouragement to the consultant to get rid of the roadway fronting the river and to modify the crossing of the railroad tracks to allow for a more reasonable elevation of that roadway without consideration for it to be a grade separated crossing***

***Motion passed unanimously***

Mayor Pro-Tem Leahy recused himself from the next agenda item

I. South Canyon Landfill Decision

Robin Millyard and King Lloyd spoke about the contract for the South Canyon Landfill. The contract with Heartland ends next spring. The options public works are considering are taking the landfill operations out to bid or take landfill operations in-house.

Mayor Gamba opened the item for public comment.

Owner of Altitude Septic-Asked if the City would do away with compost if the Landfill management came back in house, explaining that the South Canyon Landfill is the only place that takes grease and car wash between Denver and Delta

Frank Oraz-Expressed his concern on the amount of time businesses, specifically carwashes and restaurants, who were waiting and needed to use the facility at the Landfill without having to pay the extra cost for the waste to be hauled to Delta

Linda Mayard, with B & R Septic-Explained that there is nowhere nearer than Delta or Denver to dispose of carwash and grease waste and that by shutting down the services it could devastate the smaller businesses in the area

Christian Henny-Talked about the grease that was getting backed up at the Hotel Colorado due to the landfill being unable to take it

Mayor Gamba closed public comment.

***Councilor Davis moved, seconded by Councilor Kaup to extend the meeting until 11:15pm***

***Motion passed unanimously***

***Councilor Godes moved, seconded by Councilor Ingraham, to bring the current Landfill operations in house at the conclusion of the current contract, not take it out to a competitive bid process, also to give staff the discernment to contract with consultant like Blue Ridge to help with the transition and answer some of the questions being brought up during the current meeting***

***Ayes: Ingraham, Godes, Davis, Voorhees, Kaup***

***Nays: Gamba***

***Motion passed***

32 Report From City Administration:

A. City Manager

- i. The Hot Springs Pools contractor requested to work over night from November 5-7, 2018. The City Manager would approve this request with a requirement to do outreach to the local businesses around the them.
- B. City Attorney
- C. Correspondence: Incoming/Outgoing

15 Council Reports on Boards, Committee and Commission Meetings

16 Adjournment

The meeting was adjourned at 11:06pm





**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**November 15, 2018**

**Agenda Item:** Resolution 2018-58; A Resolution of the City Council of the City of Glenwood Springs adopting the Fiscal Year 2019 Municipal Airport Fee Schedule

**Action Requested:** Approve Resolution and FY2019 Airport Fees as Recommended by the Airport Board

**Department:** Engineering

**Presented By:** Tanya Allen, Transportation Manager

**Background Info:** The Municipal Airport Enterprise Fund is funded solely by operational revenues. The two primary sources of revenue are the sales of aviation fuel and airport user fees. Airport user fees are established annually by City Council resolution.

At their October meeting, the Airport Board agreed to recommend the following 2019 fee schedule to Council for approval. It recommends small increases in annual, monthly, and late fees. The overnight and monthly tie-down fees will remain the same. The last increase in annual fees was in 2015. Late fees have remained the same since 2013.

| <b>FEE SCHEDULE</b>                                                                | <b>2014</b> | <b>2015</b> | <b>2016</b> | <b>2017</b> | <b>2018</b> | <b>2019</b>  |
|------------------------------------------------------------------------------------|-------------|-------------|-------------|-------------|-------------|--------------|
| Annual lease, hangar on City property: multiply fee by # planes that fit in hangar | \$530       | \$550       | \$550       | \$550       | \$550       | <b>\$575</b> |
| Annual tie down fee: aircraft stored <b>on</b> City property                       | \$530       | \$550       | \$550       | \$550       | \$550       | <b>\$575</b> |
| Annual airport user fee: aircraft stored <b>off</b> City property                  | \$460       | \$480       | \$480       | \$480       | \$480       | <b>\$500</b> |
| Monthly tie-down fee<br><br>(7 days to 1 month)                                    | \$60        | \$70        | \$70        | \$70        | \$70        | \$70         |
| Overnight tie-down                                                                 | \$9         | \$9         | \$9         | \$9         | \$10        | \$10         |

|                                                    |      |      |      |      |      |                 |
|----------------------------------------------------|------|------|------|------|------|-----------------|
| fee                                                |      |      |      |      |      |                 |
| Late fee on annual fees not paid by March 31, 2018 | \$30 | \$30 | \$30 | \$30 | \$30 | <del>\$50</del> |

The Airport Enterprise Fund typically operates with a small profit margin. Any profit in excess of revenue generated is held in the fund and used for capital and/or safety upgrades when necessary.

**Issues:**

Updated user fees should be approved prior to January 1 of the following year.

**Staff Recommendation:**

Approve the resolution setting Airport Fees for FY2019 with recommended fees

## RESOLUTION 2018-58

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, ADOPTING THE FISCAL YEAR 2019 MUNICIPAL AIRPORT FEE SCHEDULE.**

**WHEREAS**, the City of Glenwood Springs is the owner of the Glenwood Springs Municipal Airport and maintains the Municipal Airport Enterprise Fund to cover the costs of the Municipal Airport's operations; and

**WHEREAS**, the Municipal Airport Enterprise Fund is funded solely by operational revenues, the two primary sources of which are aviation fuel and airport user fees; and

**WHEREAS**, the City Council finds that it is necessary and proper to adjust the Municipal Airport fee schedule for the 2019 fiscal year to continue to appropriately fund the Airport Enterprise Fund.

### **NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, THAT:**

**Section 1.** The above recitals are hereby incorporated as findings by the City Council of the City of Glenwood Springs.

**Section 2.** The following fees relating to the Municipal Airport Enterprise Fund are adopted for the 2019 fiscal year:

| <b>FEE SCHEDULE</b>                                                                | <b>2018</b> | <b>2019</b> |
|------------------------------------------------------------------------------------|-------------|-------------|
| Annual lease, hangar on City property: multiply fee by # planes that fit in hangar | \$550       | \$575       |
| Annual tie down fee: aircraft stored <b>on</b> City property                       | \$550       | \$575       |
| Annual airport user fee: aircraft stored <b>off</b> City property                  | \$480       | \$500       |
| Monthly tie-down fee (7 days to 1 month)                                           | \$70        | \$70        |
| Overnight tie-down fee                                                             | \$10        | \$10        |
| Late fee on annual fees not paid by March 31, 2018                                 | \$30        | \$50        |

INTRODUCED, READ, AND PASSED THIS 15<sup>TH</sup> DAY OF NOVEMBER 2018.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

\_\_\_\_\_  
Michael Gamba, Mayor

\_\_\_\_\_  
Catherine Mythen Fletcher, City Clerk





**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**November 15, 2018**

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agenda Item:</b>      | Approval of the Cedar Crest Subdivision Water, Drainage, and Roadway Design Proposal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Action Requested:</b> | Approval of a \$110,460 Engineering Design Services contract with Boundaries Unlimited to complete an engineering design/bid plan set and specifications for the reconstruction of the mainline water system, drainage facilities and roadway system within the Cedar Crest Subdivision including Tanager Road, Cardinal Lane, Cedar Crest Drive, Ptarmigan Lane and Ptarmigan Drive to be funded out of the 2018/2019 Water Department and Street Tax Funds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Department:</b>       | Public Works                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Presented By:</b>     | Matt Langhorst, Assistant Public Works Director<br>Matthew Langhorst, Assistant Director Public Works                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Background Info:</b>  | <p>The Public Works, Water and Engineering Departments have been evaluating City infrastructure as a whole and have begun moving toward planning and design processes for several large problematic areas within the City. The Cedar Crest Subdivision was targeted as a problematic area with significant water, sewer, drainage and roadway issues all within the same project area. An RFP was sent out for Civil Engineering design services to complete a design survey, utility mapping and the creation of engineering bid level plans and specifications for the large infrastructure project with the goal of constructing this project in whole or as phases starting in 2020.</p> <p>The goal of this design contract will be to design and develop a construction estimate and bid documents for the water, roadway and drainage redesign within the Cedar Crest Subdivision (Roadway ROWs including Tanager Road, Cardinal Lane, Cedar Crest Drive, Ptarmigan Lane and Ptarmigan Drive.) with the West Glenwood Sanitation district completing small upgrades to their system prior to the start of the larger City infrastructure project. The design services requested consisted of the following:</p> <ul style="list-style-type: none"><li>• Survey and data gathering (topography, utilities and utility locate request certificates, roadway, sidewalks, structures, horizontal and vertical control, property lines, easements, research encumbrances and all exceptions as needed for a detailed and accurate survey map, etc). Survey Company to video or photo document the ROWS in ideal weather conditions for review if needed.</li><li>• Preliminary and Final Drainage analysis and report.</li><li>• Traffic operations analysis for a 20-year design life of the asphalt.</li><li>• Right of Way analysis and temporary easement document creation.</li><li>• Geotechnical investigation and report, including, but not limited to soils conditions for pipe material selection and pavement design recommendations.</li><li>• Preliminary and final existing conditions mapping/survey, demolition plan, design plans, specifications, utility plan per new state regulations, and engineer's opinion of construction and soft costs at a 30% &amp; 90% design level.</li><li>• Preliminary and final design stamped plans and specifications at 30% and 90% completion. An engineer's opinion of construction and soft costs at 30% and 90% plan creation will also be supplied to owner.</li><li>• Bid documents, specifications, and final engineer's opinion of cost.</li><li>• Analysis and development of construction schedule. This project will encompass the entire roadway system within the Cedar Crest Subdivision and proper phasing planning will need to be completed for access in and out of the subdivision for residents. Also, phasing planning will</li></ul> |

need to be completed for water main line replacement to keep all homes in service during the construction process. Short durations of traffic hold or service shut downs will be acceptable, but to be held under 30 minutes. Best methods and timing of construction and phasing must be developed and included in the Bid Documents.

- Coordinate with state and federal agencies on permitting requirements, including, but not limited to, CDPHE permitting if necessary.
- Provide survey control for construction.

**Additional Services if Required:**

- Construction Management services to review submittals and design changes, coordinate any change orders, attend construction meetings, and provide clarifications and interpretations of the contract documents.
- As Built drawings at the completion of the project, in AutoCAD and PDF format.

The City received engineering proposals for the project from High Country Engineering, Boundaries Unlimited, SGM and Roaring Fork Engineering. All 4 of the companies submitting proposal were deemed qualified to complete the design scope of work for the project, but a weighted portion of the qualification guidelines were associated with cost of services. The proposal received from Boundaries Unlimited was the low bid for design services and staff is recommending approval of the Not To Exceed \$110,460 design service fees and move forward with a contract with Boundaries Unlimited for the full scope of design services as defined with the RFP and RFP addenda. Design services fees have been budgeted within the 2018 Water Department Fund and within the 2019 Water Department and Street Tax Funds.

Boundaries Unlimited also provided a Construction Administration cost of \$57,600 for the project. Staff is recommending this cost and scope of services be reviewed at the completion of the design services for a possible extension to the Boundaries Unlimited scope of services once the bid design plans have come together and a better review of CA work can be completed.

**Issues:**

**Staff Recommendation:** Staff is recommending approval of the award of contract.

| Cedar Crest Subdivision Proposal Pricing |                         |                             |
|------------------------------------------|-------------------------|-----------------------------|
| Vendor                                   | Proposed Design Pricing | Construction Administration |
|                                          |                         |                             |
| Boundaries Unlimited                     | \$ 110,460.00           | \$ 57,600.00                |
|                                          |                         |                             |
| HCE                                      | \$ 145,500.00           | NS                          |
|                                          |                         |                             |
| Roaring Fork                             | \$ 213,912.00           | \$ 24,004.00                |
|                                          |                         |                             |
| SGM                                      | \$ 248,764.00           | \$ 36,000.00                |



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**November 15, 2018**

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agenda Item:</b>          | Financing Documents for Bond Issuance<br>Ordinance No 25, Series of 2018; An Ordinance of the City of Glenwood Springs, Colorado, Approving a Loan Evidenced by Sales and Use Tax Revenue Notes Issued in One of More Series, to Finance Capital Projects Authorized by City Electors in 2016; Approving the Note Form and Loan Repayment from a Pledge of Sales and Use Tax Revenues Credited to the Acquisition and Improvement Fund; and Providing Other Details and Approving Documents Related to the Loan (SECOND READING) |
| <b>Action Requested:</b>     | The City is pledging revenues from the A&I Fund to secure approximately \$22.2 million in debt for infrastructure projects. This ordinance pledges A&I revenue sufficient to service the debt over 15 years.                                                                                                                                                                                                                                                                                                                     |
| <b>Department:</b>           | City Administration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Presented By:</b>         | Steve Boyd, COO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Background Info:</b>      | This debt is being issued in two tranches. The first is scheduled to close on December 5th. The amount is \$10 million and the interest rate is fixed and locked at 3.14%. The second tranche will close in approximately June 2019 and will be approximately \$12.2 million. We will be able to lock the fixed interest rate on the second tranche on December 6th. Both tranches are amortized over a 15 year period and callable in 10 years.                                                                                 |
| <b>Issues:</b>               | This ordinance complies with the previously adopted resolution directing staff to proceed with the financing within certain parameters. Our bond Council drafted this ordinance and it has been reviewed by our City Attorney, COO, Municipal Advisor, Placement Agent and bank. No terms are materially different than those previously presented to Council.                                                                                                                                                                   |
| <b>Staff Recommendation:</b> | Staff supports approval of this ordinance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |



**ORDINANCE 25,**

**SERIES OF 2018**

**AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, APPROVING A LOAN EVIDENCED BY SALES AND USE TAX REVENUE NOTES ISSUED IN ONE OR MORE SERIES, TO FINANCE CAPITAL PROJECTS AUTHORIZED BY CITY ELECTORS IN 2016; APPROVING THE NOTE FORM AND LOAN REPAYMENT FROM A PLEDGE OF SALES AND USE TAX REVENUES CREDITED TO THE ACQUISITION AND IMPROVEMENT FUND; AND PROVIDING OTHER DETAILS AND APPROVING DOCUMENTS RELATING TO THE LOAN.**

WHEREAS, the City of Glenwood Springs, Colorado, is a municipal corporation duly organized and operating as a home-rule city under Article XX of the Constitution of the State of Colorado and the Charter of the City (unless otherwise indicated, capitalized terms used in this preamble shall have the meanings set forth in Section 1 of this Ordinance); and

WHEREAS, Article X, Section 20 of the Colorado Constitution provides that voter approval in advance is required for the extension of an expiring tax or the creation of any direct or indirect debt or other multiple-fiscal year financial obligation whatsoever; and

WHEREAS, pursuant to an election held on November 8, 2016, electors of the City voted in favor of the following ballot issues:

**Ballot Issue 2C**

**WITHOUT RAISING THE CURRENT TAX RATE, SHALL THE EXISTING ONE CENT (\$0.01) CITY OF GLENWOOD SPRINGS SALES AND USE TAX THAT IS PLACED IN THE CITY'S ACQUISITION AND IMPROVEMENT FUND BE EXTENDED FOR A PERIOD OF THIRTY (30) YEARS FROM ITS CURRENT EXPIRATION DATE OF DECEMBER 31, 2018; AND SHALL ORDINANCE NO. 22, SERIES OF 2016 OF THE CITY RELATING TO DISTRIBUTION OF THE REVENUES FROM SAID TAX BE APPROVED?**

**Ballot Issue 2D**

**SHALL THE CITY OF GLENWOOD SPRINGS DEBT BE INCREASED UP TO \$54 MILLION, WITH A MAXIMUM REPAYMENT COST OF UP TO \$104 MILLION, FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, REPAIR AND IMPROVEMENT OF ONE OR MORE OF THE FOLLOWING CAPITAL PROJECTS:**

- IMPROVING SAFETY AND TRAFFIC CONGESTION BY CONSTRUCTING BRIDGE AND ROAD IMPROVEMENTS THAT MAY INCLUDE SOUTH BRIDGE, SOUTH MIDLAND AVENUE, AND THE 27TH STREET/SUNLIGHT BRIDGE;**

- CONSTRUCTING A RIVERWALK AND OTHER INFRASTRUCTURE AT THE CONFLUENCE OF THE ROARING FORK AND COLORADO RIVERS; AND

- CONSTRUCTING A “GATEWAY TO GLENWOOD” BY MAKING STREET-SCAPING AND OTHER IMPROVEMENTS TO THE 6TH STREET CORRIDOR;

SUCH DEBT TO CONSIST OF SALES AND USE TAX REVENUE BONDS WHICH ARE PAYABLE FROM THE CITY’S ACQUISITION AND IMPROVEMENT FUND AND ALL OR ANY PORTION THE REMAINING SALES AND USE TAX IMPOSED BY THE CITY, WITH SUCH DEBT TO BE ISSUED, DATED AND SOLD AT SUCH TIME, AND AT SUCH PRICES (AT, ABOVE OR BELOW PAR) AND TO CONTAIN SUCH TERMS, NOT INCONSISTENT HEREWITH, AS THE CITY COUNCIL MAY DETERMINE?

WHEREAS, the City is authorized by Section 10.6 of the City Charter to issue sales and use tax obligations payable out of the proceeds of City sales and use taxes and, to the date of this Ordinance, no bonds, notes or other obligations have been issued pursuant to the Ballot Issue 2D; and

WHEREAS, pursuant to Resolution 2018-42 passed by the City Council on October 4, 2018, the City Council was presented with a plan of finance for the funding of certain of the purposes authorized at the election held in 2016 and directed City staff, agents and advisors to proceed with preparation of an ordinance for consideration by the City Council; and

WHEREAS, the interest rate for the initial series of Notes has been locked at 3.14% provided that closing on said series occurs on or before December 5, 2018; and

WHEREAS, the City Council hereby determines that it is in the best interests of the City and the residents thereof to issue one or more series of sales and use tax revenue notes for the purpose of funding the Project; and

WHEREAS, the Notes shall be a revenue obligation of the City payable solely from the Sales and Use Tax and moneys credited to the Acquisition and Improvement Fund; and

WHEREAS, none of the members of the City Council have any potential conflicting interests in connection with the authorization, issuance and delivery of the Notes, or the use of the proceeds thereof; and

WHEREAS, there have been presented to the City, and made available to the members of the City Council, the Loan Placement Agent Agreement, the Term Sheet for the first Note to be issued, the Paying Agent Agreement, the Rate Lock Agreement and forms of other documents relating to the Notes; and

WHEREAS, the City Council desires to authorize the sale and issuance of the Notes.

THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO  
ORDAINS:

**Section 1. Definitions.** The following terms shall have the following meanings as used in this Ordinance:

*“Acquisition and Improvement Fund”* means the “Acquisition and Improvement Fund” established pursuant to Section 040.010.040 of the Municipal Code and reaffirmed in this Ordinance.

*“Authorized Denomination”* means the outstanding principal amount of each Note issued and delivered pursuant to this Ordinance.

*“Ballot Issue Authorization”* means Ballot Issue 2D approved by City voters at an election held on November 2, 2016, which ballot issue is set forth in the preambles hereto.

*“Bank”* means UMB Bank, n.a., in Denver, Colorado, or its successor, a national banking association duly organized and existing under the laws of the United States of America, being a member of the Federal Deposit Insurance Corporation, and having full and complete trust powers.

*“Business Day”* means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State are authorized or obligated by law or executive order to be closed for business.

*“Charter”* means the Glenwood Springs Home Rule Charter.

*“City”* means the City of Glenwood Springs, Colorado.

*“City Council”* means the City Council of the City.

*“Dated Date”* means the original dated date for each Note as established in the Loan Certificate.

*“Enabling Law”* means collectively, the Charter, the Ballot Issue Authorization, the Supplemental Act, the Municipal Code and all other laws enabling the actions taken pursuant to this Ordinance.

*“Event of Default”* means any of the events specified in the section hereof entitled “Events of Default.”

*“Federal Securities”* means bills, certificates of indebtedness, bonds, notes or similar securities which are direct non-callable obligations of the United States of America or which are fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America.

*“Interest Payment Date”* means each June 1 and December 1, commencing June 1, 2019, or such other dates as established in the Loan Certificate.

*“Interest Rate”* means the per annum rate of interest for each Note established pursuant to the Loan Certificate or the Rate Lock Agreement.

*“Interest Sub-Account”* means a sub-account of the Note Account established by the provisions hereof for the purpose of paying the interest on the Notes.

*“Lender”* means JPMorgan Chase Bank, NA, the initial registered owner of the Notes.

*“Letter of Instructions”* means the Letter of Instructions, dated the Dated Date and delivered by Note Counsel to the City, as it may be superseded or amended in accordance with its terms.

*“Loan”* means the loan extended by the Lender pursuant to the terms established in the Term Sheet and this Ordinance, and evidenced through the issuance and delivery of the Notes by the City.

*“Loan Certificate”* means collectively, the certificates executed by the Loan Delegate under the authority delegated pursuant to this Ordinance which sets forth the final terms of the Notes described in the Section hereof entitled “Delegation and Parameters.”

*“Loan Delegate”* means the Mayor or, in the absence of the Mayor, the Mayor Pro Tem of the City.

*“Loan Placement Agent Agreement”* means the agreement between the City and the Placement Agent concerning the services provided by the Placement Agent to the City in connection with the placement of the Loan with the Lender.

*“Maturity Date”* means December 1, 2033, or such other date established in the Loan Certificate for the final payment of the principal of and unpaid accrued interest on the Notes; provided such date shall be no later than fifteen years after the applicable Dated Date.

*“Municipal Code”* means the Glenwood Springs Municipal Code.

*“Note Account”* means the “Note Account” established in the Section hereof entitled “Reaffirmation of Acquisition and Improvement Fund; Establishment of Accounts.”

*“Note Counsel”* means (a) as of the date of issuance of the Note, Kutak Rock LLP, and (b) as of any other date, Kutak Rock LLP or such other attorneys selected by the City with nationally recognized expertise in the issuance of municipal obligations.

*“Notes”* means one or more series of a Sales and Use Tax Revenue Note, dated as of the Dated Date, which were authorized pursuant to the Ballot Issue Authorization and will be issued and delivered pursuant to this Ordinance.

*“Ordinance”* means this ordinance which authorizes the issuance of the Notes, including any amendments properly made hereto.



“*Owner*” means the Lender as of the Dated Date, and thereafter, following a transfer and exchange of a Note, the Person in whose name such Note is registered on the registration books maintained by the Paying Agent pursuant hereto.

“*Parity Lien Obligation*” means any bond, note or other obligation (which may or may not be multiple-fiscal year financial obligations), permitted to be issued in the future pursuant to the Section hereof entitled “Conditions to the Issuance of a Parity Lien Obligation,” with a lien that is equal and on a parity with the lien of the Notes on the Pledged Revenues (excluding moneys credited to the Reserve Account.)

“*Paying Agent*” means the Bank and its successors in interest or assigns approved by the City, which shall act as paying agent, registrar, and authenticating agent for the Notes.

“*Paying Agent Agreement*” means an agreement or agreements between the City and the Paying Agent concerning the duties and obligations of the Paying Agent with respect to the Notes. References to the Paying Agent Agreement shall also include, without limitation, any additional agreements or documentation which may be necessary or desirable in connection with the Reserve Account.

“*Permitted Investments*” means any lawful investment permitted for the investment of funds of the City by the Charter and the laws of the State.

“*Person*” means a corporation, firm, other body corporate, partnership, association or individual and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

“*Placement Agent*” means Stifel, Nicolaus & Company, Incorporated, of Denver, Colorado.

“*Pledged Revenues*” means all of the City’s Sales and Use Tax revenues required to be credited to the Acquisition and Improvement Fund pursuant to pursuant to Section 040.010.040 of the Municipal Code and all moneys credited from time-to-time to the Acquisition and Improvement Fund (including without limitation moneys credited to the Reserve Account.)

“*Principal Redemption Date*” means each December 1, commencing December 1, 2020 until the principal of each Note is paid in full on the Maturity Date or upon prior redemption.

“*Principal Sub-Account*” means a sub-account of the Note Account established by the provisions hereof for the purpose of paying the principal of and premium, if any, on the Notes.

“*Project*” means any purpose for which proceeds of the Notes may be expended under the Ballot Issue Authorization and Section 040.010.040 of the Municipal Code.

“*Project Account*” means the Project Account established in the Section hereof entitled “Reaffirmation of Acquisition and Improvement Fund; Establishment of Accounts.”

“*Rate Lock Agreement*” means the Rate Lock Letter Agreement between JPMorgan Chase Bank, NA and the City, to be executed shortly after the effective date of this Ordinance,

pursuant to which JPMorgan Chase Bank NA agrees to a fixed interest rate, for a period of approximately six months, for a specified dollar amount of the Loan to be funded in 2019.

*“Required Reserve Amount”* means, as of the Dated Date for any Note, an amount equal to the lesser of: (a) 10% of the par amount of the Notes; (b) the maximum scheduled annual payments of principal and interest on the Notes; (c) 125% of the average scheduled annual payments of principal and interest on the Notes.

*“Reserve Account”* means the Reserve Account established in the Section hereof entitled “Reaffirmation of Acquisition and Improvement Fund; Establishment of Accounts.”

*“Sales and Use Tax”* means the one cent sales and use tax of the City, as imposed by the City together with the levy of other sales and use taxes pursuant to Section 040.010.030 of the Municipal Code, for credit to the Acquisition and Improvement Fund pursuant to Section 040.010.040 of the Municipal Code. The term “Sales and Use Tax” does not include the costs of collection of said tax nor does it include any of the City’s sales and use tax other than the one cent sales and use tax imposed for credit to the Acquisition and Improvement Fund, or any other legally available excise tax unless otherwise provided by the City Council.

*“State”* means the State of Colorado.

*“Supplemental Act”* means Part 2 of Article 57 of Title 11, of the Colorado Revised Statutes.

*“Tax Code”* means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Tax Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder and applicable to the Notes or the use of proceeds thereof, unless the context clearly requires otherwise.

*“Term Sheet”* means collectively, one or more term sheets of JPMorgan Chase Bank, NA, the first of which is dated October 17, 2018, as supplemented or revised, which set forth the terms pursuant to which the Lender is making the Loan to the City.

**Section 2. Authorization and Purpose of the Notes.** Pursuant to and in accordance with the Enabling Law, the City hereby approves the Loan and, to evidence the Loan, authorizes and orders that there shall be issued, in one or more series, the “City of Glenwood Springs Sales and Use Tax Revenue Notes” for the purpose of financing the costs of the Project. The caption on each Note shall include a series reference that identifies the Note by the year of its issuance (i.e., Series 2018 for the Note issued in calendar year 2018).

### **Section 3. Note Details.**

(a) ***Registered Form, Denomination, Dated Date and Numbering.*** The Notes shall be issued in one or more series, each as a single, fully registered Note, which shall be dated as of the Dated Date and registered in the name of the Lender, or if later transferred pursuant to the Section hereof entitled “Registration, Transfer and Exchange of the Notes,” in the name of the Person identified in the registration books of the City maintained by the Paying Agent. Each Note shall be issued in the Authorized Denomination. The Notes shall be in substantially the

form set forth in Appendix A hereto with such changes thereto, not inconsistent herewith, as may be necessary or desirable and approved by the City officials executing the same (whose signatures thereon shall constitute conclusive evidence of such approval). The Notes shall be consecutively numbered (i.e., the first two Notes are “R-1” and “R-2”). Each Note shall recite that it is issued under the authority of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of each Note after its deliver for value.

(b) ***Maturity Date, Interest Rate and Accrual of Interest.*** As set forth in the Loan Certificate executed in connection with each Note, each Note shall be dated as of the Dated Date, mature on the Maturity Date and bear interest payable on each Interest Payment Date at the Interest Rate per annum (calculated based on a 360-day year of twelve 30-day months) from the later of the Dated Date or the latest Interest Payment Date to which interest has been paid in full.

(c) ***Manner and Form of Payment.*** The principal of the Notes shall be payable in lawful money of the United States of America to the Owner upon prior redemption or on the Maturity Date. The interest on and principal of the Notes is payable to the Owner at its address as it appears on the registration books maintained by or on behalf of the City by the Paying Agent.

Interest and principal payments shall be paid by check or draft of the Paying Agent mailed on or before each Interest Payment Date and Principal Redemption Date to the Owner. The Paying Agent may make payments of interest and principal by alternative means, such as by wire transfer, as may be mutually agreed to between the Owner of the Notes and the Paying Agent. All payments of the principal of and interest on the Notes shall be made in lawful money of the United States of America.

The Note certificate must be presented for the final payment of the principal of a Note on the Maturity Date or date on which the principal of the Note is to be paid in full and need not be presented for mandatory scheduled redemption or optional redemption of the Note. Presentation of the Note to the Paying Agent shall be made at the principal office of the Paying Agent in Kansas City, Missouri, or at such other address as provided in writing by the Paying Agent to the Owner.

#### **Section 4. Delegation and Parameters.**

(a) ***Delegation.*** The City Council hereby delegates to the Loan Delegate, for a period of one year from the effective date of this Ordinance, the authority to determine and set forth in the Loan Certificate: (i) the matters set forth in subsection (b) of this Section, subject to the applicable parameters set forth in subsection (c) of this Section; and (ii) any other matters that, in the judgment of the Loan Delegate, are necessary or convenient to be set forth in the Loan Certificate and are not inconsistent with the parameters set forth in subsection (c) of this Section or the provisions of this Ordinance.

(b) ***Loan Certificates.*** The Loan Certificate for each Note shall set forth the following matters and other matters permitted to be set forth therein pursuant to subsection (a) of this Section, but each such matter must fall within the applicable parameters set forth in subsection (c) of this Section and other provisions of this Ordinance: (i) the Dated Date; (ii) the

Maturity Date; (iii) the Interest Payment Date; (iv) the principal amount of the Note; (v) the Interest Rate on the Note; (vi) the principal amount of the Note subject to mandatory scheduled redemption on each Principal Redemption Date, (vii) the dates upon which optional redemption may occur and the prices at which the Note may be optionally redeemed and (viii) the Term Sheet for Notes issued in 2019.

(c) **Parameters.** The authority delegated to the Loan Delegate by this Section shall be subject to the provisions of the Term Sheet and the following parameters: (i) the aggregate principal amount of the Notes shall not exceed \$22,500,000; (ii) the maximum net effective interest rate for any series of Notes shall not exceed 3.95% per annum; and (iii) the combined maximum repayment cost for the Notes shall not exceed the Ballot Issue Authorization.

## **Section 5. Redemption of Notes Prior to Maturity.**

(a) **Optional Redemption.** The Notes shall be subject to redemption at the option of the City, in whole or in part, on such dates and subject to such redemption premiums, if any, as provided for in the Term Sheet and as set forth in the Loan Certificate.

(b) **Mandatory Scheduled Redemption.** The principal amount of the Notes shall be subject to mandatory scheduled redemption on each Principal Redemption Date and in the principal amounts specified in the Loan Certificate, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the scheduled Principal Redemption Date.

(c) **Redemption Procedures.** No notice shall be required for mandatory scheduled redemption to occur on each Principal Redemption Date. Notice of optional redemption of the Notes shall be given by the Paying Agent in the name of the City, not less than thirty days prior to the redemption date, by electronic means (provided that the Owner has consented to such means of notification at the address provided by the Owner to the Paying Agent), by first class mail or by such other means acknowledged by the Owner of the Notes. Such notice shall specify the principal amount to be redeemed (if redemption shall be in part) and the optional redemption date.

## **Section 6. Execution, Authentication and Delivery of the Notes.**

(a) **Execution.** The Notes shall be executed in the name and on behalf of the City with the manual or facsimile signature of the Mayor, shall bear a manual or facsimile of the seal of the City and shall be attested by the manual or facsimile signature of the City Clerk, both of whom are hereby authorized and directed to prepare and execute the Notes in accordance with the requirements hereof. Should any officer whose manual or facsimile signature appears on the Notes cease to be such officer before delivery of the Notes, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes.

(b) **Authentication.** When a Note has been executed, the Note shall be delivered to the Paying Agent for authentication. No executed Note shall be secured by or entitled to the benefit of this Ordinance, or shall be valid or obligatory for any purpose, unless the certificate of authentication of the Paying Agent has been manually executed by an authorized signatory of the Paying Agent. The executed certificate of authentication of the Paying Agent upon an executed



Note shall be conclusive evidence, and the only competent evidence, that the Note has been properly authenticated hereunder.

(c) ***Delivery.*** Upon the authentication of an executed Note, receipt of the principal amount of the Note from the Lender and issuance of the approving opinion of Note Counsel, the Paying Agent shall release the Note and deliver the same to the Lender in accordance with the directions of the Lender.

#### **Section 7. Registration, Transfer and Exchange of the Notes.**

(a) ***Registration.*** The Paying Agent shall maintain the registration book in which the ownership, transfer and exchange of the Notes shall be recorded. The Person in whose name a Note shall be registered in such registration book shall be deemed to be the absolute owner thereof for all purposes.

(b) ***Transfer and Exchange.*** The Notes may be transferred at the principal office of the Paying Agent or at such other location designated by the Paying Agent for such purpose, for a like aggregate principal amount of the same Maturity Date and Interest Rate. Upon surrender for transfer of a Note, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his or her attorney duly authorized in writing, the City shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee a new Note. The transferring Owner shall pay any reasonable costs of the City incurred in connection with the transfer of the Note.

**Section 8. Replacement of Lost, Destroyed or Stolen Note.** If a Note shall become lost, apparently destroyed, stolen or wrongfully taken, it may be replaced in the form and tenor of the lost, destroyed, stolen or taken Note and the City shall execute and the Paying Agent shall authenticate and deliver a replacement Note upon the Owner furnishing, to the satisfaction of the Paying Agent: (a) proof of ownership (which shall be shown by the registration books of the Paying Agent), (b) proof of loss, destruction or theft, (c) an indemnity to the City and the Paying Agent with respect to the Note lost, destroyed or taken, and (d) payment of the cost of preparing and executing the new Note.

**Section 9. Reaffirmation of Acquisition and Improvement Fund; Establishment of Accounts.** There is hereby reaffirmed the Acquisition and Improvement Fund. Moneys credited to the Acquisition and Improvement Fund shall be appropriated and distributed in accordance with Section 040.010.040 of the Municipal Code and this Ordinance. There also are hereby established within the Acquisition and Improvement Fund the following accounts: (a) the Note Account, which shall include the Interest Sub-Account and the Principal Sub-Account; (b) the Reserve Account (which shall be held by the Paying Agent) and (c) the Project Account.

**Section 10. Application of Proceeds of the Notes.** Upon payment to the City of all or a portion of the Loan evidenced by a Note, the Loan proceeds received by the City shall be applied as a supplemental appropriation of the City as follows: (a) capitalized interest identified in the Loan Certificate shall be credited to the Interest Sub-Account; (b) proceeds in the amount of the Required Reserve Amount shall be credited to the Reserve Account and (c) all remaining proceeds shall be credited to the Project Account (provided however, the cost of issuance

relating to a Note may be paid on the City's behalf from proceeds of the Loan prior to the credit of such Loan proceeds into the Project Account.)

**Section 11. Pledged Revenues.** All revenues from the Sales and Use Tax shall continue to be credited to the Acquisition and Improvement Fund. The City shall apply the moneys credited to the Acquisition and Improvement Fund in the following order of priority (for purposes of the following, when credits to more than one account or purpose are required at any single priority level, such credits shall rank *pari passu* with each other and, in the event that Pledged Revenue is not sufficient to fully fund all amounts required at any single priority level, credits shall be made *pro rata*, in accordance with the relative amounts required to be credited to such accounts or purposes):

FIRST, to the credit of the Note Account, the amounts required by the Section hereof titled "Note Account", and to the credit of any other account established for the payment of the interest on, and thereafter the principal of, premium if any, on Parity Lien Obligations, the amounts required by the instruments authorizing or controlling the payment of such Parity Lien Obligations;

SECOND, to the credit of the Reserve Account, the amounts required by the Section hereof titled "Reserve Account", and to the credit of the any reserve account established to prevent a default in the timely payment of Parity Lien Obligations the amounts required by the instruments authorizing or controlling the payment of such Parity Lien Obligations;

THIRD, to the credit of any other fund or account hereafter established for the payment of the principal of, premium, if any, and interest on subordinate lien obligations, including any sinking fund, reserve fund, or similar fund or account established therefor, the amounts required by the ordinance or other enactment authorizing issuance of the subordinate lien obligations; and

FOURTH, to the credit of any other fund or account as may be designated by the City, to be used for any lawful purpose, any moneys remaining in the Acquisition and Improvement Fund after the payments and accumulations set forth in First through Third above.

## **Section 12. Note Account.**

(a) ***Use of Moneys in the Note Account.*** Moneys credited to the Note Account shall be used solely for the purpose of paying the principal of, premium if any, and interest on the Notes. The Interest Sub-Account shall be used to pay the interest on the Notes and the Principal Sub-Account shall be used to pay the principal of, and premium if any on, the Notes.

(b) ***Credits to the Interest Sub-Account.*** Commencing on or before the fifth Business Day of each month following the date of issuance of the Notes, and taking into consideration moneys (including capitalized interest, if any) then credited to the Interest Sub-Account, there shall be credited to the Interest Sub-Account Pledged Revenues in an amount equal to the Pro Rata Portion of the interest to come due on the Notes on the next succeeding Interest Payment Date.

(c) ***Credits to the Principal Sub-Account.*** Commencing on or before the fifth Business Day of each month following the date of issuance of the Notes, and taking into consideration moneys then credited to the Principal Sub-Account, there shall be credited to the Principal Sub-Account Pledged Revenues in an amount equal to the Pro Rata Portion of the principal to come due on the Notes on the next succeeding Principal Redemption Date and on the Maturity Date (following the last Principal Redemption Date for any Note.)

(d) ***Investments.*** Moneys credited to the Note Account may be invested or credited to securities or obligations that are Permitted Investments. The investment of moneys credited to the Note Account shall, however, be subject to the covenants and provisions of the Section hereof entitled “Covenants Regarding Exclusion of Interest on the Notes from Gross Income for Federal Income Tax Purposes.” Except to the extent otherwise required by such Section, all interest income from the investment or reinvestment of moneys credited to any sub-account of the Note Account shall remain in and become part of such sub-account.

### **Section 13. Reserve Account.**

(a) ***Use of Moneys in the Reserve Account.*** Moneys in the Reserve Account shall be used, if necessary, only to prevent a default in the payment of the principal of, premium if any, and interest on the Notes when due. Moneys credited to the Reserve Account or proceeds of the liquidation of Permitted Investments credited to the Reserve Account shall be used by the Paying Agent on any date on which a payment of the principal of, premium if any, or interest on the Notes is due to the extent that the moneys otherwise held by the Paying Agent for such purpose are insufficient to make such payment.

(b) ***Funding and Maintenance of Reserve Account Requirement.*** The Reserve Account Requirement shall be held by the Paying Agent and funded and maintained by any one of or any combination of cash or Permitted Investments. Cash shall satisfy the Reserve Account Requirement by the amount of cash credited to the Reserve Account. Permitted Investments shall satisfy the Reserve Account Requirement by the value of such investments and shall be marked-to-market not less than annually.

(c) ***Interest Income and Reserve Account Transfers.*** If at any time the calculated amount of the Reserve Account is less than the Reserve Account Requirement or transfers are made from the Reserve Account as provided in paragraph (a) of this Section, then the City shall promptly bring the amount credited to the Reserve Account to the Reserve Account Requirement as provided in the Section hereof titled “Pledged Revenues”. Interest income from the investment or reinvestment of moneys credited to the Reserve Account shall be retained in the Reserve Account to the extent that the balance of the Reserve Account is less than the Reserve Account Requirement and shall be used by the Paying Agent for the payment of the principal of and interest on the Notes to the extent that the balance of the Reserve Account is more than the Reserve Account Requirement; provided however, such applications shall be subject to the covenants and provisions of the Section hereof entitled “Covenants Regarding Exclusion of Interest on the Notes from Gross Income for Federal Income Tax Purposes.”

#### **Section 14. Project Account.**

(a) ***Use of Moneys in Project Account.*** All moneys credited to the Project Account shall be applied solely to the payment of the costs of the Project. Upon the determination of the City Manager that all costs of the Project have been paid or are determinable, any balance remaining in the Project Account (less any amounts necessary to pay the costs of the Project not then due and owing) shall be transferred to any subaccount of the Note Account.

(b) ***Investments.*** Moneys credited to the Project Account may be invested or credited to securities or obligations that are Permitted Investments. The investment of moneys credited to the Project Account shall, however, be subject to the covenants and provisions of the Section hereof entitled "Covenants Regarding Exclusion of Interest on the Notes from Gross Income for Federal Income Tax Purposes." Except to the extent otherwise required by such section, interest income from the investment or reinvestment of moneys shall remain in and become part of the Project Account.

#### **Section 15. Pledge and Lien for Payment of the Notes.**

(a) ***Pledge of Revenues.*** The City hereby pledges for the payment of the principal of and interest on the Notes, and grants a first lien (but not necessarily an exclusive first lien) for such purpose on (i) the Sales and Use Tax and (ii) all moneys on credited from time-to-time in the Acquisition and Improvement Fund, including without limitation moneys credited to the Note Account and the Reserve Account. The creation, perfection, enforcement, and priority of the pledge of Pledged Revenues shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The Pledged Revenues shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described herein. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the District irrespective of whether such persons have notice of such liens.

(b) ***Superior Liens Prohibited.*** The City shall not pledge or create any other lien on the revenues and moneys pledged pursuant to paragraph (a) of this Section that is superior to the pledge thereof or lien thereon pursuant to such paragraphs.

(c) ***Subordinate Liens Permitted.*** Nothing herein shall prohibit the City from issuing subordinate lien obligations and pledging or creating a lien on the revenues and moneys pledged and the lien created pursuant to paragraph (a) of this Section that is subordinate to the pledge thereof or lien thereon pursuant to such paragraph, provided that no Event of Default shall have occurred and be continuing.

(d) ***No Prohibition on Additional Security.*** Nothing herein shall prohibit the City from crediting any legally available revenues from the Sales and Use Tax that are not Pledged Revenues or any other moneys into any account of the Acquisition and Improvement Fund pledged to the payment of the Notes (and thereby subjecting the moneys so credited to the pledge made and lien granted in paragraph (a) of this Section).



(e) ***The Notes are Special, Limited Obligations of the City.*** The Notes are special, limited obligations of the City payable solely from the Pledged Revenues. The Notes shall not constitute general obligations of the City.

**Section 16. Conditions to the Issuance of a Parity Lien Obligation.** The City shall not issue Parity Lien Obligation without the prior written consent of the Owner unless (i) the Sales and Use Tax for the preceding calendar year immediately preceding the calendar year in which the proposed Parity Lien Obligation is issued have been equal to at least 125% of the sum of the maximum annual principal and interest due or to become due on the Notes and any outstanding Parity Lien Obligation during each calendar year following the date of issuance of the proposed Parity Lien Obligation; and (ii) no Event of Default has occurred and is continuing under this Ordinance. Compliance with such covenant shall be certified by the City Manager or the City Finance Director to the Owner prior to the issuance of the Parity Lien Obligation. All Parity Lien Obligations shall be payable and the same Interest Principal Payment Dates and Principal Redemption Dates as the Notes.

**Section 17. Additional General Covenants.** In addition to the other covenants of the City contained herein, the City hereby further covenants for the benefit of Owner of the Notes that:

(a) ***Maintenance of Sales and Use Tax.*** The City will not reduce the percentage of the Sales and Use Tax credited to the Acquisition and Improvement Fund pursuant to Section 040.010.040 of the Municipal Code, will not reduce the current rate of the Sales and Use Tax, and will not alter, exempt or modify the transactions, properties or items subject to the Sales and Use Tax in any manner that the City expects will materially reduce the amounts available for credit to the Acquisition and Improvement Fund.

(b) ***Efficient Collection and Enforcement of the Sales and Use Tax.*** The City will manage the collection and enforcement of the Sales and Use Tax in the most efficient and economical manner practicable.

(c) ***Inspection of Records.*** The City will keep or cause to be kept such books and records showing the proceeds of the Sales and Use Tax, in which complete entries shall be made in accordance with generally accepted accounting principles, as applicable to governmental entities, and the Owner shall have the right at all reasonable times to inspect all non-confidential records, accounts, actions and data of the City relating to the Notes including, without limitation, the Sales and Use Tax and the Acquisition and Improvement Fund.

(d) ***Annual Audit and Related Financial Information.*** The City will cause an annual audit to be made of the books relating to the Sales and Use Tax each year by an independent certified public accountant and shall furnish a copy thereof to the Owner at the address provided by the Owner within the earlier of (i) thirty days from the date of public release of the audit or (ii) two hundred and seventy days of the close of each fiscal year. The annual audit of the City's general purpose financial statements shall be deemed to satisfy this covenant. Additionally, the City shall furnish a physical or electronic copy of its annual budget to the Owner, at the address provided by the Owner, within sixty days of the adoption or amendment of the City's annual budget. Finally, the City will provide such other financial information

reasonably requested by the Owner, including without limitation long-term capital improvement plans which have been officially adopted by the City Council.

**Section 18. Covenants Regarding Exclusion of Interest on the Notes from Gross Income for Federal Income Tax Purposes.** For purposes of ensuring that the interest on the Note is and remains excluded from gross income for federal income tax purposes, the City hereby covenants that:

(a) ***Prohibited Actions.*** The City will not use or permit the use of any proceeds of the Notes or any other funds of the City from whatever source derived, directly or indirectly, to acquire any securities or obligations and shall not take or permit to be taken any other action or actions, which would cause the Notes to be an “arbitrage bond” within the meaning of Section 148 of the Tax Code, or would otherwise cause the interest on the Notes to be includible in gross income for federal income tax purposes.

(b) ***Affirmative Actions.*** The City will at all times do and perform all acts permitted by law that are necessary in order to assure that interest paid by the City on the Notes shall not be includible in gross income for federal income tax purposes under the Tax Code or any other valid provision of law. In particular, but without limitation, the City represents, warrants and covenants to comply with the following rules unless it receives an opinion of Note Counsel stating that such compliance is not necessary: (i) gross proceeds of the Notes will not be used in a manner that will cause the Notes to be considered “private activity bond” within the meaning of the Tax Code; (ii) the Notes are not and will not become directly or indirectly “federally guaranteed”; and (iii) the City will timely file Internal Revenue Form 8038-G which shall contain the information required to be filed pursuant to Section 149(e) of the Tax Code.

(c) ***Letter of Instructions.*** The City will comply with the Letter of Instructions delivered to it on the date of issuance of the Notes, including but not limited by the provisions of the Letter of Instructions regarding the application and investment of Note proceeds, the calculations, the deposits, the disbursements, the investments and the retention of records described in the Letter of Instructions; provided that, in the event the original Letter of Instructions is superseded or amended by a new Letter of Instructions drafted by, and accompanied by an opinion of Note Counsel stating that the use of the new Letter of Instructions will not cause the interest on the Notes to become includible in gross income for federal income tax purposes, the City will thereafter comply with the new Letter of Instructions.

(d) ***Qualified Tax-Exempt Obligation Designation.*** The City hereby designates the Note issued and delivered in calendar year 2018 as a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the Tax Code. The City covenants that the aggregate face amount of all tax-exempt obligations issued by the City, together with governmental entities which derive their issuing authority from the City or are subject to substantial control by the City, shall not be more than \$10,000,000 during calendar year 2018. The City recognizes that such tax-exempt obligations include bonds, leases, loans and warrants, as well as the Note to be issued and delivered in 2018. The City further recognizes that any Owner will rely on the City’s designation of the Note as a qualified tax-exempt obligation for the purpose of avoiding the loss of 80% of any otherwise available interest deduction attributable to such bank’s tax-exempt holdings.

**Section 19. Defeasance.** The Notes shall not be deemed to be outstanding hereunder if it shall have been paid and cancelled or if cash or Federal Securities shall have been credited to trust for the payment thereof (whether upon or prior to the maturity of a Note, but if the Note is to be paid prior to maturity, the City shall have given the Paying Agent irrevocable directions to give notice of redemption as required by this Ordinance, or such notice shall have been given in accordance with this Ordinance). In computing the amount of the deposit described above, the City may include interest to be earned on the Federal Securities. If less than all a Note is to be defeased pursuant to this Section, the City, in its sole discretion, may select the principal amount of the Note payable on any Principal Redemption Date which shall be defeased.

**Section 20. Events of Default.** Each of the following events constitutes an Event of Default:

(a) ***Nonpayment of Principal, Premium or Interest.*** Failure to make any payment of principal of, premium, if any, or interest on the Notes when due hereunder;

(b) ***Breach or Nonperformance of Duties.*** Breach by the City of any covenant set forth herein or failure by the City to perform any duty imposed on it hereunder and continuation of such breach or failure for a period of thirty days after receipt by the City Clerk of written notice thereof from the Paying Agent or from the Owner; or

(c) ***Appointment of Receiver.*** An order or decree is entered by a court of competent jurisdiction appointing a receiver for all or any portion of the revenues and moneys pledged for the payment of the Notes pursuant hereto is entered with the consent or acquiescence of the City or is entered without the consent or acquiescence of the City but is not vacated, discharged or stayed within thirty days after it is entered.

**Section 21. Remedies for Events of Default.**

(a) ***Remedies.*** Upon the occurrence and continuance of any Event of Default, the Owner, or a trustee therefor, may protect and enforce its rights hereunder by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenants, the appointment of a receiver (the consent of such appointment being hereby granted), injunctive relief, or requiring the City Council to act as if it were the trustee of an express trust, or any combination of such remedies; provided however, that acceleration of any payments due with respect to the Notes shall not be a remedy available to the Owner. All proceedings shall be maintained for the benefit of the Owner of the Notes.

(b) ***Failure to Pursue Remedies Not a Release; Rights Cumulative.*** The failure of the Owner to proceed in any manner herein provided shall not relieve the City of any liability for failure to perform or carry out its duties hereunder. The foregoing rights are in addition to any other right available to the Owner of the Notes and the exercise of any right by the Owner shall not be deemed a waiver of any other right.

**Section 22. Amendment of Ordinance.** The City may not amend this Ordinance without the prior written consent of the Owner of the Notes.

**Section 23. Findings and Determinations.** Having been fully informed of and having considered all the pertinent facts and circumstances, the Council does hereby find, determine, and declare:

(a) voter approval of the Ballot Issue Authorization was obtained in accordance with all applicable provisions of law and, in accordance with the Ballot Issue Authorization;

(b) the issuance of the Notes and all procedures undertaken incident thereto are in full compliance and conformity with all applicable requirements, provisions and limitations prescribed by the Enabling Law, and other applicable law relating to the issuance of the Notes have been satisfied;

(c) it is to the best advantage of the City and its residents that the Notes be authorized, sold, issued and delivered at the time, in the manner and for the purposes provided in this Ordinance; and

(d) The City Council elects to apply all of the provisions of the Supplemental Act to the issuance of the Notes.

**Section 24. Appointment and Duties of Paying Agent.** The Paying Agent is hereby appointed as paying agent, registrar and authenticating agent for the Notes unless and until the City removes it as such and appoints a successor Paying Agent, in which event such successor shall automatically succeed to the duties of the Paying Agent hereunder and its predecessor shall immediately turn over all its records regarding the Notes to such successor. The Paying Agent, by accepting its duties as such, agrees to perform all duties and to take all actions assigned to it hereunder in accordance with the terms hereof. The appointment and acceptance of the duties of Paying Agent hereunder shall be affected through the execution of an agreement by the Paying Agent.

**Section 25. Approval of Miscellaneous Documents.** The City Council hereby authorizes and approves the execution of all documents and certificates necessary or desirable to effectuate the issuance of the Notes and the transaction contemplated hereby, including without limitation the Loan Placement Agent Agreement, the Term Sheet, the Paying Agent Agreement and the Rate Lock Agreement, and execution by the parties thereto shall constitute the City Council's approval of such documents and certificates in the form so executed.

**Section 26. Ratification of Prior Actions.** All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council or by the officers and employees of the City directed toward the issuance of the Notes for the purposes herein set forth, including without limitation actions taken on the City's behalf by the Placement Agent in connection with the request for bids in connection with the financing of the Project, are hereby ratified, approved and confirmed.

**Section 27. Events Occurring on Days That Are Not Business Days.** Except as otherwise specifically provided herein with respect to a particular payment, event or action, if any payment to be made hereunder or any event or action to occur hereunder which, but for this Section, is to be made or is to occur on a day that is not a Business Day shall instead be made or occur on the next succeeding day that is a Business Day.

**Section 28. Headings.** The headings to the various sections and paragraphs to this Ordinance have been inserted solely for the convenience of the reader, are not a part of this Ordinance, and shall not be used in any manner to interpret this Ordinance.

**Section 29. Ordinance Irrepealable.** After a Note has been issued, this Ordinance shall constitute a contract between the Owner and the City, and shall be and remain irrepealable until all Notes issued pursuant to this Ordinance and the interest accruing thereon shall have been fully paid, satisfied, and discharged, as herein provided.

**Section 30. Severability.** It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

**Section 31. Repealer.** All orders, bylaws, ordinances, and resolutions of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED  
PUBLISHED BY TITLE ONLY THIS 1<sup>st</sup> DAY OF NOVEMBER, 2018.

CITY OF GLENWOOD SPRINGS, COLORADO

---

Mike Gamba, Mayor

ATTEST:

---

Catherine Mythen, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY  
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND  
PUBLICATION THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

CITY OF GLENWOOD SPRINGS, COLORADO

---

Mike Gamba, Mayor

ATTEST:

---

Catherine Mythen, City Clerk



**APPENDIX A**  
**FORM OF NOTE**  
**UNITED STATES OF AMERICA**  
**CITY OF GLENWOOD SPRINGS, COLORADO**  
**SALES AND USE TAX REVENUE NOTE**  
**SERIES 20\_\_**

R-\_\_\_\_\_ \$ \_\_\_\_\_

**Interest Rate**

**Maturity Date**

**Dated Date**

%

December 1, 20\_\_

\_\_\_\_\_

REGISTERED OWNER:

PRINCIPAL SUM:

DOLLARS

CITY OF GLENWOOD SPRINGS, COLORADO, in the State of Colorado, a duly organized and validly existing home-rule City and political subdivision of the State of Colorado (the "City"), for value received, hereby promises to pay, solely out of the special accounts hereinafter designated but not otherwise, to the registered owner named above, or registered assigns, on the Maturity Date specified above or on Principal redemption Dates, the principal amount specified above (capitalized terms used herein shall have the meanings set forth in City Ordinance No. 2018-\_\_ authorizing the issuance of this Note (the "Ordinance")). In like manner the City promises to pay interest on the unpaid principal amount (computed on the basis of a 360-day year of twelve 30-day months) from the Interest Payment Date next preceding the date of registration and authentication of this Note, except that interest paid on the first Interest Payment Date shall be computed from the Dated Date set forth above, at the Interest Rate per annum specified above, payable semiannually on June 1<sup>st</sup> and December 1<sup>st</sup> each year, commencing on \_\_\_\_\_, until the outstanding principal amount is paid in full.

The final installment of the principal of and interest on this Note is payable upon presentation and surrender of this Note at the principal operations office of UMB Bank, n.a. (the "Paying Agent"), in Kansas City, Missouri. The Note need not be presented for the payment of principal when redeemed in the case of mandatory scheduled redemption or optional redemption. The Paying Agent may make payments of interest on this Note by such alternative means as may be mutually agreed to between the registered owner of this Note and the Paying Agent. THE ORDINANCE CONSTITUTES THE CONTRACT BETWEEN THE REGISTERED OWNER OF THIS NOTE AND THE CITY. THIS NOTE IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE ORDINANCE, WHICH SUPERSEDES ANY INCONSISTENT STATEMENT IN THIS NOTE.

[Redemption Provisions to be Inserted Here.]

The Note is special, limited obligation of the City payable solely from and secured solely by the sources provided in the Ordinance and shall not constitute a general obligation of the City. Pursuant to the Ordinance the City pledged for the payment of the principal of, premium if any, and interest on the Note at any time outstanding, and granted a lien for such purpose on all of the City's one percent Sales and Use Tax revenues required to be credited to the Acquisition and Improvement Fund pursuant to pursuant to Section 040.010.040 of the Municipal Code and all moneys credited from time to time to the Acquisition and Improvement Fund (including without limitation moneys credited to the Reserve Account.) This Note is issued under authority of the City Charter and, among other things, under the authority of the Part 2 of Article 57 of Title 11, of the Colorado Revised Statutes. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of this Note after its deliver for value.

The City agrees with the Owner of this Note and with each and every person who may become the Owner hereof, that it will keep and perform all the covenants and agreements contained in the Ordinance.

It is hereby certified that all conditions, acts and things required by the City Charter, and the constitution and laws of the State of Colorado, and the ordinances of the City, to exist, to happen and to be performed, precedent to and in the issuance of this Note, exist, have happened and have been performed, and that the Note do not exceed any limitations prescribed by said City Charter, Constitution or laws of the State of Colorado, or the ordinances of the City.

This Note shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the Paying Agent shall have signed the certificate of authentication hereon.

IN WITNESS WHEREOF, City of Glenwood Springs, Colorado, has caused this Note to be signed in the name and on behalf of the City with the manual or facsimile signature of the Mayor, to be sealed with the seal of the City or a facsimile thereof and to be attested by the manual or facsimile signature of the City Clerk.

[MANUAL OR FACSIMILE SEAL]

GLENWOOD SPRINGS, COLORADO

By (Manual or Facsimile Signature)  
Mayor

ATTEST:

By (Manual or Facsimile Signature)  
City Clerk

### **CERTIFICATE OF AUTHENTICATION**

This is the Note described in the within-mentioned Ordinance.

UMB Bank, n.a., as Paying Agent

By \_\_\_\_\_  
Authorized Representative

Date of Authentication: \_\_\_\_\_

### **CERTIFICATE OF TRANSFER**

FOR VALUE RECEIVED, \_\_\_\_\_, the undersigned, hereby sells, assigns and transfers unto \_\_\_\_\_ (Tax Identification or Social Security No. \_\_\_\_\_) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**November 15, 2018**

**Agenda Item:** Valley Marijuana Council Student Pass

**Action Requested:** Authorize use of Valley Marijuana Council Fund specified for youth prevention programs to fund Glenwood Springs Schools Youth Passes as outlined.

**Department:** Parks & Recreation

**Presented By:** Brian Smith, Recreation Director

**Background Info:**

In June of 2018 the Valley Marijuana Council (VMC) partnered with the Glenwood Springs Community Center to implement a youth prevention program funded by \$25k of the total \$100k in Marijuana Tax proceeds earmarked for Mental Health and Youth Prevention. The program provided all 7<sup>th</sup>-12<sup>th</sup> grade students in any Glenwood Springs school to receive a free membership card to the Community Center. The pilot program was implemented June 3<sup>rd</sup> through August 20<sup>th</sup>. Metrics tracking use were generated monthly and shared with the VMC. Approximately 494 memberships were issued with 2,342 visits. The Community Center collected \$7,026 from the VMC fund during the pilot program. The program was successful providing a safe and healthy option for youth to gather and recreate together.

A similar end of year program will be initiated under the same conditions utilizing the existing fund balance from time of approval through the end of 2018, encompassing the holiday out of school days. The Community Center reimbursement rate will be set at the resident youth rate of \$8 per visit drawing from the existing VMC fund balance with the following terms:

**Glenwood Springs Community Center Responsibilities:**

- Any youth with a GWS school ID from 7<sup>th</sup>-12<sup>th</sup> grade is eligible to receive a FREE membership card active through December 31<sup>st</sup>, 2018. Youth who participated in the summer pilot program will have their memberships reactivated automatically.
- The card gives youth full access to the Community Center's facility just like a paid membership through the end of 2018.
- The Community Center will track usage and provide a monthly report to the VMC with total number of youth memberships, total days of use, unduplicated use and any high or low use time periods or days.
- The program is committed through 2018 drawing on the VMC fund balance up to \$25k.

**Valley Marijuana Council Responsibilities:**

- Draft a press release for the pass programs.
- Advertise and promote the Community Center pass.

- Monitor the program through the monthly reports.
- Prepare a report for the City Council at the end of the program that provides details of the summer program, end of year program, recommendations for any leftover funds and recommendations for potential funding in 2019.

**Issues:** None.

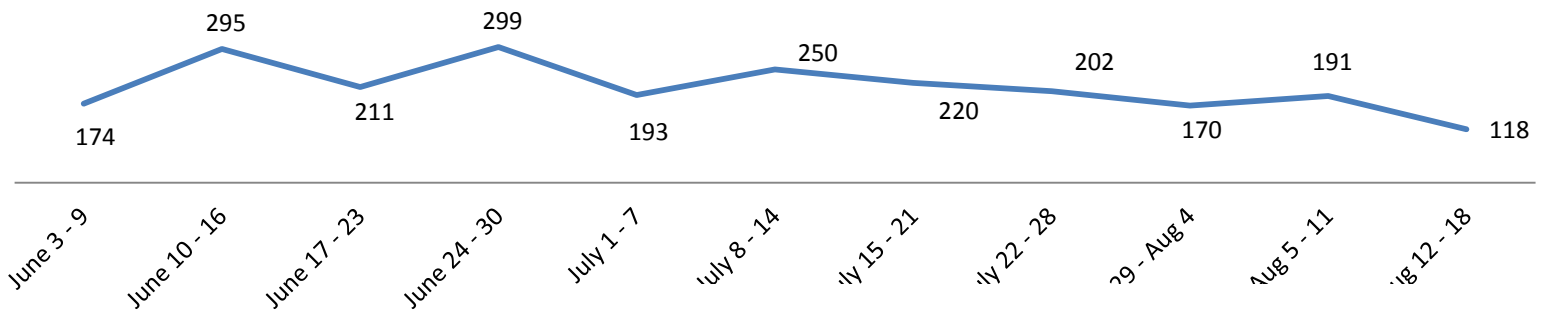
**Staff Recommendation:** Authorize the VMC Youth Pass Program.



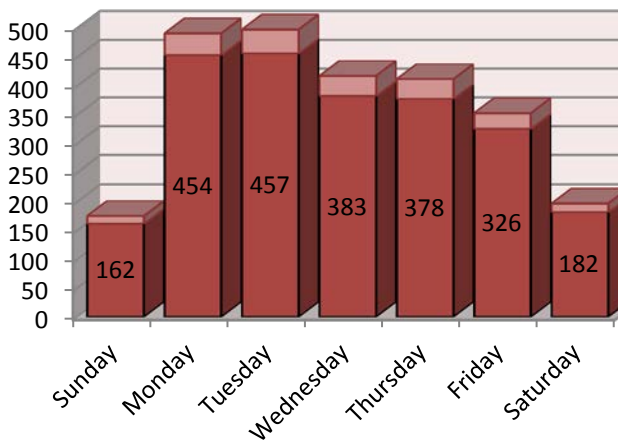
## School Membership Final Report June 1 – August 20, 2018

The final number of Community Center Memberships issued to students was 494. There were a total of 2,342 pass swipes into the facility from this group of users over the summer. 9th graders, Charbel Lopez and Angel Rosas tied for the number one user, both boys entered the Community Center 55 times over the 80 day period. Overall, 9<sup>th</sup> graders used their passes more than any other grade, their visits totaled 569. There were 242 passes issued to girls and 252 issued to boys. The busiest day of each week was Tuesdays with Mondays a close second. The most utilized week throughout the summer was June 24 – 30.

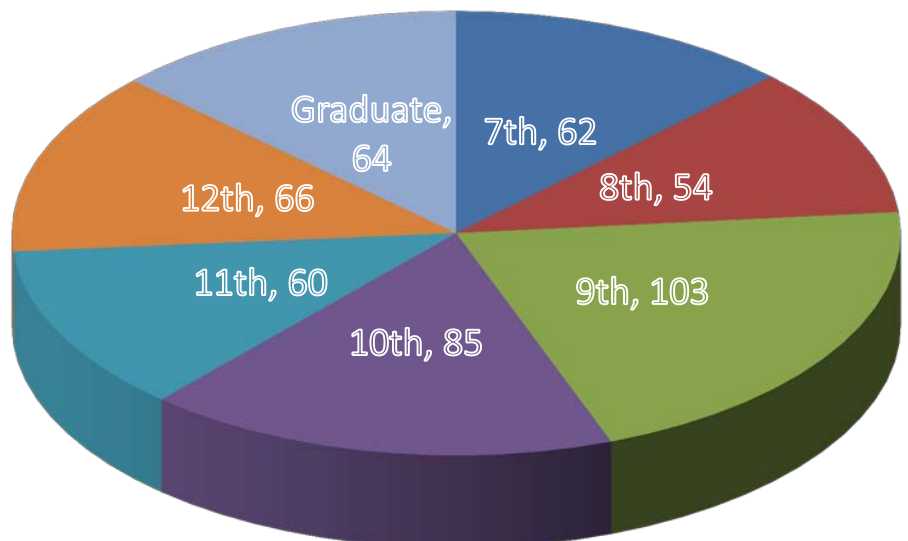
### Weekly Usage



### Visits by Weekday



### Passes Issued by Grade



Glenwood Springs – Main Office

201 14<sup>th</sup> Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, CO 81602

Aspen

323 W. Main Street  
Suite 301  
Aspen, CO 81611

Montrose

1544 Oxbow Drive  
Suite 224  
Montrose, CO 81402

Office: 970.945.2261

Fax: 970.945.7336

*\*Direct Mail to Glenwood Springs*

DATE: November 6, 2018  
TO: Mayor and City Council, City of Glenwood Springs  
FROM: Karl Hanlon, City Attorney  
RE: First Amendment to the Colorado River Cooperative Agreement

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This is a request from the Clinton Ditch and Reservoir Company and Denver Water to amend one of the exhibits to the Colorado River Water Cooperation Agreement (“CRCA”) regarding when the reservoir company’s shareholders can pump water from the Clinton Reservoir dead pool and what physical infrastructure would be in place to accomplish such pumping. This amendment does not change the substance of the CRCA or modify prior agreements concerning operations of Clinton Gulch Reservoir but describes operations between Denver Water and the Reservoir company.

While this amendment only affects Denver Water and the Reservoir Company, it is presented to all CRCA signatories due to procedural concerns by certain parties that future changes to the CRCA may have broader implications and did not want a precedent set for individual parties deciding which changes with Denver Water do or do not require CRCA amendment.

We recommend signing this amendment to the CRCA.

**AMENDMENT TO  
THE COLORADO RIVER COOPERATIVE AGREEMENT**

This Amendment dated September 30, 2018, is among the undersigned entities that are parties to the Colorado River Cooperative Agreement dated September 26, 2013 (the "CRCA").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the CRCA to substitute the attached Agreement Regarding Use of Clinton Reservoir Dead Storage Pool as Exhibit J to the CRCA.

This Amendment may be executed in counterparts and is executed as of the date set forth above.

**CITY AND COUNTY OF DENVER,**  
acting by and through its  
**BOARD OF WATER COMMISSIONERS**

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:  
Dennis J. Gallagher, Auditor  
CITY AND COUNTY OF DENVER

\_\_\_\_\_  
General Counsel

By: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS,  
COUNTY OF SUMMIT**

**BOARD OF COUNTY COMMISSIONERS,  
COUNTY OF GRAND**

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Chairman

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Summit County Manager

By: \_\_\_\_\_  
Grand County Clerk and Recorder

First Amendment to Colorado River Cooperative Agreement  
(Re: Exhibit J – Agreement Regarding Use of Clinton Reservoir Dead Pool Storage)  
Counterpart Signature Page

**CLINTON DITCH & RESERVOIR  
COMPANY**

By: Bruce Hedstrom  
Chairman

**MIDDLE PARK WATER CONSERVANCY  
DISTRICT**

By: \_\_\_\_\_  
President

**BOARD OF COMMISSIONERS OF  
EAGLE COUNTY**

By: \_\_\_\_\_  
Chairman

**EAGLE RIVER WATER & SANITATION  
DISTRICT**

By: Stephen B. Friel  
Chairman

**UPPER EAGLE REGIONAL WATER  
AUTHORITY**

By: George Sugay  
Chairman

**EAGLE PARK RESERVOIR COMPANY**

By: George Sugay  
President

**COLORADO RIVER WATER  
CONSERVATION DISTRICT**

By: \_\_\_\_\_  
President

**CITY OF GLENWOOD SPRINGS**

By: \_\_\_\_\_  
Mayor

**CITY OF RIFLE**

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

ATTEST:

By: \_\_\_\_\_  
City Clerk

Amendment to  
Colorado River Cooperative Agreement  
Counterpart Signature Page

**GRAND VALLEY IRRIGATION  
COMPANY**

By: \_\_\_\_\_  
President

**GRAND VALLEY WATER USERS  
ASSOCIATION**

By: \_\_\_\_\_  
President

**MESA COUNTY IRRIGATION  
DISTRICT**

By: \_\_\_\_\_  
President

**PALISADE IRRIGATION DISTRICT**

By: \_\_\_\_\_  
President

**ORCHARD MESA IRRIGATION  
DISTRICT**

By: \_\_\_\_\_  
President

**UTE WATER CONSERVANCY DISTRICT**

By: \_\_\_\_\_  
President



## **AGREEMENT REGARDING USE OF CLINTON RESERVOIR DEAD POOL STORAGE**

This Agreement dated September 30, 2018, is between the City and County of Denver acting by and through its Board of Water Commissioners ("Denver") and the Clinton Ditch and Reservoir Company (the "Reservoir Company").

### Recitals

A. Denver and the predecessors of the Reservoir Company have previously entered into the Clinton Reservoir - Fraser River Water Agreement dated July 21, 1992 (the "Clinton Agreement"), which among other matters governs the "Reservoir Yield" of Clinton Gulch Reservoir as defined in paragraph 1(a) of the Clinton Agreement.

B. The Reservoir Company desires to utilize the dead storage pool of Clinton Gulch Reservoir under the Clinton Agreement to increase the Reservoir Yield.

C. The Colorado River Cooperative Agreement ("CRCA") states that "Upon Resolution of Blue River Decree Issues, Denver Water and the Clinton Ditch & Reservoir Company will enter into the permanent Agreement regarding the Clinton Reservoir dead storage pool attached hereto as Attachment J." Resolution of the Blue River Decree Issues occurred on March 9, 2018.

D. Paragraph 3 of Exhibit J to the CRCA states that "To effectively provide water from the dead storage pool, the Reservoir Company will be responsible for the installation and operation of a pumping system sufficient to deliver up to 801 acre feet to Ten Mile Creek. The Reservoir Company may only utilize water from the dead storage pool as Reservoir Yield during periods when the pumping system is operational."

E. Since the effective date of the CRCA, the probability that the Reservoir Company would be required to physically pump from the dead pool storage is projected to remain lower than expected for approximately the next 20 to 25 years. This is in part due to the Reservoir Company's shareholders' current use of water, which is at 50% of total shares.

F. The Reservoir Company has issued "Class A" shares, which is associated with the original shares of stock that were issued per the 1992 Clinton-Fraser Agreement. There are 12,000 Class A shares in total. The Reservoir Company has also issued "Class B" shares, which represent storage that more recently became available in Clinton Reservoir's "dead pool". There are 2,670 Class B shares in total.

G. Because there remains capacity in the Clinton Reservoir for certain Reservoir Company shareholders to utilize a portion of their Class B shares in addition to Class A

shares for approximately the next 20 to 25 years, Denver and the Reservoir Company are willing to include terms in this Agreement providing for alternatives to use the Clinton Reservoir dead pool in lieu of first installing a pumping system.

H. With the Resolution of the Blue River Decree Issues, Denver and the Reservoir Company are now ready to execute this modified version of Exhibit J to the CRCA.

#### Agreement

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Denver agrees to allow the Reservoir Company to utilize the dead storage pool of Clinton Gulch Reservoir to increase the Reservoir Yield under the terms herein. The capacity of the dead storage pool of Clinton Gulch Reservoir that can be accessed by pumping is 801 acre feet.

2. The 801 acre feet of water associated with the dead storage pool shall be considered an additional 267 acre feet of Reservoir Yield under paragraph 1(a) of the Clinton Agreement. Alternately, at the election of the Reservoir Company, all or a portion of the 801 acre feet of the dead storage pool can be used to produce up to 67% of the existing 1,200 acre feet of Reservoir Yield in the fourth year of four consecutive years that are not allowable fill years. Under either alternative, such water will be available for use in the same manner, and may be used for the same purposes and in the same manner, as are established in the Clinton Agreement, including repayment water owed to Denver and the snowmaking ratio of not more than 5 to 1 (or such other ratio based on the amount of credited snowmaking return flow established by subsequent decrees); provided, however, that the combined annual volume of water for snowmaking amounts under the Clinton Agreement and this Agreement shall not exceed 6,000 acre feet.

3. To effectively provide water from the dead storage pool, the Reservoir Company will be responsible for the installation and operation of a pumping system sufficient to deliver up to 801 acre feet to Ten Mile Creek. The Reservoir Company may only utilize water from the dead storage pool as Reservoir Yield during periods when the pumping system is operational, subject to the provisions of paragraph 4, below.

4. If the pumping system is not yet operational at the time the Reservoir Company's shareholders desire to use water from the dead storage pool, the following terms will apply to the Reservoir Company's use of the dead pool storage:

a. The Reservoir Company shareholders may use water stored in the dead pool attributable to their Class B dead pool shares prior to the pumping system becoming fully operational until such time when the cumulative amount of storage in Clinton Gulch Reservoir that has been credited to Denver by the Reservoir Company's shareholders, including both Class A and Class B shares, totals 1,000 acre feet on or before August 1st of any Clinton Reservoir accounting year.

b. At such time that the volume of water credited to Denver in any one accounting year totals 1,000 acre feet, the Reservoir Company will construct infrastructure necessary for deploying and removing a submersible pump ("Removable Pump Infrastructure"), which includes, but is not limited to: the submersible pump sled (without pump) and pump discharge pipeline. Construction of these components will be deemed complete when the submersible pump sled (without pump), and submersible pipeline, connected to the outlet pipeline are in position at the bottom of the reservoir. The Reservoir Company will be solely responsible for the design and construction of the Removable Pump Infrastructure.

c. At such time when the cumulative amount of storage in Clinton Gulch Reservoir credited to Denver's account, including both Class A shares and Class B shares, totals at least 2,400 acre feet on or before August 1st of any Clinton Gulch Reservoir accounting year, the Reservoir Company shall limit its use of Clinton Gulch Reservoir during the ensuing accounting years. Such use shall be limited to the volume of water in Clinton Reservoir, excluding the dead pool less the total volume of water credited to Denver's account.

5. Alternatively, the shareholders may increase their use of Clinton Reservoir water in the ensuing accounting years, over and above the amount described in paragraph 4 above, through utilization of unused portions of the dead pool if the Reservoir Company has installed a pump on the submersible pump sled, connected the pump to the pump discharge pipeline, deployed the dead pool pumping system to the location in the reservoir from which it can pump the full 801 acre feet of dead pool volume, and demonstrated the dead pool pumping system is capable of delivering the full dead pool volume of water through the outlet pipeline to Ten Mile Creek over a period of not more than 70 days by the start of the accounting year (August 1st). For determining the capability of the dead pool pump station to deliver 801 acre feet in 70 days, the pumping system should be tested for a period of not less than six hours at a capacity of not less than 5.8 cubic feet per second ("cfs") before the system is deemed to satisfy the conditions set forth in this paragraph. The Reservoir Company will be solely responsible for completing the tasks identified above.

6. The Reservoir Company will notify Denver in writing when any of the conditions described in paragraphs 4.a-c, or 5 occur.

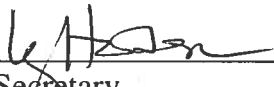
7. The term of this Agreement shall be perpetual. Nothing in this Agreement is deemed to modify or amend the Clinton Agreement, as amended by the CRCA. Denver and the Reservoir Company may modify this Agreement by written amendment of this Agreement.

8. Except as expressly modified by this Agreement, the CRCA shall remain in full force and effect.

Executed as of the date first set forth above.

ATTEST:

**CLINTON DITCH AND RESERVOIR  
COMPANY**

By:   
Secretary

By:   
President

Date: 9/20/18

ATTEST:

**CITY AND COUNTY OF DENVER, acting  
by and through its  
BOARD OF WATER COMMISSIONERS**

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Office of General Counsel



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**November 15, 2018**

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agenda Item:</b>          | Ordinance No 26, Series of 2018; An Ordinance of the City of Glenwood Springs, Colorado, Fixing and Certifying the Mill Levy on the 2018 Assessment for Collection in Fiscal Year 2019 for the Glenwood Springs General Improvement District No. 1980 (FIRST READING)                                                                                                                                                                    |
| <b>Action Requested:</b>     | Approve Mill Levy Certifications for collection year 2019 for the General Improvement District No. 1980.                                                                                                                                                                                                                                                                                                                                 |
| <b>Department:</b>           | Finance                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Presented By:</b>         | Yvette Gustad, Finance Director                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Background Info:</b>      | Property Tax collection is set each year for by voter approved Mill Levy's. The amounts set are based on net assessed value of properties within the General Improvement District. This must be approved and certified to Garfield County by December 15th of each year. The numbers presented in Exhibit A reflect preliminary numbers provided by Garfield County and will be updated with actual when final assessments are received. |
| <b>Issues:</b>               | No issues.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Staff Recommendation:</b> | Recommend approval of Ordinance to certify Mill Levy for 2019.                                                                                                                                                                                                                                                                                                                                                                           |



## ORDINANCE NO. 26

Series of 2018

**AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, FIXING AND CERTIFYING THE MILL LEVY ON THE 2018 ASSESSMENT FOR COLLECTION IN FISCAL YEAR 2019 FOR THE GLENWOOD SPRINGS GENERAL IMPROVEMENT DISTRICT NO. 1980.**

**WHEREAS**, the City Council of the City of Glenwood Springs has established the Glenwood Springs General Improvement District No. 1980; and

**WHEREAS**, the City Council of the City of Glenwood Springs has adopted, by Resolution 2018-57, the budget for fiscal year 2019 commencing January 1, 2019 and ending December 31, 2019; and

**WHEREAS**, the City Council, as the ex-officio Board of Directors of the Glenwood Springs General Improvement District No. 1980, desires to fix a mill levy on the 2018 assessment for collection in fiscal year 2019 commencing January 1, 2019 and ending December 31, 2019, in order to fund improvements within the Glenwood Springs General Improvement District No. 1980.

**NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, THAT:**

**Section 1.** The mill levy which shall be assessed upon each dollar of the assessed valuation of all taxable property within the Glenwood Springs General Improvement District No. 1980 shall be fixed at the rate set forth on **Exhibit A** attached hereto and incorporated herein.

**Section 2.** The City Manager is hereby directed to certify said mill levy to Garfield County as required by law, no later than the 15<sup>th</sup> day of December 2018.

INTRODUCED, READ ON FIRST READING, PASSED, AND ORDERED  
PUBLISHED BY TITLE ONLY THIS 15<sup>TH</sup> DAY OF NOVEMBER 2018.

CITY OF GLENWOOD SPRINGS, COLORADO

---

Michael Gamba, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Mythen Fletcher, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY  
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND  
PUBLICATION THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2018.

CITY OF GLENWOOD SPRINGS, COLORADO

\_\_\_\_\_  
Michael Gamba, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Mythen Fletcher, City Clerk

**CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments****TO:** County Commissioners<sup>1</sup> of Garfield County, Colorado.

**On behalf of the** G.I.D. #1980,  
 (taxing entity)<sup>A</sup>  
**the** City Council  
 (governing body)<sup>B</sup>  
**of the** City of Glenwood Springs  
 (local government)<sup>C</sup>

**Hereby** officially certifies the following mills to be levied against the taxing entity's GROSS \$ 18,689,300  
 assessed valuation of: (GROSS<sup>D</sup> assessed valuation, Line 2 of the Certification of Valuation Form DLG 57<sup>E</sup>)

**Note:** If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area<sup>F</sup> the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 18,356,690  
 (NET<sup>G</sup> assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)  
**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10**

**Submitted:** \_\_\_\_\_ for budget/fiscal year 2019.  
 (no later than Dec. 15) (mm/dd/yyyy) (yyyy)

**PURPOSE** (see end notes for definitions and examples)**LEVY<sup>2</sup>****REVENUE<sup>2</sup>**

|                                                                                                      |                    |                  |
|------------------------------------------------------------------------------------------------------|--------------------|------------------|
| 1. General Operating Expenses <sup>H</sup>                                                           | <u>2.287</u> mills | \$ <u>41,982</u> |
| 2. <Minus> Temporary General Property Tax Credit/<br>Temporary Mill Levy Rate Reduction <sup>I</sup> | < _____ > mills    | \$ < _____ >     |
| <b>SUBTOTAL FOR GENERAL OPERATING:</b>                                                               | <u>2.287</u> mills | \$ <u>41,982</u> |
| 3. General Obligation Bonds and Interest <sup>J</sup>                                                | _____ mills        | \$ _____         |
| 4. Contractual Obligations <sup>K</sup>                                                              | _____ mills        | \$ _____         |
| 5. Capital Expenditures <sup>L</sup>                                                                 | _____ mills        | \$ _____         |
| 6. Refunds/Abatements <sup>M</sup>                                                                   | <u>.015</u> mills  | \$ <u>275</u>    |
| 7. Other <sup>N</sup> (specify): _____                                                               | _____ mills        | \$ _____         |
|                                                                                                      | _____ mills        | \$ _____         |
| <b>TOTAL:</b> [ Sum of General Operating Subtotal and Lines 3 to 7 ]                                 | <u>2.302</u> mills | \$ <u>42,257</u> |

Contact person: (print) Yvette Gustad Daytime phone: ( 970 ) 384-6421  
 Signed: \_\_\_\_\_ Title: Finance Director

*Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.*

<sup>1</sup> If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

<sup>2</sup> Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**November 15, 2018**

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agenda Item:</b>          | Ordinance No 27, Series of 2018; An Ordinance of the City of Glenwood Springs, Colorado, Fixing and Certifying the Mill Levy on the 2018 Assessment for Collection in Fiscal Year 2019 (FIRST READING)                                                                                                                                                                                                                                |
| <b>Action Requested:</b>     | Approve Mill Levy Certifications for collection year 2019 for the City of Glenwood Springs for General Operating, Fire Capital Equipment, and General Obligation Bond repayment.                                                                                                                                                                                                                                                      |
| <b>Department:</b>           | Finance                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Presented By:</b>         | Yvette Gustad, Finance Director                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Background Info:</b>      | Property Tax collection is set each year for voter approved Mill Levy's. The amounts set are based on net assessed value of properties within the City of Glenwood City Limits. This must be approved and certified to Garfield County by December 15th of each year. The numbers presented in Exhibit A reflect preliminary numbers provided by Garfield County and will be updated with actual when final assessments are received. |
| <b>Issues:</b>               | No issues.                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Staff Recommendation:</b> | Approve Mill Levy Certifications for collection year 2019 for the City of Glenwood Springs.                                                                                                                                                                                                                                                                                                                                           |

## ORDINANCE NO. 27

Series of 2018

### **AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, FIXING AND CERTIFYING THE MILL LEVY ON THE 2018 ASSESSMENT FOR COLLECTION IN FISCAL YEAR 2019.**

**WHEREAS**, the City Council of the City of Glenwood Springs has adopted by Resolution 2018-57 the budget for fiscal year 2019 commencing January 1, 2019 and ending December 31, 2019; and

**WHEREAS**, the City Council of the Glenwood Springs desires to fix a mill levy pursuant to Section 9.7 of the Municipal Charter of the City of Glenwood Springs to enable the City to have sufficient revenues to pay the proposed expenditures for fiscal year 2019; and

**WHEREAS**, pursuant to Section 4.1 of the Municipal Charter of the City of Glenwood Springs, the City Council is required to levy taxes by ordinance.

**NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, THAT:**

**Section 1.** The mill levy for general purposes that shall be assessed upon each dollar of the assessed valuation of all taxable property within the corporate limits of the City of Glenwood Springs, shall be fixed at the rate set forth on **Exhibit A** attached hereto and incorporated herein.

**Section 2.** The City Manager is hereby directed to certify said mill levy to Garfield County as required by law, no later than the 15<sup>th</sup> day of December 2018.

INTRODUCED, READ ON FIRST READING, PASSED, AND ORDERED  
PUBLISHED BY TITLE ONLY THIS 17<sup>TH</sup> DAY OF NOVEMBER 2018.

CITY OF GLENWOOD SPRINGS, COLORADO

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Michael Gamba, Mayor

ATTEST:

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Catherine Mythen Fletcher, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY  
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND  
PUBLICATION THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2018.

CITY OF GLENWOOD SPRINGS, COLORADO

---

Michael Gamba, Mayor

ATTEST:

---

Catherine Mythen Fletcher, City Clerk



**CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments**

**TO:** County Commissioners<sup>1</sup> of Garfield County, Colorado.

**On behalf of the** City of Glenwood Springs,  
 (taxing entity)<sup>A</sup>  
**the** City Council  
 (governing body)<sup>B</sup>  
**of the** City of Glenwood Springs  
 (local government)<sup>C</sup>

**Hereby** officially certifies the following mills to be levied against the taxing entity's GROSS \$ 230,338,420  
 assessed valuation of: (GROSS<sup>D</sup> assessed valuation, Line 2 of the Certification of Valuation Form DLG 57<sup>E</sup>)

**Note:** If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area<sup>F</sup> the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 228,977,230  
 (NET<sup>G</sup> assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)  
**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10**

**Submitted:** \_\_\_\_\_ for budget/fiscal year 2019.  
 (no later than Dec. 15) (mm/dd/yyyy) (yyyy)

**PURPOSE** (see end notes for definitions and examples)**LEVY<sup>2</sup>****REVENUE<sup>2</sup>**

|                                                                                                      |                    |                     |
|------------------------------------------------------------------------------------------------------|--------------------|---------------------|
| 1. General Operating Expenses <sup>H</sup>                                                           | <u>8.603</u> mills | \$ <u>1,969,891</u> |
| 2. <Minus> Temporary General Property Tax Credit/<br>Temporary Mill Levy Rate Reduction <sup>I</sup> | < > mills          | \$ < >              |
| <b>SUBTOTAL FOR GENERAL OPERATING:</b>                                                               | <u>8.603</u> mills | \$ <u>1,969,891</u> |
| 3. General Obligation Bonds and Interest <sup>J</sup>                                                | _____ mills        | \$ _____            |
| 4. Contractual Obligations <sup>K</sup>                                                              | _____ mills        | \$ _____            |
| 5. Capital Expenditures <sup>L</sup>                                                                 | _____ mills        | \$ _____            |
| 6. Refunds/Abatements <sup>M</sup>                                                                   | <u>.012</u> mills  | \$ <u>2,748</u>     |
| 7. Other <sup>N</sup> (specify): _____                                                               | _____ mills        | \$ _____            |
|                                                                                                      | _____ mills        | \$ _____            |
| <b>TOTAL:</b> [ Sum of General Operating Subtotal and Lines 3 to 7 ]                                 | <u>8.615</u> mills | \$ <u>1,972,639</u> |

Contact person: \_\_\_\_\_ Daytime phone: ( 970 ) 384-6421  
 (print) Yvette Gustad  
 Signed: \_\_\_\_\_ Title: Finance Director

*Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.*

<sup>1</sup> If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

<sup>2</sup> Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).



# City Council STAFF REPORT City of Glenwood Springs November 15, 2018

- Agenda Item:** Consideration of Rezoning two parcels located at 281 Centennial Street from Mixed Use (M1) zone district to Resort (RE) Zone district.
- Action Requested:** Request to rezone two parcels from M1 Mixed Use to RE Resort zone district.
- Department:** Economic and Community Development
- Presented By:** Hannah Klausman, Planner II
- Background Info:** The applicant has requested the rezoning of parcels 218509201002 (1) and 218509202001 (2) from the M1 Mixed use zone district to the RE Resort zone district. The purpose of such rezoning, as indicated in the applicants statement, is to unify the entire development, which consists of three parcels, under one zone. Currently the largest parcel addressed 281 Centennial Street is zoned RE and contains all of the Hot Springs operations.

See the image below identifying the two parcels outlined in red for rezoning with the adjacent zones. Parcel 1 is approximately one acre in size, and parcel 2 is approximately half an acre.



The major differences between the M1 and RE zones are captured in the table below. The cells shaded in yellow indicate where dimensional standard differences exist between the two zones. The major change would be an increased height allowance by right, and reduced landscaped area

requirement.

| Dimensional Standards     |  | M1      | RE      |
|---------------------------|--|---------|---------|
| <b>Front Yard Setback</b> |  |         |         |
| Front Min                 |  | 5 feet  | 5 feet  |
| Front, Max (arterial)     |  | 60 feet | 60 feet |
| Front, Max (other street) |  | 25 feet |         |
| <b>Side Yard Setback</b>  |  | 5 feet  | 5 feet  |
| <b>Rear Yard Setback</b>  |  |         | 10 feet |
| Rear Alley Present        |  | 10ft    |         |
| No Alley Present          |  | 7.5ft   |         |
| <b>Maximum Height</b>     |  | 40 feet | 60 feet |
| <b>Landscaped Area</b>    |  | 15%     | 10%     |

In reviewing a proposed rezoning, the Planning Commission shall consider the following approval criteria as set forth in Municipal Code section 070.060.040(a):

1. *The rezoning is consistent with the City's comprehensive plan and the purpose of this Code;*
2. *The rezoning is consistent with the proposed purpose statement of the proposed zoning district;*
3. *Substantial changes in the subject area warrant a zoning change; and/or*
4. *The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.*

Staff Analysis:

The City's Comprehensive Plan identifies this area's future land use as Commercial, which is characterized by a wide range of general retail goods and services for both regional and local markets, in attached and freestanding structures. The applicant's proposed future development of a "Condotel" and associated uses with the Hot Springs is in line with the commercial designation of the Comprehensive Plan and Hotel lodging uses are an allowed use in the proposed zone.

The RE Resort Zone is defined in the Land Use Code as, *"intended to accommodate high-intensity commercial development with flexibility in terms of allowable uses and dimensional standards to accommodate for primary and accessory resort development uses. The RE district is intended to apply to properties that are relatively isolated from adjacent properties due to physical and/or natural features."*

The intensity of development in the new zone does allow for a greater building height of 60 feet over the existing allowance in the M1 zone of 40 feet. Staff does not believe that this height intensity will adversely impact surrounding properties. Building plans show that the River District Building at 201 Centennial, directly south of the subject property is a four (4) story, fifty-six (56) foot tall building. The Colorado Department of Transportation property is the only other building in the area. It is two stories with some taller outbuildings used for storage. The property is located at a lower elevation than surrounding areas and therefore does not pose any significant view shed interruptions.

In analyzing the different allowed uses within each zone, Staff found that the proposed RE zone district is more restrictive on types of commercial uses than the existing M1 zoning. Staff has included a comparison of the two zone allowed uses in the Zoning Use Table M1 and RE attachment for review.

The applicant addresses each of the criteria in the application narrative as well. The applicant notes that the subject area has changed substantially since it was originally zoned with the development of the Hot Springs and surrounding commercial uses. Staff agrees.

Staff supports the rezoning request with the following findings:

1. The rezoning is consistent with the Comprehensive Plans commercial designation.
2. The rezoning is consistent with the RE Resort district's purpose statement.
3. Substantial changes in the subject area warrant a zoning change; and/or
4. The intensity of the new zoning district is not expected to create significantly adverse impacts to surrounding properties as it is inline with existing uses and building mass.

#### **Issues:**

**Staff Recommendation:** Planning and Zoning Commission reviewed the application at their regularly scheduled meeting on October 23rd, 2018 and voted 4-0 in favor of recommending approval for the Rezoning request. Planning and Zoning Commission also approved three variances not related to the rezoning.

Staff recommends **APPROVAL** with the following suggested findings:

#### **Suggested findings:**

1. The rezoning is consistent with the Comprehensive Plans commercial designation.
2. The rezoning is consistent with the Re Resort district's purpose statement.
3. Substantial changes in the subject area warrant a zoning change; and/or
4. The intensity of the new zoning districts is not expected to create significantly adverse impacts to surrounding properties as it is in line with existing uses and building mass.

| Use Category                          | Use Type                          | Districts → |    |
|---------------------------------------|-----------------------------------|-------------|----|
|                                       |                                   | M1          | RE |
| RESIDENTIAL USES                      |                                   |             |    |
| Household Living                      | Dwelling, live-work               | P           | P  |
|                                       | Dwelling, multifamily             | P           | P  |
|                                       | Dwelling, townhouse               | P           | P  |
|                                       | Dwelling, single-family detached  | P           | P  |
|                                       | Dwelling, two-family              | P           |    |
|                                       | Mobile home park                  | S           |    |
|                                       | Accessory dwelling unit           | P           | P  |
| Group Living                          | Convalescent or nursing home      | P           | P  |
|                                       | Personal care boarding home       | S           | S  |
| PUBLIC, INSTITUTIONAL, AND CIVIC USES |                                   |             |    |
| Community and Cultural Facilities     | Assembly                          | P           | P  |
|                                       | Civic building                    | P           | P  |
|                                       | Club or lodge                     | P           | P  |
|                                       | Community centered board facility |             |    |
| Adult and Child Care Facilities       | Adult day care                    | P           | P  |
|                                       | Child care center                 | P           | P  |
|                                       | Child day care home, large        | P           | P  |
|                                       | Child day care home, small        | P           | P  |
| Educational Facilities                | School                            | P           | P  |
| Health Care Facilities                | Hospital                          | P           |    |
|                                       | Medical or dental clinic          | P           | P  |
| Parks and Open Space                  | Park, playground, and open space  | P           | P  |

| Use Category                                   | Use Type                                                                | Districts → |    |
|------------------------------------------------|-------------------------------------------------------------------------|-------------|----|
|                                                |                                                                         | M1          | RE |
| <b>Transit Uses</b>                            | Transit stop                                                            | P           | P  |
|                                                | Transit terminal or station                                             | S           |    |
| <b>COMMERCIAL USES</b>                         |                                                                         |             |    |
| <b>Agriculture and Animal-Related Services</b> | Commercial farming, animal husbandry, and plant husbandry               |             |    |
|                                                | Community garden                                                        | S           | S  |
|                                                | Kennel                                                                  | S           |    |
|                                                | Sale of produce or plants raised on premises (excluding marijuana uses) | P           | S  |
|                                                | Veterinarian hospital or clinic                                         | S           | S  |
|                                                | Adult entertainment establishment                                       |             |    |
| <b>Food and Beverage Establishments</b>        | Bar, lounge, or tavern                                                  | P           | P  |
|                                                | Microbrewery, distillery, or winery                                     | P           | P  |
|                                                | Restaurant                                                              | P           | P  |
|                                                | Restaurant, with drive-through                                          | S           |    |
|                                                |                                                                         |             |    |
| <b>Funeral and Interment Services</b>          | Cemetery                                                                | S           | S  |
|                                                | Funeral home, columbarium, crematorium, or mortuary                     | S           | S  |
| <b>Lodging Facilities</b>                      | Accessory tourist rental                                                | P           | P  |
|                                                | Bed and breakfast                                                       | P           | P  |
|                                                | Boarding house                                                          | P           | S  |
|                                                | Hotel, motel, hostel, or lodge                                          | P           | P  |

| Use Category                                       | Use Type                                              | Districts → |    |
|----------------------------------------------------|-------------------------------------------------------|-------------|----|
|                                                    |                                                       | M1          | RE |
|                                                    | Short-term rental                                     | P           | P  |
| <b>Maintenance and Repair Services</b>             | Repair facility, major                                | P           |    |
|                                                    | Repair facility, minor                                | P           |    |
| <b>Marijuana Establishments</b>                    | Medical marijuana business, excluding cultivation     | S           |    |
|                                                    | Retail marijuana establishment, excluding cultivation | S           |    |
| <b>Office, Business, and Professional Services</b> | Administrative, professional, or government office    | P           | P  |
|                                                    | Bank or financial institution                         | P           | P  |
|                                                    | Printing and copying establishment                    | P           | P  |
|                                                    |                                                       |             |    |
| <b>Personal Services</b>                           | Commercial laundry and dry cleaning                   |             |    |
|                                                    | Personal service, general < 1,500 sq. ft.             | P           | P  |
|                                                    | Personal service, general ≥ 1,500 sq. ft.             | P           | P  |
|                                                    | Self-service laundry                                  | P           | P  |
| <b>Recreation and Entertainment, Indoor</b>        | Indoor recreation facility                            | P           | P  |
| <b>Recreation and Entertainment, Outdoor</b>       | Commercial outdoor recreation use                     | P           | P  |
|                                                    | Commercial outdoor recreation-concentrated            | S           | S  |
|                                                    | Golf course or country club                           |             | P  |
|                                                    | Recreational vehicle park                             | S           |    |
| <b>Retail Sales</b>                                | Building materials and supply store                   | P           |    |
|                                                    | Convenience store                                     | P           | P  |
|                                                    | Flea market or swap meet                              | S           | P  |
|                                                    | Grocery store                                         | P           | P  |
|                                                    | Liquor store                                          | P           |    |



| Use Category                  | Use Type                                  | Districts → |    |
|-------------------------------|-------------------------------------------|-------------|----|
|                               |                                           | M1          | RE |
|                               | Lumber yard                               |             |    |
|                               | Pawn shop                                 | P           |    |
|                               | Retail, general <1,500 sq. ft.            | P           | P  |
|                               | Retail, general ≥1,500 sq. ft.            | P           | P  |
|                               | Retail, shopping center                   |             |    |
|                               |                                           |             |    |
| <b>Vehicles and Equipment</b> | Automotive fuel sales and service station | S           | S  |
|                               | Automotive parts and accessories sales    | P           |    |
|                               | Automotive repair shop                    | P           |    |
|                               | Automotive sales or leasing               | S           |    |
|                               |                                           |             |    |
|                               | Automobile wash                           | S           | S  |
|                               |                                           |             |    |
|                               | Parking as a principal use                | S           | S  |
|                               | Equipment sales and rental                | P           |    |
|                               | Mobile home sales                         | P           |    |
| <b>INDUSTRIAL USES</b>        |                                           |             |    |
| <b>Industrial Services</b>    | Airport / aviation-related business       |             |    |
|                               | Asphalt or concrete batch plant           |             |    |
|                               | Motor or rail freight terminal            |             |    |
|                               | Natural resource extraction or processing |             |    |

| Use Category                        | Use Type                                                                        | Districts → |    |
|-------------------------------------|---------------------------------------------------------------------------------|-------------|----|
|                                     |                                                                                 | M1          | RE |
|                                     | Printing or publishing facility                                                 | S           |    |
|                                     |                                                                                 |             |    |
|                                     | Research and development facility                                               | P           |    |
|                                     |                                                                                 |             |    |
| <b>Manufacturing and Production</b> | Brewery or bottling plant                                                       | P           | S  |
|                                     | Fabrication, manufacturing, and testing facility                                | S           | S  |
|                                     | Food processing and packing plant                                               |             |    |
|                                     |                                                                                 |             |    |
| <b>Marijuana Establishments</b>     | Marijuana cultivation, with or without retail business or medical establishment |             |    |
|                                     |                                                                                 |             |    |
|                                     |                                                                                 |             |    |
|                                     |                                                                                 |             |    |
| <b>Storage and Warehousing</b>      | Bulk materials or machinery storage                                             |             |    |
|                                     | Contractor offices and equipment storage yards                                  | P           |    |
|                                     | Mini-warehouse or storage                                                       | S           |    |
|                                     | Storage of hazardous liquids and gasses                                         |             |    |
|                                     | Warehousing                                                                     |             |    |
| <b>Waste and Salvage</b>            | Salvage yard                                                                    |             |    |
| <b>Utilities</b>                    | Commercial television, radio, or microwave tower                                |             |    |

| Use Category                             | Use Type                                        | Districts → |    |
|------------------------------------------|-------------------------------------------------|-------------|----|
|                                          |                                                 | M1          | RE |
|                                          | Geothermal heat exchange                        | P           | P  |
|                                          | Wastewater treatment facility                   |             |    |
|                                          | Wind power generation tower                     | S           | S  |
| <b>WIRELESS COMMUNICATION FACILITIES</b> |                                                 |             |    |
|                                          | Alternative tower structure in right-of-way     | P           | P  |
|                                          | Alternative tower structure not in right-of-way | S           | S  |
|                                          | Base station in right-of-way                    | P           | P  |
|                                          | Base station not in right-of-way                | S           | S  |
|                                          | Eligible facilities request                     | P           | P  |
|                                          | Small cell facility                             | P           | P  |
|                                          | Tower                                           | S           | S  |
| <b>ACCESSORY USES</b>                    |                                                 |             |    |
|                                          | Backyard chickens                               | P           |    |
|                                          | Home occupation                                 | P           | P  |
|                                          | Outdoor storage, accessory                      | S           | S  |
|                                          | Parking structure                               | S           | S  |
|                                          | Warehousing                                     | P           | P  |
| <b>TEMPORARY USES</b>                    |                                                 |             |    |
|                                          | Temporary sales and structures                  | P           | P  |
|                                          | Temporary special event                         | P           | P  |



**Application for Amendments to existing Development Agreement,  
Rezoning and Variances**

**IRON MOUNTAIN HOT SPRINGS**

**Submitted to the City of Glenwood Springs, Colorado  
August 22, 2018**



## **Table of Contents**

1. Summary Letter from Iron Mountain Hot Springs, Applicant
2. City of Glenwood Springs Land Use Application
3. Proof of Ownership
4. Request Reports:
  1. Rezoning Lot 1, Block 2 North Glenwood Center and Lot 2, Block 1, North Glenwood Center, C-1 Limited Commercial to RE Resort District
5. Map and Exhibit Attachments
6. Neighborhood Meeting Proof of Public Notice and Meeting Notes



Ms. Gretchen Ricehill, Planning Director  
Ms. Hannah Klausman, Planner  
Community Development Department  
City of Glenwood Springs  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

August 22, 2018

RE: Iron Mountain Hot Springs Land Use Application

Dear Ms. Ricehill and Ms. Klausman,

Since our opening in July 2015, Iron Mountain Hot Springs has provided thousands of visitors and locals alike with a unique hot springs experience, soaking and relaxing on the banks of the Colorado River. During those three years, we've enjoyed tremendous visitor growth as we've polished our facility into the gem it is today, and we have learned much about the operation of a hot springs facility. With the last three years under our belts, we hope to finalize details and refinements to our existing facility and begin moving forward to our next phase.

To that end, Iron Mountain Hot Springs (IMHS) would like to submit for City consideration by the City staff and board officials, the following requests:

- Rezoning of the two remaining IMHS lots from C-1 (Limited Commercial) to RE Resort District.
- Sign Variances for a directional sign. **VARIANCE APPROVED BY P&Z**
- Setback Variance for a shed roof to cover existing equipment. **VARIANCE APPROVED BY P&Z**
- Design Variances to Parking Lot Landscaping requirements. **VARIANCE APPROVED BY P&Z**

IMHS is excited to be one of the first applicants to utilize the new City of Glenwood Springs Development Code. IMHS looks forward to the City of Glenwood Springs' favorable consideration of these requests. We believe that these requests are consistent with City goals, policies and plans. Additionally, these actions will further the quality visitor experience that are being developed at IMHS and all around the City. Please do not hesitate to contact me with any questions, thank you.

Sincerely,

Mogli Cooper, Owner, Iron Mountain Hot Springs

## **REZONING**

### **Lot 1, Block 2 North Glenwood Center and Lot 2, Block 1, North Glenwood Center**

#### **C-1 Limited Commercial to RE Resort**

#### **Request:**

IMHS is requesting that the City rezone the two remaining parcels on our campus from C-1 Limited Commercial to RE Resort to place the entire assemblage under a single unified zone district. (See Exhibit G) The RE Resort zone district is the replacement for the C-4 zone district in the newly adopted Development Code.

Most of the IMHS facility is currently located on Parcel #3, Tract 3. This parcel constitutes the bulk of the acreage on the site and incorporates all the existing development including the reception building, pools, restaurant, mechanical outbuildings and parking lot.

The purpose of the proposed zone change is as follows:

1. It will allow us to develop the remaining two lots in a similar fashion and be compatible with the existing improvements at the Iron Mountain Hot Springs.
2. It will alleviate the differing development standards (such as setbacks, building heights, and FAR) between the differing zone districts.
3. And it will provide the flexibility in development standards to assure the continued high-quality development that has already occurred on the adjoining Iron Mountain Hot Springs site and will continue with the next phase of development.

While not entirely finalized, we envision that the remaining lots will be developed in a manner consistent with the tourist focused Hot Springs theme and may include hotel/condotel \* facilities with the potential for accessory commercial uses on the parcel abutting the river. The northern lot, set back from the river, would most likely be used as parking to support the demand from both the existing hot springs and the new lodging facility.

We feel that the proposed rezoning is truly consistent with the stated purpose of the new RE zone district. We believe that we have already demonstrated our commitment to constructing and operating a high quality resort and tourism development and despite the property's unique size, dimensions and location, we can expand and improve our campus and provide even greater opportunity for the community and its visitors.

\*A condotel is a condominium project that is operated as a hotel. Units are individually owned. Units must be placed in a rental pool and rented as a hotel room or used by the owners for no longer than 30 days.

| <b>Zoning Summary</b>                 | <b>Current</b> | <b>Proposed</b> | <b>Acreage</b> |
|---------------------------------------|----------------|-----------------|----------------|
| Parcel #3, Tract 3:                   | C-4            | No Change       | 10.20          |
| Lot 1, block 2, North Glenwood Center | C-1            | RE              | .58            |
| Lot 2, Block 1, North Glenwood Center | C-1            | RE              | 1.14           |

### **Zoning History:**

The original zoning of this property dates to the early 1980s, when the North Glenwood Center Subdivision was originally platted. At that time the subdivision included the CDOT Maintenance Yard on the north side of Centennial Street and the Mid Continent Building. Lot 1, Block 2 and Lot 2, Block 1 were also included in the C-1 zone district. Neither of the two lots were ever developed. These lots were under the same ownership as the Gamba Hot Springs property (See Exhibit H).

When the C-4 zone district was initially created, it was initially applied to only two properties within the City. The former site of the Glenwood Racquet Club, now the home of the Peregrine Senior Living facility at 27<sup>th</sup> and Midland Avenues, and the Gamba Hot Springs (now owned by IMHS) was the other. In the early 2010s, a third area was added to the C-4 zone district in Glenwood Meadows. That area includes the two Marriott Hotels in Glenwood Meadows as well as a third immediately adjacent undeveloped parcel.

The stated purpose of the of the C-4 (and the new RE district) “shall be to provide for high intensity commercial development with a maximum of flexibility in dimensional requirements as necessary for the development of land which is suited for resort and accessory commercial uses. This district shall be applied only to properties which are relatively isolated from adjacent properties due to topography, major highway corridors and other geographical features.”

### **Criteria for Rezoning:**

Article 070.060.040. 3. – Rezoning Approval Criteria

In reviewing a proposed rezoning, the Planning Commission and City Council shall consider whether:

- a. The rezoning is consistent with the City’s comprehensive plan and the purpose of the code;
- b. The rezoning is consistent with the proposed purpose statement of the proposed zoning district;
- c. Substantial changes in the subject area warrant a zoning change; and/or
- d. The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.

We believe that the proposed rezoning readily complies with the above noted criteria as we will demonstrate below:

**1. Consistency with the City’s Comprehensive Plan and the purpose of the Code:**

The proposed rezoning is consistent with the City’s goals and policies. We have attempted to demonstrate our compliance by extracting excerpts from various relevant plan documents that support the rezoning. It is also necessary to look at the intent of these goals, policies and plans. We believe that these documents support a rezoning that can result in high quality infill development that encourages tourism, that is respectful of the riverfront environment and that can be complimentary to the adjoining properties.

Glenwood Springs Comprehensive Plan 2011:

- The plan’s future land use map identifies this property as commercial.
- A goal is to promote long term, sustainable, diverse economic development.
- This goal can be achieved by “directing development into a compact form; infill and redevelopment.”
  - Attract diverse businesses and industries.
- Retain the long-standing tourist market. A goal is to “Maintain Glenwood Springs as the regional tourism, retail, commercial, governmental center of Garfield County. This goal can be achieved by:
  - Retaining the long-standing tourist market.
  - Maintain the role as regional center.
- A goal is to “Preserve small town character while maintaining the livability of Glenwood Springs and increasing the vibrancy and commercial success of the Downtown”.
  - Direct development into a compact form: infill and redevelopment.
  - Direct growth inward.
- A goal is to “Direct development to locations and building forms that are cost-effective to serve”.
  - Direct growth to areas where utilities and services can be provided efficiently.
- A goal is to “Preserve natural resources”.
  - Preserve and enhance the river corridor environment.

6<sup>th</sup> Street Corridor Master Plan 2017

This plan was adopted to serve as a catalyst for the organized redevelopment of the Sixth Street corridor and those parcels directly accessed by Sixth Street. It includes areas off Devereux Road such as the Caverns base and the Centennial Street offices and businesses. It provides specific direction for these properties, including the future land use of the subject parcels.

Primary goals of the 6<sup>th</sup> Street Corridor plan include the following:

- Enhance downtown.



- Improve connectivity.
- Create nodes of activity.
- Engage the river.

The following list are goals found within the plan document which are consistent with the proposed rezoning.

- “Future developments such as the expansion of Iron Mountain Hot Springs should look for opportunities to engage and activate the river.”
- New development should engage and activate the river and Park (Two Rivers).
- Appropriate land uses include “residential units (ownership or rental) would help activate the park. Higher end units could be achieved, given the proximity of the river.”
- A Riverwalk is envisioned along the Colorado River from Iron Mountain Hot Springs through Two Rivers Park with connections to the Confluence area and downtown as well as to 6<sup>th</sup> Street via the pedestrian tunnel.
- New development should plan for these improvements and encourage access to the river, both public and private, where feasible.”
- Relative to mobility, the plan goals include the following, “to promote Glenwood Springs as an outdoor recreation destination, to facilitate biking and walking, and to connect major activity centers.”
- The plan envisions a new vehicle bridge from Devereux Road to Midland Avenue, a pedestrian bridge connecting Two Rivers Park and Sixth Street and a path along the river connecting Iron Mountain Hot Springs to Two Rivers Park and the larger City trail system.
- And finally, the plan contemplates a proposed bus shuttle system loop that would connect from IMHS to downtown, along 6<sup>th</sup> Street.

#### Rivertrail Master Plan 1991

The Rivertrail Master Plan, adopted in 1991, envisions a trail segment along the Colorado River on the riverfront parcel proposed for rezoning (see Exhibit E). Lot 2, Block 1 has a dedicated fisherman’s and pedestrian easement traversing its width. This would indicate that the property is consistent with the master plan (see Exhibit F).

#### Other City Goals and Plans:

Two additional planning efforts are ongoing near the IMHS property. These projects both suggest considerable City driven investment in the area and foretell a much greater activity level in the area.

- Two Rivers Park Riverfront Improvements

This plan envisions substantial improvements along the Colorado River’s edge of the park. Most notably, the plans include an enhanced trail running the length of the shoreline. Current plans envision the trail extending to the western edge of the park to the Devereux Road Bridge.

- Midland Devereux Road Bridge

Interest in a new bridge spanning the Colorado River from the Centennial Street/Two Rivers park entrance to Midland Avenue has been growing. City Council recently commissioned a feasibility study exploring various alignments and connections for this possible bridge. While neither plan has been funded for construction, the city leadership's interest in these projects suggests that the City's transportation network will be enhanced in coming years. Additional capacity and connectivity are both concepts that support increased development activity in the area.

We believe that this survey of the City's planning documents and the goals and policies contained therein, are consistent with the rezoning and the continued high-quality redevelopment that is envisioned on these two parcels. It is clear that the further development of the IMHS property was in the minds of the citizen and planners as they developed these documents. They envisioned a tourism driven development that may include elements of residential, lodging and commercial activities. The plans acknowledge that this property is not as isolated as it once was, but rather it both supports and is a draw for the existing hospitality industry located on Sixth Street and downtown Glenwood Springs.

## **2. The rezoning is consistent with the proposed purpose statement of the proposed zone district;**

Section 070.020.130 Resort District states that the purpose of the RE district is intended to accommodate high intensity commercial development with flexibility in terms of allowable uses and dimensional standards to accommodate for primary and secondary resort development uses. The RE district is intended to apply to properties that are relatively isolated from adjacent properties due to physical and/or natural features.

The majority of the IMHS property currently zoned RE (formerly C-4) (see Exhibit G). This rezoning proposal from M1 (formerly C-1) to RE will unify the zoning across all three contiguous parcels. It is IMHS's intention to finalize the campus with condotel/hotel accommodations. They will be created in a consistent and compatible style and will cement the resort feel of the property. As was the case in the early 1980s when the property was originally zoned, planners and elected officials recognized that despite the property's unique location it is ideally suited and has already become a significant tourism destination as a hot springs resort.

## **3. Substantial changes in the subject area warrant a zoning change; and/or**

The Iron Mountain Hot Springs property is in an area that has seen significant change since the property was originally zoned C-1 in the early 1980s.

Several elements of land use characterized the area then.

- Devereux Road was constructed as a dead end to access the rail yards relocated by the construction of I-70, and the few businesses that existed there in the early 1980s. The road was not connected to Midland Avenue until the early 1990s.
- Centennial Street then featured the Mid-Continent Building, constructed in 1981, CDOT and the Gamba Hot Springs. The hot springs property was a mix of a small commercial hot springs operation and residential uses.
- Two Rivers Park was just being constructed in 1981, converted from the idle Ideal Cement facility.

- On the north side of I-70, the property on the west side of Devereux was an agricultural pasture.
- On a larger scale, Interstate 70 in Glenwood Canyon was still a decade away from being completed. The City's population was roughly half of today and much of west Glenwood was still in unincorporated Garfield County.

When the C-4 zone district was initially created, the IMHS property was one of two parcels in the City to receive that designation. The district's purpose is "to provide for high intensity commercial development.... for land suitable for resort and accessory commercial uses". Because the two adjoining lots (which are the subject of the rezoning request) were not under similar ownership to the hot springs, were undeveloped, and part of the North Glenwood Center subdivision, they were zoned C-1 Limited Commercial.

The environment adjacent to the subject property, and the larger community, has seen remarkable changes in the three plus decades that have ensued since the original zoning was imposed.

- IMHS has been developed from a vacant parcel into an award-winning tourist destination. CDOT's maintenance and office facility supports operation of Glenwood Canyon, and the I-70 west and Highway 82 corridors.
- Devereux Road has been extended westward, now connecting to Midland Avenue and hosts many new businesses. It also serves as a connector street.
- The former agricultural parcel south of Highway 6 and east of Devereux Road is now home to the Glenwood Caverns Adventure Park base station and tramway, the Glenwood Hotel, and the Roaring Fork Land Rover dealership.
- The Grand Avenue Bridge Project is virtually completed, significantly reordering the Sixth Street corridor. This project and the subsequent approval of the Sixth Street corridor plan, will facilitate redevelopment along the entire corridor extending all the way to the IMHS facility.
- The Glenwood Springs Rivertrail and the Rio Grande Trail effectively create a bike/pedestrian corridor connecting Two Rivers Park with the rest of Glenwood, the Roaring Fork Valley and Glenwood Canyon.
- River running, fishing and cycling have become significant new outdoor recreation activities very important to our tourism economy.
- Glenwood is consistently cited by multiple sources as a nationally top-rated tourism destination.

#### **4. The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.**

The parcels proposed for rezoning, consisting of about 1.7 acres (or less than 20% of the total acreage) will be developed with condotel and hotel accommodation type uses and additional parking. The adjoining properties include a CDOT maintenance facility and an office building. The majority of the property fronts on the Colorado River and I-70 so it is unlikely the proposed new development will have any adverse impact on the surrounding properties and their existing uses. Hotels/residential uses are not incompatible uses.

August 22, 2018

**IRON MOUNTAIN HOT SPRINGS  
ATTACHMENTS**

Exhibit A: Approved Development Agreement

Exhibit B: Overall Site Plan

Exhibit D: Parcel Map

**Rezoning**

Exhibit G: Historic and Current Zoning

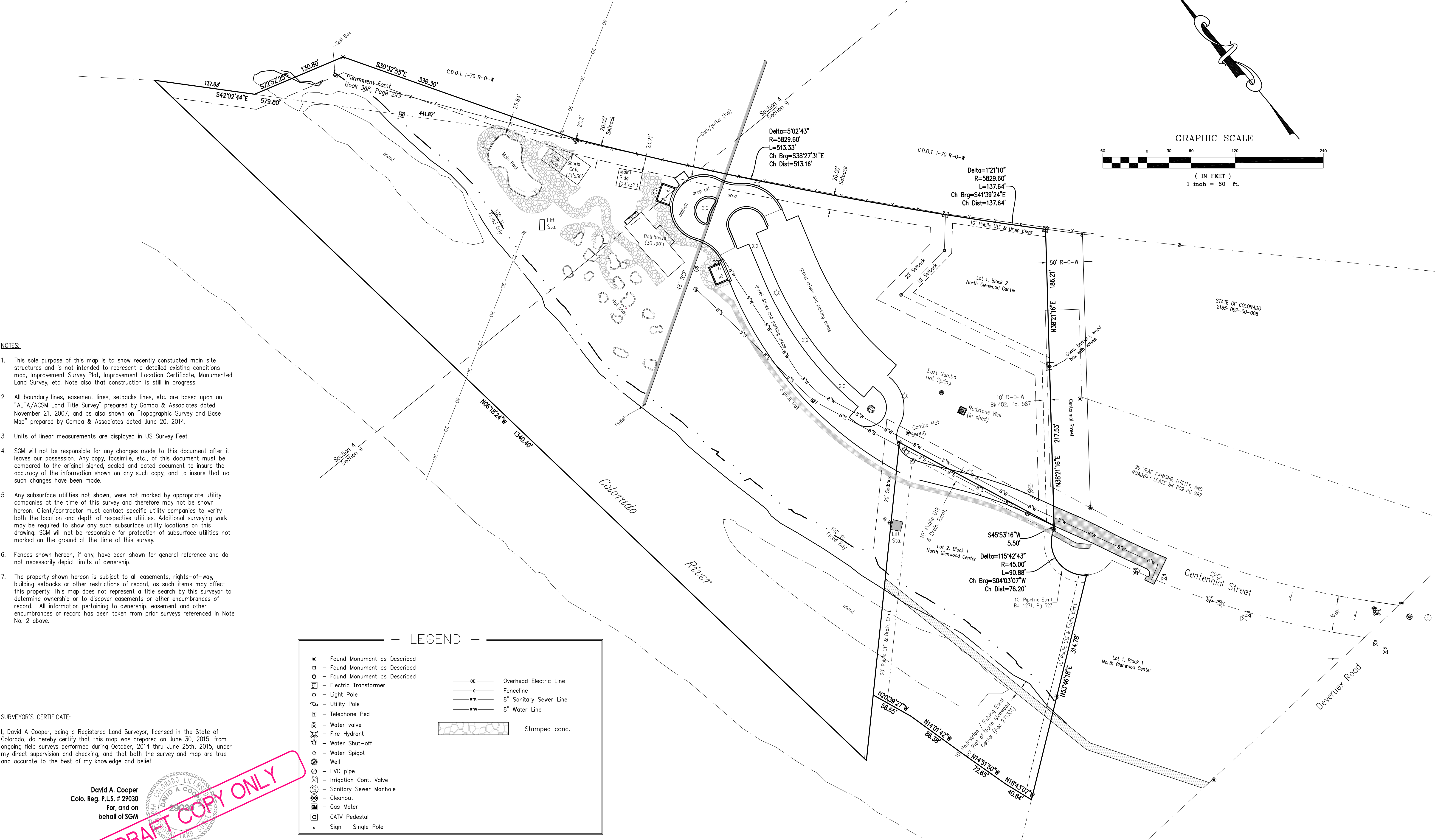
Exhibit H: Historic and Current Conditions

Exhibit M: Iron Mountain Hot Springs Image



Iron Mountain Hot Springs  
Sections 4 & 9, T.6 S., R.89 W. of the 6th P.M.  
Glenwood Springs, Colorado

EXHIBIT B



- NOTES:
1. This sole purpose of this map is to show recently constructed main site structures and is not intended to represent a detailed existing conditions map, Improvement Survey Plat, Improvement Location Certificate, Monumented Land Survey, etc. Note also that construction is still in progress.
  2. All boundary lines, easement lines, setbacks lines, etc. are based upon an "ALTA/ACSM Land Title Survey" prepared by Camba & Associates dated November 21, 2007, and as also shown on "Topographic Survey and Base Map" prepared by Camba & Associates dated June 20, 2014.
  3. Units of linear measurements are displayed in US Survey Feet.
  4. SGM will not be responsible for any changes made to this document after it leaves our possession. Any copy, facsimile, etc., of this document must be compared to the original signed, sealed and dated document to insure the accuracy of the information shown on any such copy, and to insure that no such changes have been made.
  5. Any subsurface utilities not shown, were not marked by appropriate utility companies at the time of this survey and therefore may not be shown hereon. Client/contractor must contact specific utility companies to verify both the location and depth of respective utilities. Additional surveying work may be required to show any such subsurface utility locations on this drawing. SGM will not be responsible for protection of subsurface utilities not marked on the ground at the time of this survey.
  6. Fences shown hereon, if any, have been shown for general reference and do not necessarily depict limits of ownership.
  7. The property shown hereon is subject to all easements, rights-of-way, building setbacks or other restrictions of record, as such items may affect this property. This map does not represent a title search by this surveyor to determine ownership or to discover easements or other encumbrances of record. All information pertaining to ownership, easement and other encumbrances of record has been taken from prior surveys referenced in Note No. 2 above.

SURVEYOR'S CERTIFICATE:

I, David A. Cooper, being a Registered Land Surveyor, licensed in the State of Colorado, do hereby certify that this map was prepared on June 30, 2015, from ongoing field surveys performed during October, 2014 thru June 25th, 2015, under my direct supervision and checking, and that both the survey and map are true and accurate to the best of my knowledge and belief.

David A. Cooper  
Colo. Reg. P.L.S. # 29030  
For, and on  
behalf of SGM

DRAFT COPY ONLY

LEGEND

- Found Monument as Described
- Found Monument as Described
- Found Monument as Described
- Electric Transformer
- Light Pole
- Utility Pole
- Telephone Ped
- Water valve
- Fire Hydrant
- Water Shut-off
- Water Spigot
- Well
- PVC pipe
- Irrigation Cont. Valve
- Sanitary Sewer Manhole
- Cleanout
- Gas Meter
- CATV Pedestal
- Sign - Single Pole
- Overhead Electric Line
- Fenceline
- 8" Sanitary Sewer Line
- 8" Water Line
- Stamped conc.

Iron Mountain Hot Springs  
Glenwood Springs, CO

SGM  
118 West Sixth Street, Suite 200  
Glenwood Springs, CO 81601  
970.945.1004 www.sgm-inc.com

| # | Revision | Date | By |
|---|----------|------|----|
| 1 |          |      |    |
| 2 |          |      |    |
| 3 |          |      |    |
| 4 |          |      |    |
| 5 |          |      |    |

Recently constructed site  
features

|           |                                           |
|-----------|-------------------------------------------|
| Job No.   | 2014-339.001                              |
| Drawn by: | doc                                       |
| Date:     | 6/30/15                                   |
| Approved: |                                           |
| File:     | IronMountain-ExhibitB-CondJune2015-forTCO |

1  
1



## EXHIBIT D

**SUBJECT PARCEL 1**  
**PARCEL No. : 218509200031**  
**CURRENT ZONING : C/4 RESORT DISTRICT**  
**AREA : 10.2 Ac. +/- PER COUNTY**

**SUBJECT PARCEL 2**  
**PARCEL No. : 218509202001**  
**CURRENT ZONING : C/1 LIMITED**  
**COMMERCIAL DISTRICT**  
**AREA : 0.58 Ac. +/- PER COUNTY**

**SUBJECT PARCEL 3**  
**PARCEL No. : 218509201002**  
**CURRENT ZONING : C/1 LIMITED**  
**COMMERCIAL DISTRICT**  
**AREA : 1.14 Ac. +/- PER COUNTY**

**smartlines**  
gis cartography gps  
970.618.1047

IMHS\_Site180801

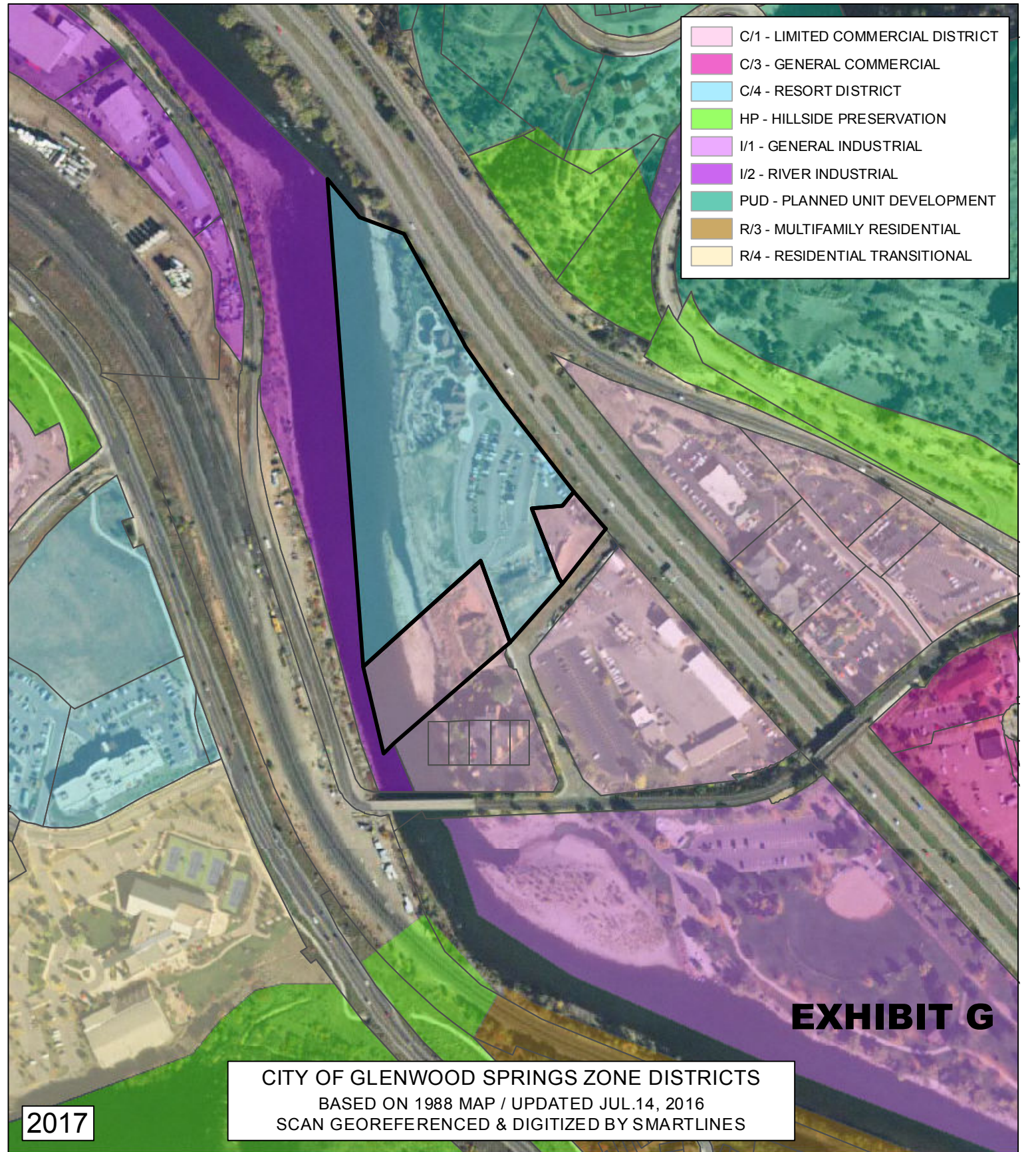
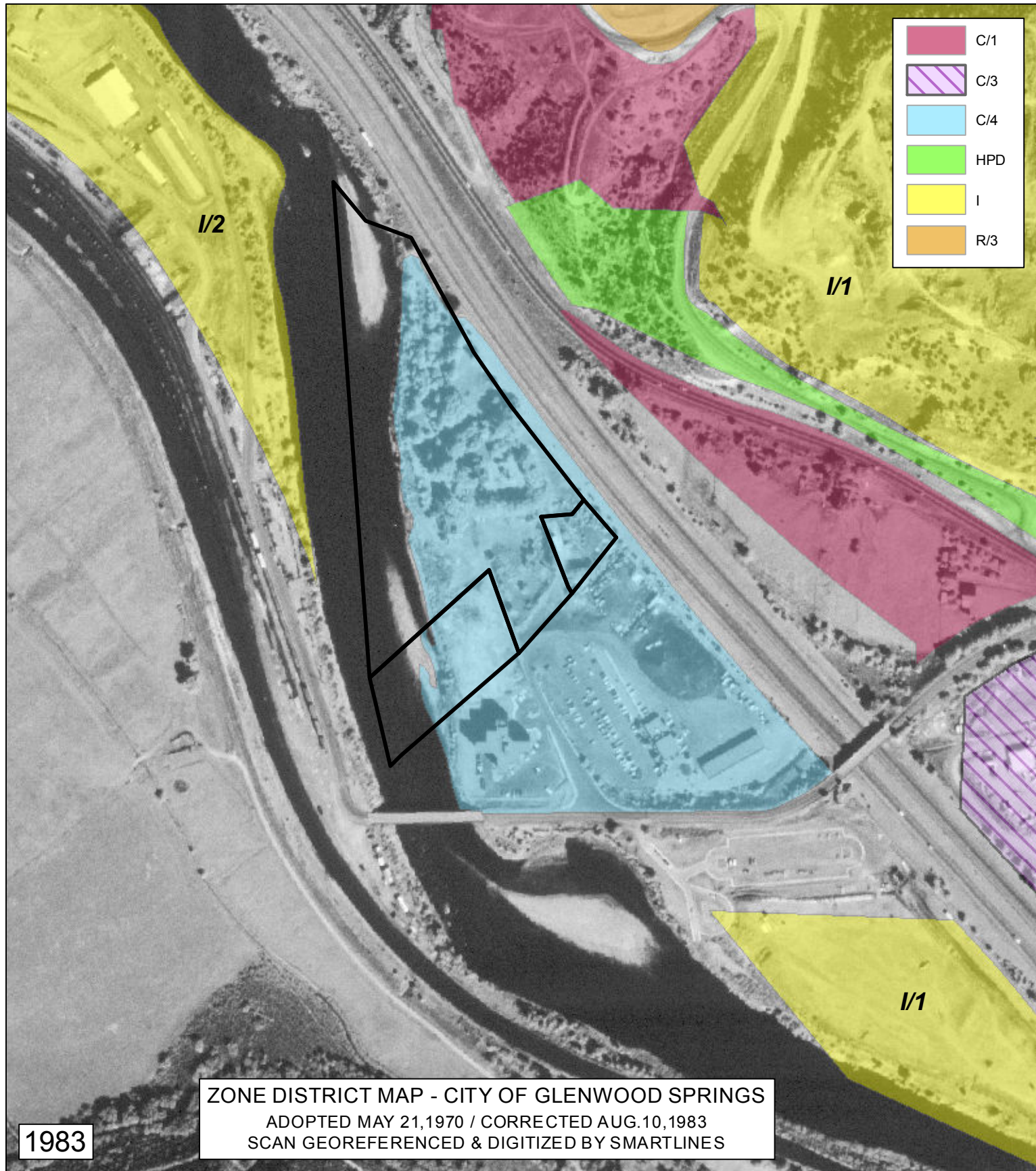
## IRON MOUNTAIN HOT SPRINGS site overview

### NOTES & SOURCES

- PARCEL INFORMATION : GARFIELD COUNTY GIS 05/01/2018.
- AERIAL : 2017 GOOGLE EARTH.
- THIS MAP IS INTENDED FOR GENERAL PLANNING PURPOSES ONLY.







# IRON MOUNTAIN HOT SPRINGS GLENWOOD SPRINGS, COLORADO

historical  
zoning

IMHS  
LOGO?

## NOTES & SOURCES

- PARCEL INFORMATION : GARFIELD COUNTY GIS. 05/01/2018.
- ZONING : CITY OF GLENWOOD SPRINGS. DETAILS REFERENCED IN MAP FRAMES.
- AERIALS : 1983-USGS SINGLE FRAME RECORDS. 09/13/1983 FLIGHT.
- : 2017-USDA NAIP2017 FLIGHT.
- THIS MAP IS CONCEPTUAL AND IS INTENDED FOR GENERAL PLANNING PURPOSES ONLY.

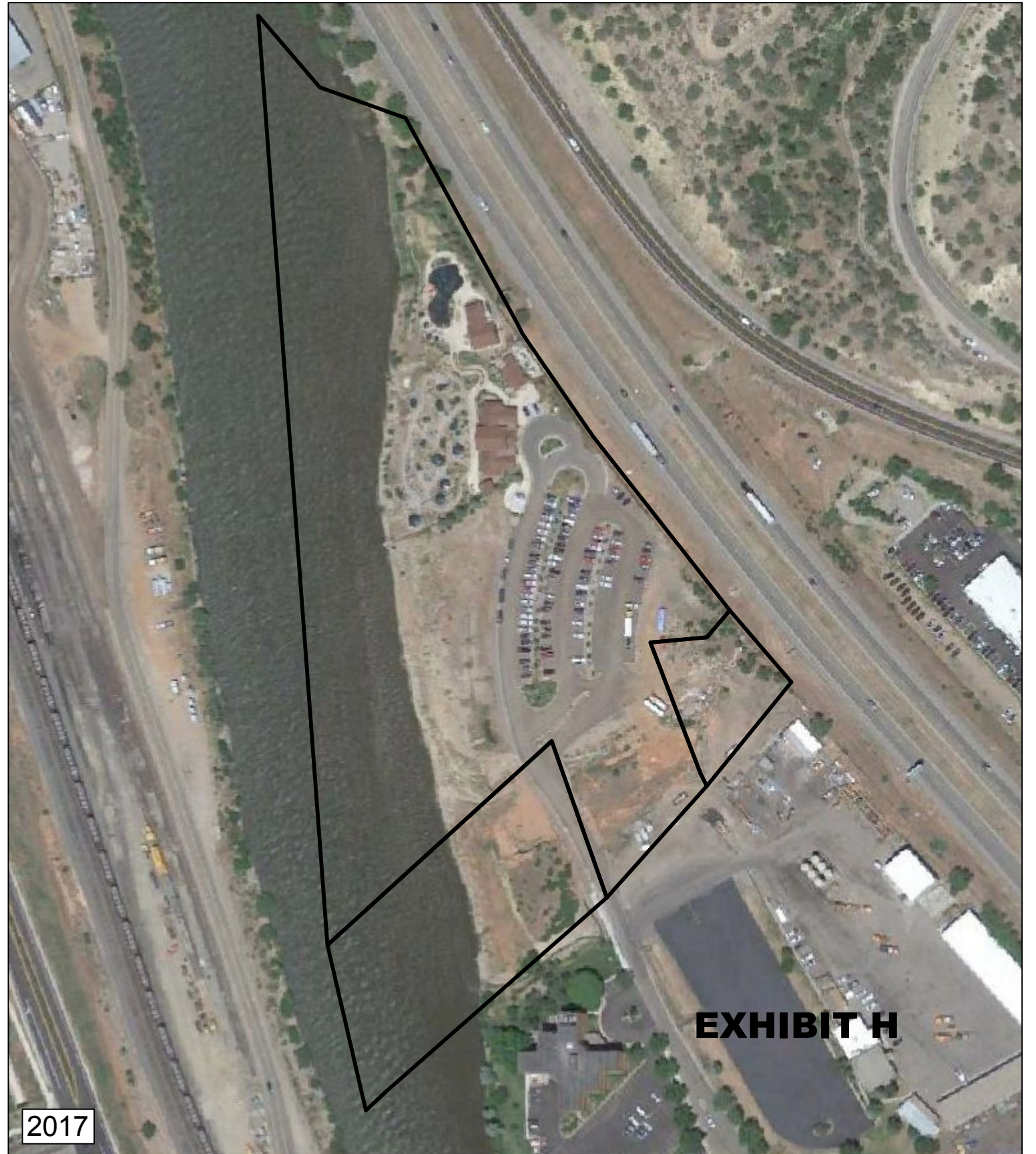
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 gis cartography gps  
 970.618.1047







1979



2017

**EXHIBIT H**

IMHS\_History\_180531

# IRON MOUNTAIN HOT SPRINGS GLENWOOD SPRINGS, COLORADO

historical  
site review

IMHS  
LOGO?

## NOTES & SOURCES

- PARCEL INFORMATION : GARFIELD COUNTY GIS. 05/01/2018
- AERIALS : 1979-COLORADO AERIAL PHOTO SERVICE. 04/20/1979 FLIGHT.  
: 2017-GOOGLE EARTH 06/23/2017.
- THIS MAP IS CONCEPTUAL AND IS INTENDED FOR GENERAL PLANNING PURPOSES ONLY.

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**smartlines**  
gis cartography gps  
970.618.1047



map : jbl





**EXHIBIT M**



**PROOF OF PUBLIC NOTICE  
PRE-APPLICATION NEIGHBORHOOD MEETING**

I hereby affirm that Public Notice requirements of the Municipal Code of Glenwood Springs have been met for the Pre-Application Neighborhood Meeting held:

at IMHS 281 Centennial Street GWS  
(Location)

on July 27th. 2018  
(Date)

Attached are:

1. A list of names and addresses of owners of record of all property within 300 feet of the subject property and registered neighborhood groups that have boundaries including the proposed project site.

Date mailed: July 11th. 2018;

2. A list of the meeting attendees;
3. A summary of the meeting.

Name: Jed Cooper  
Applicant  
Date: 8/20/18

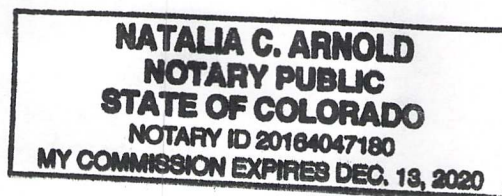
Subscribed and sworn to before me, a notary public in and for the County of  
Garfield, State of Colorado, this 20<sup>th</sup> day of  
August 2018, A.D.

Witness my hand and official seal

(SEAL)

Natalia C. Arnold  
Notary Public

My commission expires: Dec. 13, 2020



**Property owners within 300 feet of Iron Mountain Contacted for Pre-application Meeting**

1. City of Glenwood Springs  
109 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601
2. Union Pacific Railroad  
Attn... Sara Thompson Cassidy  
1400 W. 52<sup>nd</sup> Avenue, Bldg. 1259  
Denver, CO 80221
3. CDOT  
4201 E. Arkansas Avenue  
Denver CO 80222-3406  
and  
CDOT  
Resident Engineer  
202 Centennial  
Glenwood Springs, CO 81601
4. SRE Colorado 4 RF LLC.  
4401 Colwick Road  
Charlotte, NC 28211
5. Robert Henry Grasmere Jr.  
201 Church Road  
Ojai, CA 93023
6. Colorado Energy Services LLC  
1140 Devereux Road  
Glenwood Springs, CO 81601
7. Perriscar LLC  
1210 Devereux Road

**Glenwood Springs, CO 81601**

**8. State of Colorado Division of Wildlife  
6060 Broadway  
Denver, CO 80216-1029**

**9. Colorado River Water Conservation District  
PO Box 1120  
Glenwood Springs, CO 81602**

**10. Two Rivers Park Plaza LLC  
PO Box 1576  
Glenwood Springs, CO 81602**

**11. TRPP AT 300 LLC  
PO Box 2021  
Glenwood Springs, CO 81602**

**12. 1303 Grand Avenue  
PO Box 1576  
Glenwood Springs, CO 81602**

**13. Two Rivers Park plaza Office Condominiums Assn.  
PO Box 1576  
Glenwood Springs, CO 81602**





Relax. Restore. Rejuvenate.

July 10, 2018

RE: Pre-Application Neighborhood Meeting

Dear Neighbor,

We would like to inform you of the status of our original development plans at Iron Mountain Hot Springs and invite you to a meeting to hear more about the future vision for the property. As part of the City of Glenwood Springs' new soon to be implemented development review process, we are required to hold a pre-application meeting to share our plans and gather your input during the early stages of project design.

With that in mind, we would like to invite you to attend our neighborhood meeting:

**WHEN:** July 27, 2018 at 8AM.

**WHERE:** Iron Mountain Hot Springs patio.

We hope you can attend. Please contact Mogli Cooper at 970-433-5838 for further information.

Sincerely,  
Mogli Cooper

281 Centennial Street, Glenwood Springs, CO 81601 | 970.945.IRON (4766) | [ironmountainhotsprings.com](http://ironmountainhotsprings.com)



July 30, 2018

## Synopsis of Neighborhood meeting for IMHS Rezone/Major Development

### Attendant:

Hannah Klausman, City of Glenwood Springs Planner

Tracy Trulove, CDOT

Bart Necessary, CDOT

Lisa Cunningham, Dalby, Wendland & Co

Audrey Turner, Colorado River District and TRPP COA

Jason Turner, Colorado River District

John Neil, 1703 Grand LLC

Steve Beckley, Nancy Heard, Deb Hannah, Mark Feinsinger, IMHS

Mogli Cooper, Facilitator

The overall take-away was the pedestrian safety issue along Devereux Road with a lack of a crosswalk and Centennial Road as it intersects with the entrance to CDOT and the parking lot for TRP. John Neil would like to see the entrance to CDOT moved over to the Centennial Street dog leg as the current access is crossing an actual parking lot. It was determined that this would have to be dealt outside of this application as it does not pertain to IMHS' property. A question was raised about the re-location of the Lift Station to the cul-de-sac and if that would obstruct the current drainage/collection of the CDOT hot spring water, and Steve Beckley explained that it wouldn't affect it.

Someone asked about the City's plan for pedestrian circulation and signage improvements for Devereux Road and IMHS is willing to help pay for improved signage and the shuttle service offered by IMHS should help with improving the safety of the pedestrians. A question was raised about the 10' access easement that will be granted to COGS and if it was going to get paved. The height in the new RE zone district was discussed along with the height of the TRP, but no one was quite certain of the exact numbers.

# Rezoning, Iron Mountain Hot Springs

Planning File #16-18



City of Glenwood Springs  
City Council  
Hannah Klausman, Planner II  
November 15, 2018



## **ACTION ITEM**

### **REZONING**

Rezoning of parcels 218509201002 (1) and 218509202001 (2) from the M1 Mixed use zone district to the RE Resort zone district.

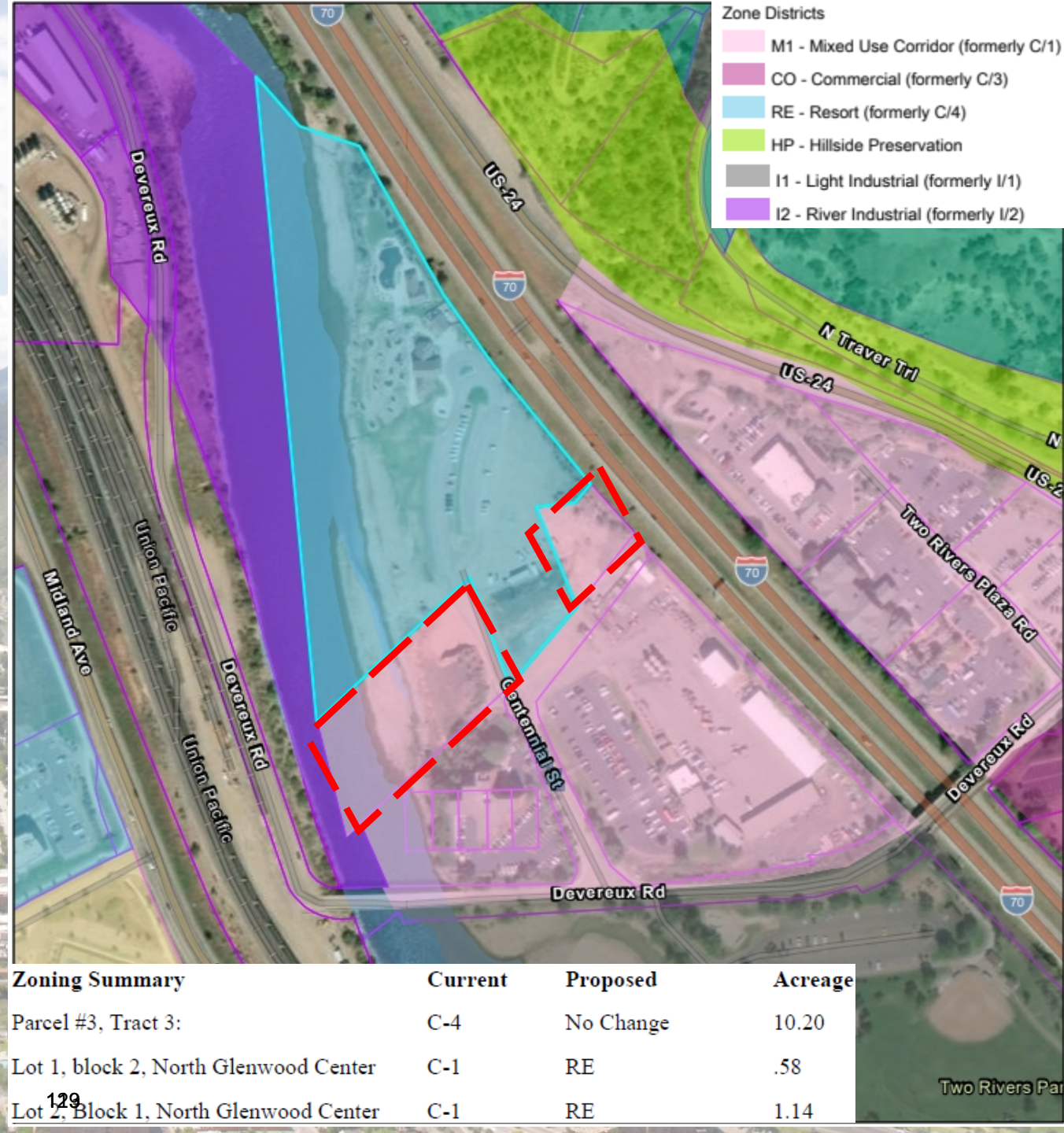
Planning and Zoning Commission reviewed the application on October 23<sup>rd</sup>, 2018 and voted 4-0 to recommend approval of the Rezoning.

Staff is recommending approval.



# Rezoning

- In reviewing a proposed rezoning, the Planning Commission shall consider the following rezoning approval criteria as set forth in Municipal Code section 070.060.040(a):
  - *The rezoning is consistent with the City's comprehensive plan and the purpose of this Code;*
  - *The rezoning is consistent with the proposed purpose statement of the proposed zoning district;*
  - *Substantial changes in the subject area warrant a zoning change; and/or*
  - *The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.*





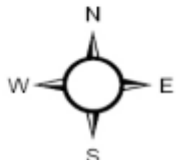
# Adjacent Land Uses

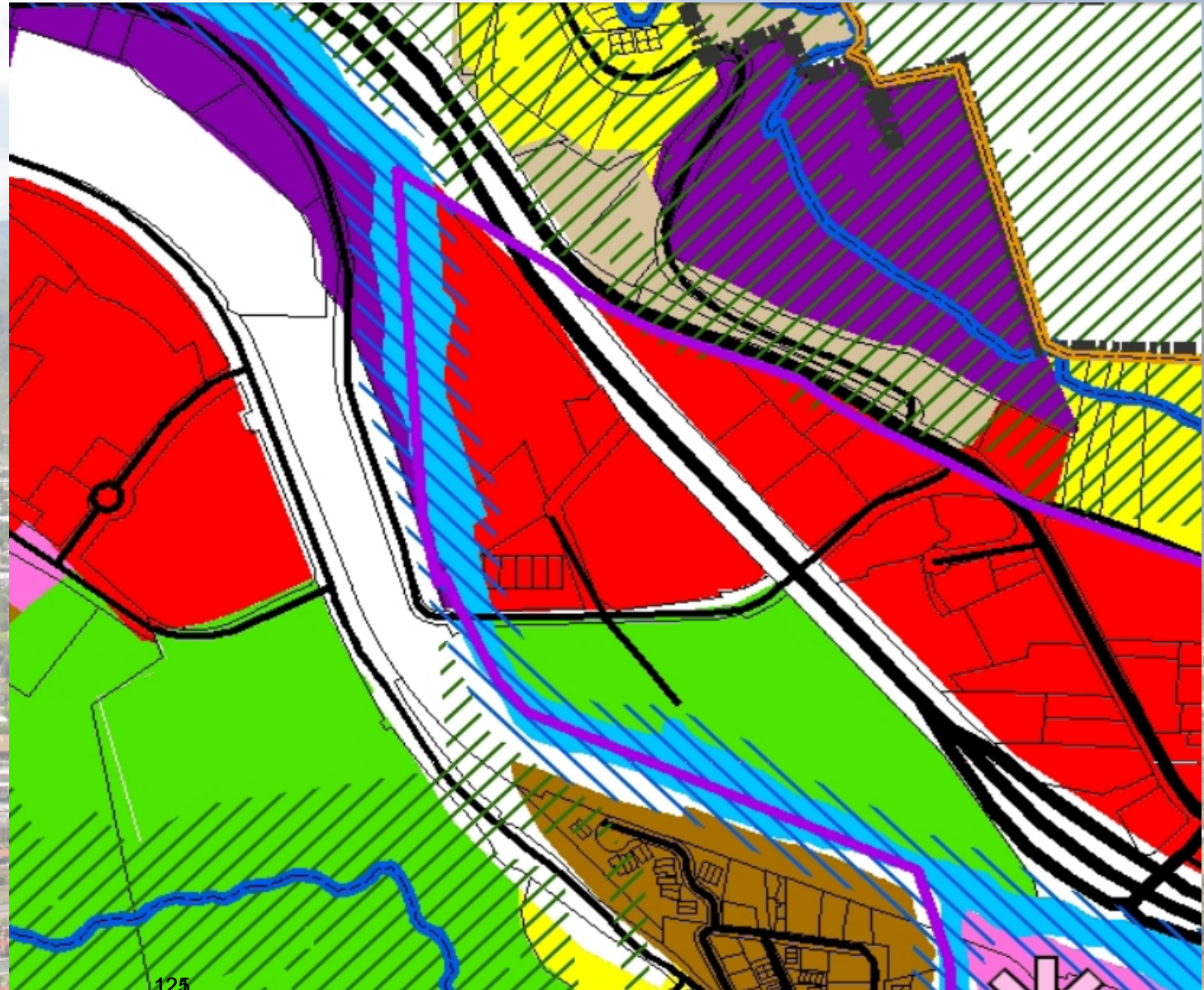




# Comprehensive Plan, Future Land Use Map

## Future Land Use

- Conservation
  - Parks Open Space
  - Low Density Residential
  - Single-family Residential
  - Multi-family Residential
  - Mixed-use
  - Downtown
  - Commercial
  - Industrial
  - Downtown Development Authority Boundary
  - Hillside Preservation
  - Riverside Protection
  - Rivers
- 



Proposal does not require a Comprehensive Plan Map Amendment



# Resort (RE) District Zone

## *Purpose statement of the proposed zoning district;*

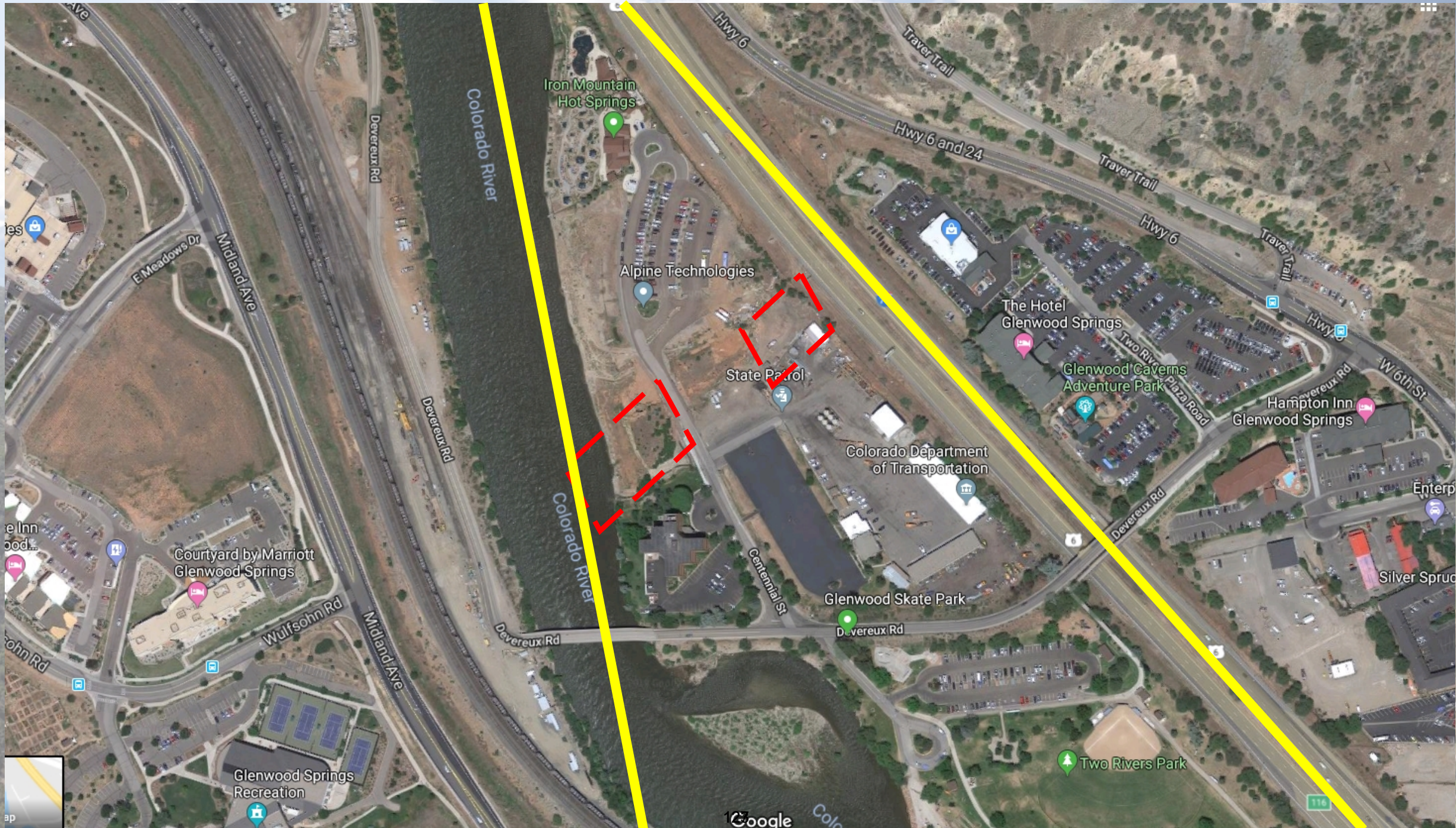
The RE district is intended to accommodate high-intensity commercial development with flexibility in terms of allowable uses and dimensional standards to accommodate for primary and accessory resort development uses. The RE district is intended to apply to properties that are relatively isolated from adjacent properties due to physical and/or natural features.

## *Intensity of development in the new zoning district*

- 20 feet additional building height
- Reduced landscaping area
- Not expected to create significantly adverse impacts to surrounding properties or the neighborhood.

| Dimensional Standards |                                 | M1<br>Existing Zone | RE<br>Proposed Zone |
|-----------------------|---------------------------------|---------------------|---------------------|
| Front Yard<br>Setback |                                 |                     |                     |
|                       | Front Min                       | 5 feet              | 5 feet              |
|                       | Front, Max<br>(arterial)        | 60 feet             | 60 feet             |
|                       | Front, Max<br>(other<br>street) | 25 feet             |                     |
| Side Yard<br>Setback  |                                 | 5 feet              | 5 feet              |
| Rear Yard<br>Setback  |                                 |                     | 10 feet             |
|                       | Rear Alley<br>Present           | 10ft                |                     |
|                       | No Alley                        | 7.5ft               |                     |
| Maximum<br>Height     |                                 | 40 feet             | 60 feet             |







Hwy 6 and 24  
Glenwood Springs, Colorado



Google, Inc.



Street View - Jun 2018



View looking south from Hwy 6 and 24.





View looking  
southeast from  
Interstate 70



# View of adjacent CDOT property from Interstate 70



| Use Category                          | Use Type                          | Districts → |    |
|---------------------------------------|-----------------------------------|-------------|----|
|                                       |                                   | M1          | RE |
| RESIDENTIAL USES                      |                                   |             |    |
| Household Living                      | Dwelling, live-work               | P           | P  |
|                                       | Dwelling, multifamily             | P           | P  |
|                                       | Dwelling, townhouse               | P           | P  |
|                                       | Dwelling, single-family detached  | P           | P  |
|                                       | Dwelling, two-family              | P           |    |
|                                       | Mobile home park                  | S           |    |
|                                       | Accessory dwelling unit           | P           | P  |
| Group Living                          | Convalescent or nursing home      | P           | P  |
|                                       | Personal care boarding home       | S           | S  |
| PUBLIC, INSTITUTIONAL, AND CIVIC USES |                                   |             |    |
| Community and Cultural Facilities     | Assembly                          | P           | P  |
|                                       | Civic building                    | P           | P  |
|                                       | Club or lodge                     | P           | P  |
|                                       | Community centered board facility |             |    |
| Adult and Child Care Facilities       | Adult day care                    | P           | P  |
|                                       | Child care center                 | P           | P  |
|                                       | Child day care home, large        | P           | P  |
|                                       | Child day care home, small        | P           | P  |
| Educational Facilities                | School                            | P           | P  |
| Health Care Facilities                | Hospital                          | P           |    |
|                                       | Medical or dental clinic          | P           | P  |
| Parks and Open Space                  | Park, playground, and open space  | P           | P  |

| Use Category                                   | Use Type                                                                | Districts → |    |
|------------------------------------------------|-------------------------------------------------------------------------|-------------|----|
|                                                |                                                                         | M1          | RE |
| <b>Transit Uses</b>                            | Transit stop                                                            | P           | P  |
|                                                | Transit terminal or station                                             | S           |    |
| <b>COMMERCIAL USES</b>                         |                                                                         |             |    |
| <b>Agriculture and Animal-Related Services</b> | Commercial farming, animal husbandry, and plant husbandry               |             |    |
|                                                | Community garden                                                        | S           | S  |
|                                                | Kennel                                                                  | S           |    |
|                                                | Sale of produce or plants raised on premises (excluding marijuana uses) | P           | S  |
|                                                | Veterinarian hospital or clinic                                         | S           | S  |
|                                                |                                                                         |             |    |
| <b>Adult Entertainment Establishments</b>      | Adult entertainment establishment                                       |             |    |
| <b>Food and Beverage Establishments</b>        | Bar, lounge, or tavern                                                  | P           | P  |
|                                                | Microbrewery, distillery, or winery                                     | P           | P  |
|                                                | Restaurant                                                              | P           | P  |
|                                                | Restaurant, with drive-through                                          | S           |    |
|                                                |                                                                         |             |    |
|                                                |                                                                         |             |    |
| <b>Funeral and Interment Services</b>          | Cemetery                                                                | S           | S  |
|                                                | Funeral home, columbarium, crematorium, or mortuary                     | S           | S  |
| <b>Lodging Facilities</b>                      | Accessory tourist rental                                                | P           | P  |
|                                                | Bed and breakfast                                                       | P           | P  |
|                                                |                                                                         |             |    |
|                                                | Boarding house                                                          | P           | S  |
|                                                |                                                                         |             |    |
|                                                | Hotel, motel, hostel, or lodge                                          | P           | P  |

| Use Category                                       | Use Type                                              | Districts → |    |
|----------------------------------------------------|-------------------------------------------------------|-------------|----|
|                                                    |                                                       | M1          | RE |
|                                                    | Short-term rental                                     | P           | P  |
| <b>Maintenance and Repair Services</b>             | Repair facility, major                                | P           |    |
|                                                    | Repair facility, minor                                | P           |    |
| <b>Marijuana Establishments</b>                    | Medical marijuana business, excluding cultivation     | S           |    |
|                                                    | Retail marijuana establishment, excluding cultivation | S           |    |
| <b>Office, Business, and Professional Services</b> | Administrative, professional, or government office    | P           | P  |
|                                                    | Bank or financial institution                         | P           | P  |
|                                                    | Printing and copying establishment                    | P           | P  |
|                                                    |                                                       |             |    |
| <b>Personal Services</b>                           | Commercial laundry and dry cleaning                   |             |    |
|                                                    | Personal service, general < 1,500 sq. ft.             | P           | P  |
|                                                    | Personal service, general ≥ 1,500 sq. ft.             | P           | P  |
|                                                    | Self-service laundry                                  | P           | P  |
| <b>Recreation and Entertainment, Indoor</b>        | Indoor recreation facility                            | P           | P  |
|                                                    |                                                       |             |    |
| <b>Recreation and Entertainment, Outdoor</b>       | Commercial outdoor recreation use                     | P           | P  |
|                                                    |                                                       |             |    |
|                                                    | Commercial outdoor recreation-concentrated            | S           | S  |
|                                                    | Golf course or country club                           |             | P  |
| <b>Retail Sales</b>                                | Recreational vehicle park                             | S           |    |
|                                                    | Building materials and supply store                   | P           |    |
|                                                    | Convenience store                                     | P           | P  |
|                                                    | Flea market or swap meet                              | S           | P  |
|                                                    | Grocery store                                         | P           | P  |
|                                                    | Liquor store                                          | P           |    |

| Use Category                  | Use Type                                  | Districts → |    |
|-------------------------------|-------------------------------------------|-------------|----|
|                               |                                           | M1          | RE |
|                               | Lumber yard                               |             |    |
|                               | Pawn shop                                 | P           |    |
|                               | Retail, general <1,500 sq. ft.            | P           | P  |
|                               | Retail, general ≥1,500 sq. ft.            | P           | P  |
|                               | Retail, shopping center                   |             |    |
| <b>Vehicles and Equipment</b> | Automotive fuel sales and service station | S           | S  |
|                               | Automotive parts and accessories sales    | P           |    |
|                               | Automotive repair shop                    | P           |    |
|                               | Automotive sales or leasing               | S           |    |
|                               |                                           |             |    |
|                               | Automobile wash                           | S           | S  |
|                               | Parking as a principal use                | S           | S  |
|                               | Equipment sales and rental                | P           |    |
|                               | Mobile home sales                         | P           |    |
| <b>INDUSTRIAL USES</b>        |                                           |             |    |
| <b>Industrial Services</b>    | Airport / aviation-related business       |             |    |
|                               | Asphalt or concrete batch plant           |             |    |
|                               | Motor or rail freight terminal            |             |    |
|                               | Natural resource extraction or processing |             |    |



| Use Category                 | Use Type                                                                        | Districts → |    |
|------------------------------|---------------------------------------------------------------------------------|-------------|----|
|                              |                                                                                 | M1          | RE |
|                              | Printing or publishing facility                                                 | S           |    |
|                              | Research and development facility                                               | P           |    |
| Manufacturing and Production | Brewery or bottling plant                                                       | P           | S  |
|                              | Fabrication, manufacturing, and testing facility                                | S           | S  |
|                              | Food processing and packing plant                                               |             |    |
| Marijuana Establishments     | Marijuana cultivation, with or without retail business or medical establishment |             |    |
| Storage and Warehousing      | Bulk materials or machinery storage                                             |             |    |
|                              | Contractor offices and equipment storage yards                                  | P           |    |
|                              | Mini-warehouse or storage                                                       | S           |    |
|                              | Storage of hazardous liquids and gasses                                         |             |    |
|                              | Warehousing                                                                     |             |    |
| Waste and Salvage            | Salvage yard                                                                    |             |    |
| Utilities                    | Commercial television, radio, or microwave tower                                |             |    |

| Use Category                      | Use Type                                        | Districts → |    |
|-----------------------------------|-------------------------------------------------|-------------|----|
|                                   |                                                 | M1          | RE |
|                                   | Geothermal heat exchange                        | P           | P  |
|                                   | Wastewater treatment facility                   |             |    |
|                                   | Wind power generation tower                     | S           | S  |
| WIRELESS COMMUNICATION FACILITIES |                                                 |             |    |
|                                   | Alternative tower structure in right-of-way     | P           | P  |
|                                   | Alternative tower structure not in right-of-way | S           | S  |
|                                   | Base station in right-of-way                    | P           | P  |
|                                   | Base station not in right-of-way                | S           | S  |
|                                   | Eligible facilities request                     | P           | P  |
|                                   | Small cell facility                             | P           | P  |
|                                   | Tower                                           | S           | S  |
| ACCESSORY USES                    |                                                 |             |    |
|                                   | Backyard chickens                               | P           |    |
|                                   | Home occupation                                 | P           | P  |
|                                   | Outdoor storage, accessory                      | S           | S  |
|                                   | Parking structure                               | S           | S  |
|                                   | Warehousing                                     | P           | P  |
| TEMPORARY USES                    |                                                 |             |    |
|                                   | Temporary sales and structures                  | P           | P  |
|                                   | Temporary special event                         | P           | P  |

Overall the RE district is more restrictive for commercial activities which matches the stated intent of the zone.

Uses that are more permissive in the RE zone are:

- Golf Course
- County Club
- Flea Market
- Swap Meet

## Action Item:

Rezoning of parcels 218509201002 (1) and 218509202001 (2) from the M1 Mixed use zone district to the RE Resort zone district.

### **Staff supports the rezoning request with the following findings:**

1. The rezoning is consistent with the Comprehensive Plan's commercial designation.
2. The rezoning is consistent with the RE Resort district's purpose statement.
3. Substantial changes in the subject area warrant a zoning change; and/or
4. The intensity of the new zoning district is not expected to create significantly adverse impacts to surrounding properties as it is in line with existing uses and building mass.



**MINUTES**  
**City of Glenwood Springs**  
**Planning and Zoning Commission**  
**Regular Meeting**  
**October 23, 2018**  
**Council Chambers, First Floor, City Hall**  
**101 W. 8<sup>th</sup> Street**  
**6:00PM**

Chairman Marco Dehm called the meeting to order at 6:05 p.m.

1. Roll Call

Present at roll call were Commissioners: Marco Dehm, Sumner Schachter, and Tim Malloy

Absent: Collin Wilhelm, Ingrid Wussow, Kathryn Grosscup, George Shaver, Amber Wissing

Also present were: Jenn Ooton, Director/Asst. City Manager;  
Gretchen Ricehill, Assistant Director,  
Anna S. Itenberg, City Attorney's Office  
Hannah Klausman, Planner II  
Jimmy Uvodich, Planner I

**Commissioner Dehm modified the order of agenda items due to lack of quorum. It was determined that discussion and review of agenda item 5, the West Glenwood Urban Renewal Authority Plan, did not require a Planning and Zoning decision regarding conformance with the Comprehensive Plan until 30 days following this meeting.**

2. West Glenwood Urban Renewal Authority Plan

Anne Ricker, Ricker-Cunningham, Littleton Colorado, explained that she was working on behalf of the city of Glenwood Springs. She provided a powerpoint presentation summarizing the process of creating urban renewal districts, the reason for creating the West Glenwood urban renewal authority plan.

Commissioner Dehm announced for the record that Commissioner Wussow arrived at 6:21PM thereby establishing a quorum.

[Ms. Ricker continued her presentation. Presentation and discussion not included in these draft minutes]



### **New Items**

3. 16-18 – Consideration of a Rezoning from Mixed Use Corridor (M1) to Resort (RE) zone district, three variances, and a continuation request for a Major Development Amendment Permit.

Applicant: Iron Mountain Hot Springs, LLC  
Owner: Iron Mountain Hot Springs, LLC  
Location: 281 Centennial Street  
Zone: RE Resort District and M1 Mixed Use Corridor

Hannah Klausman provided a powerpoint presentation summarizing the application in accordance with her staff report.

Iron Mountain Hot Springs was requesting:

- A continuance to the July, 2019 meeting regarding consideration of the Major Development Permit amendment with the condition that the owner re-notice the public hearing. Note that the staff report indicates a continuance to next month. The applicant was requesting a July, 2019 hearing to present a more detailed plan and this delay will allow the owner time to do so;
- Rezoning two parcels from M1-mixed use to RE-Resort;
- Variances for a side yard setback, parking lot landscaping and a free-standing pole sign.

Ms. Klausman discussed the rezoning criteria, conformity to the Comprehensive Plan and consistency with the purpose statement of the proposed zoning district. She compared the dimensional differences between the current and requested zones, and compared the differences in allowed land uses.

Ms. Klausman reviewed the existing surrounding land uses and zoning designations and discussed the proposed use on the two parcels as a condo-hotel.

She stated that staff supports the rezoning request with the findings found on page 10 of the staff report.

Ms. Klausman summarized each of the variance requests and reviewed the variance criteria.

- The side yard setback variance is to allow for the construction of a shed roof on a mechanical building. The purpose is to cover existing mechanical equipment that currently encroaches into the setback. If approved, the setback will be 1.5 feet. The setback is adjacent to Interstate 70 so the potential impacts from the reduced setback are negligible. Staff supports the variance request with findings on page 10 of the staff report.
- The parking lot landscaping variance is to allow use of a linear landscape strip rather than the landscape islands at a rate of one island per eight parking spaces. The landscape strip is roughly the same square footage of the required islands. Currently the parking lot is not paved so the square footages noted are just estimates. Ms. Klausman noted that the owner has planted 25 trees in two linear islands. Ms. Klausman notes that approximately 5 islands would be required by code, with one tree in each island and low-lying shrubs. Ms. Klausman notes that the number of trees provided exceeds the code requirement but the owner has not planted any shrubs. Staff supports the variance request with findings on page 11 of the staff report and with the condition that the owner add the number of shrubs that otherwise would be required if



the code-required islands were constructed. This condition is modified from that which was stated in the staff report. The modified condition reads:

**“Applicant shall add the number of bushes that would be required in landscape islands per section 070/040.050(e) if they were being provided based on the standard dimension requirements of parking spaces, no later than June 1, 2019. Applicant shall submit a parking site plan demonstrating the number of spaces meeting dimensional standards prior to landscape installation”.** Ms. Klausman noted that the owner likely will request that the June 1 deadline be changed to the July Planning & Zoning meeting to coincide with the Major Development amendment continuance.

- The freestanding pole sign is located at the Iron Mountain Hot Springs entrance. The proposed sign exceeds the maximum height allowed and does not meet the two-pole design requirement for pole signs. Staff supports the variance with the condition that the owner submit a sign permit application and review the location of the sign with the Public Works Director to avoid potential conflicts with existing utility easements.

Ms. Klausman reviewed reviewing agency comments that she received from. She indicated that some comments address the Major Development Permit and reminded the Commission that these will be addressed in July, 2019. She also noted that staff received additional comments from the Two Rivers Park Condo Association and CDOT.

#### Questions of Staff:

Commissioner Malloy:

Asked about extending the landscaping deadline in the major development permit rather than asking for a variance.

Ms. Klausman responded that the owner would rather keep the existing landscaping and request a variance.

Commissioner Malloy asked about the rezoning. What is the intent with respect to parcel 2? He did not feel that it would be appropriate to have a 60 foot tall hotel next to the Interstate. Ms. Klausman clarified that the intent is to construct parking on parcel 2 but that with the rezoning, the owner would be allowed to construct a 60 foot tall building.

Commissioner Malloy asked about the location of a screening fence adjacent to the interstate. Ms. Klausman noted that there is a decorative screening fence along Interstate 70 which already partially shields the mechanical building.

Commissioner Malloy asked about the parking lot landscaping and whether the landscape square footage measurement included the area between the existing sidewalk and the entrance drive. Ms. Klausman indicated that the code does not specify how parking lot landscaping is measured. Commissioner Malloy felt that supplementing landscaping along the entrance drive would help the visitor experience and that staff should consider including that in the parking lot landscape calculation.

Commissioner asked for clarification as to the height of the sign and access requirements of the Fire Department. Ms. Klausman noted that the proposed clearance was 15 feet, one inch.

Commissioner Dehm asked for clarification regarding the existing approval to pave parking and to install landscaping. Ms. Klausman responded that the owner had four years from the October 16, 2014 approval to pave the parking lot and to install the code-compliant landscaping, or from the date that the other parcels were developed, whichever came first.

Commissioner Dehm asked about the height of the hotel adjacent to the tram. Others in the audience clarified that the building height was about 60 feet.

Applicant Presentation:

Mogli Cooper, 109 Fox Prowl, Carbondale, owner Iron Mountain Hot Springs, requested that the Commission consider amending condition #1 Action item 4 to reflect a July deadline for planting shrubs. This would be consistent with the date for the major development amendment continuance.

Questions of the Applicant:

Commissioner Malloy asked about the intention of development on parcel 2. Ms. Cooper stated for now, the intention is to develop parking on this site. The main focus is development of the parcel adjacent to the river.

Commissioner Dehm asked whether the owners were planning on adding curb and gutter to the parking lot. From the audience Steve Beckley, owner Iron Mountain Hot Springs confirmed that it would have curb and gutter.

Commissioner Wussow asked for clarification regarding paving the parking lot. Jenn Ooton indicated that paving is included with the items that are set over until the July 2019 meeting.

Commissioner Dehm opened public hearing. Seeing no one from the public, the public hearing was closed.

MOTION:

Action 1: Major Development Permit Amendment, **Commissioner Malloy moved to continue the Major Development Permit Amendment to the regularly scheduled Planning and Zoning Commission meeting in July, 2019. Commissioner Wussow seconded the motion.**

**Motion carried unanimously.**

MOTION:

Action 2: Consideration of a rezoning of two parcels, **Commissioner Malloy moved to approve the rezoning of the two parcels in the application from M1 Mixed Use to RE resort with the findings 1 through 3 on page 10 of the staff report. Commissioner Wussow seconded the motion.**

Discussion:

Commissioner Wussow stated that this was a very intuitive request to change the designation to resort. This is most appropriate zone for the perceived use.

**Motion carried unanimously.**

MOTION:

Action 3: Consideration of a zoning variance to encroach into the five foot side yard setback, **Commissioner Malloy moved to approve the zoning variance to encroach three and one half feet into the required five foot side yard setback as shown in the application with findings 1 through 5 listed on page 10 and 11 of the staff report. Commissioner Schachter seconded the motion.**

Discussion:

Commissioner Schachter asked if it is necessary to state a specific 3.5 foot setback.

Ms. Klausman did not believe that it would be an issue as there are no fire code concerns. The Commission could allow for an approximate setback. Jenn Oton confirmed.

Anna Itenberg clarified another item: when approving the variances she recommend that the Commission not use the three findings in the staff report rather state that the request satisfies the variance criteria in the Code.

Commissioners Dehm and Wussow indicated that they favored an approximate setback if Commissioner Malloy wanted to amend his motion.

Commissioner Malloy was not inclined to change the motion regarding an approximate setback because he felt that a setback 1.5 feet to the property line is close enough. However, he would amend the motion to state that the findings are consistent with the variance criteria that is found in the Municipal Code.

Commissioner Schachter seconded the amended motion.

**Motion carried unanimously.**

**MOTION:**

Action 4: Consideration of a variance from the required parking lot landscaping, **Commissioner Malloy moved to approve a variance from the required 20 percent parking lot landscape requirement and from providing the required parking lot landscape islands with findings that are consistent with the variance criteria found in the Municipal Code and with staff's amendment to condition #1 provided in the staff handout and as represented in staff's powerpoint presentation and with a modification that the landscaping would be provided no later than the date of the Planning & Zoning Commission meeting July, 2019; and with a modification to the first condition regarding the location of the shrubs are subject to the approval of the Community Development Department. Commissioner Schachter seconded the motion.**

Discussion:

Commissioner Malloy- long range plans generally feel that the landscaping currently is minimal. Has no problem with the design of the parking lot and location of the trees. However, this is not a public ROW – will leave the quality of the experience to the owners. Believes that it could be enhanced through additional landscaping.

**Motion carried unanimously.**

**MOTION:**

Action 5: Consideration of a sign variance, **Commissioner Malloy moved to approve the sign variance to exceed the maximum square feet and height for a freestanding pole sign and for the single pole support with the findings that it is consistent with the criteria found in the Land Use Code and conditions 1 and 2 in the staff report on page 11. Commissioner Schachter seconded the motion.**

Discussion:

Commissioner Malloy asked about required minimum clearance to comply with the fire code. Jenn Ooton indicated that the Commission should consider adding a condition allowing the sign to be higher in the event that the increased height is required by the fire department. The Commission and staff discussed approving a height range.

Commissioner Malloy **amended the motion: the height variance for the sign will be one foot pending confirmation from the fire department that it is adequate for emergency service vehicle if not, the variance height would be allowed to increase by an amount necessary to accommodate the fire district standard.**

**Commissioner Schachter seconded the amended motion.**

**Motion carried unanimously.**

Commissioner Dehm called for a recess. 7:51PM





## Planning Commission Report

Date: October 23, 2018  
To: Planning and Zoning Commission  
From: Hannah Klausman, Planner II  
Subject: #16-18 – Rezoning from M1 to RE, sign variance, setback variance, landscaping variance and continuation request for a Major Development Amendment of a geothermal hot springs resort.

|                              |                                                                                                                                                                                                                                   |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>REQUEST</b>               | Rezoning two parcels From M1 to RE zone districts, as well as a request for a sign variance, a setback variance, and a landscaping variance. The applicant has requested a continuance for the Major development permit amendment |
| <b>APPLICANT</b>             | Iron Mountain Hot Springs LLC                                                                                                                                                                                                     |
| <b>OWNER</b>                 | Iron Mountain Hot Springs, LLC                                                                                                                                                                                                    |
| <b>LOCATION</b>              | 281 Centennial St                                                                                                                                                                                                                 |
| <b>ZONE</b>                  | RE-Resort District & M1-Mixed Use                                                                                                                                                                                                 |
| <b>SURROUNDING LAND USES</b> | North: Interstate & State Highway<br>South: Commercial/Office; outside storage (CDOT); city park<br>East: Interstate Highway; Commercial; Hotel<br>West: River; Commercial; Industrial & Railroad                                 |
| <b>LOT SIZE</b>              | 13.26 acres                                                                                                                                                                                                                       |

### NEW MUNICIPAL CODE

This application is being processed under the NEW Municipal Code.

### ACTION ITEMS

#### **Action 1 Major Development Permit Amendment:**

Request for a continuance of a Major Development Permit Amendment.

Staff Recommends **APPROVAL** of the continuance to the next regularly scheduled meeting on November 27th, 2018.

#### **Action 2 Rezoning:**

Consideration of rezoning two parcels from M1 Mixed Use to RE resort.

Staff Recommends **APPROVAL** with suggested findings on **page 10** of this report.

#### **Action 3 Variance:**

Consideration of a variance to encroach three and a half feet into the required five (5) foot side yard setback in the RE Resort zone district.

Staff Recommends **APPROVAL** with suggested findings on **page 10** of this report.

**Action 4 Variance:** Consideration of a variance from the required 20% parking lot landscape requirement and from providing required parking lot landscape islands.

Staff Recommends **APPROVAL** with suggested findings and conditions on **page 11** of this report.

**Action 5 Variance:**

Consideration of a variance to exceed the number of poles and height for a freestanding pole sign.

Staff Recommends **APPROVAL** with suggested findings and conditions on **page 11** of this report.

**Review Process**

In the case of Rezoning, the Planning and Zoning Commission is a recommending body with final approval by City Council. Variances are approved by Planning and Zoning Commission.

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**PROJECT SUMMARY**

**Background**

The applicant is seeking to rezone two of the three property parcels to match the RE- Resort zoning of the larger parcel. The three parcels collectively amount to 13.26 acres. In addition the applicant is seeking three variances for a setback, a new freestanding sign, and landscaping alteration.

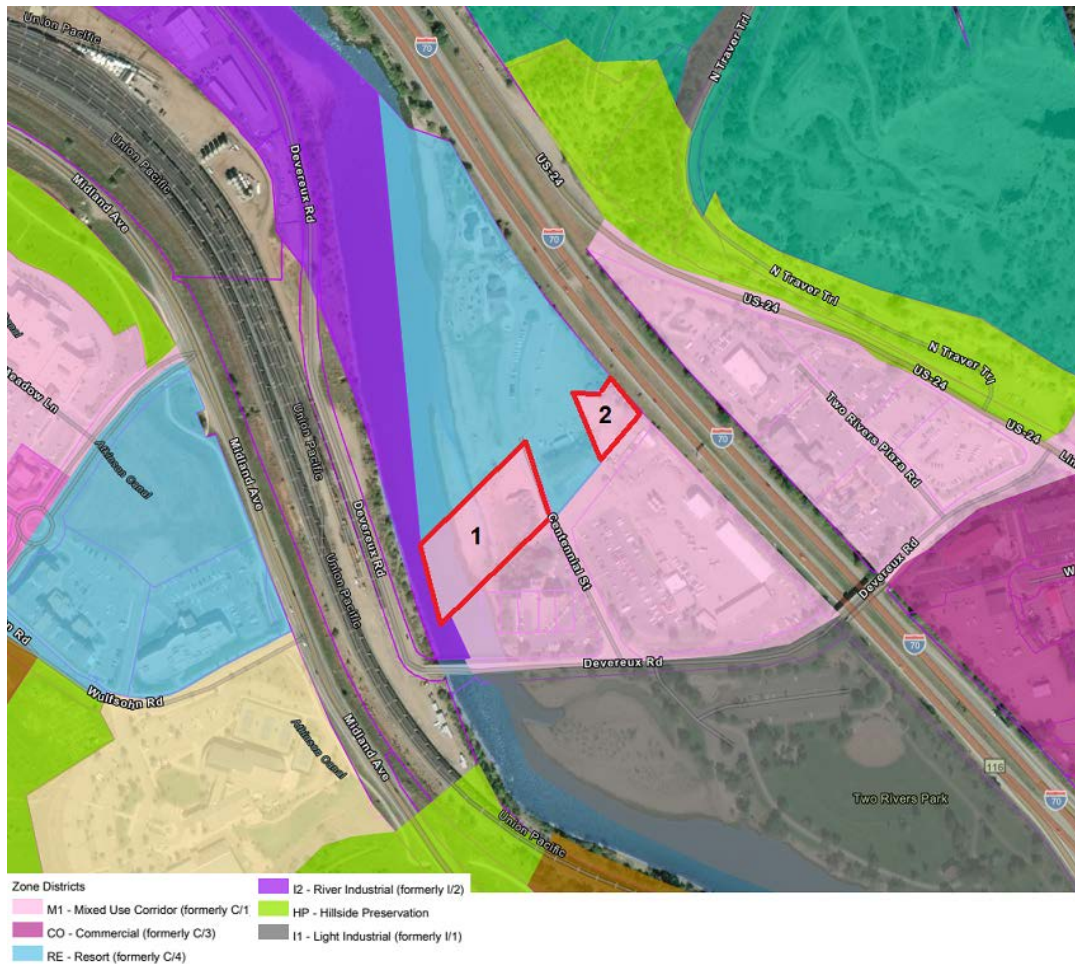
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**PROPOSED PROJECT**

**Rezoning**

The applicant has requested the rezoning of parcels 218509201002 (1) and 218509202001 (2) from the M1 Mixed use zone district to the RE Resort zone district. The purpose of such rezoning, as indicated in the applicants statement, is to unify the entire development under one zone.

See the image below identifying the two parcels outlined in red for rezoning with the adjacent zones. Parcel 1 is approximately one acre in size, and parcel 2 is approximately half an acre.



The major differences between the M1 and RE zones are captured in the table below. The cells shaded in yellow indicate where dimensional standard differences exist between the two zones. The major change would be an increased height allowance by right, and reduced landscaped area requirement.

| Dimensional Standards     |                           | M1      | RE      |
|---------------------------|---------------------------|---------|---------|
| <b>Front Yard Setback</b> |                           |         |         |
|                           | Front Min                 | 5 feet  | 5 feet  |
|                           | Front, Max (arterial)     | 60 feet | 60 feet |
|                           | Front, Max (other street) | 25 feet |         |
| <b>Side Yard Setback</b>  |                           | 5 feet  | 5 feet  |
| <b>Rear Yard Setback</b>  |                           |         | 10 feet |
|                           | Rear Alley Present        | 10ft    |         |
|                           | No Alley Present          | 7.5ft   |         |
| <b>Maximum Height</b>     |                           | 40 feet | 60 feet |
| <b>Landscaped Area</b>    |                           | 15%     | 10%     |

In reviewing a proposed rezoning, the Planning Commission shall consider the following rezoning approval criteria as set forth in Municipal Code section 070.060.040(a):

a) *The rezoning is consistent with the City's comprehensive plan and the purpose of this Code;*

- b) *The rezoning is consistent with the proposed purpose statement of the proposed zoning district;*
- c) *Substantial changes in the subject area warrant a zoning change; and/or*
- d) *The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.*

Staff Analysis:

The City's Comprehensive Plan identifies this area's future land use as Commercial, which is characterized by a wide range of general retail goods and services for both regional and local markets, in attached and freestanding structures. The applicant's proposed future development of a "Condotel" and associated uses with the Hot Springs is in line with the commercial designation of the Comp Plan.

The RE Resort Zone is defined in the Land Use Code as, *"intended to accommodate high-intensity commercial development with flexibility in terms of allowable uses and dimensional standards to accommodate for primary and accessory resort development uses. The RE district is intended to apply to properties that are relatively isolated from adjacent properties due to physical and/or natural features."*

The intensity of development in the new zone does allow for a greater building height of 60 feet over the existing allowance in the M1 zone of 40 feet. Staff does not believe that this height intensity will adversely impact surrounding properties. Building plans show that the River District Building at 201 Centennial, directly south of the subject property is a four (4) story, fifty-six (56) foot tall building. The Colorado Department of Transportation property is the only other building in the area. It is two stories with some taller outbuildings used for storage. The property is located at a lower elevation than surrounding areas and therefore does not pose any significant view shed interruptions.

Staff supports the rezoning request with the following findings:

- 1) The rezoning is consistent with the Comprehensive Plans commercial designation.
- 2) The rezoning is consistent with the RE Resort district's purpose statement.
- 3) The intensity of the new zoning district is not expected to create significantly adverse impacts to surrounding properties as it is in line with existing uses and building mass.

**Variances**

The applicant has requested three variances each of which are addressed in the application and supplemental submission. Below is an analysis of the requested variances, followed by a discussion and staff analysis.

In reviewing a variance application, the Planning Commission shall find that all of the following exist:

- i. The subject property has an exceptional shape, topography, building configuration or other exceptional site condition that is not a general condition throughout the zone district;
- ii. The strict application of the Code standards for which a variance is sought would produce undue hardship;
- iii. The applicant did not create the hardship by his/her own actions;
- iv. The variance requested does not harm the public and does not impair the intent or purposes of this Code, goals, and policies, including the specific regulation for which the variance is sought;
- v. The variance request demonstrates exceptional hardship not related to purposes of convenience or financial burden;
- vi. The variance request will not violate building or fire code requirements; and



- vii. The variance is the minimum variance that will afford relief of the subject standards of the Code.

Variance Summary Table

| Item | Description                                                                                                 | Code Section   | Proposal                                                                                      | Staff Recommendation    |
|------|-------------------------------------------------------------------------------------------------------------|----------------|-----------------------------------------------------------------------------------------------|-------------------------|
| 1    | Requirement of a five (5) foot side yard setback in the RE Resort zone district.                            | 070.020.130    | Shed roof encroaching 3.6 feet into setback. 1.4 feet allowed between roof and property line. | APPROVE                 |
| 2    | Requirement to provide parking lot landscape islands every 8 parking spaces and provide 20% landscape area. | 070.040.060(h) | 25 trees in lateral planting beds                                                             | APPROVE with conditions |
| 3    | Requirement restricting height and number of poles for a freestanding sign.                                 | 070.040.110    | A twenty-one (21) foot tall, two pole arched sign.                                            | APPROVE with conditions |

**Variance 1: Side Yard Setback for Shed Roof**

The applicant is requesting a side yard setback variance to allow a shed roof to extend approximately 3.6 feet into the 5 foot required side yard setback. This will leave approximately 1.4 feet between the roof overhang and the property line (see Exhibit I of the application materials). The shed roof is intended to cover existing mechanical, tanks, filtration and water treatment equipment. The applicant further explains the dimensions of the shed roof on page 15 of the application materials.

Staff Analysis

The subject property does have the unique characteristic of having a side yard setback along Interstate 70. Setbacks are designed to ensure separation of buildings for building and fire codes in addition to preserving comfortable neighborhoods that aren't crowded together. In this instance, I70 does not accommodate structures and does not have the same implications as a smaller side yard setback would in a residential or commercial use area.

In addition the roof does not propose a visual impairment to I70 traffic so there is not perceived negative impact to the public. In fact, the roof will provide visual relief from the mechanical equipment from properties located on the hillside that may currently be able to see the mechanical area.

The inability to cover and protect the existing mechanical equipment will be detrimental to the operations of the hot springs facility, a hardship beyond convenience or financial burden. The roof is approximately 14 feet in height and extends out from the existing mechanical building approximately twenty (20) feet, the minimum necessary to fully cover and protect the mechanical equipment. The structure will be subject to all other regulations of the Municipal Code and Building Code for design and structure and the applicant will be required to submit a building permit application for review prior to any construction.

In summary, Staff supports the APPROVAL of a side yard setback variance with the following findings:

1. The subject property has an exceptional site condition that is not a general condition throughout the zone district;
2. The variance requested does not harm the public and does not impair the intent or purposes of this Code, goals, and policies, including the specific regulation for which the variance is sought;
3. The variance request demonstrates exceptional hardship not related to purposes of convenience or financial burden;
4. The variance request will not violate building or fire code requirements; and
5. The variance is the minimum variance that will afford relief of the subject standards of the Code.

## **Variance 2: Parking Lot Island Landscaping**

IMHS installed landscaping in 2015 IMHS including the planting of twenty-five 3 inch caliper mature trees located in two, long parking lot islands separating four rows of parking.

Per Municipal Code Section 070.040.060(h)(6) the parking lot landscape requirements are as follows for lots with more than 20 spaces (Table 040.10 of the Municipal Code is included as an Exhibit A to this report:

- One island per eight parking spaces, minimum nine feet wide
- For Double Loaded Parking, each island must have two deciduous tree and five low lying plants
- No more than 50% of any island shall be nonliving ground cover
- Islands shall be raised and contained by a six inch curb.
- 50% of parking rows shall terminate in an island of 180 square feet minimum.

Per the conditions of the 2014 Major Development Permit, IMHS was allowed to defer the installation of parking lot landscaping until the development of parcels 1,2,or 3, or four years from the date of approval. The parcels mentioned are as yet undeveloped, and four years from approval was October 16<sup>th</sup>, 2018. The applicant is seeking a variance to current landscape requirements to remedy this deadline.

As such, the current parking lot is unpaved and therefore not striped. Using aerial images as well site visit counts, staff has determined that approximately 132 spaces exist on site. Please see aerial image below taken from Google maps.



With the existing parking configuration and spaces, a total of five double loaded landscape islands and one single loaded island would be required. This would result in eleven required trees and thirty (30) bushes per current code. The existing landscaping consists of twenty-five (25) trees and zero (0) bushes located in the landscaped strips.

In addition the required parking lot landscape square footage is 20% of the parking lot area. The existing landscaped area falls short of this threshold by 5%. The applicant illustrates this shortfall in Exhibit Q of their narrative.

#### Staff Analysis

Staff agrees with the applicant narrative that the existing landscaping does exceed the requirements in regards to number of trees required and that current landscaping does serve the intent of the landscaped islands to break up the bulk of the parking lot. In addition, the long landscaped island rows do provide a visual breakup of the parking lot as well as a tree canopy for shade and aesthetic. However, while the applicant has exceeded the number of trees, the complete lack of providing bushes should be remedied by adding some additional landscaping to the provided area.

Staff believes that providing the 25 trees, and 30 bushes within the area the applicant is currently providing, would address any negative impact of the 5% landscape area shortfall and lack of landscape islands.

In summary, Staff supports APPROVAL of the landscape variance with the following findings and conditions:

**Suggested Findings:**

1. The variance requested does not harm the public and does not impair the intent or purposes of this Code, goals, and policies, including the specific regulation for which the variance is sought;
2. The variance request will not violate building or fire code requirements; and
3. The variance is the minimum variance that will afford relief of the subject standards of the Code.

**Suggested Conditions:**

1. Applicant shall add the required number of thirty bushes to the existing planting islands.
2. This variance does not apply to the future development of overflow parking lots or expansion of any surface parking on this or adjacent parcel. Future parking lots will be required to meet landscape standards at that time or apply for a separate variance.

**Variance 3: Maximum height and number of poles for a Freestanding Sign**

The applicant is proposing a freestanding arched sign locating the entrance to the Hot Springs grounds on the southeast corner of the property where it intersects with Centennial Street. The property is located in the Hwy 6 Sign District.

The applicant narrative identifies the sign type as “Directional” however Staff feels that the proposed sign is characterized as a Freestanding Pole Sign. The applicant agreed to this change in categorization.

Pole signs are defined as: A freestanding sign erected on a frame, mast, or pole that is affixed to the ground and not attached to any building.

Section 070.040.110 outlines standards for freestanding and pole signs as:

**(3) Freestanding Signs**

*a. Freestanding Signs, Generally*

*Freestanding signs, except portable signs, are allowed as indicated in Table 040.13:*

*Summary of Permanent Sign Standards. Freestanding signs shall comply with the following additional standards:*

- 1. Shall be designed to be consistent and compatible with the building to which the signs are attached, including proportional scale and compatible design, materials, and color.*
- 2. Shall be placed within a landscaped area equal in size to the area of the sign face or shall be located within an improved area clearly oriented toward pedestrians such as a seating, dining, or landscaped entry area.*

*d. Pole Signs*

- 1. Pole signs are allowed as indicated in Table 040.13: Summary of Permanent Sign Standards. Sign copy on a pole sign shall be contained within a single border; except that one accessory reader board within a sign border may be separate provided the reader board contains less than 50 percent of the allowable sign area. The bottom of the sign area shall be no less than eight feet above the average elevation of the ground, except within the sight triangle.*



- 2. Pole signs shall incorporate a single pole as support.*
- 3. Pole signs shall be placed within a landscaped area equal in size to the area of the sign face or, with the approval of the Director, shall be located within an improved area clearly oriented toward pedestrians such as a seating, dining, or landscaped entry area. For purposes of this subsection only, landscaped area shall mean an area designed, constructed, and maintained to include natural materials such as live plant materials and wood, stone, or earth.*

Freestanding signs within the Hwy 6 Sign District are allowed 200 square feet of sign area and a maximum height of 20 feet. One freestanding pole sign per street frontage per property is allowed. The proposed sign is forty (40) square feet and twenty-one (21) feet tall. The additional one foot in height requires a variance, as does the two pole design.

#### Staff Analysis

The subject property has a unique access characteristic in that it is set back from major roadways with the actual buildings set even farther back on the property away from the entrance. The sign location and design help to identify the entrance to the Hot Springs parking lot over those of the adjacent CDOT and Colorado River District building.

The strict application of the code would result in a mono- pole sign set off to the side of the entry, which may not be as helpful or aesthetically pleasing to residents and visitors. The style and design of the sign platform matches the style and architecture of the main buildings. The sign is on private property and does not span a public right of way.

Water Department Staff has identified that the structural footers for the proposed entrance sign are located immediately adjacent to a future proposed lift station site. City staff is concerned that the installation of the footers may complicate (or prohibit) future lift station installation activities and/or any necessary piping realignments. Staff suggests relocating the sign farther away from proposed lift station site and/or completing design of the lift station relocation project prior to installation of the sign.

In summary, staff supports APPROVAL of the variance with the following findings and conditions:  
Suggested Findings:

1. The subject property has an exceptional shape, topography, building configuration or other exceptional site condition that is not a general condition throughout the zone district;
2. The strict application of the Code standards for which a variance is sought would produce undue hardship;
3. The variance requested does not harm the public and does not impair the intent or purposes of this Code, goals, and policies, including the specific regulation for which the variance is sought;
4. The variance request will not violate building or fire code requirements; and
5. The variance is the minimum variance that will afford relief of the subject standards of the Code.

#### Suggested Conditions:

1. Applicant shall submit the necessary sign permit application prior to any sign construction or excavation.
2. Applicant shall adjust sign footer locations per determination from the Public Works Director to avoid future access conflicts for utility maintenance.

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## REVIEWING AGENCY COMMENTS

Attached for your review are comments received from City Departments and Reviewing Agencies. Exhibit B. Comments requiring specific action or plan revisions have been incorporated in the suggested conditions. The Engineering and Water Departments included comments as well as CDOT and Two Rivers Park Plaza Condominium Association. The primary issues include sign location, and future development proposals that are not a part of this application. Comments are attached as Exhibit D

Be aware that there are comments relating to the Major Development Permit. Requests relating to the Major Development Permit are continued. There is a staff note on comments that relate to these items that are being continued to the next regularly scheduled meeting and not discussed at this time.

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## ACTION ITEMS & STAFF RECOMMENDATIONS

This project requires that the Planning and Zoning Commission consider a Major Development Permit Amendment Continuance, a Rezoning, and three (3) variances, for the hot springs resort.

### MAJOR DEVELOPMENT PERMIT AMENDMENT

**Action 1:** Request for a continuance of a Major Development Permit Amendment.

Staff Recommends **APPROVAL** of the continuance to the next regularly scheduled meeting on November 27th, 2018.

### REZONING

**Action 2:** Consideration of Rezoning two parcels from M1 Mixed Use Zone to RE Resort Zone.

*Staff recommends **approval** with the following findings:*

#### **Suggested findings:**

- 1) The rezoning is consistent with the Comprehensive Plan's commercial designation.
- 2) The rezoning is consistent with the RE Resort district's purpose statement.
- 3) The intensity of the new zoning district is not expected to create significantly adverse impacts to surrounding properties as it is in line with existing uses and building mass.

### VARIANCES

The Commission may take one of the following actions on each of the requested variances:

1. Approve the variance with the finding that it meets the variance criteria;
2. Deny the variance with the finding that it does not meet the variance criteria; or
3. Continue the hearing with a request for specific additional information.

**Action 3 Variance:** Zoning variance to encroach three and a half feet into the required five (5) foot side yard setback in the RE Resort zone district.

*Staff recommends **approval** with the following findings:*

#### **Suggested Findings:**

1. The subject property has an exceptional site condition that is not a general condition throughout the zone district;
2. The variance requested does not harm the public and does not impair the intent or purposes of this Code, goals, and policies, including the specific regulation for which the variance is sought;
3. The variance request demonstrates exceptional hardship not related to purposes of convenience or financial burden;
4. The variance request will not violate building or fire code requirements; and
5. The variance is the minimum variance that will afford relief of the subject standards of the Code.

**Action 4 Variance:** Variance from the required 20% parking lot landscape requirement and from providing required parking lot landscape islands.

*Staff recommends **approval** with the following suggested findings and conditions:*

**Suggested Findings:**

1. The variance requested does not harm the public and does not impair the intent or purposes of this Code, goals, and policies, including the specific regulation for which the variance is sought;
2. The variance request will not violate building or fire code requirements; and
3. The variance is the minimum variance that will afford relief of the subject standards of the Code.

**Suggested Conditions:**

1. Applicant shall add the required number of thirty bushes to the existing planting areas within the parking lot no later than June 1, 2019.
2. This variance does not apply to the future expansion or development of overflow parking lots. Future parking lots will be required to meet landscape standards at that time.

**Action 5 Variance:** Sign variance to exceed the maximum square feet and height for a freestanding pole sign.

*Staff recommends **approval** with the following suggested findings and conditions:*

**Suggested Findings:**

1. The subject property has an exceptional shape, topography, building configuration or other exceptional site condition that is not a general condition throughout the zone district;
2. The strict application of the Code standards for which a variance is sought would produce undue hardship;
3. The variance requested does not harm the public and does not impair the intent or purposes of this Code, goals, and policies, including the specific regulation for which the variance is sought;
4. The variance request will not violate building or fire code requirements; and
5. The variance is the minimum variance that will afford relief of the subject standards of the Code.

**Suggested Conditions:**

1. Applicant shall submit the necessary sign permit application prior to any sign construction or excavation.
2. Applicant shall adjust sign footer locations per determination from the Public Works Director to avoid future access conflicts for utility maintenance.

| Table 040.10: Parking Area Landscaping Requirements     |                                                                                                 |                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------|-------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                         | Minimum Amount<br>(Lots with fewer<br>than 20 spaces)                                           | Minimum Amount<br>(Lots with 20 or<br>more spaces)                                                                                                             | Other Standards                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Total Parking Area Designated for Landscaping</b>    | 10 percent of total surface parking area                                                        | 20 percent of total surface parking area                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Interior Parking Area Designated for Landscaping</b> | 10 square feet per parking space                                                                |                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Landscaped Islands</b>                               | <b>Single-loaded parking:</b><br>One island per eight parking spaces;<br>minimum nine feet wide |                                                                                                                                                                | <b>(a)</b> for each island or peninsula, one deciduous tree and five low-lying plants;<br><b>(b)</b> no more than 50 percent of any island shall be nonliving ground cover;<br><b>(c)</b> landscaped islands shall be raised and contained within masonry, concrete, or other nonporous curb that is a minimum of six inches in height.                                                                                              |
|                                                         | <b>Double-loaded parking:</b><br>One island per eight parking spaces;<br>Minimum nine feet wide |                                                                                                                                                                | <b>(a)</b> for each island or peninsula, two deciduous trees and five low-lying plants;<br><b>(b)</b> no more than 50 percent of any island shall be nonliving ground cover;<br><b>(c)</b> landscaped islands shall be raised and contained within masonry, concrete, or other nonporous curb that is a minimum of six inches in height, unless a bioswale or other green infrastructure technique is approved by the City Engineer. |
| <b>Terminus Islands</b>                                 | Not required                                                                                    | <b>Single-loaded parking:</b><br>50 percent of parking blocks, rows, or groups shall terminate in an island; each island shall be a minimum of 90 square feet  | <b>(a)</b> terminus islands shall be distributed across parking areas to the extent practicable;<br><b>(b)</b> landscaped islands shall be raised and contained within masonry, concrete, or other nonporous curb that is a minimum of six inches in height.                                                                                                                                                                         |
|                                                         |                                                                                                 | <b>Double-loaded parking:</b><br>50 percent of parking blocks, rows, or groups shall terminate in an island; each island shall be a minimum of 180 square feet |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Planting Materials</b>                               | Trees, shrubs, ground cover, xeriscaping                                                        |                                                                                                                                                                | Except for islands, nonliving ground cover shall not exceed 50 percent of the required landscaping area and shall be enclosed with a containment system to prevent spillage.                                                                                                                                                                                                                                                         |
| <b>Planting Strip</b>                                   | Pursuant to 070.040.060(h)(6)c.3, <i>Screening Parking Areas and Drive Aisle</i>                |                                                                                                                                                                | Additional parking area screening shall be provided pursuant to 070.040.060(h)(6)c.3, <i>Screening Parking Areas and Drive Aisle</i>                                                                                                                                                                                                                                                                                                 |





# CITY OF GLENWOOD SPRINGS

## *Engineering Department*

**Engineering  
Department**

**Josh Blythe  
Asst. City  
Engineer**

**Date: August 28, 2018**

**To: Hannah Klausman, Planner II**

**Re: Iron Mountain Hot Springs**

Please see the following comments from Engineering for the Major Development Permit Amendment, Rezoning, and Variances.

1. Please move the proposed entry sign outside of the 10' utility easement.
  - a. The City would like the proposed sign moved further to the west in order to prevent future utility conflicts in the 10' utility easement.

## **Water/Wastewater (W/WW) Department Comments**

**Planning Item:** 12-18, Major Development Permit Amendment, Rezoning and Variances

**Applicant:** Iron Mountain Hot Springs

**Owner:** Iron Mountain Hot Springs LLC

**Location:** 281 Centennial Street

**Zone:** RE Resort and M1 Mixed Use Corridor

**Parcel:** 218509200031, 218509201002, 218509202001

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The following are W/WW Department comments based on a review of the application package dated 08/22/2018 and the department planning meeting held on 08/27/2018.

### **Project Understanding**

- This application includes several miscellaneous design/setback variances and a rezoning request. Major items include:
  - Tower/sign relocation (on the north side of the property near I-70)
  - Entrance sign installation (at the parking lot entrance)
  - Installation of additional pools and a pump building with deck
  - Rezoning of two lots from C-1 to RE Resort District

### **W/WW Department Comments**

- Existing water and sewer services are not expected to be affected by this project. If this plan changes please contact the Water/Wastewater Department to discuss additional requirements and/or fees.
- The City owns and operates a sewer lift station located within parcel No. 218509201002 identified as "Subject Parcel 3" on Exhibit D of the application. Although not part of this application, we understand that the applicant/owner would like for the lift station to be relocated to the City's right-of-way (slightly to the north and east of its current location). The applicant/owner has offered to partially fund the lift station design and relocation. W/WW staff has several comments pertaining to the possible re-location of the lift station:
  - It is unclear at this time whether the proposed site shown in the application package will be large enough and/or technically feasible to accommodate the relocated lift station. An engineering study is recommended to determine project feasibility. Please contact the City to coordinate the design efforts.
  - The structural footers for the proposed entrance sign are located immediately adjacent to the proposed lift station site. City staff is concerned that the

installation of the footers may complicate (or prohibit) future lift station installation activities and/or any necessary piping realignments. We suggest relocating the sign further away from proposed lift station site and/or completing design of the lift station relocation project prior to installation of the sign.

**W/WW Department Contact Information:**

- o Horacio Diaz – 379-1974 (Sewer Services & Taps)
- o Mike Hoffman – 989-3902 (Water Services & Taps, Cross Connections, Water Meter Inspections)
- o Brad Zachman – 384-6388 (General Information)
- o Utility Billing – 384-6400 (Account setup; Water Meter Purchase)



COLORADO

Department of Transportation

Region 3

Glenwood Springs Residency  
202 Centennial Street  
Glenwood Springs, CO 81601

DATE: 9/20/2018

TO: Hannah Klausman

FROM: Roland Wagner, CDOT Program Engineer  
Andrew Knapp, CDOT Glenwood Springs Resident Engineer

SUBJECT: Proposed Iron Mountain Hot Springs Zoning Change

**Note from Staff:**

Most of these comments are in reference to the Major Development Amendment Item that is being Continued, and not discussed this evening 10/23/2018.

Dear Ms. Klausman,

CDOT has had a chance to review the Iron Mountain Hot Springs re-zoning application and while we are supportive of the development proposal, we have concerns with respect to the existing and projected parking, pedestrian movements, and traffic safety associated with the Iron Mountain Hot Springs and overflow parking for the Tram/Adventure Park.

The Iron Mountain Hot Springs currently generates pedestrian traffic from visitors staying in Downtown area hotels to the Hot Springs. The lack of crosswalks and lighting in the vicinity of Devereux Rd. and Centennial St. has created unsafe situations. Currently many pedestrians walk along the North side of Centennial Street instead of on the sidewalk, likely because of the lack of a defined crosswalk across Devereux Road. When this occurs at night with the absence of street lighting it creates an unsafe situation for all parties involved. Additionally, many of these same pedestrians use the Devereux Rd vehicle bridge (that has narrow shoulders and low bridge rail) instead of the pedestrian bridge due to the lack of sidewalk connectivity, causing similar issues.

To help address these concerns due to the pedestrian traffic generated by Iron Mountain Hot Springs, CDOT would like to see defined sidewalks, defined crosswalks, and appropriate pedestrian lighting along and across Devereux Rd and Centennial Street.

There is a proposed shuttle stop depicted in the Iron Mountain Hot Springs Exhibit C adjacent to the unimproved segment of Centennial St. CDOT has concerns that operating the shuttle along this unimproved segment of Centennial St. will lead to increased dust generation negatively impacting air quality and increased conflicts at the intersection of Centennial St. and the Iron Mountain Hot Springs Access where there is currently and awkward temporary 2 or 3 way stop

Recently we have seen the CDOT parking lot used for Iron Hot Springs and Glenwood Caverns overflow parking, including a shuttle that took customers to and from the CDOT parking lot. We do not condone this use of CDOT property and we are concerned that with the addition of a formal shuttle system the problem will get worse. It would be beneficial to define the boundaries of the Iron Hot Springs resort, and in particular the resort and overflow parking areas.

The intersection of Centennial St. and the Iron Mountain Hot Springs access is a current safety concern that we anticipate to get worse with additional traffic to the property. Customers of Iron Mountain Hot Springs regularly run the stop sign as they leave the hot springs property. Multiple close calls between cyclists or vehicles and drivers who run this stop sign have been experienced by CDOT personnel. This is also a safety issue for Colorado State Patrolmen responding to emergencies from the shared CDOT/CSP office.





To address the concerns at the intersection CDOT would like to see, at a minimum, the addition of permanent stop signs with supplemental flags where the current temporary stop signs are located. Additional improvements may be required in the future. A roundabout may be a good solution, but would need to be designed to accommodate heavy trucks as the CDOT Maintenance Yard regularly has low-boys and CMV's pulling multiple tanks of diesel and mag chloride for storage in CDOT tanks.

As part of the rezoning application, the city sewage pump station is shown to be relocated to a semicircular portion of city ROW adjacent to Centennial St. This area is known to have active hot water seeps and is also identified as a location for a future roundabout.

A few years back, the City did a feasibility study evaluating a bridge connection from Devereux Road to Midland Avenue, with the bridge going over the Colorado River and railroad tracks, sidings and yard. The City may want to consider this proposed bridge during any development or zoning approval processes.

In conclusion, a Master Plan for the build out of the Iron Hot Springs property would be beneficial to holistically evaluate and mitigate impacts associated with development. It would also be beneficial to holistically evaluate the pedestrian and bike connectivity to and from the Iron Mountain Hot Springs, and improve the connectivity with a focus on safety. Finally, based on the current Iron Mountain Hot Springs proposal, the City should seriously consider building out the Centennial Street system in this area with defined streets, curb and gutter, sidewalks, and multi-use trail connectivity.

We appreciate your consideration of our concerns. Please do not hesitate to contact us for further discussion. CDOT would be happy to meet with the developers, City staff and the P&Z commission to discuss further.

Sincerely,  
Roland Wagner, P.E.  
Andrew Knapp, P.E.



**Two Rivers Park Plaza Condominium Association  
201 Centennial St  
Glenwood Springs, CO 81602**

September 20, 2018

Planning & Zoning Commission  
City of Glenwood Springs  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

**Note from Staff:**

Most of these comments are in reference to the Major Development Amendment Item that is being Continued, and not discussed this evening.

RE: Iron Mountain Hot Springs Development Application

To the Members of the Planning & Zoning Commission;

The Two River Park Plaza Condominium Association (“TRPP”) located at 201 Centennial Street wishes to provide comments for your consideration regarding the Iron Mountain Hot Springs’ Application for Amendments to existing Development Agreement, Rezoning and Variances dated August 22, 2018 (“Application”).

Centennial Street Improvements

TRPP has major concerns regarding Centennial Street’s current condition and design. The entrance to Centennial Street is very wide and then narrows at the intersection of the CDOT parking lot which creates unsafe traffic flow. The pavement is also in poor condition and in need of repair. The condition has deteriorated with the additional traffic created by the Iron Mountain Hot Springs. Additionally, the street was not completed as platted which can be seen in Exhibit B of the Approved Development Agreement (Exhibit A to the Application). Centennial Street needs to be redone to adequately accommodate the increased traffic related to the Iron Mountain Hot Springs development as reflected in the Approved Development Agreement.

As identified on page 7 of the Application under Section 3.7 and on Exhibit C, Iron Mountain Hot Springs is proposing to develop additional overflow parking lots which we believe will be without physical access unless additional improvements are made to Centennial Street. We would request that the improvements include full development of Centennial Street including curb, gutter and sidewalks which will ensure public safety for both vehicular and pedestrian traffic. While we recognize that there is a parking issue at the Glenwood Caverns, we request that Centennial Street and surrounding properties not be negatively impacted by this issue and request that the Applicant minimize those impacts and at a minimum improve the infrastructure.

Pedestrian safety

In addition to the improvements to Centennial Street, TRPP has significant concerns about pedestrian safety. Since the development of the hot springs we have witnessed confused pedestrians walking across the Devereux Bridge over the interstate as well as the river and frequently see pedestrians walking down the middle of Centennial Street. This increase in pedestrian traffic is directly related to the Iron Mountain Hot Springs development. Accordingly, we believe that improvements to pedestrian access along Centennial Street, across Devereux Road from Two River Park and along Devereux Road are necessary now and will become more important as the next phase of the Iron Mountain Hot Springs development moves forward.

TRPP would also request that a crosswalk and appropriate, lighted signage should be restored, installed and maintained across Centennial Street to the CDOT parking lot.

#### Vehicular Safety and Permanent Signage

TRPP believes that there should be measures implemented to help control traffic speed on Centennial Street, perhaps through a raised crosswalk or speed humps. TRPP also requests that permanent traffic control signs be installed and enforced. The temporary stop sign currently in use is frequently not adhered to and create safety issues.

#### Parking Concerns

The TRPP has a 99-year lease for the parking lot across Centennial Street from the building. The lease was originally executed in 1975 between Redstone Corporation and CDOT and has since been assigned to the current owners. Under the lease, TRPP has access to and full maintenance responsibilities for the parking lot. TRPP is concerned that overflow parking from the Applicant will interfere with our contractual rights to that parking lot as well as the parking lot adjacent to our building.

#### Proposed Relocation of the Lift Station

In Exhibit C, Iron Mountain Hot Springs is proposing that the City's lift station be relocated into the platted right-of-way for the Centennial Street roundabout, which we believe may be problematic. Relocation of the lift station, as proposed by the Applicant, may preclude the future development of a roundabout that may be a viable solution for that intersection.

#### Impact to Neighborhood

In response to the statement on page 14 of the Application which says "*The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties of the neighborhood,*" we respectfully disagree.

The TRPP has already experienced adverse impacts related to the development due to increased vehicular and pedestrian traffic. There have been Recreation Vehicles and Campers that utilize our parking lot and have attempted to also tie into our utilities. There has been increased pedestrian traffic and our property has been negatively impacted by people picnicking on our property, entering our building to use the restroom facilities, and walking their dogs. The increased vehicular traffic makes it dangerous to cross the street to our parking lot as well as when exiting our parking lot. Vehicles travel at excessive speeds while entering and exiting the Iron Mountain Hot Springs property and also quite regularly do not adhere to the stop signs.

#### Conclusion

In conclusion, we believe that the improvement and completion of the Centennial Street infrastructure as platted as well as pedestrian improvements should be a condition of approval of the Application. Now is the time to make commitments to these improvements instead of pushing them further down the road.

While we fully support the ability of the Applicant to develop their property and contribute to the benefit and attraction of Glenwood Springs, we request that the Applicant does so responsibly to mitigate the negative impacts that the additional development of the property brings.

Thank you for considering the comments of the Two Rivers Park Plaza Condominium Association. Please contact Audrey Turner if you have any questions at [aturner@crwcd.org](mailto:aturner@crwcd.org) or (970) 945-8522.

Sincerely,

Members of the Two Rivers Park Plaza Condo Association Board

Audrey Turner

John Neil

Steve Carver

Lynn Kleager

Duane Antes

Greg Keller





**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**November 15, 2018**

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agenda Item:</b>          | Ordinance No. 28, Series of 2018: Ordinance Vacating Portions of 1st and Maple Streets, Planning Item #27-17                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Action Requested:</b>     | <b><u>Action 1 – Street Vacation</u></b> – Adoption of an ordinance vacating portions of the 1st and Maple Streets rights-of-way.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Department:</b>           | Economic and Community Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Presented By:</b>         | Trent Hyatt, Senior Planner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Background Info:</b>      | <p>On April 5, 2018, City Council voted to approve a request from Carol and David Hauter for the vacation of portions of the 1st Street and Maple Street rights-of-way subject to the following conditions:</p> <ol style="list-style-type: none"><li>1. The applicants grant an access and utility easement to the City with a reasonable width as determined by City staff; and</li><li>2. The applicants grant a conservation easement to the City in a form to be approved by City Council.</li></ol> <p>Following said meeting on April 5th, City staff met with the applicants to determine the appropriate width and location of the aforementioned access and utility easement. Staff and the applicants determined that a 20 foot wide easement would suffice and agreed to the locations thereof. The applicant has since provided staff a draft access/utility easement, a revised road vacation exhibit, and revised conservation easement. Therefore, the applicant has met the conditions outlined by City Council in the original approval and the associated documents are ready for approval by City Council and execution by all parties.</p> |
| <b>Issues:</b>               | All issues/conditions have been addressed by the applicants.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Staff Recommendation:</b> | Staff recommends City Council adopt the ordinance vacating the 1st and Maple Streets rights-of-way. A draft motion is attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

## **City Council Suggested Motion**

**Planning Item #27-17:** Consideration of a request to vacate portions of the 1<sup>st</sup> and Maple Streets rights-of-way

**Action 1 – Street Vacation** – Adoption of an ordinance vacating portions of the 1st and Maple Streets rights-of-way.

**Motion to Approve:**

I move to adopt Ordinance No. 20, Series of 2018 in accordance with City Council's April 4<sup>th</sup>, 2018 approval of the associated road vacation request.

## **ORDINANCE NO. 28**

Series of 2018

### **AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, VACATING PORTIONS OF THE 1<sup>ST</sup> AND MAPLE STREETS RIGHTS OF WAY**

**WHEREAS**, pursuant to C.R.S. § 43-2-303, the City of Glenwood Springs (the “City”) has the authority to vacate any roadway within its jurisdiction by ordinance; and

**WHEREAS**, the City has received an application to vacate those portions of the 1<sup>st</sup> and Maple Streets rights of way as more particularly described and depicted on the Street Vacation map attached as Exhibit A and incorporated herein by reference (the “Rights of Way”); and

**WHEREAS**, the application has been found to be legally sufficient for consideration and action by the Glenwood Springs City Council pursuant to the Municipal Code and Colorado statute; and

**WHEREAS**, Glenwood Springs City Council considered the application at a duly noticed public hearing and found that the application complies with C.R.S. § 43-2-301 through 303 and City policies and standards; and

**WHEREAS**, the Rights of Way lie entirely within the corporate limits of the City; and

**WHEREAS**, no portion of the Rights of Way comprises a boundary line between two counties or between the City and another municipality; and

**WHEREAS**, no portion of the Rights of Way is being used by the City as a public street or for any other public purpose; and

**WHEREAS**, no parcel of land lying adjacent to the Rights of Way will be rendered without established, public means of ingress and egress as a result of such vacation; and

**WHEREAS**, following its consideration of the application, City Council approved the application subject to the following conditions: (1) applicant will grant the City an access and utility easement over the vacated rights of way with a reasonable width as determined by City staff, and (2) applicant will grant the City a conservation easement of Block 67 of the Original Townsite in a form approved by City Council; and

**WHEREAS**, applicant has submitted a Deed of Conservation Easement in Gross in the form attached hereto as Exhibit B to satisfy the conditions of approval described above.

**NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, THAT:**

**Section 1.** The foregoing recitals are hereby fully incorporated herein.

**Section 2.** City Council hereby approves the form of the Deed of Conservation Easement in Gross attached as Exhibit A and finds that the form satisfies the conditions of approval of the application.

**Section 3.** City Council hereby vacates the Rights of Way.

**Section 4.** Upon the effective date of this Ordinance, title to the vacated Rights of Way shall vest in the adjacent property owners pursuant to C.R.S. § 43-2-302(1)(c).

**Section 5.** This Ordinance shall only become effective upon the execution of the Deed of Conservation Easement in Gross attached as Exhibit A by the City and applicants David and Carol Hauter. City Council hereby authorizes the Mayor to sign and accept the Deed of Conservation Easement in Gross on behalf of the City.

**Section 6.** If any section, subsection, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

INTRODUCED, READ ON FIRST READING, PASSED, AND ORDERED  
PUBLISHED BY TITLE ONLY THIS 15<sup>TH</sup> DAY OF NOVEMBER 2018.

CITY OF GLENWOOD SPRINGS, COLORADO

---

Michael Gamba, Mayor

ATTEST:

---

Catherine Mythen Fletcher, City Clerk



INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY  
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND  
PUBLICATION THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2018.

CITY OF GLENWOOD SPRINGS, COLORADO

---

Michael Gamba, Mayor

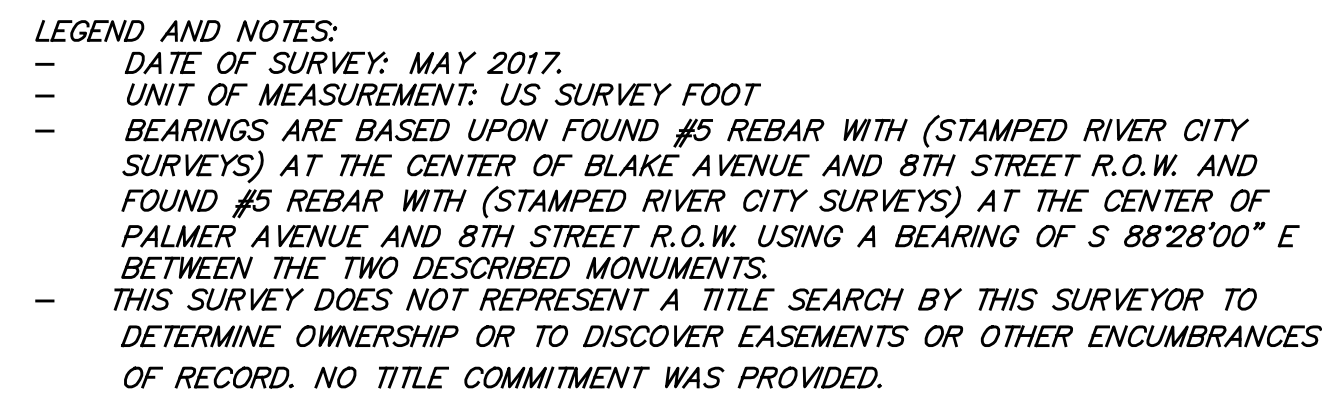
ATTEST:

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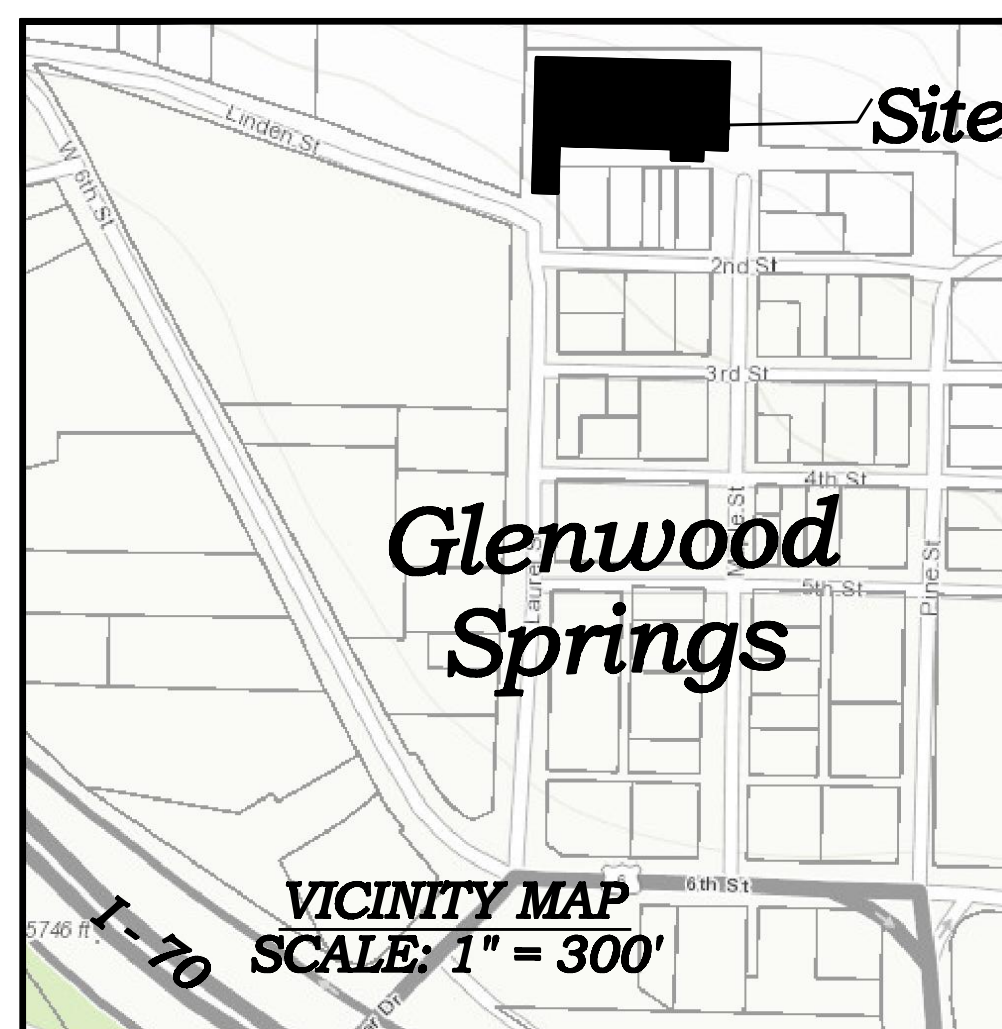
Catherine Mythen Fletcher, City Clerk

*A parcel of land situated in the Northwest 1/4 of the  
Northeast 1/4 of Section 9, Township 6 South, Range 89 West of the  
6th Principal Meridian, portions of First Street and Maple Street,  
and Utility and Private Access Easement  
in the City of Glenwood Springs,  
County of Garfield, State of Colorado  
Page 1 of 3*

Beginning at a point whence the Easterly Right of way of Laurel Street and the centerline of said vacated First Street bears N 88°28'00" W, a distance of 262.50 feet; thence N 01°32'00" E depart said centerline along the centerline of vacated Maple Street a distance of 137.50 feet to the point terminus, containing 2,785.97 Sq Ft..



JEFFREY ALLEN TUTTLE, L.S.33638 DATE



**TUTTLE SURVEYING SERVICES**

*Street Vacation Map Exhibit  
portions of  
Vacated First Street and Maple Street*

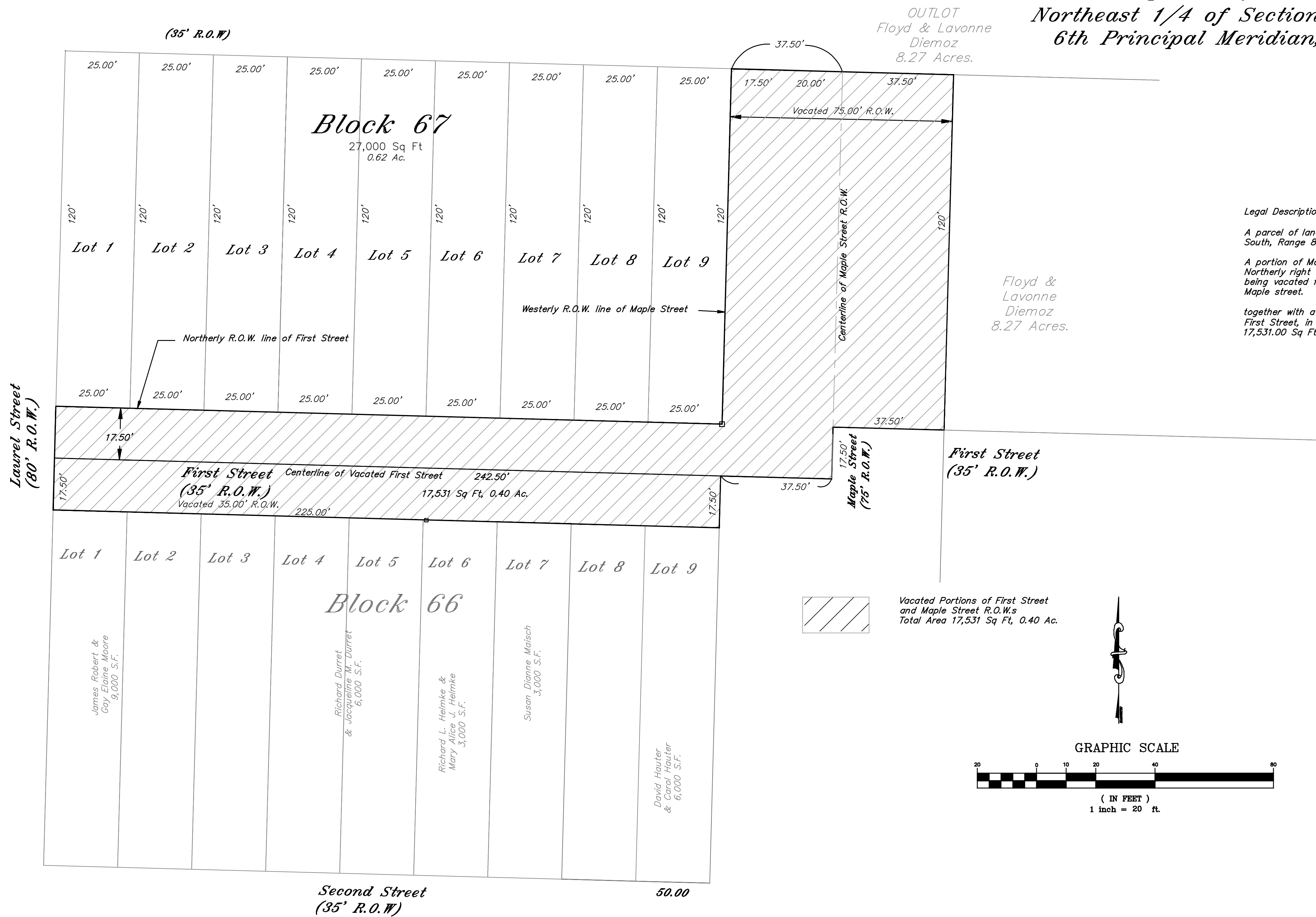
Drawn by: DMC  
Date: 10/16/2018  
Z: \2018\GLENWOOD  
SPRINGS\MAPLE  
ANDFIRST\MAPLE  
STREETMAPVACAEASE.DWG

1  
OF 3



STREET VACATION MAP EXHIBIT

A parcel of land situated in the Northwest 1/4 of the Northeast 1/4 of Section 6, Township 6 South, Range 89 West of the 6th Principal Meridian, Portions of First Street and Maple Street, Page 2 of 3



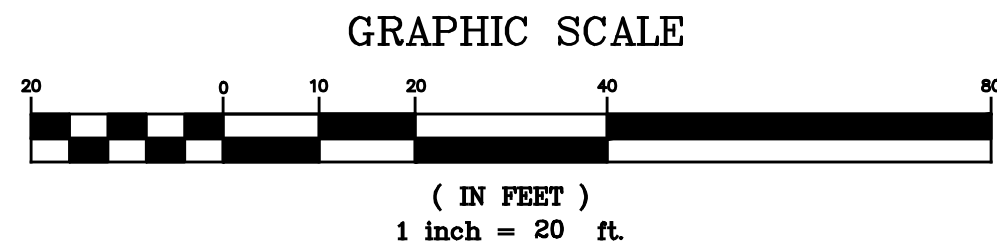
Legal Description of Street Vacation:

A parcel of land located in the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 6 South, Range 89 West of the 6th Principal Meridian being more particularly described as follows:

A portion of Maple Street having a 75.00 foot wide right of way, being vacated North of the Northerly right of way line of First Street and First Street having 35.00 foot wide right of way being vacated from the Easterly right of way of Laurel street to the Westerly right of way of Maple street.

together with a parcel of land being the Westerly 1/2 of Maple Street and the Northerly 1/2 of First Street, in the City of Glenwood Springs, Garfield County, State of Colorado, containing 17,531.00 Sq Ft,

Vacated Portions of First Street and Maple Street R.O.W.s  
Total Area 17,531 Sq Ft, 0.40 Ac.



Notice:  
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

**TUTTLE SURVEYING SERVICES**  
923 Cooper Avenue  
Glenwood Springs, Colorado 81601  
(970) 928-9708 (FAX 947-9007)  
Email- [jeff@tss-us.com](mailto:jeff@tss-us.com)



Street Vacation Map Exhibit

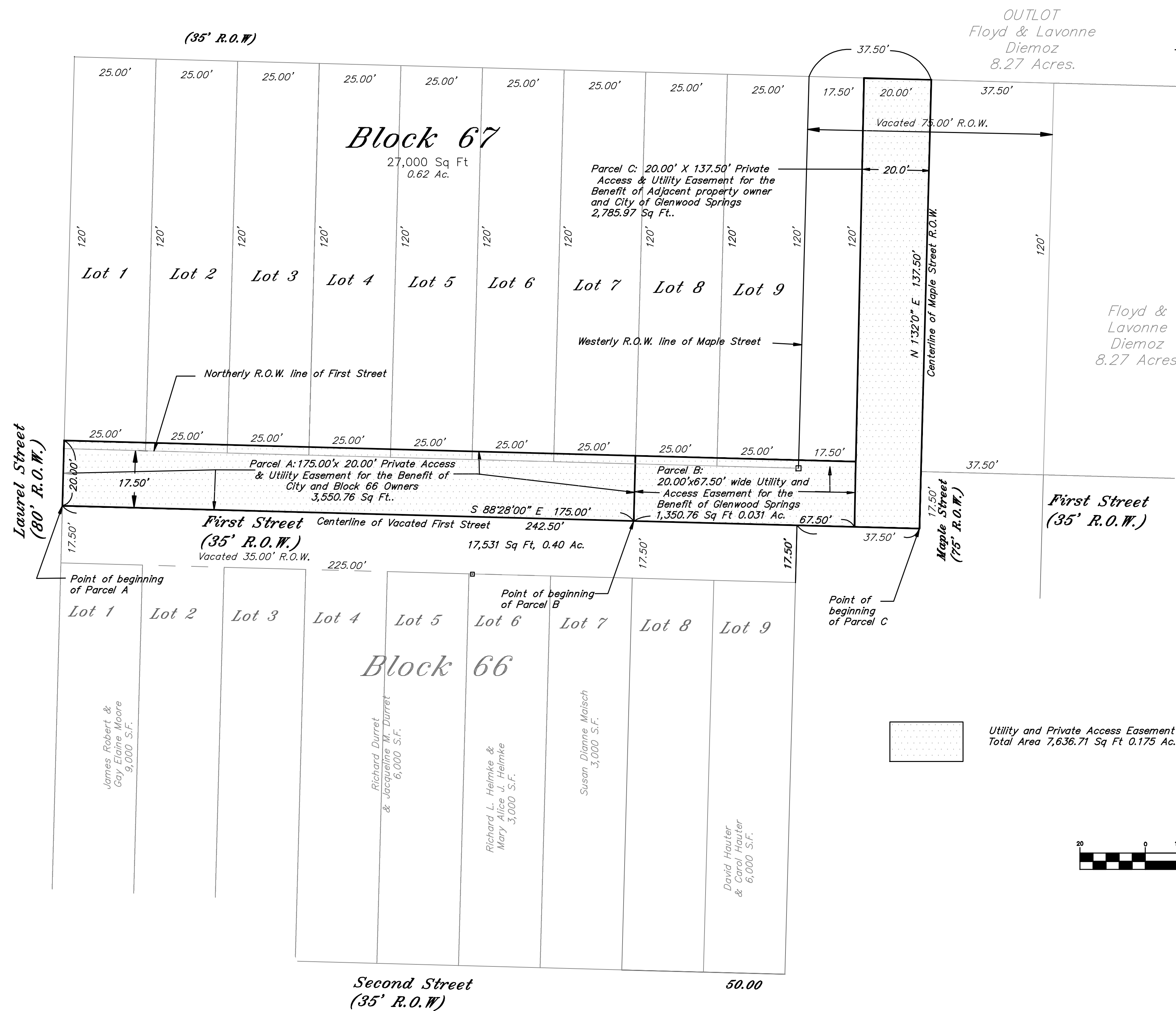
Street Vacation Map Exhibit  
portions of  
Vacated First Street and Maple Street

Drawn by: DMC  
Date: 10/16/2018  
Z: \\2018\\GLENWOOD SPRINGS\\MAPLE ANDFIRST\\MAPLE STREET\\MAPVACAEASE.DWG



STREET VACATION MAP EXHIBIT

A parcel of land situated in the Northwest 1/4 of the  
Northeast 1/4 of Section 6, Township 6 South, Range 89 West of the  
6th Principal Meridian, Utility and Private Access Easement  
Page 3 of 3



Legal Description Parcel A - A 20.00 foot wide Private Access and Utility Easement for the Benefit of City of Glenwood Springs and Block 66 Owners:

A 20.00 wide strip of land within vacated First Street and Block 67 lying 20.00 feet Northerly of the centerline of said vacated First Street in the City of Glenwood Springs, in the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 6 South, Range 89 West of the 6th Principal Meridian being more particularly described as follows:

Beginning at a point on the Easterly Right of way of Laurel Street and the centerline of said vacated First Street; thence S 88°28'00" E, a distance of 175.00 feet to the point of terminus, containing 3,550.76 Sq Ft..

Legal Description Parcel B - A 20.00 feet wide Utility and Access Easement for the Benefit of the City of Glenwood Springs:

A 20.00 wide strip of land being within vacated First Street and Block 67 lying 20.00 feet North of the centerline of said vacated First Street and a portion within the Westerly 20.00 feet of vacated Maple Street in the City of Glenwood Springs, in the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 6 South, Range 89 West being more particularly described as follows:

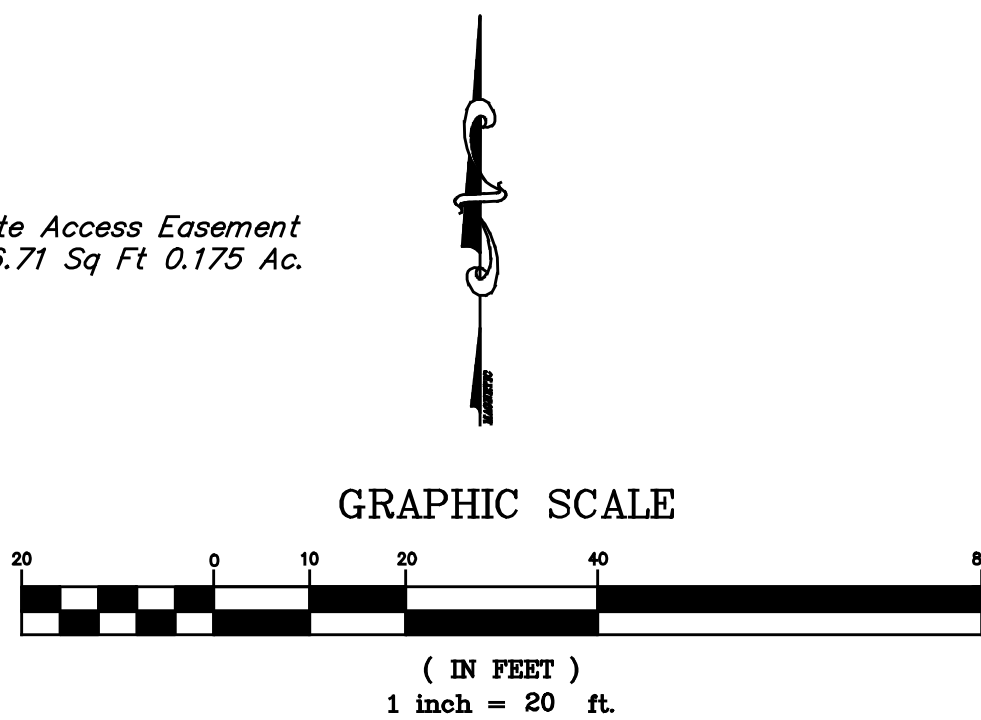
Beginning at a point whence the Easterly Right of way of Laurel Street and the centerline of said vacated First Street; thence S 88°28'00" E, a distance of 175.00 feet; thence S 88°28'00" E continuing along said centerline, a distance of 67.50 feet to the point of terminus, containing 1,350.76 Sq Ft.

Legal Description Parcel C - 20.00 feet wide Private Access and Utility Easement for the Benefit of Adjacent property owners and the City of Glenwood Springs:

A 20.00 wide strip of land within the vacated Maple Street lying 20.00 feet Westerly of the centerline of said vacated Maple Street in the City of Glenwood Springs, in the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 6 South, Range 89 West of the 6th Principal Meridian being more particularly described as follows:

Beginning at a point whence the Easterly Right of way of Laurel Street and the centerline of said vacated First Street bears N 88°28'00" W, a distance of 262.50 feet; thence N 01°32'0" E departing said centerline along the centerline of vacated Maple Street a distance of 137.50 feet to the point of terminus, containing 2,785.97 Sq Ft..

Utility and Private Access Easement  
Total Area 7,636.71 Sq Ft 0.175 Ac.



Notice:  
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

TUTTLE SURVEYING SERVICES  
923 Cooper Avenue  
Glenwood Springs, Colorado 81601  
(970) 928-9708 (FAX 947-9007)  
Email- jeff@tss-us.com



Street Vacation Map Exhibit

Street Vacation Map Exhibit  
portions of  
Vacated First Street and Maple Street

Drawn by: DMC  
Date: 10/16/2018  
Z: \2018\GLENWOOD  
SPRINGS\MAPLE  
ANDFIRST\MAPLE  
STREETMAPVACAEASE.DWG

3  
OF 3



## DEED OF CONSERVATION EASEMENT IN GROSS

This Conservation Easement (hereafter referred to as the “Conservation Easement” or “Easement”) is made and entered into as of the 29<sup>th</sup> Day of August 2018, between:

**David Hauter and Carol Hauter**

(hereafter referred to as “Grantors”), whose legal address is 101 Maple Street, Glenwood Springs, CO 81601, and

**The City of Glenwood Springs, Colorado**

(hereafter referred to as “Grantee”), a Colorado home rule municipality, whose legal address is: 101 West 8th Street, Glenwood Springs, CO 81601.

### I. RECITALS

A. Grantors are residents of the State of Colorado and are the sole owners in fee simple of that certain real property consisting of Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 67, and Lots 8 and 9, Block 66, City of Glenwood Springs together with all interest in vacated adjacent rights of way, located in Garfield County, Colorado (“Property”). The Property and existing structures are depicted on **Exhibit A**;

B. The Property possesses certain conservation values, including important wildlife habitat for ecologically important species such as mule deer, bighorn sheep, black bear, turkey, native migratory birds, as well as scenic and view corridor values; together, these attributes are referred to as the “Conservation Values;”

C. The Colorado Wildlife and Parks and Outdoor Recreation statutes, Colorado Revised Statutes § 33-1-101, *et seq.*, provide that “it is the policy of the State of Colorado that the wildlife and their environment and the natural, scenic, scientific, and outdoor recreation areas of this state are to be protected, enhanced and managed for the use, benefit and enjoyment of the people of this state and visitors to this state;”

D. The City of Glenwood Springs Comprehensive Plan, Chapter 9, adopts a policy that the “City should protect and enhance the visual quality of scenic vistas, rivers, steep hillsides, and ridges;”

E. The City's Municipal Code, Section 070.040.030, adopts the goals and policies of, "protecting view sheds and ridge lines critical to the Glenwood Springs town character and protecting and conserving the significant natural resources of the town;"

F. The State of Colorado has recognized the importance of private efforts to preserve land in natural, scenic or open condition, for wildlife habitat and for the protection of open land having wholesome environmental quality, by the enactment of Colorado Revised Statutes § 38-30.5-101, *et seq.*, thereby providing for the implementation of conservation easements in gross;

G. Grantee has determined that its acceptance of a Conservation Easement on the Property will enhance the long-term scenic, wildlife, open space and view corridor values of the Property, all to the benefit of its residents;

H. Grantors and Grantee desire to ensure that as outlined in the purposes of this Easement as stated below, the scenic, wildlife, open space and view corridor characteristics of the Property will be protected for the benefit of future generations, and desire to do this by entering into this Conservation Easement pursuant to the provisions of Colorado Revised Statutes Section 38-30.5-101, *et seq.*;

I. Grantors intend to encumber a portion of the Property with this Conservation Easement, which portion is depicted on **Exhibit A** as the "Conservation Easement Area," for the exclusive purpose of protecting the Conservation Values above stated pursuant to the terms and conditions herein contained;

J. Grantors also intend to preserve existing access for ingress, egress, and underground utility purposes to adjacent landowners, as well as the City of Glenwood Springs, but not for public use.

## II. AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein the parties hereto agree as follows:

### 1. GRANTEE'S REPRESENTATION.

Grantee represents that it is a Colorado home rule municipality operating and existing under duly adopted city charter.

## 2. GRANT OF CONSERVATION EASEMENT.

Grantors hereby voluntarily grant and convey to Grantee, and Grantee voluntarily accepts, an irrevocable, nonexclusive, and perpetual easement over that portion of the Property depicted on **Exhibit A** as the Conservation Easement Area, for the specific conservation purposes defined herein ("Conservation Easement"). The Conservation Easement shall burden the Property in perpetuity as defined by Colorado Revised Statutes Section 38-30.5-101, *et seq.*, and shall be an easement in gross benefitting Grantee and its permitted assignees as defined herein.

It is the purpose of this Conservation Easement to: a) preserve wildlife habitat areas located on the Property and allow for their enhancement; b) prevent any use of the Property that would significantly impair or interfere with its current or potential wildlife habitat; and c) conserve and protect the Property's scenic, wildlife and open space resources, and rural character, insofar as they do not conflict with the preservation of the wildlife areas, as referenced in the recitals above.

Grantors and Grantee share the common desire to conserve these resources by the conveyance of this Conservation Easement, in order to prevent the use or development of the portion of the Property encumbered by this Conservation Easement for any purpose or in any manner which would conflict with the conservation of the Conservation Values.

## 3. GRANT OF ACCESS AND UTILITY EASEMENT TO ADJACENT LANDOWNERS AND CITY.

Grantors also hereby grant and convey to the City of Glenwood Springs, Colorado, an irrevocable, nonexclusive, and perpetual easement over those portions of the Property depicted on Exhibit A as ~~the~~ "Parcel A: 175.00' x 20'.00'" Private Access & Utility Easement for the Benefit of City and Block 66 Owners" (the "First Street Easement"), ~~the~~ "Parcel B: 20.00' x 67.50'" wide Utility and Access Easement for the Benefit of Glenwood Springs" ("City Utility Easement"), and also the portion described as ~~the~~ "Parcel C: 20.00' x 137.50' x 20'.0'" Private Access & Utility Easement for the Benefit of Adjacent Property Owner and City of Glenwood Springs" (the "Maple Street Easement") (together the "Access Easements") for purposes of installation, operation, maintenance and repair of utilities, as well as vehicular and pedestrian residential ingress and egress between the adjacent public street and Lots 1–9, Block 66, City of Glenwood Springs and the real property described in that certain Deed recorded December 14, 1971 as Reception No. 251982 ("Diemoz Property"). Only owners of Lots 1–9, Block 66 shall be entitled to utilize the First Street Easement and such access shall be from Laurel Street and not traverse Lots 8 and 9, Block 66. Further, such access shall be via an unimproved access road within the Maple Street Easement which shall be maintained by such lot owners pro rata in a condition which allows such lot owners to access the rear portion of said lots with vehicles, but shall not be upgraded or paved. Only the owner of the

Diemoz Property shall be entitled to utilize the Maple Street Easement. The City of Glenwood Springs, and its employees and agents may utilize the Access Easements for pedestrian and vehicular access, as well as underground utility installation, operation, maintenance and repair. There shall be no public access across the Access Easements, nor shall public access ever be permitted.

#### **4. DEFINITIONS.**

As used in this Conservation Easement, the terms "Grantors" or "owner" include the original Grantors, their heirs, successors and assigns, all future owners of any legal or equitable interest in all or any portion of the Property, and any party entitled to the possession or use of all or any part thereof; and the term "Grantee" includes the original Grantee and its successors and assigns. The term "sound agricultural practices" is defined as those practices necessary for agricultural production, and the preparation and marketing of agricultural commodities, provided such practices are legal, necessary, do not cause bodily harm or property damage off the Property, represent good resource management and stewardship of the land for the present and future generations, and achieve the intended results in a reasonable and supportable way.

#### **5. RESERVED RIGHTS.**

Subject to the restrictions and covenants set forth in this Conservation Easement, Grantors reserve for themselves and their successors in interest with respect to the Property, all rights with respect to the Property except as provided herein, including, without limitation, the right of exclusive use, possession and enjoyment of the Property, and the right to sell, transfer, lease, mortgage or otherwise encumber the Property, as well as the right to exclude any member of the public from trespassing on the Property. Nothing contained herein shall be construed as a grant to the general public of any right to enter upon any part of the Property.

#### **6. CONSISTENT USES.**

The Conservation Easement Area may only be used for uses which are consistent with the purposes of this Conservation Easement as permitted herein ("Consistent Uses"). Uses that are inconsistent with the purposes of this Conservation Easement are prohibited within the Conservation Easement Area, and are set forth in Section 7 below. The following, although not an exhaustive recital of Consistent Uses, are uses specifically determined to be consistent with the terms of this Conservation Easement.

6.1 Consistent Uses: The following activities and uses are consistent uses of the Property, to the extent indicated, provided that they will not adversely affect the viability of the wildlife habitat of the Conservation Easement Area. The types of activities that would



adversely affect the viability of the wildlife habitat of the Conservation Easement Area include, but are not limited to, removing or covering prime or unique soils, or soils of statewide or local interest with buildings or other improvements, severance of water rights, failing to control noxious weeds, construction of residential or industrial structures (except as hereinbelow allowed) and the severance of water rights.

6.1.1. Single Family Residence/Accessory Dwelling Unit. The prohibitions of this Conservation Easement do not apply to the portion of the Property outside the Conservation Easement Area, being generally Lots 8 and 9, Block 66, City of Glenwood Springs, together with adjacent vacated rights of way ("Unencumbered Area"). Grantors may utilize the Unencumbered Area for any lawful use consistent with the City's zoning regulations, including its current use as a single-family residence in its current location or as modified, or an accessory dwelling unit as permitted by the City's Land Use Code. Notwithstanding the foregoing, no residential or other structures shall be permitted within the Conservation Easement Area.

6.1.2. Fences. Grantors may maintain, repair, remove, and replace existing fences, and new anywhere on the Property for any purpose, provided that no fence shall be of a type of construction that would exclude wildlife from all or part of the Property.

6.1.3. Recreational Uses. Grantors may utilize the Conservation Easement Area for recreational uses, such as hiking and biking, so long as such trails do not materially impact the viability of the wildlife habitat within the Conservation Easement Area.

## **7. RESTRICTED USES.**

The restrictions imposed upon the Conservation Easement Area are as follows:

7.1. Use and Building Prohibitions. No residential, commercial, industrial or mining activities shall be permitted, and no building, improvement, associated or accessory facility or improvement shall be constructed, created, installed, erected or moved onto the Conservation Easement Area, except as expressly permitted by this Conservation Easement.

7.2. Improvement Restrictions (Impervious Surfaces, Utilities, Roads). No portion of the Conservation Easement Area shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material.

7.3. Waste Management. The dumping, burial, application, injection, or accumulation of waste on the Property is prohibited.

7.4. Chemicals. All pesticides, herbicides, fertilizers, or other chemical treatment of the Property shall be used in accordance with applicable laws and with sound agricultural practices.

7.5. Mining Prohibitions. There shall be no excavation, removal of topsoil, sand, gravel, rocks or minerals, in any manner, except as may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Conservation Easement. No sale of surface or subsurface minerals or mineral rights, including gravel, sand, rock or topsoil from the Property, is permitted. No quarrying, mining or drilling activities are permitted on or under the Property. This shall not prevent the installation of utilities as reasonably necessary to serve the buildings permitted herein, or leasing of mineral rights so long as there is no surface occupancy associated with the same.

7.6. Commercial or Recreational Activities. All commercial and/or public recreational activities are prohibited except those with a *de minimus* impact on the Conservation Values. The term “de minimus” shall have the meaning as set forth in § 2031(c) of the United States Internal Revenue Code and any Treasury Regulations adopted pursuant thereto.

7.7. Merger; Subdivision. It is the Grantor’s intent that the entire Property be merged legally into a single parcel of real estate, and that no part of the Property may be divided, partitioned, or otherwise converted or conveyed into separate parcels. This restriction shall not preclude lot line adjustments that do not create residential building lots.

## 8. **ADDITIONAL COVENANTS AND PROVISIONS.**

8.1. Extinguishment of Development Rights. Except as specifically reserved to Grantors in this Conservation Easement (including, without limitation, the right to subdivide and to construct certain additional improvements heretofore set forth in Section 6 and 7), Grantors grant to Grantee all development rights which are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that subject to such reservations, such development rights are terminated and extinguished by this Conservation Easement, and may not be used or transferred to any portion of the Property as it is now or hereafter may be described, or to any other property, whether adjacent or otherwise.

8.2. Enforcement. Grantee may enforce this Conservation Easement at law or in equity, against any or all of the owners of the Property or any part thereof. If there is a violation, or threatened violation, of this Conservation Easement, Grantee shall provide written notification to Grantors, who shall, in the case of an existing violation, promptly cure the violation by (a) ceasing the same, and (b) restoring the Property to the condition before such violation; or, in the case of a threatened violation, refrain from the activity that would result in the violation. If a violation continues for more than fifteen (15) days after written

notice is given without Grantors taking steps to cure the same, or at any time if the violation or a threatened violation threatens immediate and irreparable harm to the Conservation Values of the Property that this Conservation Easement is intended to protect, Grantee may seek immediate injunctive relief and may also pursue all available legal remedies. If a violation has occurred, the Grantors shall reimburse Grantee for all expenses, including, but not limited to, reasonable attorneys' fees, incurred in enforcing this Conservation Easement and curing the violation. Failure to enforce any restriction or covenant herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to one occurring prior or subsequent thereto.

8.3. Amendment. This Conservation Easement may be amended only in very limited circumstances, and only upon the following conditions:

(a) No amendment will be granted unless the Grantee determines that such amendment will enhance, or at a minimum, it will not adversely affect in any way the wildlife habitat, scenic, and other protective goals of this Conservation Easement and is otherwise consistent with the overall purposes and intent of this Easement; and

(b) Any amendment of this Easement shall be at the discretion of the Grantee and shall comply with Section 170(h) of the Internal Revenue Code. If the amendment is requested by Grantors, Grantors shall reimburse the Grantee for all expenses, including for example, staff time, reasonable attorneys' fees, and recording costs incurred in preparing and executing the amendment.

8.4. Notice and Approval Requests/Responses, in Writing. Any written notice or approval request required or desired to be given under this Conservation Easement by Grantors, and any subsequent response from Grantee, shall be in writing and shall be deemed given when received, or three (3) days after mailing by certified mail, or by FedEx or a similar public or private courier service which provides receipt of delivery, properly addressed as follows: (a) if to Grantee, at address set forth above; (b) if to Grantors, at the address set forth above; (c) if to any subsequent owner, at the address of the Property. Any party can change the address to which notices are to be sent to him, her or it by giving notice pursuant to this paragraph.

8.5. Encumbrance by Conservation Easement. Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, shall be subject to this Conservation Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This {conveyance, lease, mortgage, easement, etc.} is subject to a Conservation Easement which runs with the land and which was granted to the City of Glenwood Springs, Colorado by instrument dated \_\_\_\_\_, and recorded in the office of the Clerk and Recorder of Garfield County at Reception No. \_\_\_\_\_." The failure to include such

language in any deed or instrument shall not, however, affect the validity or applicability of this Conservation Easement to the Property.

8.6. Taxes and Assessments. Grantors shall pay all taxes, levies, and assessments and other governmental or municipal charges, which may become a lien on the Property, including any taxes or levies imposed to make those payments. If Grantors fail to make such payments, Grantee is authorized to make such payments (but shall have no obligation to do so) upon prior notice to Grantors, according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy thereof. The payment, if made by Grantee, shall become a lien on the Property of the same priority as the item if not paid would have become, and shall bear interest until paid by Grantors at two percentage points over the prime rate interest from time to time.

8.7. Severability. Invalidation of any provision of this Conservation Easement by court judgment, order, statute or otherwise shall not affect any other provisions, which shall be and remain in full force and effect.

8.8. Binding Effect. The provisions of this Conservation Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantors and all future owners and any party entitled to possess or use the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred, cease being Grantors or owners with respect to such Property for purposes of *this* Conservation Easement and shall, with respect to the Property transferred, have no further responsibility or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property; but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of his or her ownership of the Property.

8.9. Liability; Indemnification; Insurance.

8.11.A. Grantee has no obligations whatsoever, express or implied, relating to the use, maintenance or operation of the Property.

8.11.B. Grantors agree to indemnify and hold Grantee, its employees, board, volunteers, and agents harmless from any and all costs, claims or liability, including, but not limited to, reasonable attorney's fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claim thereof, unless due solely to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly.

8.11.C. Grantors further agree to indemnify and hold Grantee harmless from and against any and all claims, costs, expenses (including all reasonable attorney's



fees), fines, penalties, assessments, citations, personal injury or death, arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Property.

8.11.D. Grantee shall have no liability to Grantors for Grantee's acts, taken in good faith, in connection with the administration of this Conservation Easement, except to the extent that Grantee's or Grantee's agents' negligent, reckless or intentional conduct causes personal injury or property damage.

8.10. Acts Beyond Grantors' Control. This Conservation Easement shall not be construed to entitle Grantee to bring any legal action against Grantors for any injury to or change in the Property resulting from natural events beyond the control of the Grantors. Such natural events include fire, flood, storm, earthquake, tornado, landslide or Acts of God, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. This paragraph shall not be construed to relieve the Grantors of the obligation to clean up garbage or materials dumped on the Property by third parties or to otherwise maintain the Property in a condition consistent with the purposes of this Easement.

8.11. Further Acts. Each party shall perform any further acts and execute and deliver any documents, including amendments to this Conservation Easement, which may be reasonably necessary to effectuate the provisions and purposes of this Conservation Easement or which are necessary to qualify this instrument as a Conservation Easement under Section 38-30.5-101, *et seq.*, Colorado Revised Statutes 1973, as amended.

8.12. No forfeiture. Nothing herein contained will result in a forfeiture of Grantors' title in any respect.

8.13. Controlling Law. The laws of the State of Colorado shall govern the interpretation and performance of this Conservation Easement.

8.14. Attorneys' Fees. All references to attorneys' fees, as noted throughout this Conservation Easement, shall include disbursements, costs, witness fees, and all other expenses incurred in connection with legal representations.

8.15. Local, State and Federal Laws in Effect. The Property remains subject to all applicable local, state and federal laws and regulations.

8.16. Grantors' Title Covenant and Warranty; Environmental Warranty.

8.18.1. Grantors warrant that Grantors have good and sufficient title to the Property and hereby promises to defend the same against all claims from persons claiming by, through or under Grantors.

8.18.2. Grantors warrant that Grantors have no actual knowledge of a release or threatened release of hazardous or toxic substances, materials or waste on the Property. Without limiting the foregoing or the indemnity contained in Section 8 above, nothing in this Conservation Easement shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability to exercise physical or managerial control over the day-to-day operations of the Property; or to otherwise become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

8.18.3. Grantors represent and warrant that Grantors have not: (i) entered into a lease or granted an easement on any portion of the Property, except for the Access Easements described herein; (ii) leased or granted any rights to use of the Property to any party; or (iii) made any agreement with respect to the Property; any of which would be contrary to the purposes of this Conservation Easement.

8.17. No Merger. Unless the parties expressly state that they intend a merger of estates or interest to occur, then no merger shall be deemed to have occurred hereunder or under any document executed in the future affecting this Conservation Easement.

8.18. Waiver of Certain Defenses. Grantors waive any defense of laches, waiver, estoppel or prescription.

8.19. Joint Obligation. The obligations imposed by this Easement upon Grantors shall be joint and several.

8.20. Counterparts. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

## 9. **QUALIFIED CONSERVATION COVENANTS.**

9.1. Assignment and Continuity. Grantee may only assign or transfer this Conservation Easement to an assignee that (a) is a Qualified Organization as defined in Section 170(h) of the Internal Revenue Code and which (b) agrees to continue to carry out the conservation purposes of this Conservation Easement as defined under Section 170(h) and the regulations thereunder. No assignment shall be made without specific notice of assignment intent provided to Grantors. No assignment shall be made which adversely

affects the status of the transactions herein contemplated under Section 170(h) of the Internal Revenue Code. Any assignee must be an entity able to enforce this Conservation Easement, having purposes similar to those of Grantee that encompass those of this Conservation Easement.

9.2. Notice. Grantors agree to give Grantee written notice before exercising any reserved right, the exercise of which may have an adverse impact on the conservation interests of this Conservation Easement. Grantors may lease the Property without providing advance notice to Grantee. If Grantors lease or transfer the Property, Grantors shall provide Grantee a signed acknowledgment from any lessee/transferee indicating the lessee/transferee will abide by and be bound to this Conservation Easement. Notwithstanding the foregoing, the failure to give notice of any conveyance, lease, or transfer shall not invalidate the transaction involved. Any notice required or desired to be given under this Conservation Easement shall be in writing and shall be deemed given when received or three (3) days after mailing by certified mail, by public or private delivery service which provides receipt of delivery, properly addressed as follows: (a) if to Grantee, at the address set forth above; (b) if to Grantors, at the address set forth above; or (c) if to any subsequent owner, at the address of the Property. Any party can change the address to which notices are to be sent to him, her, or it by duly giving notice pursuant to this paragraph.

9.3. Inspection. Grantee or its designees may enter the Conservation Easement Area with a designated representative of Grantor for the purpose of determining whether the provisions of this Conservation Easement are being observed. Notice of such inspections shall be delivered to the Grantors, their designee(s) or agent(s) at least forty-eight (48) hours prior to such inspection.

9.4. Extinguishment. If a subsequent or unexpected change in the conditions surrounding the Property make impossible the continued use of the Property or any portion thereof for the conservation purposes established by this Conservation Easement, and if the Conservation Easement is extinguished by judicial proceeding, then, upon any subsequent sale, exchange or involuntary conversion by the Grantors of such Property the Grantee shall be entitled to that portion of the proceeds equal to the proportionate value of the Conservation Easement as set forth in Form 8283 filed by Grantors and executed by Grantee. Grantors agree that the donation/conveyance of this Conservation Easement to Grantee gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that the conservation restrictions hereby created at the date hereof bears to the value of the Property as a whole at the date hereof (subject to reasonable adjustment to the extent permissible under Section 170(h) of the Internal Revenue Code for any improvements which may hereafter be made on the Property), based on the appraisal to be obtained on the Property in connection with this grant of this Conservation Easement.

9.5. Interpretation. This instrument is intended to create a "qualified real property interest" for "conservation purposes," as defined in Section 170(h) of the Internal Revenue Code, and shall be interpreted consistently with such intention. In the event any provision has been omitted from this instrument necessary to qualify the interest hereby granted as such a "qualified real property interest" for "conservation purposes," such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified.

9.6. Perpetuation of Easement. This Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed affected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

Furthermore, the fact that any use of the Property that is expressly prohibited by the terms of this Conservation Easement may become greatly more economically valuable than uses permitted by the terms of the Conservation Easement, or that neighboring properties may, in the future, be put entirely to uses that are not permitted by this Conservation Easement, has been considered by Grantors in granting this Conservation Easement and by Grantee in accepting it. Grantors believe that any such changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement, and Grantors and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement. In addition, the inability of Grantors, their successors and assigns, to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.



IN WITNESS WHEREOF, the parties have executed this instrument this 29<sup>th</sup> day of August, 2018.

**GRANTORS:**

\_\_\_\_\_  
David Hauter

\_\_\_\_\_  
Carol Hauter

STATE OF COLORADO     )

) ss.

COUNTY OF GARFIELD    )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by David Hauter and Carol Hauter.

Witness my hand and seal.

My commission expires:\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**GRANTEE:**

CITY OF GLENWOOD SPRINGS, COLORADO

By:\_\_\_\_\_

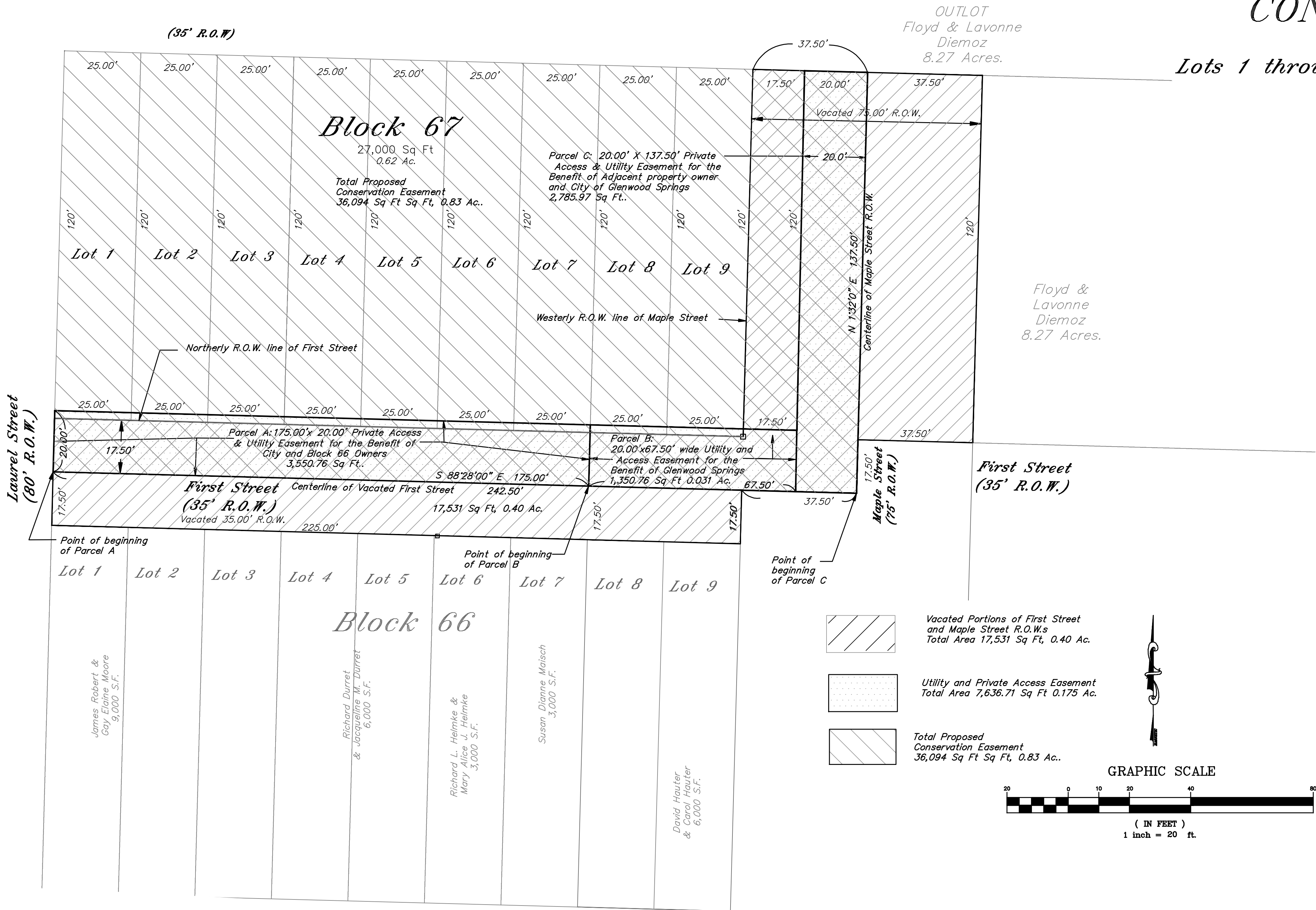
Michael Gamba, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CONSERVATION EASEMENT MAP

Lots 1 through 9, in Block 67, the West half of Maple Street and the North half of First Street.  
for a Conservation Easement in  
City of Glenwood Springs,  
County of Garfield, State of Colorado



Legal Description of Street Vacation:

A parcel of land located in the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 6 South, Range 89 West of the 6th Principal Meridian being more particularly described as follows:

A portion of Maple Street having a 75.00 foot wide right of way, being vacated North of the Northerly right of way line of First Street and First Street having 35.00 foot wide right of way being vacated from the Easterly right of way of Laurel street to the Westerly right of way of Maple street.

together with a parcel of land being the Westerly 1/2 of Maple Street and the Northerly 1/2 of First Street, in the City of Glenwood Springs, Garfield County, State of Colorado, containing 17,531.00 Sq Ft,

Legal Description Parcel A – A 20.00 foot wide Private Access and Utility Easement for the Benefit of City of Glenwood Springs and Block 66 Owners:

A 20.00 wide strip of land within vacated First Street and Block 67 lying 20.00 feet Northerly of the centerline of said vacated First Street in the City of Glenwood Springs, in the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 6 South, Range 89 West of the 6th Principal Meridian being more particularly described as follows:

Beginning at a point on the Easterly Right of way of Laurel Street and the centerline of said vacated First Street; thence S 88°28'00" E, a distance of 175.00 feet to the point of terminus. containing 3,550.76 Sq Ft..

Legal Description Parcel B – A 20.00 feet wide Utility and Access Easement for the Benefit of the City of Glenwood Springs:

A 20.00 wide strip of land being within vacated First Street and Block 67 lying 20.00 feet North of the centerline of said vacated First Street and a portion within the Westerly 20.00 feet of vacated Maple Street in the City of Glenwood Springs, in the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 6 South, Range 89 West being more particularly described as follows:

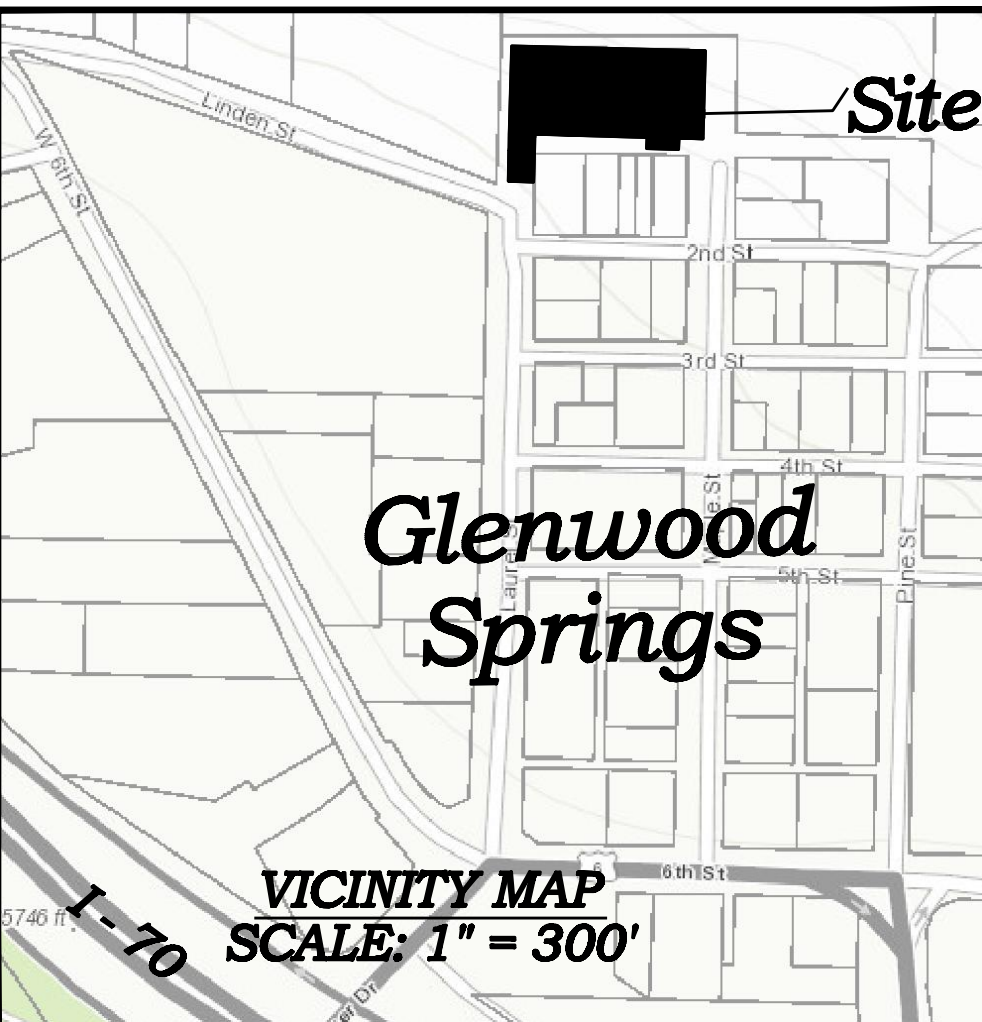
Beginning at a point whence the Easterly Right of way of Laurel Street and the centerline of said vacated First Street; bears N 88°28'00" W, a distance of 175.00 feet; thence S 88°28'00" E continuing along said centerline, a distance of 67.50 feet to the point of terminus. containing 1,350.76 Sq Ft.

Legal Description Parcel C – 20.00 feet wide Private Access and Utility Easement for the Benefit of Adjacent property owners and the City of Glenwood Springs:

A 20.00 wide strip of land within the vacated Maple Street lying 20.00 feet Westerly of the centerline of said vacated Maple Street in the City of Glenwood Springs, in the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 6 South, Range 89 West of the 6th Principal Meridian being more particularly described as follows:

Beginning at a point whence the Easterly Right of way of Laurel Street and the centerline of said vacated First Street bears N 88°28'00" W, a distance of 262.50 feet; thence N 01°32'0" E departing said centerline along the centerline of vacated Maple Street a distance of 137.50 feet to the point of terminus. containing 2,785.97 Sq Ft..

- LEGEND AND NOTES:
- DATE OF SURVEY: MAY 2017.
  - UNIT OF MEASUREMENT: US SURVEY FOOT
  - BEARINGS ARE BASED UPON FOUND #5 REBAR WITH (STAMPED RIVER CITY SURVEYS) AT THE CENTER OF BLAKE AVENUE AND 8TH STREET R.O.W. AND FOUND #5 REBAR WITH (STAMPED RIVER CITY SURVEYS) AT THE CENTER OF PALMER AVENUE AND 8TH STREET R.O.W. USING A BEARING OF S 88°28'00" E BETWEEN THE TWO DESCRIBED MONUMENTS.
  - THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY THIS SURVEYOR TO DETERMINE OWNERSHIP OR TO DISCOVER EASEMENTS OR OTHER ENCUMBRANCES OF RECORD. NO TITLE COMMITMENT WAS PROVIDED.



Notice:  
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

TUTTLE SURVEYING SERVICES  
923 Cooper Avenue  
Glenwood Springs, Colorado 81601  
(970) 928-9708 (FAX 947-9007)  
Email- jeff@tss-us.com



Conservation Easement Map

Lots 1 & 9, Block 67, West Half of Maple Street and the North Half of First Street

Drawn by: DMC  
Date: 10/31/2018  
Z: \\2018\\GLENWOOD SPRINGS\\MAPLE ANDFIRST\\MAPLE CONSERVATIONEASE.DWG

1  
OF 1



Glenwood Springs – Main Office

201 14<sup>th</sup> Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, CO 81602

Aspen

323 W. Main Street  
Suite 301  
Aspen, CO 81611

Montrose

1544 Oxbow Drive  
Suite 224  
Montrose, CO 81402

Office: 970.945.2261

Fax: 970.945.7336

*\*Direct Mail to Glenwood Springs*

DATE: November 8, 2018  
TO: Mayor and City Council, City of Glenwood Springs  
FROM: Karl Hanlon, City Attorney  
RE: IGA and Easement for South Bridge Corridor Crossing

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Attached please find an IGA and easement for the South Bridge rail corridor crossing. The intent of this easement and IGA is to allow the City to move forward with the South Bridge project utilizing the crossing of the corridor and connection to Highway 82 that will ultimately save the City approximately \$25 million. The City is agreeing to create a grade separated crossing of the corridor if at some point in the future freight or other rail service is reestablished on the corridor. In addition, the City is agreeing to provide defense costs should the rail banking status of the corridor be challenged as a result of the easement.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF GLENWOOD SPRINGS AND THE ROARING FORK  
TRANSPORTATION AUTHORITY TO ACQUIRE EASEMENTS AND DEVELOP  
TRANSPORTATION INFRASTRUCTURE**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_ 2018, regardless of the day actually signed, by and between the CITY OF GLENWOOD SPRINGS, COLORADO (the “City”) and the ROARING FORK TRANSPORTATION AUTHORITY (“RFTA”), together “the Parties”.

**WHEREAS**, the City is designing a critical infrastructure project, the “South Bridge”, a public right-of-way extending South Midland Avenue to Highway 82, through the Railroad Corridor; and

**WHEREAS**, the current design as requested by RFTA increases the estimated cost of the project \$25 million; and

**WHEREAS**, the Parties desire to agree on an alternate design, on an interim basis, while also providing adequate assurances for potential reestablishment of rail service on the Rail Corridor.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements identified below, the Parties agree to this IGA as follows:

1. **Incorporation of Recitals.** The forgoing recitals are incorporated herein as if set forth in full.

2. **Design of South Bridge Crossing.**

a. City shall design a pedestrian grade separated crossing at MP \_\_\_\_ that allows for an at grade intersection at Highway 82

b. City shall construct the grade separated pedestrian crossing as part of the South Bridge Project when that project is funded and constructed.

c. In the event RFTA determines to reinstate freight rail service on the corridor, the City shall design and construct a grade separated rail crossing consisting of:

i. a vehicular bridge;

ii. lowering the grade of the rail corridor to accommodate the crossing;

iii. reconstructing the ballast without tracks to the same condition as it is at the time of construction by the City.

3. **Easement.** The Parties shall execute an easement reflecting the proposed crossing in the form attached as Exhibit \_\_\_\_



4. **Public Record.** The Parties shall cause all documents necessary to fulfill the purposes of this IGA to be recorded in the Office of the Garfield County Clerk and Recorder.

5. **Preservation of Purpose and Survival.** No portion of this IGA shall be read or understood to alter, amend, or terminate the purpose and intent of the IGA or the rights and responsibilities of the Parties created therein. Any conflict between the provisions of this IGA shall be resolved by the Parties in a manner agreed to be the least disruptive to the preservation of the IGA's purpose.

6. **Breach and Notice.** If either Party fails to perform its respective obligations under this Agreement, the non-breaching Party shall provide thirty (30) days' notification of such failure to the breaching Party's representative as provided in paragraph 21. If the breaching Party fails to correct or remedy the breach, the non-breaching Party may proceed in law or equity to seek injunctive relief, specific performance, and/or damages incurred as a result of the Breach.

7. **Good Faith.** There is an obligation of good faith on the part of the Parties, including the obligation to make timely communication of information that may reasonably be believed to be material to the other Party.

8. **No Waiver of Governmental Immunity Act.** Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act for or by either Party. C.R.S. § 24-10-101 *et seq.*

9. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the Parties other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither Party shall have the express or implied right to act for, on behalf of, or in the name of the other Party.

10. **No Third-Party Beneficiary.** No third party may enforce or rely upon this IGA.

11. **Term of Agreement.** This IGA shall become effective upon signature of the last Party to sign and will terminate upon completion of the South Bridge project except as otherwise provided for herein. All rights concerning remedies, fees and costs shall survive termination of this IGA.

12. **Amendment and Assignment.** This IGA may be amended by the Parties solely through a written agreement signed by both Parties. This IGA may not be assigned by either Party.

13. **Counterparts.** This IGA may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed the same instrument. Facsimile or photographic signatures of either Party to this IGA or subsequent modifications thereto, shall be effective for all purposes.

14. **Governing Law, Venue and Survival.** The laws of the State of Colorado to the extent not preempted by federal law shall govern the validity, performance and enforcement of this IGA. Should either Party institute legal action for enforcement of this IGA, venue of such

action shall be in the United States District Court for the District of Colorado, if the court has jurisdiction; otherwise, any such action shall be filed in Garfield County, Colorado.

15. **Whole Agreement.** This IGA sets forth the whole agreement of the Parties. No representations, either verbal or written, shall be considered binding on either Party to the extent not set forth herein.

16. **Section Headings.** The section headings in this IGA are inserted only for the purpose of convenient reference and are in no way to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

17. **Authority.** Each Party signing this IGA represents and warrants that the individual is fully authorized to enter into and execute this IGA and to bind the Party it represents to the terms and conditions thereof.

18. **Notice and Representatives.** All notices required under this IGA shall be transmitted in writing and shall be deemed duly given when hand-delivered or sent by certified mail, return receipt requested and postage prepaid, or by electronic communication, addressed to the designated representative(s) as follows:

To City: City of Glenwood Springs  
Attn.: City Manager  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

With copy to: City of Glenwood Springs.  
Attn.: City Attorney  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

To RFTA: Roaring Fork Transportation Authority  
Attn.: Chief Executive Officer  
2307 Wolfsohn Road  
Glenwood Springs, CO 81601

With copy to: Roaring Fork Transportation Authority  
RFTA General Counsel  
2307 Wolfsohn Road  
Glenwood Springs, CO 81601

19. **Change of Representatives.** Either Party may, in its sole discretion, change its individual designated representative and the address to which future notices shall be sent by providing written notice to the other Party.

20. **Severability.** Should any provision of this IGA be found to be in conflict with any law of the United States or the State of Colorado or to otherwise be unenforceable, the remaining provisions shall be deemed severable and the validity of such shall not be affected provided that

the remaining provisions can be construed in substance to constitute the agreement which the parties intended to enter into under this IGA.

21. **Railbanking Protection.** Notwithstanding anything in this Agreement to the contrary, no provision herein shall be construed to permit any action by either Party that would cause the Corridor to be severed from the main interstate rail line.

22. **GOCO Approval.** The Parties recognize that this Agreement may be impacted by and/or subject to requirements of the Agreement made the 17<sup>th</sup> day of January 2018, by the Roaring Fork Railroad Holding Authority (the predecessor to RFTA) and the State Board of the Great Outdoors Colorado Trust Fund, recorded November 5, 2001 in the Office of the Garfield County Clerk and Recorder at Reception No. 591339

**IN WITNESS WHEREOF**, the City and RFTA have executed duplicate originals of this Agreement.

**CITY OF GLENWOOD SPRINGS, COLORADO**

**ATTEST:**

\_\_\_\_\_  
Catherine Mythen Fletcher, City Clerk

By: \_\_\_\_\_  
Michael Gamba, Mayor

Date: \_\_\_\_\_

**ROARING FORK TRANSPORTATION AUTHORITY**

**ATTEST:**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
George Newman, Chair

Date: \_\_\_\_\_

**RFTA/GWS IGA – Exhibit A**

**ROARING FORK TRANSPORTATION AUTHORITY  
TO CITY OF GLENWOOD SPRINGS  
SOUTH BRIDGE EASEMENT AGREEMENT**

**THIS SOUTH BRIDGE EASEMENT AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the ROARING FORK TRANSPORTATION AUTHORITY, a Colorado regional transportation authority organized pursuant to Title 43 of the Colorado Revised Statutes (“RFTA”), and the CITY OF GLENWOOD SPRINGS, COLORADO, a Colorado home rule municipal corporation (the “City”) (individually, a “Party”, collectively, the “Parties”).

**WHEREAS**, RFTA is the record title owner of the former D&RGW right-of-way and tracks known as the Aspen Branch that extends from Glenwood Springs to Woody Creek, Colorado (the “Corridor”), which includes an area located south of Glenwood Springs in the vicinity of the proposed South Bridge, to be more specifically identified on the **South Bridge Connection Easement Agreement Exhibit A**, which will be attached and incorporated herein by this reference once a mutually agreed upon design and location have been finalized for the South Bridge Connection;

**WHEREAS**, the City has for over 15 years desired to connect south Glenwood via Midland Avenue and Airport Road to Highway 82 via a new bridge crossing the Roaring Fork River and the RFTA tracks and right-of-way (the “South Bridge Connection”) to provide for continuity through the City and over the Roaring Fork River to Highway 82;

**WHEREAS**, the South Bridge Connection is critical for the life, health and safety of not only City residents but also residents living in unincorporated Garfield County; and

**WHEREAS**, RFTA desires to grant an “Easement,” consistent with the **South Bridge Connection Easement Agreement Exhibit A**, which will be attached and incorporated by this reference once a mutually agreed upon design and location have been finalized for the South Bridge Connection, to the City, and the City desires to develop and maintain said Easement as a public right-of-way to be used for vehicular, utility, and pedestrian purposes.

**NOW, THEREFORE**, for and in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

**1. Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.



**2. Grant and Acceptance of Easement** RFTA hereby grants to the City, and the City hereby accepts, a perpetual, non-exclusive Easement across, over, and under the Property described in **South Bridge Connection Easement Agreement Exhibit A**, recorded in the Office of the Garfield County Clerk and Recorder at Reception No. \_\_\_\_\_, incorporated by this reference. The City's use of the Easement shall be limited to the sole purposes of (a) installing, constructing, maintaining, repairing, replacing, modifying, and reconstructing a public, interim open cut or permanent grade-separated railroad crossing and appurtenant infrastructure, including utilities, necessary to the 8<sup>th</sup> Street Connection, while maintaining the rights of RFTA, as well as public safety; and (b) subsequent maintenance of all such improvements and utilities.

RESERVING, however, unto RFTA, its successors and assigns, the right to construct, maintain, use, operate, relocate, reconstruct, and renew any facilities within Corridor deemed in RFTA's sole discretion appropriate for the use of the Corridor for transportation, shipping, trail, and/or conservation purposes as it may at any time, and from time-to-time, desire within the Corridor including the right and privilege to use the Corridor for any and all purposes, including the construction, use, and maintenance of the South Bridge Connection open cut or grade-separated structure, free of any liability whatsoever to the City; and also reserves, the exclusive right to construct, place, operate, maintain, alter, repair, replace, renew, improve, and remove communications and utility lines above, below, and on the surface of the Corridor, including without limitation transmission by conduit, pipe, fiber optics, cable, wire, or other means, of electricity, voice data, video, digitized information, or other materials, information, or utilities; and all right and privileges as RFTA, its successors and assigns may require to investigate and remediate any and all hazards on the Corridor, including, without limitation, environmental contamination.

**3. Maintenance.** The City shall, at its own cost, maintain and repair the South Bridge Connection. If the crossing is developed to be a grade-separated structure, the City shall maintain it from the underside of the bridge deck up, including the bridge abutments, and RFTA will maintain from the underside of the deck of the bridge down, including ballast, ties, and rail.

In the event that freight rail or commuter rail activation upon the Railroad Corridor has been approved by the RFTA Board of Directors, the City shall design and construct a grade separated rail crossing consisting of: (i) a vehicular bridge; (ii) lowering the grade of the rail corridor to accommodate the crossing; and (iii) reconstructing the ballast without tracks to the same condition as it is at the time of construction by the City or the City shall, at its sole discretion, elect to eliminate and abandon the South Bridge Connection.

Should RFTA need to extend, modify, or relocate the South Bridge Connection for any other reason, RFTA shall be entitled to do so as long as the extension, modification, or relocation does not materially interfere with the connectivity of the South Bridge Connection and after review and approval of plans detailing the extension, modification, or relocation by the City, which approval will not be unreasonably withheld, and approval by the PUC. If the sole cause of the need for such extension, modification, or relocation is the needs of RFTA, such cost will be

borne by RFTA if RFTA approves the project and costs thereof, it being understood that any funding for such a project is subject to appropriation of funding.

If the City should desire to extend, modify, replace, relocate, or remove the South Bridge Connection to further the City's needs, then such cost shall be borne by the City. Any such extension, modification, relocation, or replacement or repair by the City shall only be made in accordance with plans prepared by City and reviewed and approved by RFTA, which approval will not be unreasonably withheld, and approval by the PUC.

For extensions, modifications, or relocations that are jointly caused and will benefit both parties, the allocation of costs shall be by further agreement or if no agreement, then as determined by the PUC in a hearing.

4. **Subject To Appropriation.** Any monetary obligations of RFTA or City under this Agreement shall extend only to monies appropriated for the purpose of this Agreement by RFTA's Board and City Council respectively and encumbered for the purposes of this Agreement.

5. **No Additional Easement.** Nothing contained herein shall be construed to grant any other easement across the Property, or across any other real property owned by RFTA.

6. **Non-Interference.** The Parties agree that their individual uses of the Easement shall be managed in a way that is reasonably undertaken to avoid interference with the other Party's use of the Easement as contemplated by this Agreement.

7. **Restoration.** The City shall, at its sole cost, promptly restore all portions of the Property not used for the South Bridge Connection to substantially the same condition that existed immediately prior to any disturbance or damage caused by the City through its construction on the Property.

8. **Good Faith.** There is an obligation of good faith on the part of the Parties, including the obligation to make timely communication of information that may reasonably be believed to be material to the other Party.

9. **Railbanking Protection.** City acknowledges that RFTA's Corridor is not abandoned and is under the jurisdiction of the federal Surface Transportation Board. City further acknowledges that the Corridor is "railbanked" under the National Trails System Act, 16 U.S.C. §1247(d), so that RFTA is required to preserve the Corridor for future rail use. City's improvements and use shall not interfere with RFTA's use of the Corridor for transportation, shipping, trail, and/or conservation purposes and that no disturbance or interference of said any such uses shall be allowed hereunder without the prior written approval of RFTA. This Easement shall not be deemed to give City exclusive possession of any part of the Easement area described,

and nothing shall be done or suffered to be done by City at any time that shall in any manner impair the usefulness or safety of the Corridor or of any track or other improvement on the Corridor or to be constructed thereon by RFTA in the future. If RFTA in its sole discretion upon advice of legal counsel believes that an action permitted by this Easement has or will cause a severance of the Corridor from the UPRR main line, RFTA shall notify the City and RFTA and the City shall work together to revise this Easement to correct the potential severance or impediment to freight rail service. Only in the event no modification can be agreed upon, my RFTA terminate this Easement.

**10. No Waiver of Governmental Immunity Act.** Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act by either Party. C.R.S. § 24-10-101 *et seq.*

**11. No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the Parties other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither Party shall have the express or implied right to act for, on behalf of, or in the name of the other Party.

**12. No Third-Party Beneficiary.** No third party may enforce or rely upon this Agreement.

**13. Term.** This Agreement shall become effective upon signature of the last Party to sign, and the Easement provided for herein shall exist in perpetuity or until altered by the mutual agreement of the Parties.

**14. Amendment and Assignment.** This Agreement may be amended by the Parties solely through a written agreement signed by both Parties. This Agreement may not be assigned by either Party.

**15. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed the same instrument. Facsimile or photographic signatures of either Party to this Agreement or subsequent modifications thereto, shall be effective for all purposes.

**16. Governing Law, Venue and Survival.** The laws of the State of Colorado to the extent not preempted by federal law shall govern the validity, performance and enforcement of this Agreement. Should either Party institute legal action for enforcement of this Agreement, venue of such action shall be in the United States District Court for the District of Colorado if the court has jurisdiction; if not, then all actions shall be filed in Garfield County, Colorado.

17. **Whole Agreement.** This Agreement sets forth the whole agreement of the Parties. No representations, either verbal or written, shall be considered binding on either Party to the extent not set forth herein.

18. **Section Headings.** The section headings in this Agreement are inserted only for the purpose of convenient reference and are in no way to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

19. **Authority.** Each person signing this Agreement represents and warrants that the individual is fully authorized to enter into and execute this Agreement and to bind the Party it represents to the terms and conditions thereof.

20. **Notice and Representatives.** All notices required under this Agreement shall be transmitted in writing and shall be deemed duly given when hand-delivered or sent by certified mail, return receipt requested and postage prepaid, or by electronic communication, addressed to the designated representative(s) as follows:

To City: City of Glenwood Springs  
Attn.: City Manager  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

With copy to: City of Glenwood Springs  
Attn.: City Attorney  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

To RFTA: Roaring Fork Transportation Authority  
Attn: Chief Executive Officer  
2307 Wolfsohn Road  
Glenwood Springs, CO 81601

With copy to: Roaring Fork Transportation Authority  
RFTA General Counsel  
2307 Wolfsohn Road  
Glenwood Springs, CO 81601

21. **Change of Representatives.** Either Party may, in its sole discretion, change its individual designated representative and the address to which future notices shall be sent by providing written notice to the other Party.



**22. Severability.** Should any provision of this Agreement be found to be in conflict with any law of the United States or the State of Colorado or to otherwise be unenforceable, the remaining provisions shall be deemed severable and the validity of such shall not be affected provided that the remaining provisions can be construed in substance to constitute the agreement which the parties intended to enter into under this Agreement.

**23. Approval by the PUC.** This Agreement is contingent on approval by the PUC of the City's application to construct the South Bridge Connection based on a design, cost, and cost allocation acceptable to the Parties.

**24. Contractor Insurance.** Following completion of the South Bridge Connection and in the event that the Corridor is activated for rail use by RFTA or the UPRR continues to operate on the western leg of the Wye, and prior to commencing any excavation work or work that places people or equipment at or above the track and within 25 feet of the centerline of said west leg Wye track within the Easement area pursuant to this Easement, the City agrees that it shall require any Contractor retained by City to perform any such work to procure and maintain at the Contractor's own expense, with a company reasonably acceptable to RFTA, Comprehensive General Liability Insurance (including automobile), to be maintained during the period of any construction activities, in amounts not less than those required for Class I Railroads operating in Colorado, or such other mandatory insurance requirements as may be established by applicable federal, state, or local agencies having jurisdiction over such activities, whichever is highest. Such Comprehensive General Liability Insurance policy shall, at a minimum, be maintained for:

A. All damages arising out of bodily injuries to or death of one (1) person and subject to that limit for each person;

B. All damages arising out of bodily injuries to or death of two (2) or more persons in any one occurrence;

C. Regular Contractor's Property Damage Liability Insurance for all damages arising out of injury to or destruction of property in any one occurrence and subject to the same limit per occurrence; and

D. All damages arising out of injury to or destruction of property during the policy period. If the tracks on the Property are being used in active railway operations, Contractor shall also provide Railroad Protective Liability insurance naming only the ***Railway*** as the Insured with coverage for each occurrence and in an annual aggregate amount. The policy must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.

- ◆ The original policy must be provided to the ***Railway*** prior to performing any work or services under this Agreement
- ◆ Definition of “Physical Damage to Property” shall be endorsed to read: “means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured’ care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

Such insurance policy shall contain no exclusions the effect of which are to exclude or defeat assumed contractual liability and/or indemnity; and said policy shall specifically reference this Easement Agreement and its indemnity provisions and shall insure the liability assumed by City in this Agreement, below. Furthermore, said insurance policy shall name RFTA as an additional insured; however, there shall be no exclusion the effect of which is to exclude any personal injury or death or damage to property sustained by any directors, officers, agents, attorneys or employees of RFTA. Any exclusion for working on or near a railroad must be deleted from the policy. City shall furnish RFTA with certificates of insurance evidencing such insurance to be in full force and effect and that same will not be canceled without at least thirty (30) days advance written notice by the insurance carrier to RFTA.

**IN WITNESS WHEREOF**, the Parties hereto have executed this South Bridge EASEMENT AGREEMENT in duplicate originals on the day and year first written above.

**CITY OF GLENWOOD SPRINGS,  
COLORADO**

**ATTEST:**

\_\_\_\_\_  
Catherine Mythen, City Clerk

By: \_\_\_\_\_  
Michael Gamba, Mayor

**APPROVED AS TO FORM:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Karl Hanlon, City Attorney

**ROARING FORK TRANSPORTATION  
AUTHORITY**

**ATTEST:**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
George Newman, Chair

**APPROVED AS TO FORM:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Paul J. Taddune, General Counsel

# **EIGHTH STREET EASEMENT AGREEMENT**

## **Exhibit A**



Glenwood Springs – Main Office

201 14<sup>th</sup> Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, CO 81602

Aspen

323 W. Main Street  
Suite 301  
Aspen, CO 81611

Montrose

1544 Oxbow Drive  
Suite 224  
Montrose, CO 81402

Office: 970.945.2261

Fax: 970.945.7336

*[\\*Direct Mail to Glenwood Springs](#)*

DATE: November 8, 2018  
TO: Mayor and City Council, City of Glenwood Springs  
FROM: Karl Hanlon, City Attorney  
RE: Letter Agreement with RFTA

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Attached please find a letter agreement with RFTA regarding transfer of the railroad easement and joint use agreement with the UPRR for the west leg at the Wye. You will recall that earlier this year the City approved an agreement with the UPRR for acquisition of the railroad easement and joint use agreement on both the west and east legs of the Wye. At its November 8, 2018 meeting the RFTA Board of Directors consented to those assignments and approved the attached letter agreement. With these documents in place we can close on the transaction with UPRR.

**Letter of Agreement**  
**between**  
**Roaring Fork Transportation Authority (“RFTA”)**  
**and**  
**City of Glenwood Springs**  
**Regarding Transfer of Easement Rights in Wye Area**

The City of Glenwood Springs (“City”) is receiving as assignee, the rights, title, and interest to the Railroad Easement reserved to the Union Pacific Railroad (“UPRR”) in that certain Bargain and Sale Deed recorded at Reception No. 735399 and the Shared Use Agreement by and between RFTA and UPRR, which includes all of UPRR’s rights, title, and interest on both the east and west legs of the Wye in Glenwood Springs as depicted on Exhibit A (collectively, UPRR’s Rights”).

It is the City’s intent to transfer in a timely fashion UPRR’s Rights on and in the west leg of the Wye to RFTA. In consideration for the transfer of the UPRR Rights in the west leg of the Wye, RFTA shall continue cooperation with the City in the redevelopment of the confluence area in Glenwood Springs, including but not limited to considering the re-design of the main line connection of the rail corridor in order to facilitate development. Any such redevelopment must be consistent with the requirements of 16 U.S.C. §1247(d) or as otherwise agreed between both parties.

**CITY OF GLENWOOD SPRINGS, COLORADO**

By: \_\_\_\_\_  
Michael Gamba, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Mythen Fletcher, City Clerk

Date: \_\_\_\_\_

**ROARING FORK TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
George Newman, Chair

ATTEST:

\_\_\_\_\_  
Secretary to the Board of Directors

Date: \_\_\_\_\_



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**November 15, 2018**

**Agenda Item:** Housing Commission Appointment

**Action Requested:** Appointment of five (5) Housing Commissioners.

**Department:** Economic and Community Development

**Presented By:** Hannah Klausman, Planner II

**Background Info:** City Council recently directed staff to reinstate the Housing Commission that was temporarily suspended in 2012. Staff has five recommendations for appointment to the Commission based on the existing, yet informal, Housing Committee.

**Issues:** The Glenwood Springs Municipal Code Section 020.020.010 includes the Housing Commission as an existing commission of City Council. The membership guidelines for the Housing Commission are as follows:

*a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.*

*Membership should reflect a broad representation of organizations and other entities which are related to housing, including but not limited to the financial community, the building and development community, the real estate industry, and organizations which support low-income residents of the community.*

The following members of the informal housing committee have expressed a desire and willingness to serve on the Housing Commission and meet the above qualifications. Membership on other City Boards has been included.

1. Sean Nesbit, CMC, Director of Facilities
2. Brendan Matthews, First Bank, Executive Vice President
3. Sumner Schacter, Stifel, Financial Advisor,  
Planning and Zoning Commission
4. Kathryn Grosscup, Colorado Housing Finance Authority, Tax Credit Officer,  
Planning and Zoning Commission
5. Steve Beckley, Owner, Glenwood Caverns Adventure Park,  
Financial Advisory Board

The remaining two open positions will be advertised until filled.

**Staff Recommendation:** Staff recommends appointment of Housing Commission members as presented.



**City Council**  
**STAFF REPORT**  
**City of Glenwood Springs**  
**November 15, 2018**

**Agenda Item:** Parks and Recreation Commission Appointments

**Action Requested:** Make appointments as needed to Parks and Recreation Commission

**Department:** City Clerk

**Presented By:** Catherine Fletcher, City Clerk

**Background Info:** The City Clerk's office has advertised open positions on the City's Boards and Commissions. The following seats are currently open:

Parks and Recreation Commission – vacancy for one (1) regular seat and one (1) alternate seat

The following applications are attached:

Thomas Gorman  
Andrea Johnson  
William Lockwood

The composition of the board will be Seven (7) citizens, at least six (6) who are residents of the City and one (1) whom may reside outside of the City but within the 81601 zip code area or own real property or a business within the City. One (1) youth (under the age of eighteen at appointment) who shall serve a one-year term from June 1 to May 31 of the following year.

All candidates qualify for the commission

**Issues:**

**Staff Recommendation:** Make appointments as needed



**City of Glenwood Springs**

Office of the City Clerk

101 West 8<sup>th</sup> Street

Glenwood Springs, CO 81601

Fax: 970-945-5023

Email: Catherine.mythen@cogs.us

**PARKS AND RECREATION COMMISSION  
APPLICATION**

(for Powers and Duties, see page 3)

**Section 1 – Name and Address**

Name Andrea Johnson

Home Address 1720 Bennett Ave Glenwood Springs, CO.

Mailing Address \_\_\_\_\_

**Section 2 – Contact Information**

Home \_\_\_\_\_ Work \_\_\_\_\_

Fax \_\_\_\_\_ Mobile 970-379-8415

Email andi.johnson.3@gmail.com

**Section 3 - Occupation**

Occupation Dental Assistant

**Section 4 – Personal and Professional Interests**

1. Why are you interested in serving on the Parks and Recreation/Tree Commission?

I am an outdoor enthusiast and have participated in out door recreation throughout the county for 21 years. I feel it is vital to provide recreation opportunities to our community and beyond. As a family, my children and I utilize the many parks and rivers that our valley has and want to be a part of maintaining the use of these resources.

2. What do you view as your role if selected as a member of the Parks and Recreation/Tree Commission?

My goal is to keep the parks healthy and beautiful. I would like to see more use of recycling through out the city parks and river ways. In addition, I would like to push for an improved skate park at Two Rivers.

3. What experience and/or interest do you have in programming, planning, and being a part of community meetings?

I do not have much experience in planning and programming, but to have the ambition to get more involved in that aspect. Living in this community is such a great privilege and getting directly involved in the planning and interest committees would be an honor.



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Fax: 970-945-5023

Email: Catherine.mythen@cogs.us

**PARKS AND RECREATION COMMISSION**

**APPLICATION**

(for Powers and Duties, see page 3)

**Section 4 – Personal and Professional Interests (Continued)**

4. Do you have any particular areas of interest or a particular perspective relating to parks and recreation in Glenwood Springs?

Areas of particular interest are the development of the Two Rivers Skate Park and developing walkways and bike trails along the Colorado River, specifically downtown.

5. Can you separate yourself from your personal opinions and represent the City's goals, policies, plans and the Glenwood Springs Municipal Code in an equitable fashion?

Yes, it is always advantageous to hear others opinions and perspectives. I do have good ideas that I'd like to pass along, however I am able to separate when necessary.

6. Can you describe an experience making a decision that made people unhappy?

Actually not that I can think of, with the exception of my children!

7. Do you have any existing time commitments that will hamper your ability to serve? (The Commission generally meets monthly in the evening for approximately 90 minutes, with members encouraged to participate in ad hoc projects outside of the scheduled meetings.)

This is a great time for me to be involved, especially in the evening. I have no additional obligations that would hinder my involvement.

8. What experience do you have working with people on a board, commission or committee?

As I said in an earlier question, I do not have previous experience serving of a board, however this in the perfect time to gain that experience and I'm anxious to get involved.

**Thank you for your interest and time commitment in serving your community**

Please complete and submit this application online or  
mail to: City Clerk, 101 West 8<sup>th</sup> Street, Glenwood Springs, CO 81601;  
fax to: 970-945-5023;  
email: catherine.mythen@cogs.us



**City of Glenwood Springs**  
Office of the City Clerk  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601  
Fax: 970-945-5023  
Email: Catherine.mythen@cogs.us

## **PARKS AND RECREATION COMMISSION APPLICATION**

(for Powers and Duties, see page 3)

### **POWERS AND DUTIES OF THE PARKS AND RECREATION/TREE COMMISSION**

(as defined in Title 020 of the Glenwood Springs Municipal Code)

#### Composition of the Parks and Recreation/Tree Commission:

##### (5) Parks and Recreation Commission:

- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- b. (R 20-05 §2)
- c. (R 20-05 §2)
- d. One (1) youth (under the age of eighteen [18] at appointment) who shall serve a one-year term from June 1 to May 31 of the following year.

#### Powers and Duties:

(e) Powers and duties of Parks and Recreation Commission. The powers and duties of the Parks and Recreation Commission shall be:

- (1) To investigate, study and report to the City Council all matters concerning City parks and recreation within the City and other matters concerning the subject of parks and recreation which may be pertinent to the City and requested of such Commission by the City Council.
- (2) To investigate, study and report to the City Council on such other matters concerning parks and recreation within the City as the Commission may deem in the best interests of the City.
- (3) To provide technical assistance, advice and planning support to the Parks and Recreation Director and City Council regarding tree planting and maintenance needs in the City.
- (4) To provide recommendations from time to time regarding the administration and implementation of Article 090.050 of this Code.
- (5) To investigate, study and report to City Council all matters concerning the burial and internment facilities of the City and other such matters as may be requested by City Council from time to time.
- (6) To investigate, study and report to City Council on such other matters concerning burial and internment facilities and such other similar matters as the Commission may deem in the best interests of the City.



**City of Glenwood Springs**

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Email: Catherine.mythen@cogs.us

**PARKS AND RECREATION COMMISSION  
APPLICATION**

(for Powers and Duties, see page 3)

(7) To investigate, study and report to City Council any and all matters concerning the use and operation of the City's Community Center.

(8) To coordinate with other City boards and commissions on any aspect of the Community Center that may relate to the powers and duties of such other boards and commissions.

(9) To investigate, study and report to City Council on grants, donations and other forms of funding to assist in the operation of the Community Center, and to otherwise advise City Council on budgetary needs related to the operation of the Community Center.

(A 61-02 §4)





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Fax: 970-945-5023  
Email: Catherine.mythen@cogs.us

## **PARKS AND RECREATION COMMISSION APPLICATION**

(for Powers and Duties, see page 3)

### **Section 1 – Name and Address**

Name Thomas Gorman  
Home Address 55785 Highway 6 & 24, Ste. 6, GWS  
Mailing Address Same

### **Section 2 – Contact Information**

Home \_\_\_\_\_ Work \_\_\_\_\_  
Fax \_\_\_\_\_ Mobile 9704771715  
Email t.gorman@me.com

### **Section 3 - Occupation**

Occupation Quasi-semi-almost-pretty much retired.

### **Section 4 – Personal and Professional Interests**

1. Why are you interested in serving on the Parks and Recreation/Tree Commission?

I grew up in a city with great parks, watched them deteriorate and to some degree brought back to their original intent. GWS and the extended micropolitan area will continue to expand and space, clean air, and trees ensure a sense of place that structures that become functionally or economical obsolete never will.

2. What do you view as your role if selected as a member of the Parks and Recreation/Tree Commission?

One of a group of people assigned to parse issues relative to Parks & Rec (and Trees) in such a way to make clear the choices/consequences faced by council and residents.

3. What experience and/or interest do you have in programming, planning, and being a part of community meetings?

Managed HOAs in the Eagle River Valley from Vail to Edwards; appointed member of The Eagle County Affordable Housing Committee; appointed member of the Eagle County Zoning Board of Adjustment; present to local government councils and county commissioners on behalf of employers and not-for-profit groups.



**City of Glenwood Springs**

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Glenwood Springs, CO 81601

Fax: 970-945-5023

Email: Catherine.mythen@cogs.us

**PARKS AND RECREATION COMMISSION**

**APPLICATION**

(for Powers and Duties, see page 3)

**Section 4 – Personal and Professional Interests (Continued)**

4. Do you have any particular areas of interest or a particular perspective relating to parks and recreation in Glenwood Springs?

Parks and trees are calming influences on the human psyche and much more amenable to social interaction. By nature of being a crossroad of 2 major roadways and rivers through the mountains, the 'place' GWS can feel rushed - walk 1 block off Grand Ave and the distinction is palpable. Parks, trees, and usable open space de-emphasizes the Interstate and the 82 traffic that will only increase. Attempting to say that I place high value on parks, trees, places where

5. Can you separate yourself from your personal opinions and represent the City's goals, policies, plans and the Glenwood Springs Municipal Code in an equitable fashion?

Yes.

6. Can you describe an experience making a decision that made people unhappy?

Not voting for either major party.

7. Do you have any existing time commitments that will hamper your ability to serve? (The Commission generally meets monthly in the evening for approximately 90 minutes, with members encouraged to participate in ad hoc projects outside of the scheduled meetings.)

No.

8. What experience do you have working with people on a board, commission or committee?

See #3.

**Thank you for your interest and time commitment in serving your community**

Please complete and submit this application online or  
mail to: City Clerk, 101 West 8<sup>th</sup> Street, Glenwood Springs, CO 81601;  
fax to: 970-945-5023;  
email: catherine.mythen@cogs.us



**City of Glenwood Springs**  
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## **PARKS AND RECREATION COMMISSION APPLICATION**

(for Powers and Duties, see page 3)

### **POWERS AND DUTIES OF THE PARKS AND RECREATION/TREE COMMISSION**

(as defined in Title 020 of the Glenwood Springs Municipal Code)

#### Composition of the Parks and Recreation/Tree Commission:

##### (5) Parks and Recreation Commission:

- a. Seven (7) citizens, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City.
- b. (R 20-05 §2)
- c. (R 20-05 §2)
- d. One (1) youth (under the age of eighteen [18] at appointment) who shall serve a one-year term from June 1 to May 31 of the following year.

#### Powers and Duties:

(e) Powers and duties of Parks and Recreation Commission. The powers and duties of the Parks and Recreation Commission shall be:

- (1) To investigate, study and report to the City Council all matters concerning City parks and recreation within the City and other matters concerning the subject of parks and recreation which may be pertinent to the City and requested of such Commission by the City Council.
- (2) To investigate, study and report to the City Council on such other matters concerning parks and recreation within the City as the Commission may deem in the best interests of the City.
- (3) To provide technical assistance, advice and planning support to the Parks and Recreation Director and City Council regarding tree planting and maintenance needs in the City.
- (4) To provide recommendations from time to time regarding the administration and implementation of Article 090.050 of this Code.
- (5) To investigate, study and report to City Council all matters concerning the burial and internment facilities of the City and other such matters as may be requested by City Council from time to time.
- (6) To investigate, study and report to City Council on such other matters concerning burial and internment facilities and such other similar matters as the Commission may deem in the best interests of the City.



**City of Glenwood Springs**

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**PARKS AND RECREATION COMMISSION  
APPLICATION**

(for Powers and Duties, see page 3)

(7) To investigate, study and report to City Council any and all matters concerning the use and operation of the City's Community Center.

(8) To coordinate with other City boards and commissions on any aspect of the Community Center that may relate to the powers and duties of such other boards and commissions.

(9) To investigate, study and report to City Council on grants, donations and other forms of funding to assist in the operation of the Community Center, and to otherwise advise City Council on budgetary needs related to the operation of the Community Center.

(A 61-02 §4)





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Fax: 970-945-5023  
Email: Catherine.mythen@cogs.us

## PARKS AND RECREATION COMMISSION APPLICATION

(for Powers and Duties, see page 3)

### Section 1 – Name and Address

Name William J Lockwood  
Home Address 918 Hunter Av  
Mailing Address PO 2282, GWS 81602 Tel 970/945-9708

### Section 2 – Contact Information

Home 970/945-9708 Work WJ Lockwood@gmail.com  
Fax 970/274-4244 Mobile WJ Lockwood@gmail.com  
Email WJ Lockwood@gmail.com

### Section 3 – Occupation

Retired since move to GWS in 2002/03 when I sold a new build on a vacant lot purchased in @ 1997. Volunteer at Grace Nursing Home.  
Occupation at Mesa on wheels (1½ and 3 yrs respectively). Member of the  
Lova Hall Board since 2006.

### Section 4 – Personal and Professional Interests

1. Why are you interested in serving on the Parks and Recreation/Tree Commission?

I'm a master gardener (class of '05, Colo State U) with chief interest in flower garden design and promise of the therapeutic benefits of "growing" among seniors.

2. What do you view as your role if selected as a member of the Parks and Recreation/Tree Commission?

Incorporation of seniors' capacity to stay in gardening. Giving attention to the rich history of trees in my far-side neighborhood (amidst housing degradation toward river and current move toward "tear-downs" in the real estate market there).

3. What experience and/or interest do you have in programming, planning, and being a part of community meetings?

Chair of Faculty Assembly at U of Michigan-Flint, especially was a voice from a relatively "closed," edge-of-city neighborhood to a downtown campus. Managed an English Dept-sponsored Poetry Series 1971 to 1982: funding, publicity, location plus

food and wine catering. From 1970-1972 assisted in the operation of a free medical clinic (at which my own doctor volunteered).



City of Glenwood Springs  
Office of the City Clerk  
101 West 8<sup>th</sup> Street  
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## PARKS AND RECREATION COMMISSION APPLICATION

(for Powers and Duties, see page 3)

### Section 4 – Personal and Professional Interests (Continued)

4. Do you have any particular areas of interest or a particular perspective relating to parks and recreation in Glenwood Springs?

I hope my words in 4-1 and 4-2 convey my perspective. I can only add that I grew up on an abandoned, backwoods MA farm and, with modest means, cultivated a large garden. Vegetables got canned and got us (cheerfully) through the winter.

5. Can you separate yourself from your personal opinions and represent the City's goals, policies, plans and the Glenwood Springs Municipal Code in an equitable fashion?

I don't, by principle, offer "opinions". What I do offer are judgments drawn from the big picture. ("Big" in the sense of balanced, of both humane and do-able)

6. Can you describe an experience making a decision that made people unhappy?

I assisted the leader of a union organizing of faculty at U.M.-Flint, researching and preparing arguments for the 3-member commission that decided on the validity of our 67% endorsement of pro union under the auspices of the American Association of University Professors. It made central administration unhappy, but not in civil.

7. Do you have any existing time commitments that will hamper your ability to serve? (The Commission generally meets monthly in the evening for approximately 90 minutes, with members encouraged to participate in ad hoc projects outside of the scheduled meetings.)

I do. It would add to my once-every-three months, LoVa meetings, a ~~month~~ once-a-month ("plus") meeting

8. What experience do you have working with people on a board, commission or committee?

Faculty Assembly (et al); Free Medical Clinic; legal team on behalf of unionization (under AAUP-donated lawyer; LoVa Board.

Thank you for your interest and time commitment in serving your community

Please complete and submit this application online or  
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