AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
JANUARY 17, 2019
101 W. 8TH 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		ACTION
		PRE-MEETING	
9:00am	1	Review of Regular Session Agenda	Information/Discussion
	2	Future Agendas	Information/Discussion
	3	City Manager Update	Information
	4	Council Comments	Information
9:30am	5	Executive Session to Conduct a Conference with the City Manager and City Attorney for the Purpose of Discussing the City's Purchase, Acquisition, Lease, Transfer or Sale of Real Property; Determining Positions Relative to Matters That May be Subject to Negotiations, Developing Strategy for Negotiations, and Instructing Negotiators; and to Conduct a Conference with the City Attorney to Receive Legal Advice in Accordance with C.R.S. 24-6-402(4)(a), (b) and (e), related to Parking, Garfield Industrial, Western Petroleum Property, Ross, HDR Contract, Hanging Lake	Information/Discussion
		MORNING WORK SESSION(S)	
10:15am		A. Two Rivers Park - Bid Results and Consideration of Award	Information/Discussion
11:30am		B. Tax Initiative Considerations in the April 2019 Election	Information/Discussion
		AFTERNOON WORK SESSION(S)	
3:30pm		A. LoVa Trail, Alignment, Constructibility and Upcoming Grant Opportunities	Information/Discussion
4:30pm		B. Area Wide Plan Draft	Information/Discussion
5:45pm		***Meeting Set-up***	
		REGULAR SESSION	
6:00pm	6	Roll Call	Quorum
	7	Pledge of Allegiance	
	8	Agenda Changes	Information
	9	Conflict of Interest Disclosure	Information
	10	Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)	Information Only
	11	Council Comments	Information/Discussion
	12	Proclamation	
		A. Proclamation for Hal Sundin	Information Only
	13	Consent Agenda	Discussion and/or Action

A. Resolution 2019- 2, A Resolution of the City Council of the City of Glenwood Springs, Colorado, Approving the Intergovernmental Agreement with the Garfield County Clerk and Recorder for the Regular Election on April 2, 2019

B. Receipt of Minutes of the January 3, 2019 Regular Meeting

C. Sustainable Strategies Proposal

D. Ordinance No 2, Series of 2019; An Ordinance of the City Council of the CIty of Glenwood Springs, Colorado, Rezoning Property Owned by Iron Mountain Hot Springs, LLC known as 281 Centennial Street, Glenwood Springs, Colorado, from Mixed Use (M1) to Resort (RE) Zoning. (SECOND READING)

E. Resolution 2019-6; A Resolution of the City of Glenwood Springs, Colorado, Authorizing a Bonus and Approving Amendment to Employment Agreement for the Glenwood Springs City Manager

F. Second Amended Aerial Tramway Lease Agreement between the City of Glenwood Springs, Colorado and Glenwood Tramway, LLC

ACTIONS AND/OR PRESENTATIONS

14 Approve Proposed Paint Scheme for New Ride Glenwood buses

A. Approve Proposed Paint Scheme for New Ride Glenwood Buses — Discussion and/or Action

15 Two Rivers Park - Bid Results and Consideration of Award

A. Two Rivers Park- Bid Results and Consideration of Award — Discussion and/or Action

16 27th Street Bridge and Roundabout Construction Management Contract Amendment

A. 27th Street and Roundabout Construction Contract Amendment — Discussion and/or Action

17 CLEER

A. 2018 Sustainability Program and Draft Budget 2019 — Presentation

18 Continued from January 3, 2019 meeting Planning Item 15-18 Solstice Townhomes, Cardiff Glen and Ordinance No 1, Series of 2019 AND CONTINUED TO FEBRUARY 7TH REGULAR MEETING

A. Planning item 15-18 - Solstice Townhomes, Cardiff Glen Lot 95 and 96, Consideration of a Rezoning to PUD (amendment of an existing PUD), a Major Site/Architectural Plan Review, and Preliminary Plat — Discussion and/or Action

B. Ordinance No. 1, Series of 2019; An Ordinance of the City of Glenwood Springs, Colorado, Amending the Cardiff Glen Planned Unit Development (PUD) (FIRST READING) — Discussion and/or Action

19 Planning Item 28-18: Consideration of Amendments to Municipal Code Title 070 to Correct Errors and Omissions in the Glenwood Springs Development Code Adopted August 2,2018

A. Consideration of various code text amendments to Municipal Code Title 070 to correct errors and omissions in the Glenwood Springs Development Code, which was adopted August 2, 2018 — Discussion and/or Action

B. Ordinance No. 3, Series of 2019; An Ordinance of the City of Glenwood Springs, Colorado, Amending Other Sections of the Municipal Code that Reference Title 070 (FIRST READING) — Discussion and/or Action

20 Parking

A. Parking Policies — Discussion and/or Action

21 Tax Initiative Considerations in the April 2019 Election

A. Tax Initiative Considerations in the April 2019 Election — Discussion and/or Action

22 Report from City Administration — Information

A. City Manager

B. City Attorney

C. Correspondence Incoming/Outgoing

23 Adjournment

CITY OF GLENWOOD SPRINGS

Engineering Department

Engineering Department

Jessica Bowser Asst. City Engineer

Date: January 17, 2019

To: City Council

Re: LoVa Trail Planning

The Engineering department has been evaluating the Lower Valley (LoVa) Trail across the Chatfield Property and would like some guidance on how to proceed. The design for the connection from West Glenwood Springs to South Canyon has been completed for some time, with smaller sections already being constructed. These plans were abandoned when costs came back higher than anticipated in the late 2000's.

In 2016, the City considered a connection to the Chatfield Property, south of the Colorado River, in an effort to utilize this space. At that time, the estimates showed that utilizing this property increased the project cost approximately $350,000 to $520,000 (See attachment, dated April 5th, 2016). The City moved forward with this idea, pursuing a Federal Lands Access Program (FLAP) Grant and a GOCO Connect Planning Grant. While we were not able to secure a FLAP grant, we were successful in obtaining the planning grant and have been moving forward on design with this funding.

The original Planning Grant was for the 30% design plans, which have been completed for some time. Since grant funding remained at the time of 30% design plan completion, we have been trying complete soil testing for the abutment designs of both bridges and move the plans further. This soil testing required a crossing of the UPRR and through this process, we learned that the crossing would be more difficult to obtain than originally thought. While our design plans can be adjusted to assume soil testing at the time of installation, this crossing will be vital for the construction of this section of trail.

SGM has been researching the UPRR permitting and the permitting necessary would take four (4) to five (5) months and have an expiration after two (2) years. This permitting would cost approximately $50,000 to $100,000. To update the plans completed in 2005 and renew the clearances necessary for the full connection to South Canyon would take approximately three (3) to six (6) months. Timing of these updates and permitting will be critical, as these do have an expiration date.

Staff would like guidance on if we should continue with the proposed alignment, revert back to the original alignment, or consider other options before taking the plans to completion and start the permitting process.

101 West 8th Street, Glenwood Springs, CO 81601 (970) 384-6400 FAX (970) 945-8582
jessica.bowser@cogs.us

The Chatfield Option to South Canyon has an estimated cost of $2.54 million (not including the UP permitting necessary). The I-70 cost is estimated at $2.3 to $2.7 million.

For the connection from West Glenwood to Canyon Creek to meet the already planned trail connection at Storm King Memorial Trail Head, a FLAP Grant for approximately $28 million dollars would have to be pursued. The FLAP Grant has a match of 17.21%, which totals almost $5 million for the full connection to the Storm King Memorial Trail Head. Because of this large match amount for the full connection to Storm King, the City elected to submit an application that only included a connection from West Glenwood Springs to South Canyon in 2016 to reduce the City's match obligation to a more reasonable amount.

Staff would also like guidance on what we would like to fund/pursue, if anything, for FLAP funding this cycle.

TO: **Larry Dragon, LoVa**
Terri Partch, CoGS
Tamra Allen, GarCo

FROM: **Dan Cokley, SGM**

DATE: **April 5th, 2016**

RE: **South Canyon Trail – Chatfield Alignment Alternative**

We met on February 29, 2016 as a larger group to discuss the completion of the South Canyon Trail segment between the West Glenwood end of the trail and the 1500 ft. existing segment just east of South Canyon Rd, approximately 9900 ft., at a 2012 estimated cost of $4.5 million. We specifically met to determine the capacity of local governments to champion the project for the current GOCO grant process.

During the meeting, the option of using the Chatfield property, located between the Colorado River and the UPRR tracks, near the new CoGS WWTF location in West Glenwood Springs for a portion of the trail was discussed. The idea resonated with several folks and was deemed worthy of a cursory conceptual cost analysis.

Attached is an aerial image of the proposed route, using two Colorado River bridges to access the property. The east bridge (280 ft.) would be located just west of Mitchell Creek from the existing trail, cross the River to the Chatfield parcel and follow that property (2600 ft.) until the River and the UPRR ROW converge to force another bridge crossing (260 ft.) back into the I-70 corridor and the currently planned trail alignment.

This option would eliminate some 2300 ft. along the I-70 corridor in an area where the planned trail construction is most difficult with 10 ft. plus MSE retaining walls through most of the alignment as well as the trail location immediately behind eastbound guardrail.

There are several other factors to consider other than cost for this alternative analysis that is not considered in this memo. A few of those considerations are use of the Chatfield property, trail experience and accessibility, schedule, and abandonment of the a portion of previously built trail adjacent to the West Glenwood WWTF for example.

An Order of Magnitude cost estimate for each alignment option is outlined below:

- **Original Trail Option**
  - 2300 ft. of trail estimated at $1000-$1200 per ft.
  - **$2.30-$2.70 million**

- **Chatfield Trail Option**
  - 2600 ft. of trail estimated at $150 per ft.
  - 540 ft. of bridge estimated at $300-$375 per ft.
  - Design, Engineering and Permitting at 15%
  - **$2.65-$3.22 million**

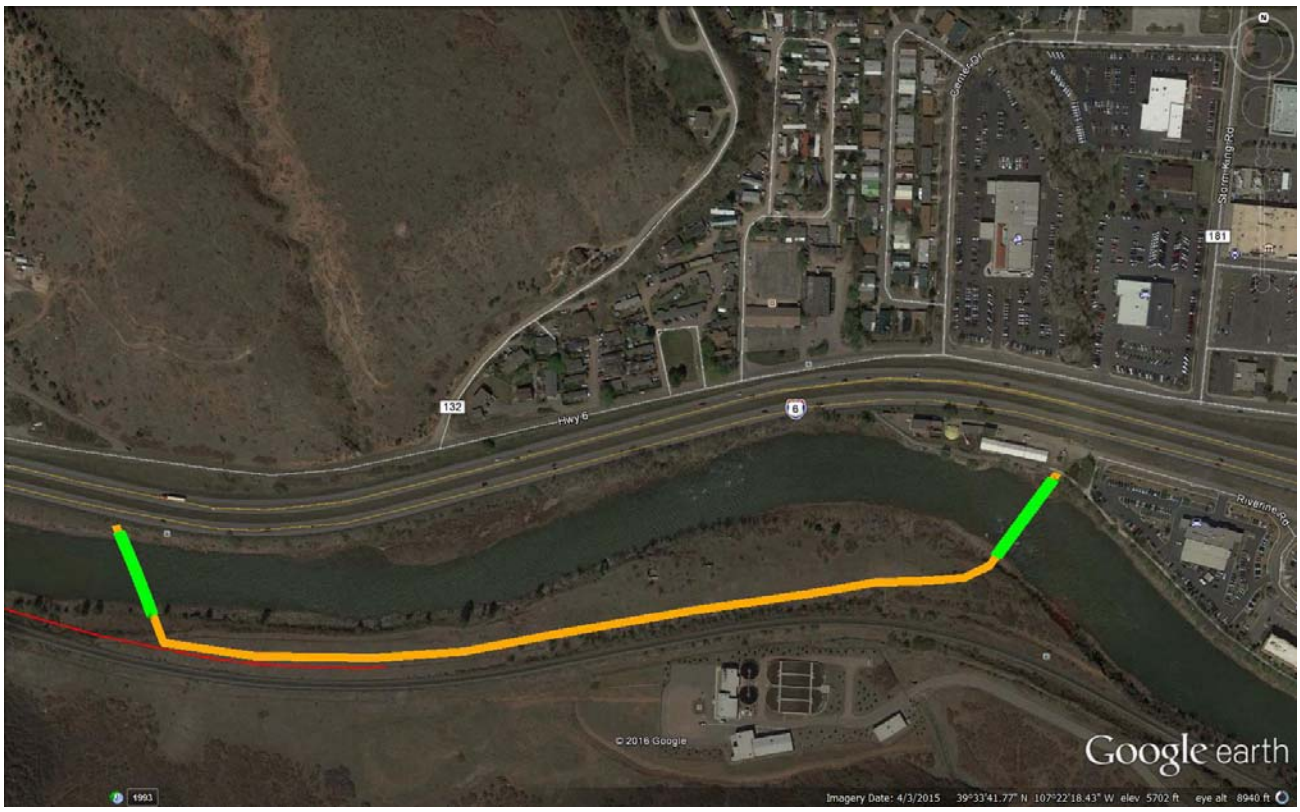
This Order of Magnitude estimate is based upon previous estimates prepared for the South Canyon Trail in 2012 and factored using more recent cost information. This

estimate was prepared on the basis of SGM's experience and qualifications and represents SGM's judgment as a professional generally familiar with the industry. However, since SGM has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SGM cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from this estimate.

At this conceptual level, it appears the cost difference generally lies within about 15% for each alternative, or the cost of redesign of the potential Chatfield alternative.

The option of using the WWTF access corridor and bridge / underpass to cross the UPRR was not specifically explored. But, in general I believe that option will be more expensive than a Colorado River bridge crossing near Mitchell Creek. In addition, the UPRR option will have additional negative impact to both the property (due to the extent of grading required for grade separation) and the schedule to permit a crossing.

Please do not hesitate to contact me with any questions.



Orange – trail option
Green – bridge location
Red – UPRR ROW (approx.)

Storm King Fire Memorial Trail

West to New Castle trails
1. Elk Creek/Centennial Trail
2. Hadley Gulch

Proposed LoVa Trail

Proposed LoVa Trail - Phase Three

South Canyon Proposed Trails (RFMBA)

Mitchell Creek Trail

Transfer Trail

East to No Name
1. Glenwood Canyon Recreation Path
2. Eagle County - Eagle Valley Trail
3. Hanging Lake Trail

Wulfsohn Trails

Red Mountain Trails

Rio Grande Trail to Aspen

Boy Scout Trail

Doc Holliday Trail

Atkinson Trail

Glenwood Springs Regional Trails
Proposed LoVa Trail
South Canyon Proposed Trails
Trailheads
COGS Owned Property
BLM Property
Parcel Boundary
City Boundary
Rivers
Streets
Private Road, Trail

LoVa Regional Trail - FLAP Grant

0 1,100 2,200 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.cogs.us/
Author: JKoenig, Date: 05/19/16
N:\GIS\GIS_Projects\Public Works\Engineering\LOVA_FLAPGrant_051916.pdf

Graphic Scale

0 100 200 400

In Feet: 1" = 200'

Cofferdam to access north side bank

Cofferdam to access north side bank

WEST GLENWOOD WWTP

WEST END OF EXISTING SOUTH CANYON TRAIL

INTERSTATE 70 4 LANE DIVIDED HIGHWAY

PROPOSED SOUTH CANYON TRAIL PHASE 3 CONNECTION STA. 1+11.23 CHATFIELD = STA. 76+44.39 SOUTH CANYON

BRIDGE #2 SINGLE-SPAN 265.00 LF

CDOT ROW

CHATFIELD RANCH ANNEX. TO COGS

PROPOSED FISHING ACCESS

PROPOSED CHATFIELD TRAIL

BRIDGE #1 SINGLE-SPAN 252.55 LF

Access for bridge / crane / construction

CITY OF GLENWOOD SPRINGS WWTP

CHATFIELD ANNEX. PROPERTY LINE

UNION PACIFIC RAILROAD ROW

UNION PACIFIC RAILROAD

CHATFIELD RANCH ANNEXATION
TO THE CITY OF GLENWOOD SPRINGS
109.298 ACRES +/-
LESS 14.311 ACRES OF RR ROW
= 94.987 ACRES

A:\2005\2005-542 LOVA\008-CHATFIELDTOSTORMKING\H-DWGS\CIVIL\PS-SHEETSET\OVERALL.DWG Plotted: 12/8/2017 8:52 AM By: Anthony Alfini

Computer File Information	
Print Date:	12/8/17
Last Modification Date:	4/25/2017
Drawing File Name:	Overall
Autocad Ver. 2016	Scale: As Shown Units: English
SGM Project No.:	2005-542.008 Quality Control: MDF

Sheet Revisions			
Rev.	Date	Comments	Init.
1			

SGM
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Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

As Constructed	
No Revisions:	-
Revised:	-
Void:	-

Chatfield Connection to South Canyon Trail
Overall Site Plan

Engineer:	DJC	Structure	-
Drawn By:	AWA	Numbers	-
Sheet Subset:	Overall	Subset Sheets:	1

Project No./Code	
No.:	___
Code:	___
Sheet Number:	10

Memorandum

STROMBERG™ GARRIGAN & ASSOCIATES, INC.
Landscape Architects & Planners
300 E. Main Street, Suite 1400, Norfolk, VA 23510
Ph: 757.228.1962 Fax: 814.444.0484

PROJECT: **U.S. EPA Area-Wide Planning Project**
PROJECT #: **17013**
DATE: **January 9, 2019**
FROM: **Sean Garrigan, AICP, ASLA (SGA)**
TO: **City Council & Project Steering Committee**
CC: **Debra Figueroa, Jenn Ooton, T. Stromberg (SGA)**
SUBJECT: **Final Confluence Area Redevelopment Plan Alternatives and Evaluations**

The memorandum summarizes the three schematic plan alternatives developed for the Confluence Area under the U.S. EPA Brownfields Area-Wide Planning effort. As discussed with the City Council previously, the recommendation to produce three alternatives was based on several key factors:

1. Significant additional physical and regulatory design variables that surfaced after the presentation of the Conceptual Reuse Plan in the Spring of 2018. These variables mostly related to the discovery of additional, previously unknown underground utilities, significant factors related to the RFTA right-of-way (ROW) as result of multiple follow-up meetings including with RFTA's rail counsel, and special design parameters related to the County's jail facility and courthouse.
2. The potential for several different courses of action that could be pursued as a result of the factors described under #1 above, but cannot determined within the timeline of the completion of this planning effort within the grant timeline.
3. The value to the City in having an understanding of the potential benefits and limitations of the various options in terms of several over-arching decision-making considerations, including but not limited to: costs, timeframe, qualitative outcomes, and short and long-term economic costs versus benefits.

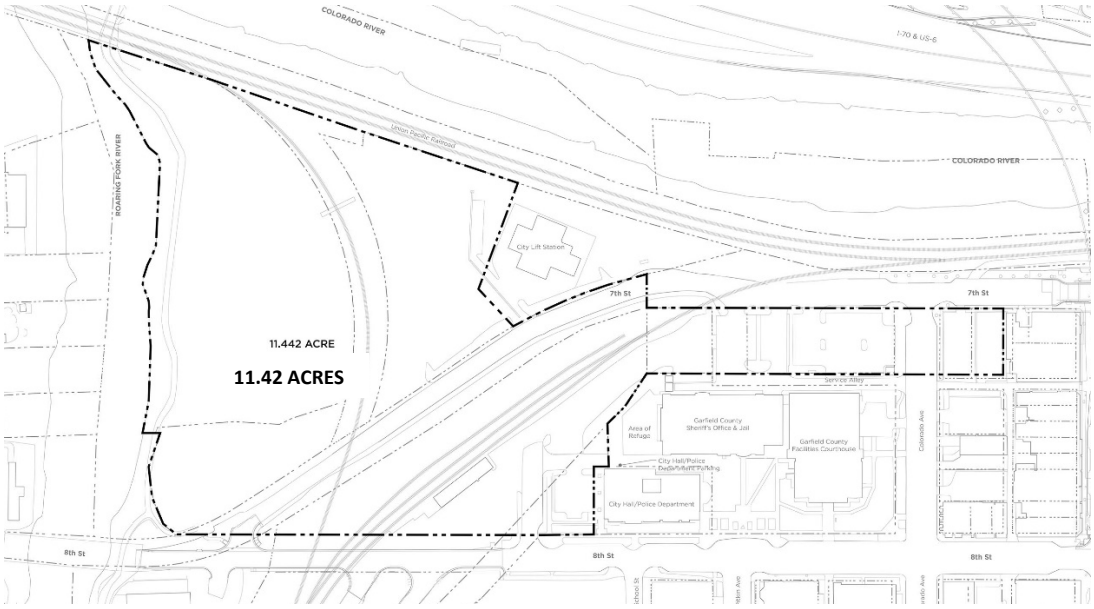
All of the alternatives were based on achieving the vision and goals determine through the planning process. The ability to achieve these and other benefits as well as potential limitations are described for each plan alternative.

We believe it is not a requirement that a "preferred" plan alternative be identified as an element of the Brownfields Area-Wide Plan (AWP) report. Instead, a series of universal recommended actions and projects will be described which in themselves will require significant effort on behalf of the City most likely in advance or with private development. This memorandum and the AWP report to follow can support the City's efforts to solicit private sector development proposals and to negotiate a preferred development scenario based on market-driven feedback from the private sector.

A few specific factors are important to note related to the development of these plan alternatives including:

A. Various approaches were taken related to the RFTA ROW. In addition to physical modifications to the ROW boundaries and the berm, various scenarios for freight or passenger rail were considered and depicted.
B. Each of the alternatives takes into account issues related to flooding and the need for resiliency.
C. The desire for a multi-use trail "flyover" of 8th Street to enhance the Rio Grande Trail, as well as a bicycle-friendly connection from the riverside into downtown, were included.
D. All alternatives assume a 50' setback from the ROW line is not required for residential uses along the inactive RFTA ROW but is required from the UPRR active ROW.
E. The inclusion of affordable housing units is considered in each alternative and is reflected in the unit yield counts.

F. The accommodation of various safety, regulatory, functional, and procedural-related requirements provided by Garfield County associated with any future modification to their complex.
G. Potential building heights are listed in the yield tables to show how they relate to the requirements of the recently adopted zoning ordinance.



Approximate development area used as the basis of developable land calculations. It includes both City and County-owned properties.

The conclusion of this effort illustrates that all three alternatives provide a significant amount of new development square footage as an extension of the downtown, although the ultimate range of the total square footage for each alternative varies widely; ranging from approximately 260,000 SF to 500,000 SF of total building space. Specific development program yields range from approximately 100 to 300 residential units, 76,000 SF to 113,000 SF of new commercial/retail space, and a 35 to 50 room boutique hotel. Schematic Reuse Plan alternatives and corresponding Development Parcel Maps with proposed development lots and area calculations are provided at the end of this memo and referenced throughout.

In the end, the best course of action moving forward will be determined as the City weighs the costs to gain greater development yield against the long-term economic and tax benefit from the additional development created for those costs. The AWP can serve as a basis to evaluate private development proposals based on parameters defined by the plan alternatives. It will also aid the City analyzing, in detail, the true cost-benefit of the three plan alternatives and therefore the likely real costs, especially for cost-intense items such as the modifications to the existing RFTA ROW north of 8th Street. In addition, there is the ability to mix some of the flexible recommendations of the three alternatives based on other potential driving factors, which could include items such as:

A. The ability to work-out agreements with the County to develop mixed-use buildings of their properties along 7th Street and create the needed activity connection between the downtown and the Confluence.
B. The operational and ridership evaluations by RFTA as to which location is most suitable and the type facilities required for a transit center (including the need for a park-and-ride facility).
C. More detailed feasibility and traffic analysis regarding the preferred location of a parking structure and the locations impact on levels-of-service.
D. The potential build-out of the Vogelaar Park development and its needs as it relates to the Confluence, for items such as parking supply, connectivity, and the future character of 8th Street.

Alternative A – This alternative is the refinement of the Conceptual Master Plan presented at the March 2018 public meetings and could be considered the "middle ground" alternative in terms of development yield and the ability to achieve the overall community-desired character for the area. The approach of this alternative works with the RFTA ROW and to create a logical interconnected city block/street structure. This is important in the creation of an urban design relationship between the development that occurs at the Confluence and the existing character of the downtown. The two places will clearly be distinct, however, the ability to formulate a sense of street blocks with intersecting streets and multiple ways to circulate are both critical elements in forging a strong relationship between the two and also to promoting walkability. Street blocks, especially short distances, are effective in creating a sense of walkability because they provide pedestrians with a sense of progress, i.e. getting somewhere they can see in the distance, as they walk.

Key Design Parameters

1. **RFTA ROW –** The ROW remains at 55' wide as it was originally and how it is depicted in the City's GIS data as provided to SGA. This would require a transfer back from RFTA to the City of several slivers of property along the river side of the ROW. In this scenario a future restoration of a single-track freight rail line with a parallel multi-use trail as a "flyover" via the berm, is shown. This would create a rail-and-trail scenario and an improved routing of the Rio Grande Trail through the Confluence.
2. **County Complex -** The alternative is updated to include requirements provided by Garfield County regarding the Courthouse and Sheriff's/jail complexes. Specifically, it adjusts the layout of frontage buildings along 7th Street on lot 9 (see Alternative A Development Parcel Diagram) to accommodate the specific safety, access, parking, and utility conditions within the government complex block.
3. **Structured Parking -** The parking structure is proposed on County-owned land at the intersection of 7th Street and Colorado Avenue.
4. **Street Pattern/Vehicular Circulation -** The concept of a proposed street "grid" is maintained as previously presented, via the Defiance Avenue extension to the riverfront. This plan alternative assumes that the vertical clearance of the Defiance Avenue extension under the rail line can be achieved. The feasibility can only be determined, however, by performing a detailed engineering study of both the future top of rail elevation based on railroad engineering requirements in terms of grade, and in this rail scenario, the ability to meet the existing railbed grade of the UPRR. This determination will also be a function of the site regrading required to accommodate the extension of Defiance Avenue towards the river. The approach looked at the ability to lower the grade of Defiance Avenue as much as possible, at the point it crosses the RFTA ROW to gain overhead clearance, understanding that flooding issues will also need to be considered if the grade is too low.
5. **Utilities –** This plan alternative takes the approach that conflicts with existing underground utilities are avoided so the location and shape of lots and buildings respond to the location of underground utilities. These determinations, however, as based on a combination of actual site survey information combined with GIS data, so a comprehensive site survey locating all of the underground utilities will be needed to fully validate the plan's configuration.

Development Yield

An estimated development yield, by building and end use, was generated to determine the potential development that can be achieved. This alternative yields a moderate level of development when compared to Alternatives B and C.

Alternative A - Development Yield Table

Map Key	Uses	Building Footprint S.F.	Stories/ Levels	Commercial S.F.	Total S.F.	Dwelling Units	Notes
A	Boutique Hotel	11,390	4	3,000	45,560		40 - 45 Unit Hotel over lobby, retail, and parking. Total Building Height 42'.
B	Mixed-Use: Multi-Family Housing & Limited Commercial/Retail	6,930	5	3,000	37,650	24	Ground Floor retail with building ammenities for the remainder. Total Building Height 52'.
C	Mixed-Use: Multi-Family Housing & Commercial/Retail	11,240	5	8,000	64,200	30	Ground Floor retail with building ammenities for the remainder. Stepped building grade will require retail on 1st and 2nd levels. Total Building Height 52'.
D	Mixed-Use: Town Houses & Commercial/Retail	6,800	3	4,000	17,090	10	Park level resturant/retail. Two story loft-style townhouse units above. Total Building Height 32'.
E	Mixed-Use: Multi-Family Housing & Limited Commercial/Retail	9,670	4	1,800	38,680	24	Units overlooking semi-private terrace
F	Mixed-Use: Multi-Family Housing & Limited Commercial/Retail	19,380	5	3,200	96,900	60	Parkside dining/ entertainment/commercial
G	Commercial/Restaurant	6,000	1	6,000	6,000		Signature riverfront dining venue with river access.
H	Mixed-Use: Multi-Family Housing & Commercial/Retail	4,800	4	2,000	19,200	15	Four signature units per floor on the upper three floors.
I	Commercial/Retail	5,400	1	5,400	5,400		This could be a private recreation entertainment venue, like a beer or banquent hall.
J	Mixed-Use: Affordable Housing & Commercial/Retail	4,800	5	4,800	24,000	24	Total Building Height 52'.
K	Mixed-Use: Affordable Housing & Commercial/Retail	9,780	4	39,120	39,120	39	Total Building Height 42'.
L	Commercial/Retail	2,000	1	2,000	2,000		Simple one-story infill. Due to Sheriff/Jail Complex, rear acess very limited.
M	Commercial/Retail	2,400	1	2,400	2,400		Simple one-story infill. Due to Sheriff/Jail Complex, rear acess very limited.
N	Commercial/Retail	1,700	1	1,700	1,700		Simple one-story infill. Due to Sheriff/Jail Complex, rear acess very limited.
O	7th and Colorado Parking Garage w/Retail	8,220	1	8,220	8,220		Ground Floor retail arcade under parking along 7th Street.
P	7th and Colorado Parking Garage w/Retail	3,650	1	3,650	3,650		Ground Floor retail arcade under parking along 7th Street.
Totals		114,160		98,290	411,770	226	

Plan Benefits

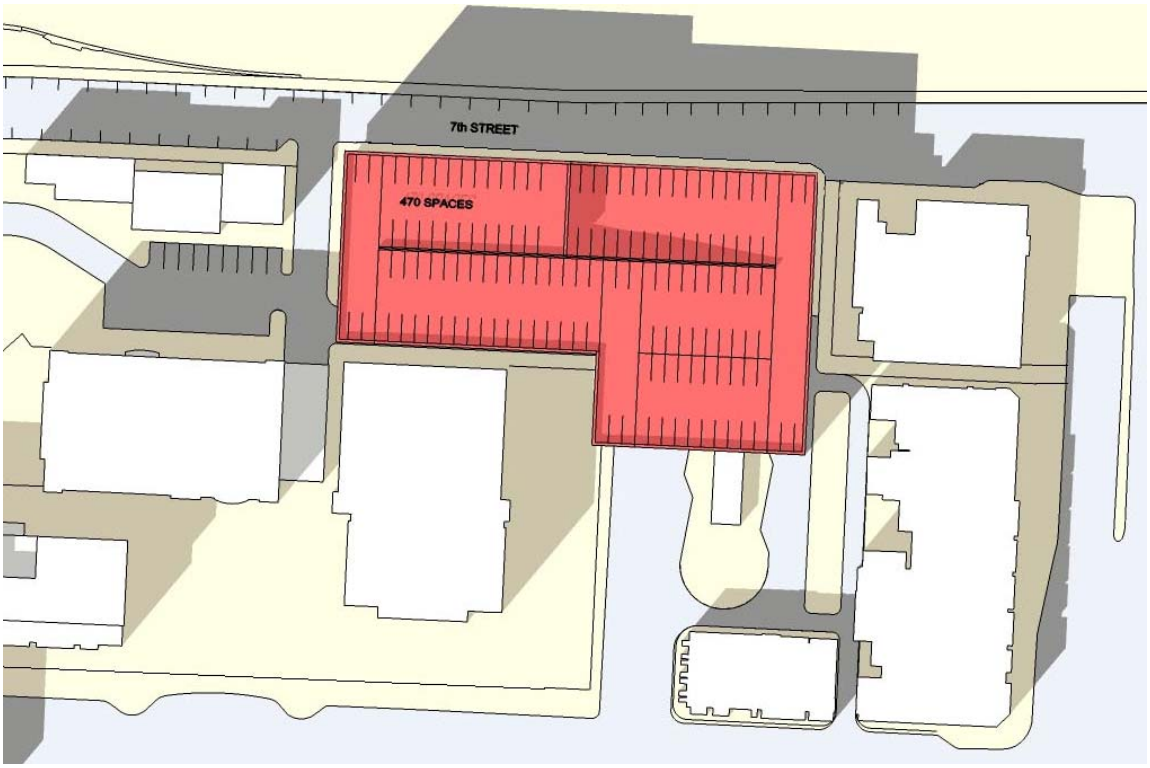
1. **Overall Urban Form & Street Pattern –** The "form" of the development is primarily a response to the street pattern upon which the development is structured. In this alternative a logical and complete block structure is achieved by extending Defiance Avenue down, descending towards the river and underneath the RFTA ROW. A new "events" street would be created (referred to as Riverside Drive on the plans) that parallels the Roaring Fork River. This street provides a valuable vehicular and emergency vehicle connection to buildings and creates a clear distinction between the public riverfront and the private development.

   Beyond the street pattern, the layout of public spaces provides a secondary organizational structure to the area. The concept focuses on pulling public space into the development from the river, with an Events Green in the lower area of the development (riverside of the berm), and extending up, underneath a widened structure providing continuity for the rail, and along 7th Street towards the downtown. The linear alignment of the public space is placed on top of the underground utilities along 7th Street.
2. **Connectivity to Downtown –** As with all of the alternatives, Alternative A focuses on 7th Street as the primary connection corridor between the downtown and the Confluence. The metric of this connection is the ability to load the corridor with ground floor commercial/retail uses and an inviting pedestrian realm, including signature places (or moments) along the way. Travelling from Grand Avenue, a pedestrian arcade would be created along the sidewalk underneath the structured parking along the south side of 7th Street on both sides of Colorado Avenue. Special architectural care will be needed to make this a special and inviting space. Further down 7th Street from the intersection of Defiance Avenue and the berm, there would be a variety of ground floor retail spaces, as well as public space amenities, including the lobby entrance to the hotel and outdoor staircase to the quadrangle of buildings created by buildings A, B, and C on lot 1. The

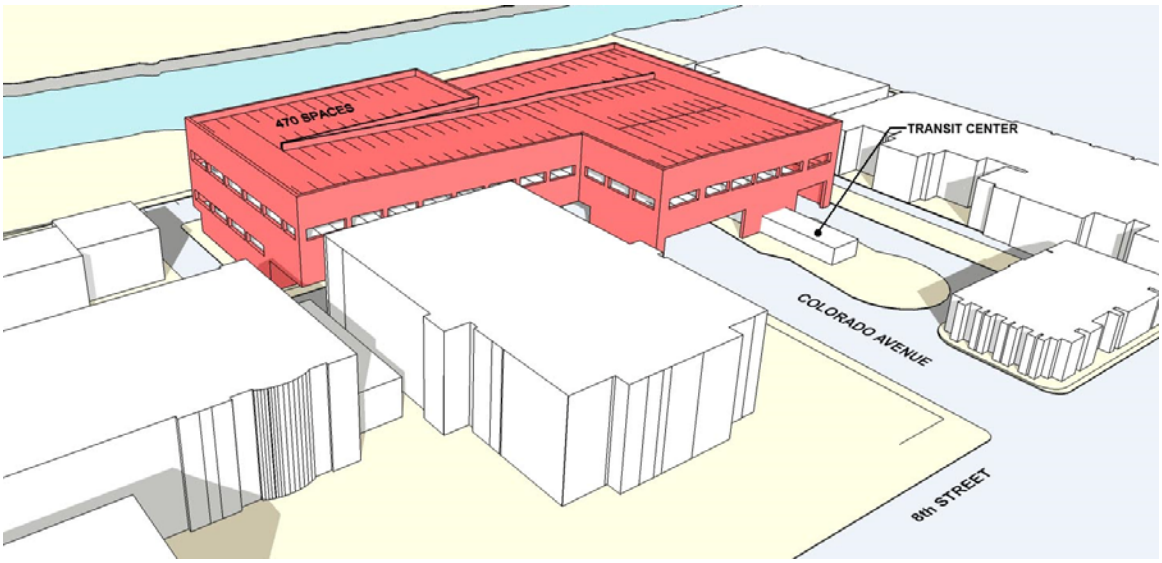
ability to have a generous ground level opening underneath the rail line towards the river will be important from a functional and visual standpoint. The concept focuses on the idea that as pedestrians travel down 7th Street the public spaces continually widen until they crescendo at the river's edge.

3. **Relationship of Development to the Riverfront –** The concept allows buildings fronting along the riverfront to have varied setbacks and scales in order to provide greater visual variability. Building F is depicted as the tallest building, located in a way that it creates a backdrop as one views the area from Riverside Drive and blocks views of the active UPRR railroad and the berm. The treatment of the landscape from the river's edge could vary from highly naturalized to more manicured, the further away from the river the spaces are located. At the core of the area, Riverside Drive should be thought of not as a street, but as a public plaza that allows for vehicles to traverse when not used for events. The extension of Defiance Avenue to Buildings E and F would allow for Riverside Drive to be closed for events north of 7th Street, and still provide resident and emergency vehicle access to the buildings.
4. **Public Space –** This plan alternative proposes that all of the land between the river and Riverside Drive remain in public ownership. Building G could either be a leased pad to a private developer/business or be developed by the City with leased tenancy. All of the remaining public open space would be privately developed and maintained with the stipulation of public access.
5. **Parking Supply and Service –** This plan alternative focuses on creating one large parking structure, integrated into a downtown transit hub, at the intersection of Colorado Avenue and 7th Streets. The plan allows for the creation of 470+ space garage with ground floor retail along 7th Street and a transit center along Colorado Avenue. It also provides for the ability to setback the structure from rear windows of the County Courthouse. A large parking facility in this location would serve the historical core of downtown, the City and County Complex, and the new development at the Confluence.
6. **Major Centralized Downtown Transit Center(s) –** There is a desire by the City and RFTA to create a downtown transit center. In the preparation of the reuse alternatives several factors were considered including: the ability to locate a facility that would be functionally efficient in terms of transit operations (i.e. easily accessible by the primary transit routes along Grand Avenue and 8th Street); the ability to have signalized access to allow for signal preemption to maintain schedules and headways; and especially important, be geographically convenient to serve all of the downtown and the Confluence. The proposed location on the existing parking lot along Colorado Avenue between 7th and 8th Streets achieves all of these locational criteria. With the proposed integration of the large parking structure with the transit center, the ability to provide park-and-ride facilities at this location is also possible.

   In addition to the bus transit center, this plan depicts a potential elevated light rail transit station on the top of the berm. This would make the Confluence a highly functional transit-oriented development, with excellent rail and bus transit within an 1/8 mile walk of the entire development and downtown.



Plan view of parking structure spaning Colorado Avenue and incorporating a potential RFTA Transit Center.



Oblique view of parking structure spaning Colorado Avenue and incorporating a proposed RFTA Transit Center.

7. **Ability to Phase Development –** This plan alternative provides for a highly flexible phasing of development. Buildings A, B, and C located on lot 1 could be advanced towards development with the only major limiting factor being the environmental status of the site as a former railroad property. Prior to development, Defiance Avenue from 7th to 8th Streets will need to be upgraded. In order for the new development to accommodate the grade changes from the high point at the intersection of 8th Street and Defiance Avenue to the lot's frontage along 7th Street, the entire roadway system within the Confluence should be engineered to a level to determine that all

grading related to the underpasses meets design requirements. 7th Street and the portion of Defiance between 7th and 8th Streets will need to be constructed.

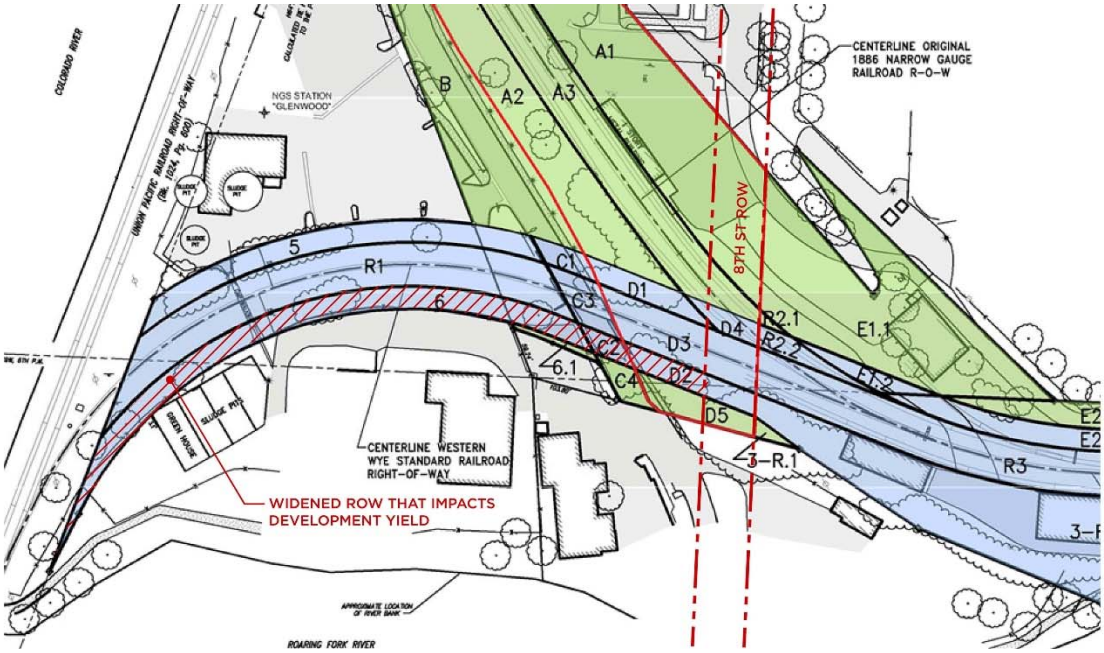
As with all three alternatives, buildings K through N, on lots 2 and 9 should be advanced to create continuous development along 7th Street from the downtown to the Confluence.

Development of lots 5, 6, and 8 will necessitate the acquisition of private property, either by the developer directly or by the City. The proposed Riverside Drive would bisect the private property.

8. **Existing Utilities –** Based on the information provided, this plan configuration would not require any significant relocation of underground utilities.

Plan Limitations

1. **Reduction in RFTA ROW Width –** The awkward shape of lots of 5 and 8 makes them challenging to develop. The ability to obtain the additional parcels amended to the RFTA ROW to create the 100' width provides great value in achieving additional building yield, especially on lot 5.



Area hatched in red depicts widened RFTA right-of-way that has a major impact on the development potential of land on the riverside of the berm (Base exhibit fram Intergovernmental Agreement Between the City of Glenwood Springs and the Roaring Fork Transportation Authority to Acquire Easements and Develop Transportation Infrastructure).

2. **Modification to RFTA Berm –** In order to create a street grid, two underpasses of the railroad are required. The underpass at 7th Street is proposed to be significantly widened, likely achieved by two bridge spans with a central pier. A new underpass would be required at the location were the Defiance Avenue is extended to meet the proposed Riverside Drive.
3. **Existing Utilities –** Keeping the underground utilities in the current configuration reduces the overall development potential of this layout. If some utilities can be relocated, the footprints of buildings H and I may be increased. In addition, the recently identified sewer line paralleling the UPRR ROW on lot 3 precludes the ability to create a practical parking structure in this location, as previously proposed. This plan alternative depicts a potential light rail transit station in the center of the Confluence on top of the berm. Ideally, if a parking structure could be located on lot 3 it would have provided park-and-ride facilities with direct access to platform elevation.

Alternative B – This alternative considers the potential future elimination of the RFTA ROW, i.e. removal of the berm entirely from 8th Street to the UPRR ROW. The elimination of this major physical impediment, especially due to its central location and awkward shape, allows for a dramatically different development in terms of character, efficiency, and density, all of which are greatly improved in this plan alternative.

Key Design Parameters

1. **RFTA ROW –** This alternative explores the potential value of eliminating the RFTA ROW north of 8th Street and the berm within it.
2. **Structured Parking -** A parking structure is located adjacent to the City Building, at Defiance Avenue and 7th Street. A percentage of the parking within this structure could be dedicated to the Vogelaar Park redevelopment south of 8th Street as well as serving the City and County Complex.
3. **Street Pattern/Vehicular Circulation –** A street pattern that extends and replicates the typical block dimensions and pattern of the downtown is utilized as the basis of the street grid and the urban block form.
4. **Rail Transit -** This alternative is based on a future rail transit line and station terminating at 8th Street and the RFTA ROW.
5. **Utilities –** This alternative assumes that significant utility relocation would be possible and therefore, not a limiting constraint.

Development Yield

Alternative B - Development Yield Table

Map Key	Uses	Building Footprint S.F.	Stories/ Levels	Commercial S.F.	Total S.F.	Dwelling Units	Notes
A	Mixed-Use: Multi-Family Housing & Commercial/Restaurant	13,550	5	6,000	67,750	40	Ground Floor retail with building ammenities for the remainder. Total Building Height 52'.
B	Mixed-Use: Multi-Family Housing & Limited Commercial/Retail	13,200	5	11,200	66,000	40	Ground Floor retail with building ammenities for the remainder. Total Building Height 52'
C	Mixed-Use: Multi-Family Housing & Commercial/Restaurant	14,400	5	12,600	72,000	48	Ground Floor signature riverfront dining with dock and building ammenities for the remainder. Total Building Height 52'.
D	Mixed-Use: Multi-Family Housing & Commercial/Retail	16,545	5	12,000	79,725	56	Ground Floor retail with building ammenities for the remainder. Could have retail on 2nd floor facing courtyard. Total Building Height 52'.
E	Boutique Hotel & Commercial/Restaurant	7,690	5	1,500	38,450		35 - 40 Room Hotel with Ground Floor Lobby and Retail. Total Buidling Height 52'.
F	Mixed-Use: Multi-Family Housing & Commercial/Retail	9,200	4	7,000	36,800	24	Ground Floor retail with building ammenities for the remainder. Could have retail facing courtyard. Total Building Height 42'.
G	Mixed-Use: Multi-Family Housing & Commercial/Retail	6,600	4	3,000	26,400	24	Ground Floor retail with building ammenities for the remainder. Could been affordable units which would increase unit yield. Total Building Height 42'.
H	Mixed-Use: Multi-Family Housing & Commercial/Retail	6,000	4	2,800	24,000	21	Ground Floor retail with building ammenities for the remainder. Could been affordable units which would increase unit yield. Total Building Height 42'.
I	Mixed-Use: Affordable Housing & Commercial/Retail	11,110	4	9,000	44,440	27	Ground Floor retail with building ammenities for the remainder. Total Building Height 42'
J	Commercial/Retail	4,000	1	4,000	4,000		
K	Commercial/Retail	2,400	1	2,400	2,400		
L	Commercial/Retail	1,700	1	1,700	1,700		
M	Commercial/Retail	2,400	1	2,400	2,400		
N	Commercial/Retail/Office	7,500	3	22,500	22,500		Ground floor retail with office space on two floors above. Could provide office space for County Complex. Total Building Height 32'.
O	Commercial/Retail/Office	5,000	3	15,000	15,000		Ground floor retail with office space on two floors above. Could provide office space for County Complex. Total Building Height 32'.
Totals		121,295		113,100	503,565	280	

Plan Benefits

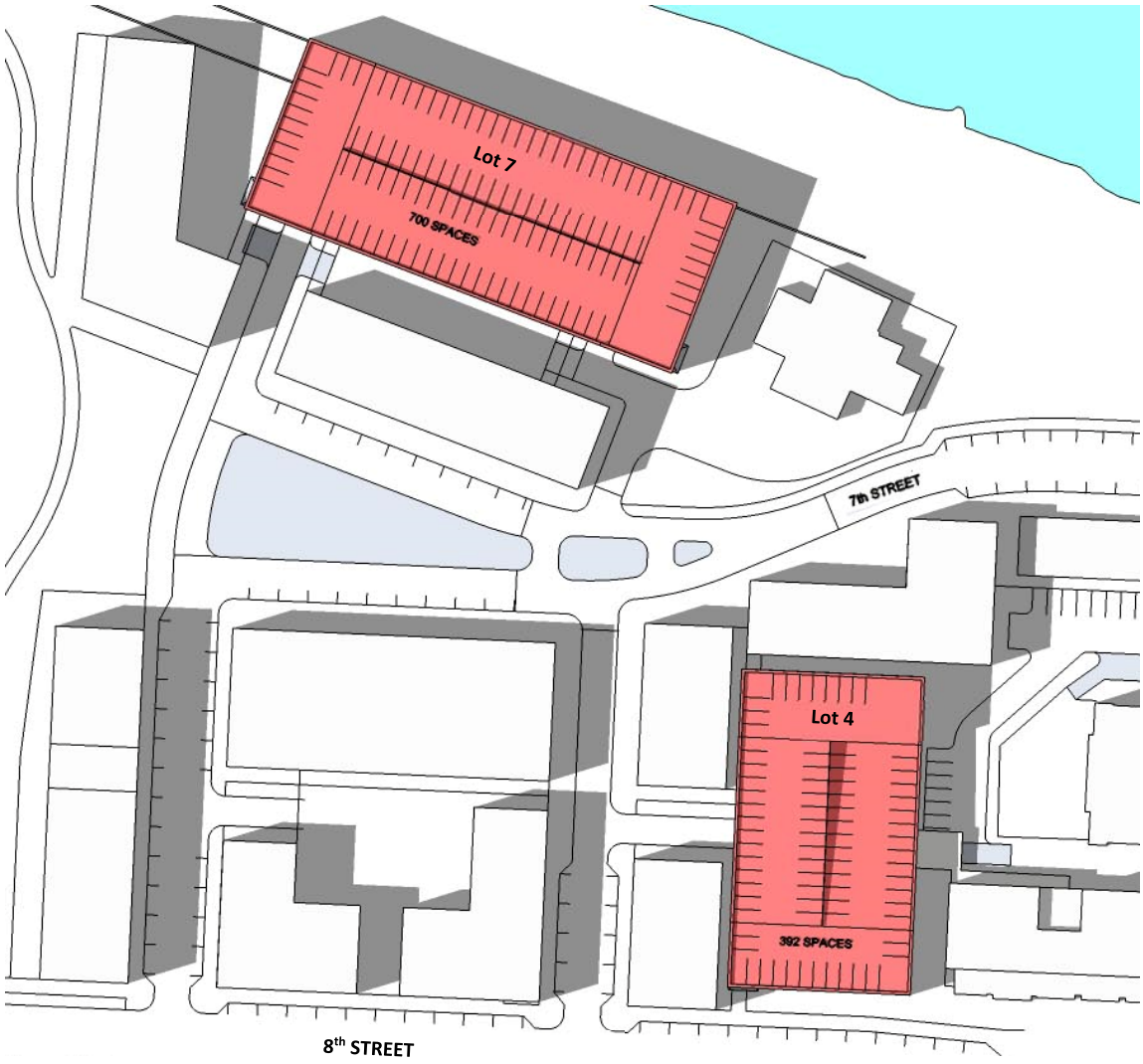
1. **Overall Urban Form & Street Pattern –** What the community expressed that they desired is the creation of a neighborhood that evokes a consistent character of Glenwood Springs' downtown, yet also takes advantage of unique aspects of the Confluence. In essence, this means - unique yet complimentary. Once the berm and its related impacts are removed from the equation, a geometry that follows the traditional form and pattern of the downtown can be easily extended into the area. A major opportunity that opens up in this alternative is the ability to relocate Defiance Avenue to the west, aligning it with the proposed north-south street on the Vogelaar Park site and making blocks along 8th Street that are closer to the typical 250' east-west length.

   At the point that 7th Street intersects with Defiance Avenue; a central cobblestone courtyard can be created as a defining urban design entrance feature. From this point, a triangular public space expands towards the riverfront. This central public space could be lined with mixed-use buildings creating a well-organized development plan focused on a logical progression of public spaces. This approach provides for abundant and flexible opportunities for special events and daily use by local residents. In essence the space would function as a formal central square and transition into a naturalized park experience as it progresses to the river's edge.

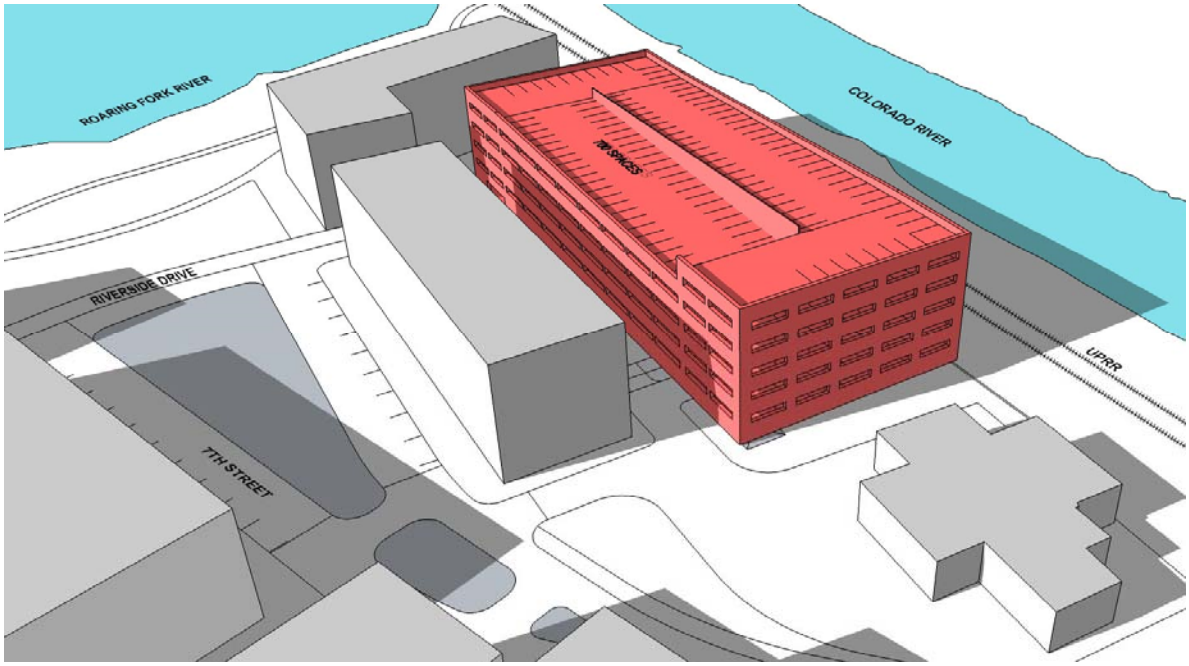
   Another benefit of the elimination of the berm is the ability to fully engage 8th Street with active and vibrant ground floor frontage. Due to the grade implications of the berm, it would be very difficult to create an activated retail and pedestrian realm along this frontage in other scenarios. In this case, the 8th Street frontage could be a "complete street" from an urban design perspective with ground floor retail storefront. In this scenario a central median along 8th Street is less desirable in order to reduce the width of the street to promote the relationship of development on both sides of the street.

   Finally, the resultant street layout creates numerous rectilinear development lots (see Alternative B Development Parcel Diagram) that form efficient development parcels of varying sizes.
2. **Development Yield –** This plan alternative provides the greatest potential development yield compared to alternatives A and C, for both housing units and commercial/retail square footage.
3. **RFTA ROW –** With the elimination of the RFTA ROW and the berm within it, the most ideal location and configuration of streets and circulation through the area can be achieved. Not only does this plan create a highly functional street pattern for traffic flow, it provides for highly efficient block dimensions. This results in a denser development in a manner that does not feel out of proportion or scale with its context. The cost per foot to constructed many of the buildings would also likely be lower because larger footplates with simple geometries can be achieved. It also allows for substantial buildings to be located as bookends in a highly valuable location near the riverfront, yet provides the opportunity for an expansion stretch of public open space to extend back from the riverfront into the core of the development, along the 7th Street axis.
4. **County Complex –** All of the criteria provided from the County related to its complex are accommodated. As a result of shifting Defiance Avenue to the west, a highly efficient parking structure is provided adjacent to City Hall. The garage can be located to provide surface parking for the police department and also provide additional buffer for the area of exterior emergency refuge for the jail.
5. **Major Centralized Downtown Transit Hubs –** This alternative depicts a regional commuter rail facility terminating at a station on the south side of 8th Street. This station would be within a 1/4-mile walking radius of most of the downtown.
6. **Parking Supply and Service –** Two parking structures are provided in this plan alternative. They are located in areas that are least desirable for higher land uses. The first is located on lot 4 adjacent to the police department entrance to City Hall, creating a physical buffer between that use/activity and new mixed-use development. The second is located on lot 7, adjacent to the

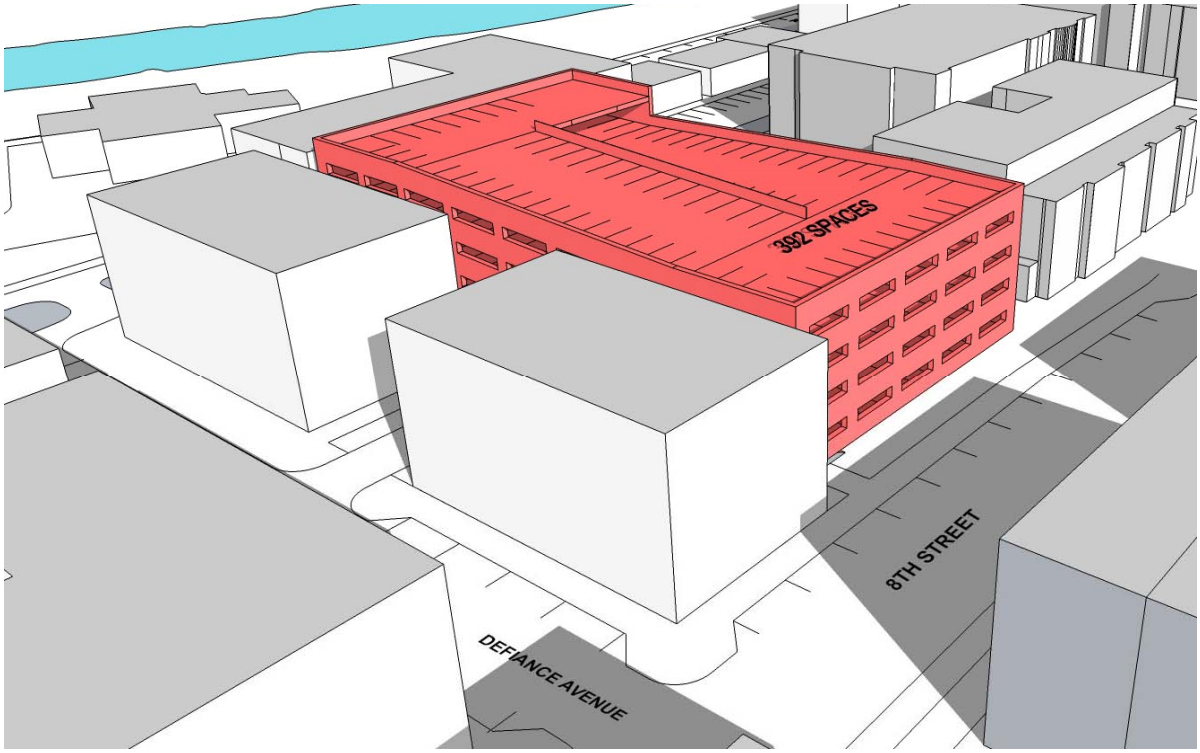
active UPRR ROW. In both cases, the structures can be configured in standard garage modular depths to create cost-effective and efficient layouts for each facility. The structures also provides ample parking for both the new development and the existing downtown. The structure on lot 4 could serve the adjacent housing, the government complex, and provide commercial/retail parking. The structure on lot 7 could be primarily for residential parking and also provide overflow commercial/retail parking. It is also located close enough to the Confluence it could provide off-site parking for events in Two Rivers Park. Both structures could be wrapped with development on their primary sides, making them non-dominant structures from public spaces, despite their scale.



Plan view of parking structures on lots 4 and 7.



Oblique view of parking structure on Lot 7 showing buildings wrapping the facility.



Oblique view of parking structures on lot 1 showing City Hall and new housing fronting a relocated Defiance Avenue.

Plan Limitations

1. **Elimination of the RFTA ROW north of 8th Street –** The feasibility and potential costs associated with this scenario cannot be determined, but it is likely they are very high. The City will need to make a determination if the ultimate feasibility of overcoming this hurdle.
2. **Major Relocation of Existing Utilities –** In order to allow for the construction of buildings D, E, and F on lot 1, all of the underground utilities bisecting the lot would need to be relocated. The increased economic value of the approximately 100,00 SF gained from this alternative may justified the costs that would be incurred to relocate.
3. **Limitations on the Ability to Phase Development –** Practically none of the City-owned land within the Confluence could be developed until the ability to remove the portion of the RFTA ROW north of 8th Street is secured. This could be a major factor that influences the determination of the feasibility of this alternative.
4. **Costs and Time –** This alternative potentially yields an additional 100,000 SF of development yield and 50 to 60 additional residential units. However, the likely costs to achieve this additional development yield will be substantial. In addition to the direct acquisition costs of the RFTA ROW in this area, the value of the time it takes to achieve and the value of the lost return from development that could occur sooner, will need to be taken into account.

Alternative C – This alternative shows what could be achieved if the current 100' RFTA ROW is maintained and the existing 7th Street underpass of the rail is upgraded but not widened. It also assumes that the relocation of underground utilities is avoided as much as possible. The suggestion to have a series of buildings fronting on the riverfront that are serviced by access drive on the berm side of the development is incorporated. This alternative represents what might be able to occur with the least amount of upfront actions on the part of the City or a developer.

Key Parameters

1. **Overall Urban Design Approach –** Since the berm is left essentially intact as it exists today, the area is significantly divided by this major landform element. As a result, instead of trying to create one cohesive design approach each area is made to be very distinctive with the hopes that these aspects make them destinations worth "seeking out." Emphasis is placed on two areas: the river frontage (as an elevated promenade with terraces) and the intersection of 7th Street and Defiance Avenue.
2. **RFTA ROW –** With the exception of minor functional, safety, and aesthetic modifications, and the inclusion of a multi-use path, the RFTA ROW berm is left intact.
3. **Structured Parking –** This alternative focuses on creating a single, large structured parking facility on lot 1 at Defiance Avenue between 7th and 8th Streets. Minimal ground floor retail options for the structure are considered in order to maximize the parking yield within the structure.
4. **Street Pattern/Vehicular Circulation –** The notion of a gridded street layout is abandoned and Defiance Avenue terminates at surface parking lot on lot 3. 7th Street follows its current alignment terminating at a "rights-in, rights-out" intersection with 8th Street. Development between the RFTA ROW and the river's edge is accessed via a service drive that parallels the RFTA ROW line.

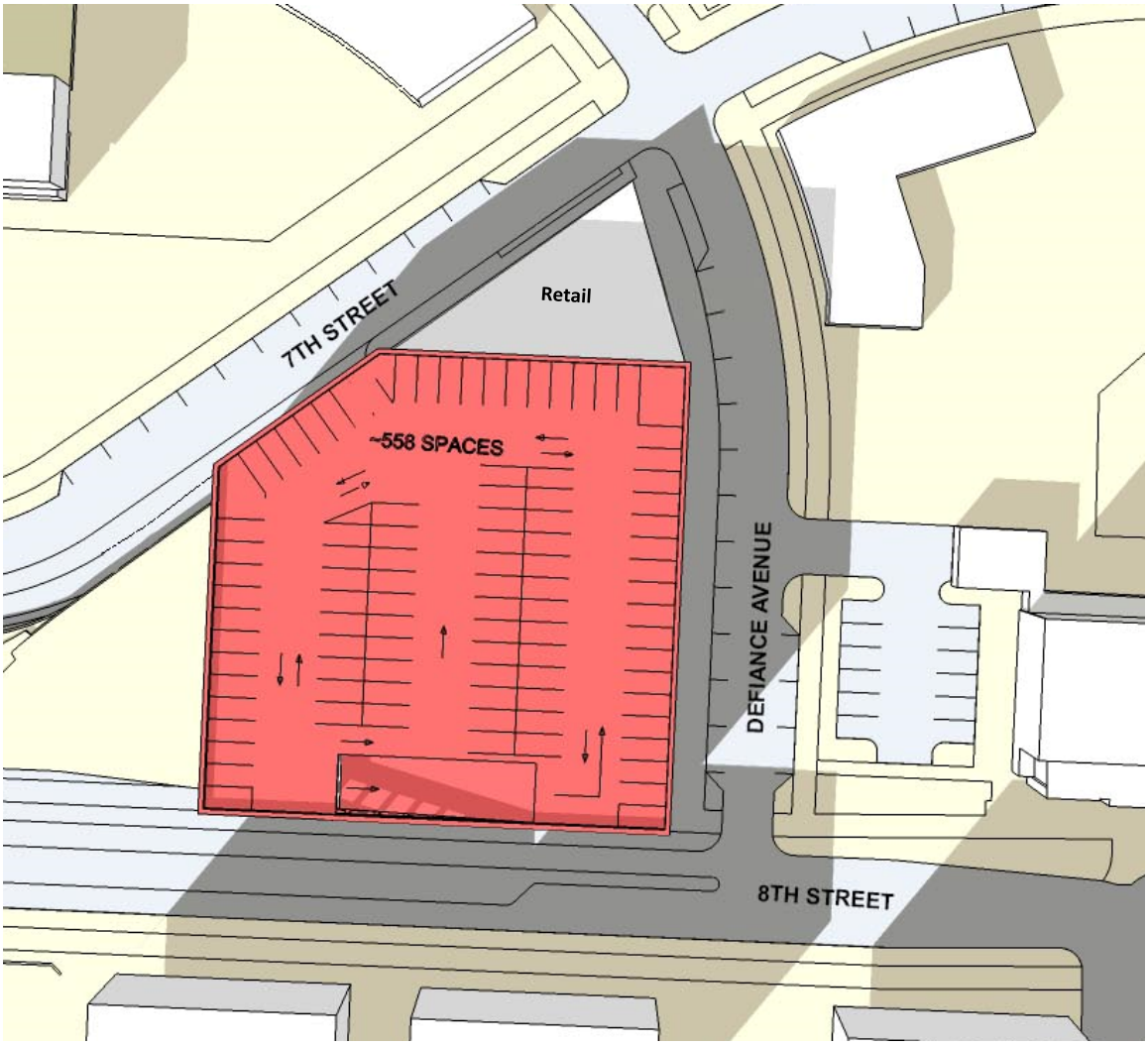
Development Yield

Alternative C - Development Yield Table

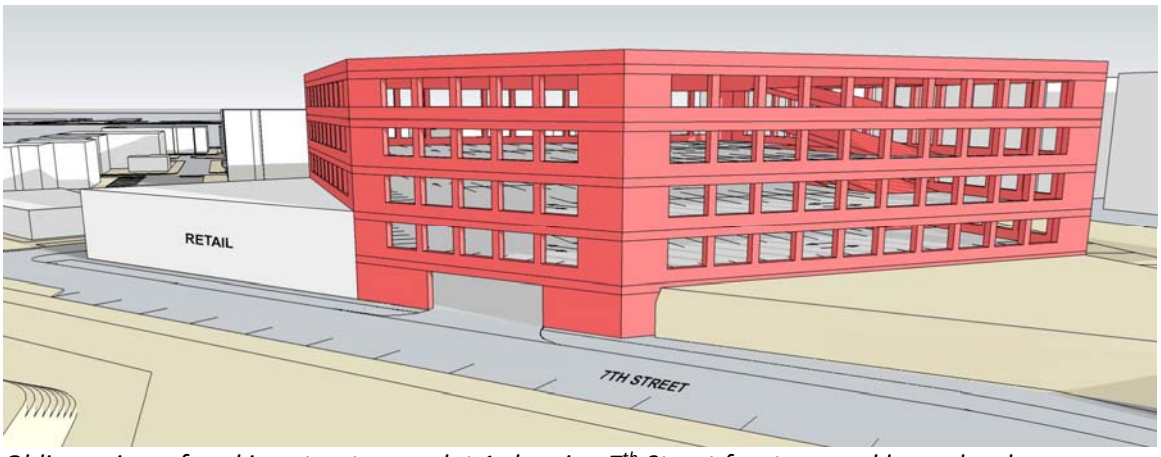
Map Key	Uses	Building Footprint S.F.	Stories/ Levels	Commercial S.F.	Total S.F.	Dwelling Units	Notes
A	Mixed-Use: Multi-Family Housing & Commercial/Restaurant	9,000	5	5,000	45,000	28	Buildings A, B, & C would sit on top one interconnected parking level pedestal with a public promendade overlooking the river as the "Ground Floor" for the buidlings. Total building Height 52'.
B	Mixed-Use: Multi-Family Housing & Limited Commercial/Retail	7,200	5	5,000	36,000	24	
C	Mixed-Use: Multi-Family Housing & Commercial/Restaurant	7,200	5	6,500	36,000	24	
D	Boutique Hotel & Commercial/Restaurant	12,060	4	3,000	48,240		40 - 50 Room Hotel with Ground Floor Lobby and Retail. Total Buidling Height 42'.
E	Commercial/Retail	4,900	1	4,900	4,900		One-story Commercial/Retail wrapping parking structure.
F	Mixed-Use: Affordable Housing & Commercial/Retail	11,360	4	8,000	45,440	27	Affordable Housing on upperf floor. Total building Height: 42'
G	Commercial/Retail	2,400	1	2,400	2,400		
H	Commercial/Retail	1,700	1	1,700	1,700		
I	Commercial/Retail	5,400	1	5,400	5,400		
J	Commercial/Retail	2,000	1	2,000	2,000		
K	Commercial/Retail	7,500	3	22,500	22,500		
L	Commercial/Retail	5,000	2	10,000	10,000		
Totals		75,720		76,400	259,580	103	

Plan Benefits

1. **Overall Urban Form & Street Pattern –** This alternative creates a very strong emphasis directly onto the riverfront. Three of the largest buildings line the river's edge. This alternative relies heavily on creating a seamless transition between the character and design of the riverfront public park and the elevated promenade and terraces that would be part of the private development. If successful, this area would be very intensely utilized with high concentration events, etc. so great care would be needed to balance the desire of the community to see the river's edge be naturalized while providing ample hardscaping to support intense use.
2. **RFTA ROW –** No major actions are required to implement this plan alternative. The alternative depicts the potential restoration of freight rail along with a multi-use path on the top of the berm, creating a rail-and-trail condition.
3. **Relationship of Development to the Riverfront –** The "front" of the development actually faces the riverfront with an elevated promenade fronted with commercial/retail uses overlooking the river.
4. **Parking Supply and Service –** The proposed parking structure on lot 1 allows for the creation of a large parking supply that can service the commercial/retail riverfront demand from the development on lot 4, as well as the other mixed-use development along 7th Street. It could also provide supplemental parking for the development south of 8th Street at Vogelaar Park and the City and County Complex. Parking for buildings A, B, and C on lot 4 is provided in one interconnected at-grade parking area below the promenade and is supplemented with a surface lot on the RFTA ROW side of the building complex. An additional surface lot, primarily to serve the housing in building D on lot 3, is provided adjacent to the UPRR active rail line.
5. **Downtown Transit Center –** This plan alternative also shows a RFTA bus transit center in conjunction with the large parking structure on lot 1. Bus pick-up and drop-off would occur along Defiance Avenue. The ability to provide efficient operations and routing back onto 8th Street in each direction will need to be evaluated since the only signalized intersection is at 8th Street and Colorado Avenue.



Plan view of the parking structure on lot 1.



Oblique view of parking structure on lot 1 showing 7th Street frontage and lower level access.

6. **Utilities –** This plan alternative doesn't anticipate the need to make any major modifications to underground utilities.
7. **Costs, Time, and Phasing** – A significant amount of this development could advance in the near-term. With the exception of the need to acquire additional private property at the intersection of 7th and 8th Streets and the riverfront, the development on lot 4 could proceed. Phasing of development could occur and correspond to the development of Vogelaar Park and the parking structure on lot 1. Lot 3 could also be developed entirely as a surface parking lot as an interim use until the parking structure is constructed on lot 1.

Plan Limitations

1. **Overall Urban Form & Street Pattern –** Creating an overall development where the interconnection of public spaces and the relationship of buildings to each other and to public spaces is not well achieved because the dividing aspects of the berm and the limited penetration for circulation and visual connections through it. In order to overcome this, great emphasis will need to be placed on the quality of the public spaces and other urban design elements for several key areas: the frontage along 7th Street from Grand Avenue to Defiance Avenue with special emphasis of the four corners of the 7th Street and Defiance Avenue intersection, the railroad underpass, and the promenade frontage along the riverfront.

   Although the promenade frontage along the riverfront could be very attractive, in order for commercial/retail uses to be economically viable, they will need visibility. The plan proposes to maintain a viewshed corridor from 8th Street into the area by setting building C on lot 4 back from 8th Street. The alignment of this building would need to be carefully studied to create a sense of place within the promenade yet not block views from the surrounding context into the area.
2. **Development Yield –** This plan alternative provides the lowest potential development yield in the Confluence of the three plan alternatives.
3. **Connectivity to Downtown –** With the exception of minor modifications, the berm is left intact therefore creating challenges to overall connectivity for the development on each side of the berm and along 7th Street between the core of downtown and the riverfront. Functional, safety, and aesthetic improvements to 7th Street underpass to make it more pedestrian and bicyclist friendly will be critical. It will also need to be treated as a gateway to the riverfront. Again, making 7th Street from Grand Avenue to the 7th Street underpass pedestrian friendly and active with ground floor commercial/retail and streetscape elements will be critical.
4. **Public Space –** Public space is focused on the river's edge and along 7th Street, including the design of streetscaping and potential pocket public spaces between buildings. The opportunity to create linear vertical design elements along the north side of 7th Street, adjacent to the UPRR rail line, would also enhance the sense of 7th Street as a special street worth walking and biking along to reach the riverfront.

COLORADO RIVER

I-70 & US-6

COLORADO RIVER

ROARING FORK RIVER

50'

Union Pacific Railroad

50'

20'

55'

47 Space Parking Lot

City Lift Station

Multi-Use Path

Pedestrian Arcade under Parking Levels

Waterfront Lounge/Picnic Area

Defiance Ave

Light Rail Station

Sculptural Stone Formation Street Wall

7th St

Riparian Buffer With Riverfront Access Points

Semi-Private Terrace

Nature-Based Childern's Play Area

470 Space Parking Garage

Interactive Stone Elements

Events Green

28 Space Parking Lot

Area of Refuge

Garfield County Sheriff's Office & Jail

Garfield County Facilities Courthouse

Entry Plaza

Riverside Dr

Defiance Ave

City Hall/Police Department Parking

Grand Ave

Boat Dock

7th St

Hotel/Commercial Quad

City Hall/Police Department

Downtown Transit Center

8th St

Dedicated Left Turn Lane

8th St

8th St

Multi-Use Path

School St

Pitkin Ave

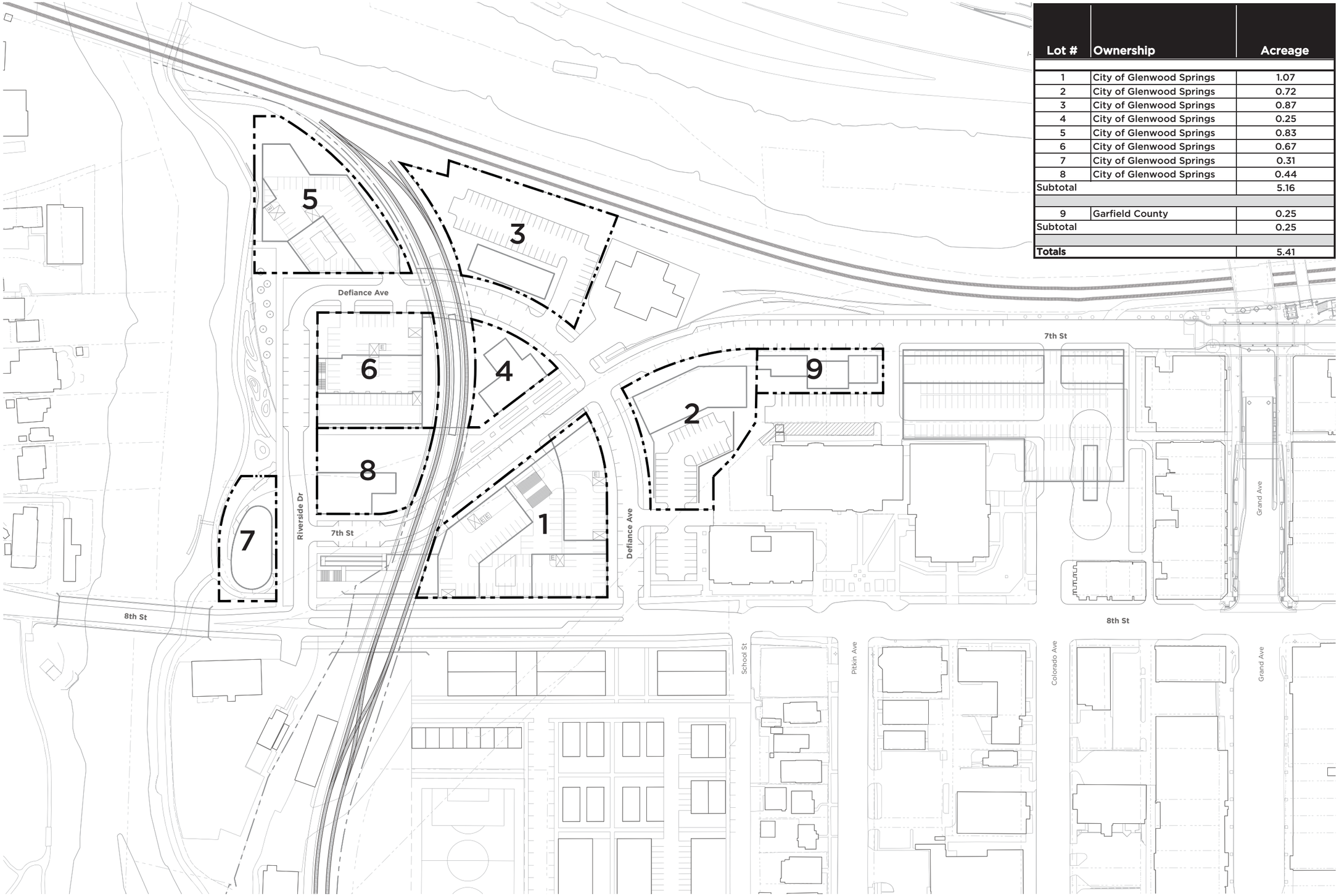
Colorado Ave

Grand Ave

SCHEMATIC REUSE PLAN - ALTERNATIVE A

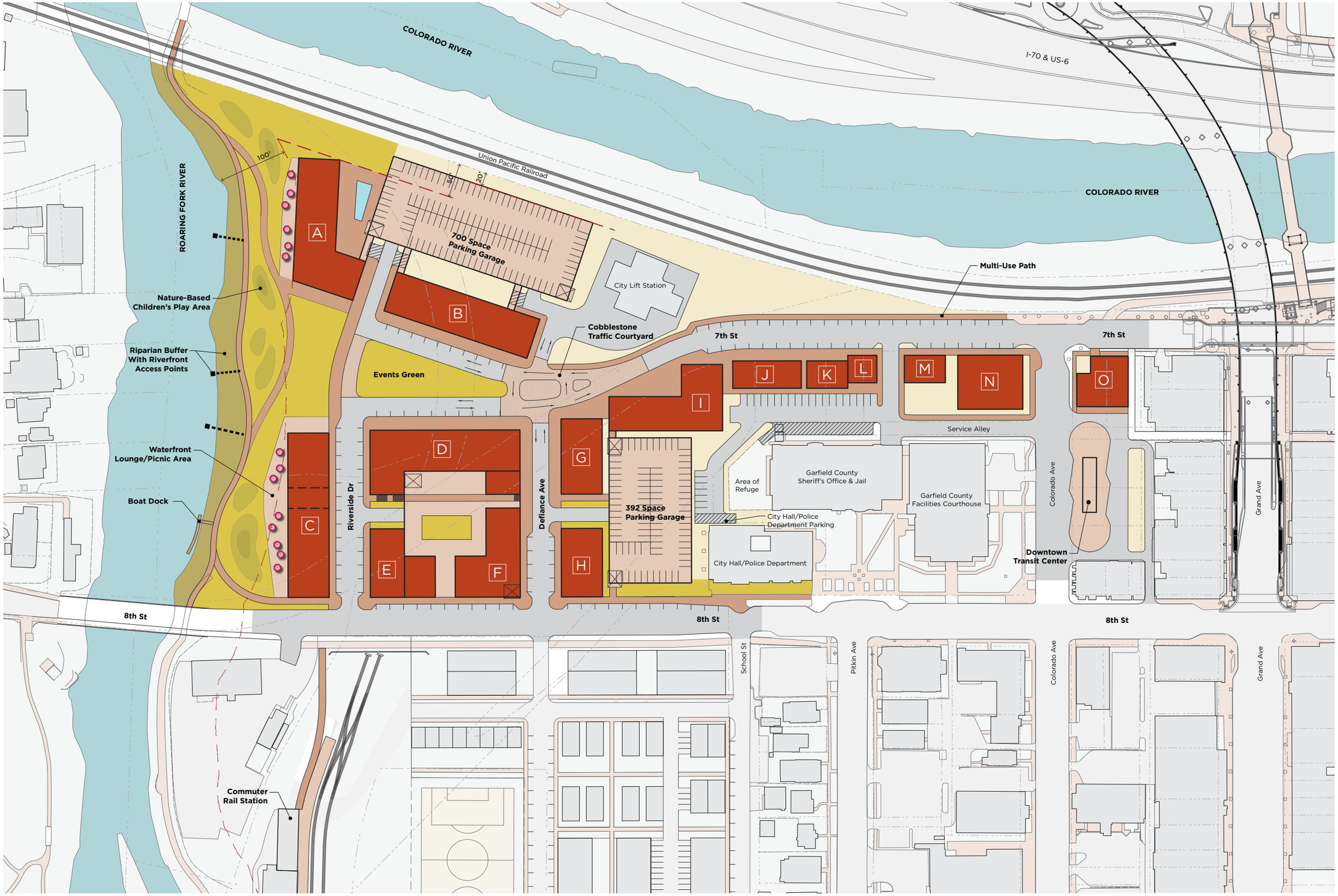
SCALE: N.T.S. NORTH

Lot #	Ownership	Acreage
1	City of Glenwood Springs	1.07
2	City of Glenwood Springs	0.72
3	City of Glenwood Springs	0.87
4	City of Glenwood Springs	0.25
5	City of Glenwood Springs	0.83
6	City of Glenwood Springs	0.67
7	City of Glenwood Springs	0.31
8	City of Glenwood Springs	0.44
Subtotal		5.16
9	Garfield County	0.25
Subtotal		0.25
Totals		5.41



POTENTIAL DEVELOPMENT PARCELS - ALTERNATIVE A

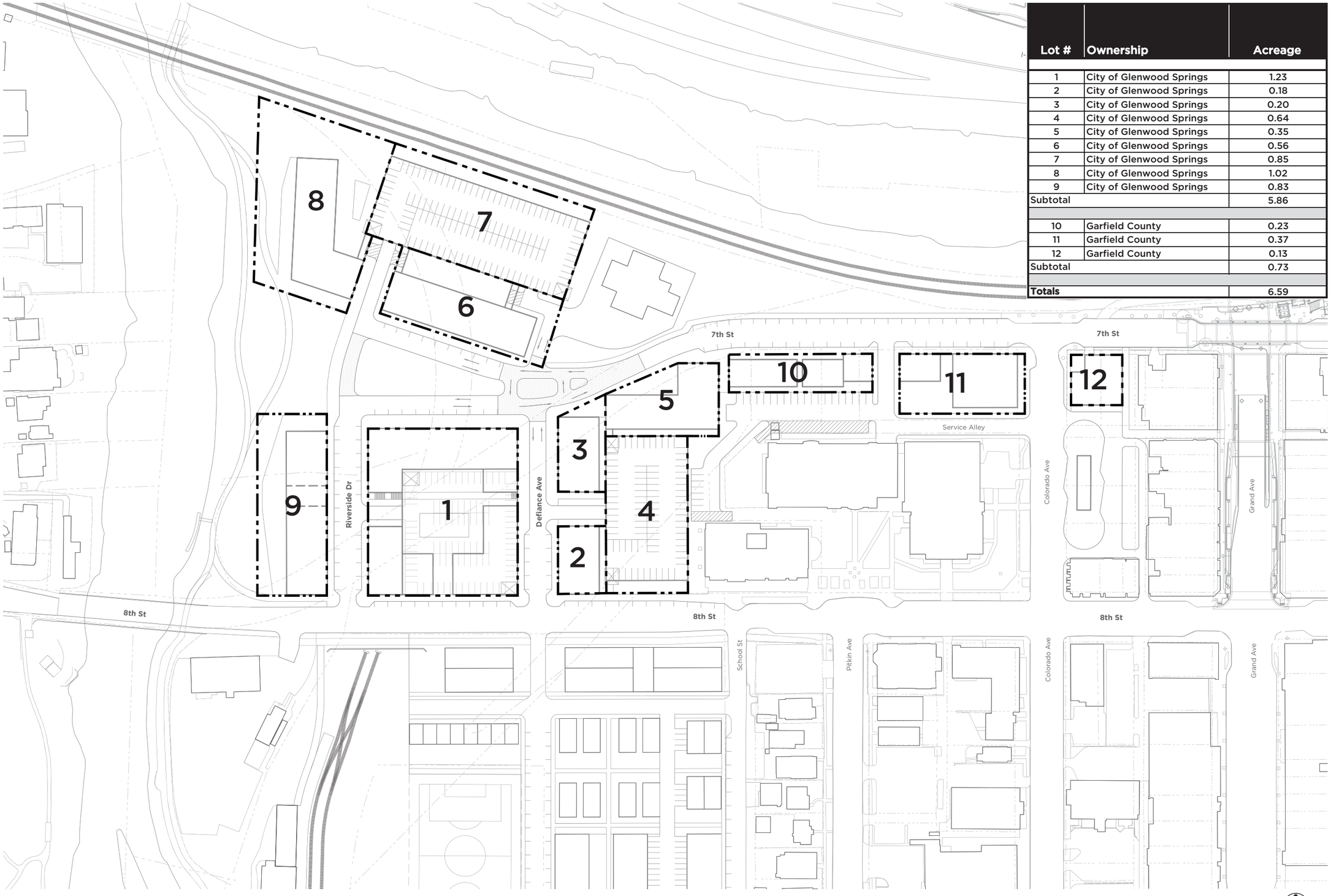
SCALE: N.T.S. NORTH



SCHEMATIC REUSE PLAN - ALTERNATIVE B

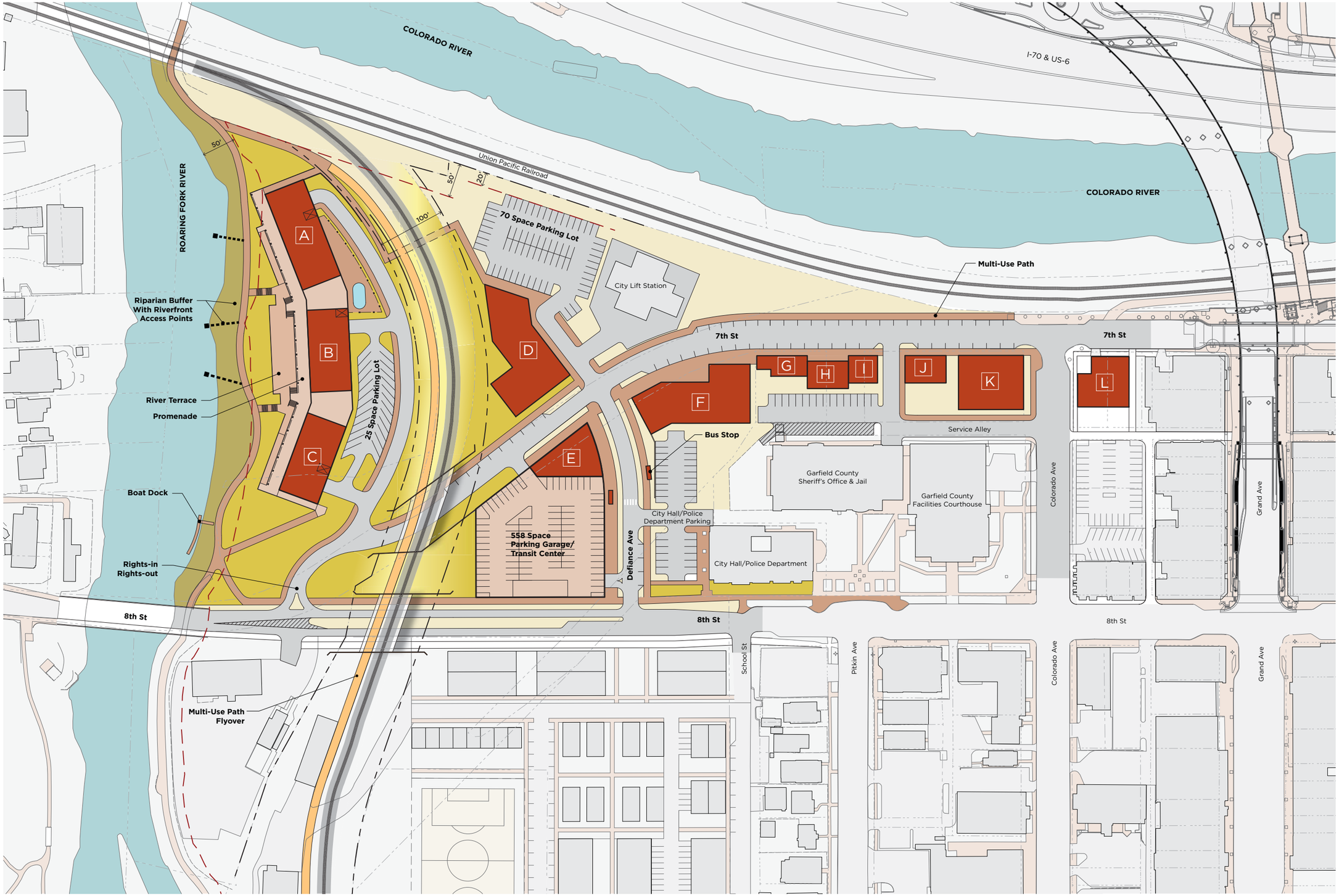
SCALE: N.T.S. NORTH

Lot #	Ownership	Acreage
1	City of Glenwood Springs	1.23
2	City of Glenwood Springs	0.18
3	City of Glenwood Springs	0.20
4	City of Glenwood Springs	0.64
5	City of Glenwood Springs	0.35
6	City of Glenwood Springs	0.56
7	City of Glenwood Springs	0.85
8	City of Glenwood Springs	1.02
9	City of Glenwood Springs	0.83
Subtotal		5.86
10	Garfield County	0.23
11	Garfield County	0.37
12	Garfield County	0.13
Subtotal		0.73
Totals		6.59



POTENTIAL DEVELOPMENT PARCELS - ALTERNATIVE B

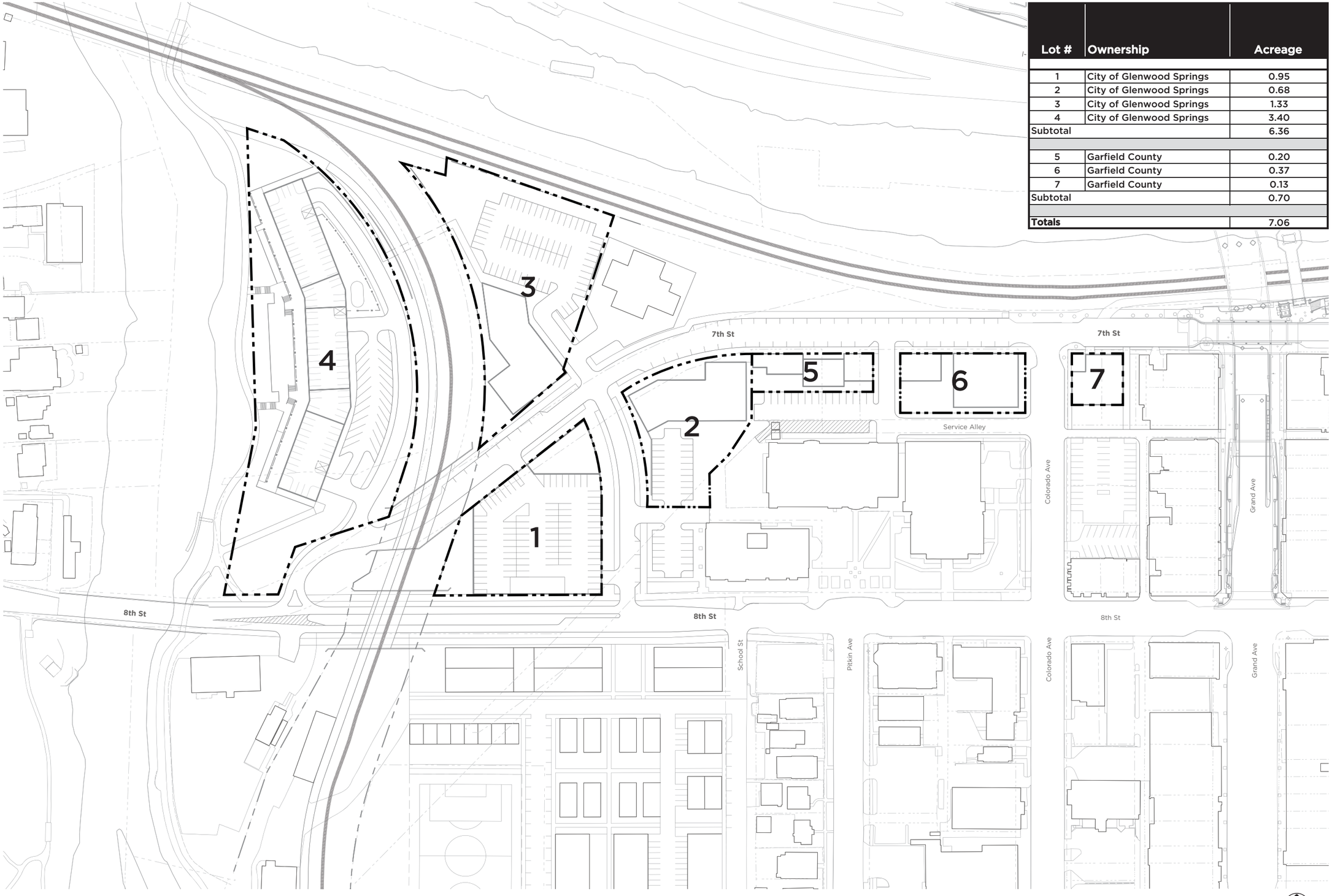
SCALE: N.T.S. NORTH



SCHEMATIC REUSE PLAN - ALTERNATIVE C

SCALE: N.T.S. NORTH

Lot #	Ownership	Acreage
1	City of Glenwood Springs	0.95
2	City of Glenwood Springs	0.68
3	City of Glenwood Springs	1.33
4	City of Glenwood Springs	3.40
Subtotal		6.36
5	Garfield County	0.20
6	Garfield County	0.37
7	Garfield County	0.13
Subtotal		0.70
Totals		7.06



POTENTIAL DEVELOPMENT PARCELS - ALTERNATIVE C

SCALE: N.T.S. NORTH

Packet Page 31

COMPOSITE PLAN

SCALE: N.T.S. NORTH

S/G/A LANDSCAPE ARCHITECTURE PLANNING

STROMBERG/GARRIGAN & ASSOCIATES

Proclamation

of the City Council

HAL SUNDIN

in Recognition of your Selfless Service to the Citizens of Glenwood Springs
1990 and still going strong

WHEREAS, Hal Sundin co-founded in 1990 the 100 Club, a social club whose aim was to enhance the health, lives, and enjoyment of the citizens of Glenwood Springs; and

WHEREAS, Hal willingly volunteered his extensive experience as a backcountry hiker and summiteer of all of Colorado's 14'ers, as well as his expertise as a master naturalist, to the 100 Club's members and to other citizens; and

WHEREAS, Hal created a mileage-based incentive program to encourage 100 Club members to participate very actively in the Club's hiking group, and administered the incentive program with absolute diligence; and

WHEREAS, Hal continues to provide encouragement and education to the citizens of Glenwood Springs; and

WHEREAS, because of Hal's leadership, hundreds of Glenwood Springs' senior citizens have remained physically active and healthy, mentally vibrant, and active contributors to the health and well-being of the entire Glenwood Springs community.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Michael Gamba, Mayor of the City of Glenwood Springs, Colorado, on behalf of the entire Council and the residents we serve, recognize, congratulate, and thank Hal Sundin for his years of passion, hard work, and commitment to his fellow 100 Club members and to the citizens of the City of Glenwood Springs.

IN WITNESS

Given under my hand and the official seal of the City of Glenwood Springs, in the State of Colorado, this 17th day of January 2019.

_____
Michael Gamba, Mayor

City Council
STAFF REPORT
City of Glenwood Springs
January 17, 2019

Agenda Item: Resolution 2019- 2, A Resolution of the City Council of the City of Glenwood Springs, Colorado, Approving the Intergovernmental Agreement with the Garfield County Clerk and Recorder for the Regular Election on April 2, 2019

Action Requested: Approve Resolution 2019- 2.

Department: City Clerk

Presented By: Catherine Fletcher, City Clerk

Background Info: The Garfield County Clerk and Recorder and staff are willing to assist the City in aspects of the 2019 Election.

1. Use the ballot content provided by the City to set-up the ballot design for the 2019Municipal Election and send proofs to the City by e-mail when completed.
2. Provide an extract to the City's designated printer so ballots compatible with the Hart Voting equipment will be printed for the City's mail ballot election.
3. Provide training to designated City staff or designated election judges on how to prepare the ballots for processing through the eScans.
4. Provide two eScans (optical ballot scanners) for use in processing the voted ballots on April 2, 2019.Clerk Election Staff member(s) will deliver the eScans to the City and remain at that site until City Election Judges have begun processing ballots through the eScan.Clerk Election Staff will be responsible for the security of the eScans and bring the equipment back to the Clerk's office in Glenwood Springs for secure storage, once tabulation is completed.
5. Use the Servo/Tally software to tabulate the results of the election once all voted ballots have been processed through the eScans and to produce reports of the election results. The City will be able to print election results from the eScan then the eScan will be taken back to the courthouse so the MBBs (mobile ballot boxes) also known as memory cards to be uploaded in to the Tally software for the printing of reports.

Issues: No Issues

Staff Recommendation: Approve Resolution 2019- 2, A Resolution of the City Council of the City of Glenwood Springs, Colorado, Approving the Intergovernmental Agreement with the Garfield County Clerk and Recorder for the Regular Election on April 2, 2019

RESOLUTION 2019-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE GARFIELD COUNTY CLERK & RECORDER FOR THE REGULAR MUNICIPAL ELECTION ON APRIL 2, 2019.

WHEREAS, in Resolution 2018-59 the City Council of the City of Glenwood Springs authorized and appointed the Glenwood Springs City Clerk as the election officer for the April 2, 2019 election for the City of Glenwood Springs; and

WHEREAS, pursuant to the Colorado Constitution Article XIV, Section 18(2)(a) and Colorado Revised Statute Section 29-1-203, as amended, the City of Glenwood Springs and the Garfield County Clerk & Recorder may enter into an agreement to conduct an election; and

WHEREAS, the City Clerk has requested the assistance of the Garfield County Clerk & Recorder for the April 2, 2019 municipal election and the Garfield County Clerk & Recorder is willing to assist the City Clerk in certain aspects of the election to effectuate a smooth and efficient election process; and

WHEREAS, the Intergovernmental Agreement regarding the conduct of the regular municipal election has been received from the Garfield County Clerk & Recorder and a copy is attached hereto and incorporated herein.

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

The City Council of the City of Glenwood Springs hereby approves and authorizes the Mayor or Mayor Pro Tem to sign the attached Intergovernmental Agreement concerning the April 2, 2019 regular municipal election.

INTRODUCED, READ, AND PASSED THIS 17th DAY OF JANUARY 2019.

CITY OF GLENWOOD SPRINGS, COLORADO

_____

Michael Gamba, Mayor

ATTEST:

_____

Catherine Mythen Fletcher, City Clerk

INTERGOVERNMENTAL AGREEMENT
FOR ELECTION SERVICES

This Intergovernmental Agreement for election services is entered into this ____ day of January 2019 by and between the CITY OF GLENWOOD SPRINGS, a Colorado Home Rule Municipality (hereinafter the "City"), and the GARFIELD COUNTY CLERK & RECORDER, (hereinafter the "Clerk"), collectively referred to as the "Parties".

WHEREAS, the City has requested the assistance of the Clerk for the Municipal Election to be held on April 2, 2019; and

WHEREAS, the Clerk is willing to assist the City in certain aspects of the 2019 Municipal Election to effectuate a smooth and efficient election process.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the parties as set forth herein, the parties agree as follows:

1. Term of Agreement. This Agreement applies to the April 2, 2019 Municipal Election and is effective from the date of execution to the conclusion of any appeal or contest of the April 2, 2019 Municipal Election.

2. Clerk's Duties. The Clerk agrees to:

a. Designate members of her staff to be the Election Staff to assist the City in the 2019 Municipal Election and to provide the names of those individuals to the City.

b. Use the ballot content provided by the City to set-up the ballot design for the 2019Municipal Election and send proofs to the City by e-mail when completed.

c. Provide an extract to the City's designated printer so ballots compatible with the Hart Voting equipment will be printed for the City's mail ballot election by _____.

d. Provide training to designated City staff or designated election judges on how to prepare the ballots for processing through the eScans.

e. Provide two eScans (optical ballot scanners) for use in processing the voted ballots on April 2, 2019. Clerk Election Staff member(s) will deliver the eScans to the City and remain at that site until City Election Judges have begun processing ballots through the eScan. Clerk Election Staff will be responsible for the security of the eScans and bring the equipment back to the Clerk's office in Glenwood Springs for secure storage, once tabulation is completed.

f. Use the Servo/Tally software to tabulate the results of the election once all voted ballots have been processed through the eScans and to produce reports of the election results. The City will be able to print election results from the eScan then the eScan will be taken back to the courthouse so the MBBs (mobile ballot boxes)

also known as memory cards to be uploaded in to the Tally software for the printing of reports.

g. Provide an Election Staff member to arrive at the City prior to the close of the election to assist with ballot tabulation and reporting of results.

h. Bill the City within thirty (30) days after the election for staff time spent in setting up the ballot, logic and accuracy testing, ballot counting and tabulation process on election night, and mileage for staff members to and from the City Hall on Election Day. If any race is close enough for a recount, the Clerk will additionally charge the City for staff time needed to assist with the recount process.

3. City's Duties. City agrees to:

a. Provide the Clerk with certified ballot content at the earliest possible date. Please contact Edna Place at 384-3700 x 1804 or eplace@garfield-county.com for format required for content certification.

b. Proof and return signed verification that the ballot proof is acceptable either by e-mail or fax to the Clerk as soon as possible after receipt.

c. Provide Clerk Election Staff with the name and contact information for their printer.

d. Provide at least two staff members to assist with the logic and accuracy testing (LAT) of the election equipment. This testing will be done at the Clerk's office in Glenwood Springs. Both City and Clerk staffs will hand mark and hand tabulate ballots prior to those ballots being processed through the selected eScans. The LAT is done to verify that the electronic equipment is correctly processing the marked ballots.

e. Provide to the Clerk required information for City Election contacts and all election judges so the Clerk can conduct CBI background checks prior to the votes being scanned on the County election equipment. The City will be responsible for all CBI charges.

f. Reimburse the Clerk for staff time spent in setting up the ballot, logic and accuracy testing, assisting with the ballot counting and tabulation process on election night, and mileage for staff members traveling to and from the City on Election Day. If any race is close enough for a recount, the City agrees to reimburse the Clerk for staff time needed to assist with the recount process.

g. The City Clerk will provide a new, encrypted flash drive so all reports for the election can be downloaded from the Servo/Tally laptop for printing.

4. Indemnification**.** The City agrees to indemnify, defend and hold harmless the Clerk from any and all loss, costs, demands or actions, arising out of or related to any actions, errors or omissions of the City in completing its responsibilities relating to the election.

5. Integration. The Parties acknowledge that this Agreement constitutes the complete agreement and understanding between them relating to the subject matter hereof and that no Party

is relying upon any oral representations made by another Party or employee, agent or officer of the Party.

6. Amendments. This Agreement can be amended only in writing with signature of all Parties.

7. Notices. All notices, requests, demands, consents, and other communications pertaining to this Agreement shall be transmitted in writing and shall be deemed duly given when received by the Parties at their addresses below or any subsequent addresses provided to the other party in writing.

Notice to the City:	City of Glenwood Springs c/o Catherine Mythen Fletcher City Clerk 101 W 8th St Glenwood Springs, CO 81601
Notice to Clerk:	Jean Alberico, County Clerk & Recorder 109 Eighth Street, Suite 200 Glenwood Springs, CO 81601

IN WITNESS WHEREOF, the City and the Clerk have caused this Agreement to be executed in duplicate originals on the day and year first set forth above.

ATTEST

_____
City Clerk

Dated: _____

CITY OF GLENWOOD SPRINGS

_____
Michael Gamba, Mayor

GARFIELD COUNTY CLERK & RECORDER

_____
Jean Alberico

Dated: _____

MINUTES
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
JANUARY 3, 2019
101 W. 8TH 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; Jenn Ooton, Assistant City Manager, Economic and Community Development Director; Catherine Mythen Fletcher, City Clerk; Al Laurette, Parks Superintendent; Brian Smith, Park and Recreation Director; Terri Partch, City Engineer; Trent Hyatt, Planner; Hannah Klausman, Planner II; Matt Langhorst, Assistant Public Works Director; Terry Wilson, Police Chief;

7 Pledge of Allegiance

Mayor Gamba led in the Pledge of Allegiance.

8 Agenda Changes

Agenda Item 12C was moved off Consent Agenda to be voted on separately

9 Conflict of Interest Disclosure

Councilor Godes indicated he had a conflict with item 17 A & B

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

Mary Noon-Complimented on how festive Grand Avenue looked downtown but now it all stops at 11th and Grand. The property at the corner, specifically where the old 7-11 was looked in disrepair and she was hoping the City could do something to help maintain it.

11 Council Comments

Councilor Kaup-Wished everyone a happy new year and thanked everyone that has put in their time volunteering for various boards and commissions.

Councilor Ingraham-Commended Councilor Davis for his good example of thoughtful comments.

Councilor Davis-Praised Community Development on their great customer service.

12 Consent Agenda

A. Receipt of Minutes of the December 6, 2018 Regular Meeting
B. Ride Glenwood Springs – Adoption of Statewide Transit Asset Management
C. ~~Approval of Municipal Judge's Contract~~

D. Resolution 2019-1, A Resolution of the City Council of the City of Glenwood Springs, Colorado, Designating a Public Place for Posting Meeting Notices during Calendar Year 2019
E. Authorization for Procurement of Landscaping, Irrigation and Lighting Design for Two Rivers Park Stabilization Project
F. Resolution 2019-3, A Resolution of the City Council of the City of Glenwood Springs, Colorado Authorizing the Purchase and Installation of Boulders to be Awarded by Sole Source Procurement
G. Resolution 2019-4, A Resolution of the City Council of the City of Glenwood Springs, Colorado, Authorizing Sole Source Procurement for the Installation of Lighting Under the Grand Avenue Bridge
H. Resolution 2019-5, A Resolution of the City Council of the City of Glenwood Springs, Colorado, Authorizing the Mayor or Mayor Pro-Tem to Execute the Bill of Sale Related to the Grand Avenue Pedestrian Bridge

Councilor Ingraham moved, seconded by Councilor Davis to approve the consent agenda.

Motion passed unanimously

12C Approval of Municipal Judge's Contract

This item was taken off the consent agenda because Councilor Voorhees needed to recuse himself from the vote.

Councilor Kaup moved, seconded by Councilor Ingraham to approve the Municipal Judge's Contract.

Motion passed (Voorhees recused)

13 Glenwood Springs Summer of Music Update

A. Glenwood Springs Summer of Music Update

Annie Olson, Glenwood Springs Summer of Music President, gave an update on the plans for their 2019 season and where the money from the City of Glenwood Springs would be allocated.

14 Noxious Weeds

A. Noxious Weeds Management Plan

Al Laurette and Deb Martin from Garfield County Noxious Weed Board spoke to council about the Noxious Weed Management Plan. City staff had been working with Ms. Martin for several years to create the plan. The plan was patterned after the Garfield County Noxious Weed Management Plan and complies with the Colorado Weed Management Act of 1990, last amended in 2014.

15 Tourism Board

A. Tourism Board Presentation and Request for Funding

Trent Blizzard of the Tourism Promotion Board presented to council. At the Tourism Promotion Board meeting on December 13, 2018, Suzanne Stewart made a motion to request $200,000 from the Tourism Promotion Fund Reserves to pursue a 2019 Fall/Winter out-of-state digital marketing campaign in the Dallas, Texas market. The motion was seconded by Gilley and passed unanimously.

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

Mayor Pro-Tem Leahy moved, seconded by Councilor Ingraham, to direct staff to draft the proper documentation to allow for the appropriation of $200,000 from the Tourism and Promotion Boards fund reserves

Motion passed unanimously

16 Review and Accept Bid for the Construction of 7th Street Streetscape Improvements

A. Review and Accept Bid for Construction of 7th Street Streetscape Improvements

Terri Partch explained that bids were received from two contractors for beautification phases 1,2 & 3 on December 11th. Bids were below the engineer's estimate and staff needed direction on how to proceed.

Mayor Gamba opened the item for public comment.

Steve Carver-Stated that the project was going well and thanked everyone involved. He hoped to see everything done by the end of August to celebrate.

Mayor Gamba closed public comment.

Councilor Ingraham moved, seconded by Councilor Davis, to approve phases 1, 2 & 3 with the accelerated time line that will allow for the 7th Street single lane traffic and accept and approve the bid from Gould construction

Motion passed unanimously

Councilor Kaup moved, seconded by Councilor Voorhees, to include the option to extend the pavers and widening the sidewalk from under the bridge area to the corner of Colorado and 7th Street on the South side

Motion passed unanimously

Mayor Gamba called for a break at 8:00pm

17 Planning Item 15-18 and Ordinance No 1, Series of 2019

A. Planning item 15-18 – Consideration of a Rezoning to PUD (amendment of an existing PUD), a Major Site/Architectural Plan Review, and Preliminary Plat

Trent Hyatt presented to Council Planning item 15-18 he noted that on November 27, 2018 the Planning and Zoning Commission held a public hearing to consider the subject application and related actions. Many members of the Cardiff Glen community spoke at the Commission meeting and raised issues/concerns related to the proposal's architectural compatibility with the existing neighborhood vernacular, evacuation/safety, traffic, and the potential to worsen existing parking issues. Since the meeting, the applicant provided a revised typical elevation and landscaping plan which attempted to address some of the concerns raised by the neighbors and Commission.

Mayor Gamba opened the item for public comment.

Rob Gavrel-Asked for Council to look at a letter he wrote to Council and stated he disagreed with the projected plan.

Amber Wissing-Asked that the planners go back to the drawing board and design a plan that fits in the PUD

Mayor Gamba closed public comment.

B. Ordinance No. 1, Series of 2019; An Ordinance of the City of Glenwood Springs, Colorado, Amending the Cardiff Glen Planned Unit Development (PUD) (FIRST READING)

Councilor Kaup moved, seconded by Councilor Voorhees, to continue items 17A and 17B to the January 17, 2019 Regularly Scheduled Council Meeting

Motion passed unanimously (Godes recused)

18 Ordinance No. 2, Series of 2019

A. Ordinance No. 2, Series of 2019; An Ordinance of the City of Glenwood Springs, Colorado, Rezoning Property Owned by Iron Mountain Hot Springs, LLC known as 281 Centennial Street, Glenwood Springs, Colorado from Mixed Use (M1) to Resort (RE) Zoning (FIRST READING)

Hannah Klausman, recommended to Council to approve Ordinance No. 2, Series 2019

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

Councilor Kaup moved, seconded by Mayor Pro-Tem Leahy, to approve Ordinance No. 2, Series of 2019 An Ordinance of the City of Glenwood Springs, Colorado, Rezoning Property Owned by Iron Mountain Hot Springs, LLC known as 281 Centennial Street, Glenwood Springs, Colorado from Mixed Use (M1) to Resort (RE) Zoning (FIRST READING)

Motion passed unanimously

19 7th Street Waste Water Treatment Facility Demolition Options Phase 2

A. Existing (Out of Commission) Waste Water Treatment Facility Demolition Options Phase 2

Matt Langhorst presented the proposed 2nd phase of demolition of the existing (out of commission) Waste Water Treatment Facility Demolition. Phase 1 demolition of the existing (out of commission) waste water plant at 417 West 7st Street was 95% complete at this time. Phase 2 demolition work was being proposed for 2019. Council approved an $800,000 budget from the W/WW Enterprise Fund to remove the remaining buildings and concrete basins on site.

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

Councilor Ingraham moved, seconded by Councilor Godes, to approve phase 2 demolition of all remaining wastewater facilities

Motion passed unanimously

20 Downtown Parking

A. Downtown Parking

Debra Figueroa spoke to council about downtown parking. Potential updates to downtown parking policy were discussed with City Council at a work session on November 15, 2018. While a wide variety of proposed changes were discussed, staff wanted to check back in with City Council on more immediate proposed changes to pursue.

21 Report from City Administration

A. City Manager

Thanked Council for their support of the Holiday Party

B. City Attorney

Stated he is looking forward to the projects of 2019

C. Correspondence Incoming/Outgoing

No comments

22 Council Reports on Boards, Committees and Commission Meetings

No comments noted.

23 Executive Session

A. Executive Session to Conduct a Conference with the City Manager and City Attorney for the Purpose of Discussing the City's Purchase, Acquisition, Lease, Transfer or Sale of Real Property; Determining Positions Relative to Matters That May be Subject to Negotiations, Developing Strategy for Negotiations, and Instructing Negotiators; and to Conduct a Conference with the City Attorney to Receive Legal Advice in Accordance with C.R.S. 24-6-402(4)(a), (b) and (e), related to Hanging Lake Shuttle, MEAN, Parking, Garfield Industrial Development, Infrastructure Funding and MOC

Mayor Gamba requested a motion to move into executive session at 10:20pm

Councilor Godes moved, seconded by Mayor Pro-Tem Leahy, to go into executive session for the Purpose of Discussing the City's Purchase, Acquisition, Lease, Transfer or Sale of Real Property; Determining Positions Relative to Matters That May be Subject to Negotiations, Developing Strategy for Negotiations, and Instructing Negotiators; and to Conduct a Conference with the City Attorney to Receive Legal Advice in Accordance with C.R.S. 24-6-402(4)(a), (b) and (e), related to Hanging Lake Shuttle, MEAN, Parking, Garfield Industrial Development, Infrastructure Funding and MOC

The executive session was adjourned at 11:11pm

24 Adjournment

The meeting was adjourned at 11:12pm

City Council
STAFF REPORT
City of Glenwood Springs
January 17, 2019

Agenda Item: Sustainable Strategies Proposal

Action Requested: Approve the proposal from Sustainable Strategies for $8,500 per month the period of February 1, 2019 through January 31, 2020, plus out-of-pocket costs.

Department: City Administration

Presented By: Debra Figueroa, City Manager

Background Info: Sustainable Strategies is currently under contract for 10-12 grants per year, but has been writing up to 15. Since their original contract, they have brought more than $10,000,000 of state and federal resources into the City of Glenwood Springs.

Their proposal and end year report is attached to this agenda item.

Issues:

Staff Recommendation:

Sent via e-mail to dfigueroa@cogs.us

January 8, 2019

City Manager Debra Figueroa
City Hall
101 W 8th Street
Glenwood Springs, CO 81601

Re: Proposal for Resource Roadmap Services in Glenwood Springs, CO

Dear Debra:

On behalf of Sustainable Strategies DC (S^2), I am pleased to provide this proposal for services to provide strategic funding consulting to Glenwood Springs, CO. S^2 has extensive experience helping communities secure the funding for community priorities, including federal transportation, brownfields, housing, green infrastructure, and economic development resources. Attached is a 2018 Year End Report detailing the $7.9 million in new grant funding secured in 2018 (with $450,00 still pending), in addition to $2+ million in additional funding secured since S^2 began work with the City in the fall of 2016.

S^2 is currently underway with updating a "Resource Roadmap" identifies Glenwood Spring's priorities and the best opportunities to secure resources for these projects. Moving forward, we propose to provide comprehensive services to implement the roadmap, including strategic planning, grant-writing, and advocacy services. This retainer agreement defines a scope of work for the period of February 1, 2019 through January 1, 2019 (following the closure of our current contract). This agreement also proposes a compensation arrangement and provides background on our firm and our team.

GLENWOOD SPRINGS' PRIORITIES

As we discussed with various department heads and community leaders during our roadmap workshops, Glenwood Springs has a number of community revitalization priorities for which S^2 can help the City pursue funding and other support. Highlights included:

- ***Transportation Infrastructure:*** Glenwood Springs is underway with major transportation infrastructure improvements, including the South Midland Reconstruction and South Bridge Projects. Other projects include funding for running buses from the Hanging Lake Welcome Center, as well as a transit center and parking garage at the confluence.
- ***Brownfields:*** Glenwood Springs seeks federal funding to assess contamination at key sites identified in the Area-Wide Brownfields Plan for the Confluence Area supported by a U.S.

EPA Brownfields Area-Wide Planning grant. A U.S. EPA Brownfields Community-Wide Assessment grant would provide the City with a pot of funding to conduct Phase I and Phase II Brownfields assessments at properties with potential contamination that are ripe for cleanup and redevelopment.

- ***Parks and Recreation:*** Glenwood Springs seeks funding for a variety of local parks and trail projects, including the completion of the LOVA Trail, parks planning for South Canyon, and sports park upgrades (ice rink enclosure, soccer field "bubble").
- ***Arts and Culture:*** Glenwood Springs seeks funding to support upgrades to the historic Hydroelectric Plant building that provides arts and cultural programming to the community.
- ***Other:*** Other projects for which the City needs funding include resources for expanding the municipal broadband network, clean energy and efficiency improvements, a ride hailing service, a new recycling center, and fire and police staff and equipment.

SCOPE OF WORK

Glenwood Springs' success in obtaining resources will involve strategic thinking, clear grant writing and strong advocacy. S^2 proposes to work with Glenwood Springs to secure federal, state and other funding by:

- ***Identifying Glenwood Springs' Top Community Revitalization Priorities:*** Working with the City to determine which local projects are most competitive and ready for grant resources;
- ***Building Glenwood Springs' Competitive Advantages:*** Providing strategic advice to make Glenwood Springs more competitive for specific grant opportunities (*e.g.*, what types of projects does the federal agency really want to fund, how projects should be shaped to be most eligible and competitive, what types of partnerships would be most effective, what results does the federal agency hope to see, what's the likelihood of success, what are the local matching or other resource requirements);
- ***Grant-Writing:*** Providing comprehensive analysis of grant opportunities, and preparing up to ten grant proposals during the year for Glenwood Springs' highest priority projects;
- ***Stakeholder Support:*** Working with Glenwood Springs to identify and gather stakeholder support for funding projects from the right local, regional, state, and national stakeholders;
- ***Advocacy:*** Helping the City connect with appropriate federal and state officials to advocate for your community priorities; and
- ***In-person Strategic Support:*** Meeting directly with city officials and other key stakeholders in Glenwood Springs to implement and continually update the City's funding strategy.

COMPENSATION ARRANGEMENT

We will provide inclusive services for a monthly retainer of $8,500 per month the period of February 1, 2019 through January 31, 2020, plus out-of-pocket costs (which should be minimal and composed mostly of reasonable travel costs). This increase our currently monthly retainer of $7,500 (10-12 grants per year) by $1,000 per month to reflect our workload of 14-15 grant applications and major projects per year.

We suggest that this proposed scope of work and compensation arrangement will provide S^2 with an opportunity to fully understand your needs, apply our proven skills in helping community's secure significant resources and continue to position Glenwood Springs as a national leader in rural revitalization. Our firm is unique in these services because we combine 50+ years of solid focus on these issue areas, a devotion to representing local governments as opposed to private sector clients, a strong track record of securing funding for localities, substantial experience in Washington DC with congressional and agency officials and a full menu of funding and advocacy services.

INFO ON SUSTAINABLE STRATEGIES

S^2 is a government affairs and strategic consulting firm based in Washington, DC that helps clients secure resources for revitalization and tools for success in the green economy. We primarily represent local governments, green technology companies and non-profit organizations across the nation, with a focus on sustainable economic development, clean energy, brownfields revitalization and smart growth, community revitalization, clean air and clean water projects, and infrastructure improvements. We provide grants advocacy, congressional and agency advocacy, consulting on community revitalization, consulting on green technology deployment, project funding guidance, support for formation of public-private partnerships, and environmental legal counsel. We have helped communities across America succeed on innovative local projects, and secure hundreds of millions of dollars in resources for those projects. For more information, see www.StrategiesDC.com.

OUR TEAM

Matt Ward, CEO: Prior to the launch of S^2, Matt was a partner and Sustainable Communities practice group leader at The Ferguson Group (TFG). He joined TFG in 2005 after being a partner at the Washington, DC law firm Spiegel & McDiarmid, where he provided advocacy consulting on sustainability issues to communities for more than a decade. He is a co-founder of the National Brownfields Coalition and the Brownfield Communities Network, and he has served as national policy director to a number of organizations including the National Association of Local Government Environmental Professionals, the National Association of Towns and Townships, the Climate Communities coalition, the Mayors Automotive Coalition, the Manufacturing Alliance of Communities, and the American Waterfront Revitalization Coalition. Matt received his B.A., magna cum laude, from American University and his J.D. from the University of Virginia. Matt's published work as a co-author includes: *Unlocking Brownfields: Keys to Community Revitalization;* the *Roadmap for Auto Community Revitalization; Smart Growth is Smart Business; Smart Growth for Clean Water; Recycling America's Gas Stations: The Value and Promise of*

Revitalizing Petroleum Contaminated Properties; Profiles of Local Clean Air Innovation: Empowering Communities to Meet the Air Quality Challenges of the 21st Century; Revitalizing Mothballed Brownfields; Profiles of Business Leadership on Smart Growth: New Partnerships Demonstrate the Economic Benefits of Reducing Sprawl; HUD CDBG Brownfields Funding: A Building Block for Community Development; and Building a Brownfields Partnership from the Ground Up: Local Government Views on the Value and Promise of National Brownfields Initiatives. Matt served as a city councilman and planning commission member in his hometown of Charles Town, WV for more than a decade.

Andrew Seth, President: Prior to his role as the President of S^2, Andrew Seth was a partner and the Director of Coalitions at The Ferguson Group. He is the Executive Director of the Climate Communities coalition, and directed the American Waterfront Revitalization Coalition. He previously served as a project manager on environmental issues at the International City/County Management Association, where he directed the Local Government Environmental Assistance Network. Prior to joining ICMA, Andrew was a member of the government affairs team at Spiegel & McDiarmid. He began his environmental career at the conservation non-profit American Rivers. Andrew received his B.S., summa cum laude, from Salisbury State University and a M.S. in Resource Administration and Management from the University of New Hampshire. Andrew's published work as a co-author includes: *Smart Growth is Smart Business; Profiles of Local Clean Air Innovation: Empowering Communities to Meet the Air Quality Challenges of the 21st Century; Profiles of Business Leadership on Smart Growth: New Partnerships Demonstrate the Economic Benefits of Reducing Sprawl; Empowering Local Government Climate Action: A Blueprint for President Obama and the 111th Congress;* and *Empowering Local Clean Energy Action: Federal Policy Agenda for 2011*.

Ashley Badesch, Principal: Prior to joining S^2, Ashley worked at the Center for International Policy. Ashley received her Master of Public Policy with a focus in Environmental Policy from the University of Virginia Frank Batten School of Leadership & Public Policy. Ashley received a B.A. with Distinction in Spanish with a minor in philosophy at UVA, where she co-found the Zero Waste Initiative, chaired the student sustainability organization, and served as the student representative on the Materials Task Force for the President's Committee on Sustainability. Ashley is currently a J.D. candidate in the part-time program at Georgetown University Law Center.

Matthew Popkin, Senior Associate: Prior to joining S2, Matthew Popkin worked at the White House Council on Environmental Quality and Maryland Energy Administration. He received his M.P.P. from the Maryland School of Public Policy specializing in Energy and Environmental Policy, while helping to initiate the City of College Park's sustainability planning. Matthew also received his B.A. from the University of Maryland in Government and Politics, with minors in sustainability and Middle Eastern studies, and he chaired the University Sustainability Fund grant review committee and led the Student Government Association's Sustainability Committee, Ethics Committee, and Legislature. Matthew's published work as a co-author includes: *New Manufacturing on Old Brownfields* and *Sustainability Plan – College of Behavioral and Social Sciences.*

Sarah Marin, Client Services Manager: Sarah Marin manages client outreach and communications for S^2, including weekly client alerts containing upcoming grant opportunities and memos with key steps necessary for submission of proposals. Sarah is a recent graduate of the George Washington University where she received her bachelor's degree in International Affairs

with focuses in International Environmental Studies and Global Public Health and a minor in Sustainability. Prior to joining the team, she worked at Justice and Sustainability, LLC where she served in a Project Coordinator capacity.

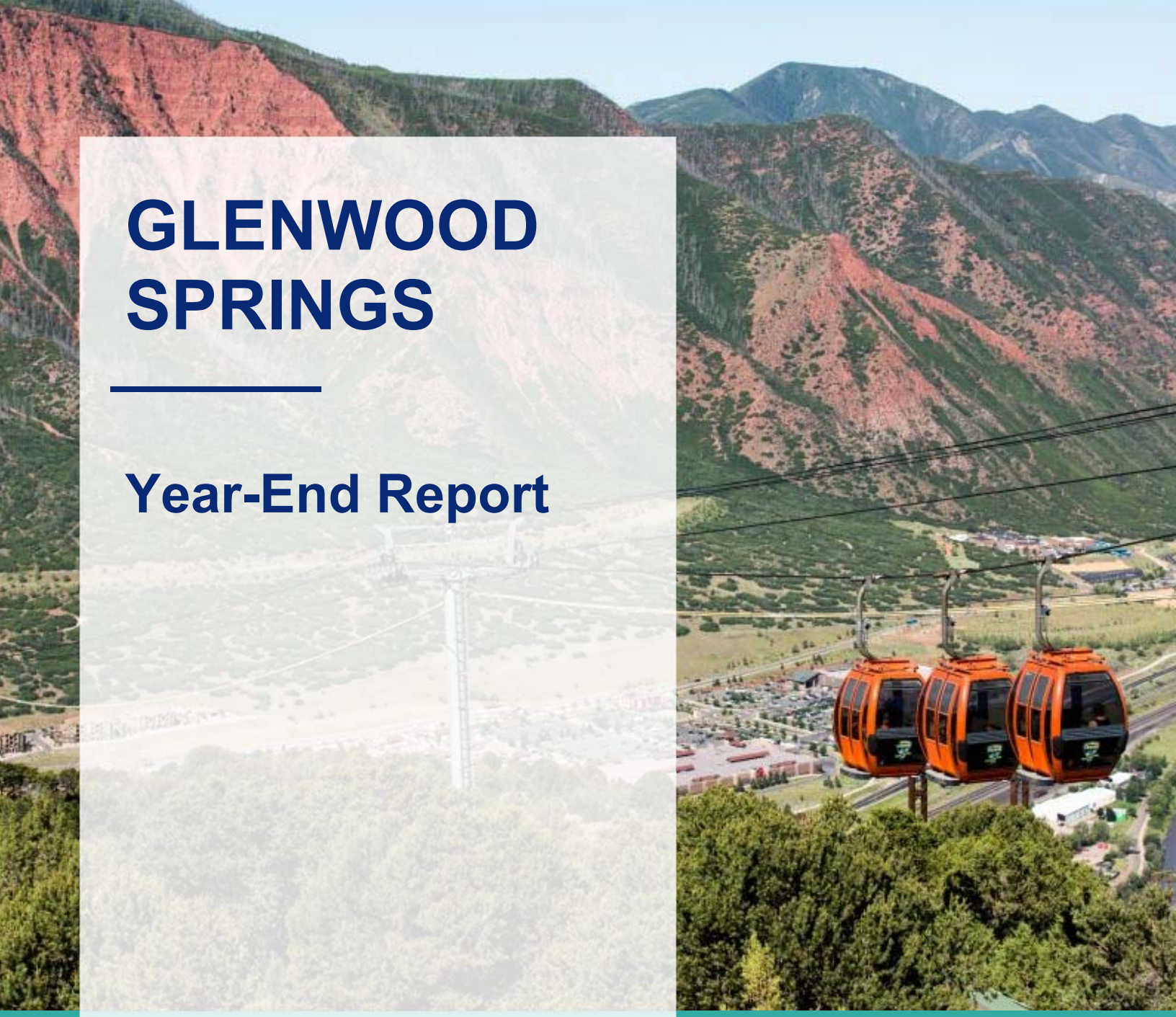
Again, we are excited about the prospect of continuing to work with Glenwood Springs to help you obtain resources for your community priorities. We would be pleased to discuss our proposal with you further. In the meantime, please let us know if you have questions or want additional information.

Sincerely,

Matt Ward
CEO

Andrew Seth
President

Ashley Badesch
Senior Associate & Project Director



GLENWOOD SPRINGS

Year-End Report

DECEMBER 2018

SUSTAINABLE STRATEGIES DC

The Year in Review

In 2018, Sustainable Strategies DC worked with Glenwood Springs to advance key community priorities, including transportation infrastructure, economic development, parks and recreation, and historic preservation.

Over the course of the past year, S^2 prepared and submitted 13 grant applications for community priorities, developed briefing materials and letters of support to advance these projects, assisted in securing two Opportunity Zone designations, and developed a resource strategy to advance restoration of the historic Hotel Colorado. To date in this calendar year, S^2 has brought in a total of **$7,965,631 in new grant funding** to implement Glenwood Springs' priority projects, with **$455,000 in grant funding still pending**. This funding leverages an additional $2.2 million in funding secured since S^2 began work for the City in the fall of 2016.

This year, Glenwood Springs participated in S^2's First & Main Coalition national advocacy efforts. In April, S^2 led a fly-in of leaders from small- and medium-sized communities from all over the country, including two representatives from Glenwood Springs, to advocate to protect federal investment in programs critical to community revitalization. Given the increase in U.S. Department of Transportation funds available to rural communities and plus ups to other key programs, S^2 considers these efforts a success and thanks Glenwood Springs for their participation.

In September, S^2 arranged a D.C. trip for Mayor Gamba and his team to meet with Glenwood Springs' U.S. Congressional Delegation and federal agency representatives to advocate for pending federal grant applications, build and maintain strong relationships with key federal partners, and learn from national experts at the Economic Innovation Group about how to maximize the City's Opportunity Zone designations.

Secured

- $7,007,562 from US DOT BUILD for South Midland Reconstruction & Rural Broadband Project
- $151,750 from DOLA EIAF for rockfall mitigation on South Midland
- $150,000 from GCFMLD for School Street upgrades
- $87,500 from DOLA EIAF for Airport Property Scenario Planning Study
- $35,000 from History Colorado for Downtown Architectural & Historical Survey
- $24,630 from FMLD for Fire Department Drones
- $9,189 from Colorado River District for Two Rivers Park Shoreline Restoration

Success

- 2 Opportunity Zone designations
- DC advocacy trip on protecting federal funding for small communities
- DC advocacy trip for relationship-building and lobbying key projects
- Targeted Resource Roadmap for Hotel Colorado

Pending

- $30,000 from GOCO for restroom renovations at Axtell Park.
- $75,000 from GOCO for South Canyon Area Parks Plan.
- $350,000 from GOCO for boat ramp and trail upgrades at Two Rivers Park.
- $100,000 from FEMA for flood mitigation planning for Mitchell Creek.

Not secured

- $600,000 from FMLD to support the South Midland Reconstruction project
- $300,000 from FMLD to support shoreline restoration at Two Rivers Park
- $45,000 from GOCO for Two Rivers Park Shoreline Restoration

In 2018, S² engaged with the Glenwood Springs team to accomplished the following:

- In January, S² helped Glenwood Springs to secure **$87,500** from the state's Department of Local Affairs (DOLA) Energy and Mineral Impact Fund to conduct an **Airport Property Scenario Planning Study**.

- In February, S² helped Glenwood Springs to secure **$150,000** in Garfield County Federal Mineral Lease District (FMLD) funds to support upgrades to **School Street** that will improve pedestrian safety and traffic flow near the newly renovated Glenwood Springs Elementary School.

- In April, S² helped Glenwood Springs to secure **$9,189** in Colorado River District funding to undertake **shoreline restoration** at Two Rivers Park.

- In March, S² helped Glenwood Springs to secure **Opportunity Zone designations** for its two eligible census tracts, which creates a new incentive for private investment in key priority projects in the downtown area.

- In July, S² submitted an application for approximately **$7 million** in U.S. Department of Transportation (DOT) Better Utilizing Investments & Leveraging Development (BUILD) funding to support the **South Midland Reconstruction & Rural Broadband project**. This application is still pending.

- In August, S² submitted an application for **$45,000** in Great Outdoors Colorado (GOCO) Habitat Restoration funding to support **shoreline restoration** efforts at Two Rivers Park. This application was rejected.

- Also in August, S² submitted three grants to the GCFMLD grant program, including:
    - An application for **$24,630** to purchase Unmanned Ariel Vehicle (UAV) equipment and training for the Fire Department. This grant was secured.
    - An application for $600,000 to support the South Midland Reconstruction project. This application was rejected.
    - A joint application with the Colorado River District for $300,000 to support shoreline restoration at Two Rivers Park. This application was rejected.

- In September, S^2 completed a **targeted Resource Roadmap** outlining potential grant opportunities and incentives available to advance the restoration of the iconic **Hotel Colorado**.

- Also in September, S^2 helped Glenwood Springs to secure **$35,000** in funding from the History Colorado Historic Preservation Grant to support a **Downtown Architectural & Historical Survey**.

- In November, S^2 submitted three GOCO grants (all still pending) including:
  - An application for **$30,000** to support restroom renovations at **Axtell Park**.
  - An application for **$75,000** to support a **South Canyon Area Parks Plan**.
  - An application for **$350,000** to support upgrades to the boat ramp and trail facilities at **Two Rivers Park**.

- In December, S^2 helped Glenwood Springs to secure **$7,007,562** in U.S. Department of Transportation (DOT) Better Utilizing Investments to Leverage Development (BUILD) to support the South Midland Reconstruction & Rural Broadband project.

- Also in December, S^2 helped Glenwood Springs to secure **$151,750** in DOLA EIAF funds to support **Rockfall Mitigation on South Midland Avenue.**

- Also in December, S^2 helped Glenwood Springs to secure **$500,000** in Colorado Municipal League funds to support the **27th Street Bridge Replacement**.

S^2 success in action:

In November 2018, Glenwood Springs celebrated the groundbreaking of the 27th Street Bridge Replacement. S2 helped to secure $1.45 million in funding from state and county funding sources to support this project in 2017.

Roadmap for 2019

This month, S^2 will begin working with Glenwood Springs' elected officials and administration to refresh our "Glenwood Springs Resource Roadmap" for the New Year. The key function of Glenwood Springs' Resource Roadmap will be to identify the grants and other resources for which the city's priority projects are eligible and most competitive. The Roadmap will assess competitiveness factors and tactical considerations, typical funding ranges, required match amounts, timing considerations, and key next steps.

Based upon interaction with city officials and key organizational stakeholders in meetings held in Glenwood Springs in December, the renewed roadmap will identify projects which:

- Address priority community needs or catalyze major revitalization;
- Have support from municipal officials, local businesses, and the public;
- Are feasible to implement from a staff capacity, funding capacity, legal and institutional perspective;
- Are competitive for grants and other resources.

This Roadmap will guide our firm's work with Glenwood Springs over the next year. Planning ahead will enable the City to budget for necessary matching requirements and make informed determinations regarding which projects are best suited for grant funding. The Roadmap will also include information regarding the changing political landscape in Washington, D.C., and how Glenwood Springs can best navigate this to its advantage in accomplishing its goals.

S^2 Sustainable StrategiesDC

S^2 WISHES YOU A HAPPY NEW YEAR & LOOKS FORWARD TO ANOTHER SUCCESSFUL YEAR FOR GLENWOOD SPRINGS!

City Council
STAFF REPORT
City of Glenwood Springs
January 17, 2019

Agenda Item: Ordinance No 2, Series of 2019; An Ordinance of the City Council of the CIty of Glenwood Springs, Colorado, Rezoning Property Owned by Iron Mountain Hot Springs, LLC known as 281 Centennial Street, Glenwood Springs, Colorado, from Mixed Use (M1) to Resort (RE) Zoning. (SECOND READING)

Action Requested: Ordinance for Rezoning approved by City Council on November 15, 2018 regular meeting.

Department: Economic and Community Development

Presented By: Hannah Klausman, Senior Planner

Background Info: City Council on November 15, 2018, approved Planning Item 16-18 to rezone two parcels from the M-1 zone to RE. This action requires an Ordinance to formally amend the zoning map.

Issues: None.

Staff Recommendation: Staff recommends approval of Ordinance No. 2, Series 2019 rezoning property owned by Iron Mountain Hot Springs, LLC, known as 281 Centennial Street, Glenwood Springs, Colorado, from Mixed Use (M1) to Resort (RE) Zoning.

ORDINANCE NO. 2

Series of 2019

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, REZONING PROPERTY OWNED BY IRON MOUNTAIN HOT SPRINGS, LLC KNOWN AS 281 CENTENNIAL STREET, GLENWOOD SPRINGS, COLORADO, FROM MIXED USE (M1) TO RESORT (RE) ZONING.

WHEREAS, Iron Mountain Hot Springs, LLC (the "Applicant") filed with the City of Glenwood Springs ("Glenwood Springs" or the "City") a request to rezone from Mixed Use (M1) to Resort (RE) two parcels of land located at 281 Centennial Street in Glenwood Springs, Colorado, known as Parcel Numbers 218509201002 and 218509202001 according to the real property records of Garfield County, Colorado (the "Property"); and

WHEREAS, the Planning and Zoning Commission considered the requested rezoning at a public hearing on October 23, 2018 and recommended approval of the rezoning based on its consideration of the rezoning approval criteria set forth in Section 070.060.040(a)(3)f.3. of the Municipal Code and its findings that the rezoning is consistent with the Comprehensive Plan's commercial designation; the rezoning is consistent with the RE Resort district's purpose statement; and 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; and

WHEREAS, City Council, following notice required by law, held a public hearing at a regular meeting on January 3, 2019 to consider the rezoning request for the Property in light of the approval criteria set forth in Section 070.060.040(b)(3)f.3. of the Municipal Code and found that rezoning the Property to Resort (RE) is an appropriate designation for the Property pursuant to Section 070.060.040(b)(3)f.3.; and

WHEREAS, City Council wishes to rezone the Property from Mixed Use (M1) to Resort (RE).

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

Section 1. The recitals above are hereby adopted as findings.

Section 2. The Property is hereby zoned Resort (RE).

Section 3. Pursuant to Section 070.060.040(b)(3)g. of the Municipal Code, the Community Development Director shall prepare a revision to the Official Zoning Map for the City of Glenwood Springs to reflect the rezoning approved herein and shall record the amendment map and this Ordinance with the Garfield County Clerk and Recorder.

Section 4. Any ordinances or resolutions or parts thereof, which are in conflict with this ordinance, are hereby repealed to the extent of such conflict only.

INTRODUCED, READ ON FIRST READING, PASSED, AND ORDERED PUBLISHED BY TITLE ONLY THIS 3rd DAY OF JANUARY, 2019.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST: _____
Michael Gamba, Mayor

_____
Catherine Mythen, City Clerk

INTRODUCED, READ ON SECOND READING, PASSED AND ORDERED PUBLISHED BY TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND PUBLICATION THIS 17th DAY OF JANUARY, 2019.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST: _____
Michael Gamba, Mayor

_____
Catherine Mythen, City Clerk

RESOLUTION 2019 - 6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AUTHORIZING A BONUS AND APPROVING AMENDMENT TO EMPLOYMENT AGREEMENT FOR THE GLENWOOD SPRINGS CITY MANAGER

WHEREAS, the City of Glenwood Springs, Colorado (the "City") Municipal Charter Section 6.2 requires the City Council to appoint a City Manager who shall be the chief administrative officer for the City; and

WHEREAS, the City Council is satisfied with the prior and current service of the City Manager and desires to increase the City Manager's salary and provide the City Manager with a year-end bonus for work performed in 2018; and

WHEREAS, the City Council finds that the payment of a bonus and the compensation provided in the Third Amendment to Employment Agreement (**Exhibit A**) with the City Manager is just and reasonable.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, RESOLVES THAT:

Section 1. The foregoing recitals are hereby incorporated as if set forth in full.

Section 2. City Council hereby authorizes the payment of a $20,000 year-end bonus to the City Manager.

Section 3. The Third Amendment to Employment Agreement for the City Manager attached hereto as **Exhibit A**, is approved.

INTRODUCED, READ AND PASSED THIS 17TH DAY OF JANUARY 2019.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

_____
Michael Gamba, Mayor

_____
Catherine Mythen, City Clerk

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

This THIRD AMENDMENT TO EMPLOYMENT AGREEMENT is made this 17th day of January 2019, by and between the City of Glenwood Springs, Colorado (hereinafter "Employer" or the "City"), and Debra M. Figueroa (hereinafter "Employee" or "City Manager").

WHEREAS, the City and Employee entered into an Employment Agreement on May 9, 2016 (the "Employment Agreement"); a First Amendment to Employment Agreement in February 2017; and a Second Amendment to Employment Agreement on November 16, 2017; and

WHEREAS, Section IV. A. of the Employment Agreement provides "Compensation shall be reviewed annually as provided for in Section III.A. above"; and

WHEREAS, the City has reviewed Employee's compensation and desires to increase the Employee's salary as of January 1, 2019.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. The Compensation referenced in Section IV.A. of the Employment Agreement shall be increased to $165,000 per calendar year starting January 1, 2019, payable in installments at the same time as other City employees are paid.

2. All other terms and conditions of the Employment Agreement, as amended, shall remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Employment Agreement as of the date first above written.

EMPLOYER:
CITY OF GLENWOOD SPRINGS, COLORADO

By:_____
Michael Gamba, Mayor

ATTEST:

_____
City Clerk/Deputy City Clerk

EMPLOYEE:

_____
Debra M. Figueroa

Karp Neu Hanlon PC
ATTORNEYS AT LAW
www.mountainlawfirm.com

Glenwood Springs – Main Office
201 14th 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: January 10, 2019

TO: Mayor and City Council, City of Glenwood Springs

FROM: Karp Neu Hanlon, P.C.

RE: Second Amended Aerial Lease Agreement with Glenwood Tramway, LLC

Attached please find a Second Amended Aerial Tramway Lease Agreement between the City and Glenwood Tramway, LLC. Pursuant to the original 10 year lease agreement executed in 2002, the City leased property to Glenwood Tramway, LLC for constructing, maintaining and operating the original tramway to the Glenwood Caverns Adventure Park and to construct a foot trail for construction, maintenance, and emergency evacuation. The lease agreement was renewed for an additional ten (10) year term in 2012. Although the lease has not expired, the original tramway was removed and is being replaced with a new, larger tramway. The attached Second Amended Lease Agreement grants a lease to Glenwood Tramway for the construction of the new tramway and eliminates the lease for the construction of a foot trail. Other minor modifications are also included in the amended agreement to update the lease from when it was first executed in 2002.

SECOND AMENDED AERIAL TRAMWAY LEASE AGREEMENT BETWEEN THE CITY OF GLENWOOD SPRINGS COLORADO AND GLENWOOD TRAMWAY, LLC

This SECOND AMENDED AERIAL TRAMWAY LEASE AGREEMENT ("Second Amended Lease Agreement") is made and entered into this ____ day of _____, 2018 by and between the CITY OF GLENWOOD SPRINGS, a Colorado home-rule municipality (the "City"), and GLENWOOD TRAMWAY, LLC, a Colorado limited liability limited company (the "Lessee"), each a "Party" to this Second Amended Lease Agreement and collectively referred to as the "Parties".

WHEREAS, Lessee is the lessee and POW, Inc. is the owner of certain real property located in Garfield County, Colorado as more particularly described Exhibit A (the "Lessee Property") attached hereto and incorporated herein by reference;

WHEREAS, the City is the owner of certain real property located in Garfield County, Colorado as more particularly described Exhibit B (the "City Property") attached hereto and incorporated herein by reference; and

WHEREAS, on June 6, 2002, Glenwood Springs City Council approved a Major Development Permit and Special Use Permit for the construction and operation of an aerial tramway; and

WHEREAS, on June 20, 2002, Glenwood Springs City Council approved the grant of a License or Lease for the construction and operation of an aerial tramway across the City Property; and

WHEREAS, on July 24, 2002 the City and Lessee executed an Aerial Tramway Lease Agreement which was amended on August 15, 2002 by the First Amended Aerial Tramway Lease Agreement; and

WHEREAS, in 2012 the Parties renewed the First Amended Aerial Tramway Lease Agreement for a ten year term; and

WHEREAS, on September 20, 2012, the City approved an Amendment to the Special Use Permit authorizing the addition of six cars to the existing aerial tramway;

WHEREAS, on April 19, 2018, Glenwood Springs City Council approved an Amendment to the Special Use Permit authorizing the replacement of the existing tram base station and the replacement of 18 fixed gripped six person cabins with 44 detachable six person cabins ("New Tramway"); and

WHEREAS, the Parties wish to amend and supersede the original and First Amended Aerial Tramway Lease with this Second Amended Lease Agreement.

NOW THEREFORE, in consideration of the right granted to the City to install radio equipment on a tramway tower and the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City grants a lease to the Lessee on the following terms and conditions:

1. The City hereby grants Lessee a lease for purposes of constructing, maintaining, and operating the New Tramway over and above the City Property as described on Exhibit B attached hereto ("Leased Premises") and an easement on the surface of City Property for emergency evacuation purposes. New Tramway uses include suspending tramway cables over and above the Leased Premises, and the passage of tramway cars or carriers over and above the Leased Premises. Lessee shall not construct any towers, structures, or improvements on the surface of the Leased Premises. No other use shall be permitted on, over, or above the Leased Premises, and no parties other than Lessee's contractors or agents and Colorado Passenger Tramway Safety Board ("CPTSB") and other regulatory personnel shall be allowed access to or use of the Leased Premises for the purposes set forth herein. The Parties agree that no rights other than those specified in this Second Amended Lease Agreement Lease shall be conveyed by City to Lessee.

2. The City shall have unrestricted rights to build roads or trials and other structures subject only to rules and regulations of the CPTSB.

3. As part of the consideration for this Second Amended Lease Agreement, Lessee agrees to lease to the City a non-exclusive right to install a radio tower or transmitter on the Lessee Property in a mutually agreed upon location and to connect to the radio equipment at the City's expense. The installation and use of the equipment shall comply with all applicable federal, state and local laws and regulations. The plans and specifications for the installation, maintenance, and operation of the equipment shall be in conformance with Lessee's guidelines and shall be subject to the prior approval of Lessee, such approval not be unreasonably withheld. The term of the lease to the City for this purpose shall remain in effect until the expiration of this Second Amended Lease Agreement.

4. Lessee agrees to indemnify, defend and hold City harmless for any damage or injury incurred as a result of the Lessee's construction, maintenance and operation occurring on the City's property and shall purchase general liability per person and $1,000,000 per occurrence. Lessee will submit proof of insurance before construction of the New Tramway beings, with the City named as additional insured. These insurance requirements shall be in effect during the entire term of this Second Amended Lease Agreement. The City agrees to hold Lessee harmless from any claims for damage to its radio equipment and from any damage or injury claims arising from the City's construction, maintenance and operation of such equipment. The City shall self-insure or carry its own insurance with respect to such risk.

5. The term of this Second Amended Lease Agreement shall be for a period of ten years commencing on the execution of this Second Amended Lease Agreement, and shall be renewable for two additional terms of ten years each at the option of Lessee if it is not then in material default under this Second Amended Lease Agreement by giving at least 180 days written notice of its intent to renew, provided that the City may terminate or revoke

this Lease upon one-hundred eighty (180) days written notice upon the occurrence of any of the following events, provided that during 180 days Lessee or its assigns or secured lender shall have an opportunity to cure such condition:

a. If Lessee fails to complete construction of the New Tramway within two (2) years from the date of execution of this Second Amended Lease Agreement.

b. If Lessee ceases operation of the New Tramway for a continuous period of two (2) years. Cessation of operation is defined as complete nonuse of the New Tramway without any substantial attempts by the operator or owner or secured lender thereof to repair, maintain, or operate this New Tramway.

c. If the CPTSB or a court determines that Lessee is operating the New Tramway in substantial violation of any material law, or Lessee breaches any material provision of this Second Amended Lease Agreement.

6. In the event City terminates this Second Amended Lease Agreement pursuant to Paragraph 5 (a)-(d) above, Lessee shall restore the Leased Premises to as good or better condition than the Leased Premises were in at the time the original Aerial Tramway Lease Agreement was signed.

7. Nothing contained in this Second Amended Lease Agreement shall be interpreted as a waiver or limitation of governmental immunity, to which the City is otherwise entitled under C.R.S. § 24-10-101, *et seq.*, as amended.

8. Any notice or other communication required under this Second Amended Lease Agreement shall be delivered in writing either in person or by U.S. mail to the following addresses, unless a new address is provided by either Party:

To City:	City Manager City of Glenwood Springs 101 West 8th Street Glenwood Springs, CO 81601
With copy to:	City Attorney City of Glenwood Springs 101 W. 8th Street Glenwood Springs, CO 81601
To Lessee:	Steve Beckley Glenwood Tramway, LLC 51000 Two Rivers Plaza Rd. Glenwood Springs, CO 81601
With copy to:	Chad Barsness 1607 Grand Ave. Unit 24 Glenwood Springs, CO 81601

9. This Second Amended Lease Agreement may not be assigned or transferred without the express written consent of the City prior to such assignment or transfer, which consent shall not be unreasonably withheld. The City hereby consents to an assignment of this Second Amended Lease Agreement as follows, provided that Lessee first gives written notice of such assignment to the City and provided such assignee agrees in writing to be bund to the terms and conditions of this Agreement: (a) Lessee may provide a collateral assignment of this Second Amended Lease Agreement to any lender providing funds to Lessee for the acquisition, construction, or financing of the New Tramway or related property or for working capital purposes; and (b) Lessee may assign this Second Amended Lease Agreement to (i) any person or entity owning Lot 1, Two Rivers Plaza Subdivision (the Tramway base property), (ii) any person or entity owning the real estate where the Glenwood Caverns are located, or (iii) any person or entity owning the New Tramway system.

10. This Second Amended Lease Agreement may only be modified or amended by a writing duly executed by the Parties, their successors or assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amended Lease Agreement in duplicate originals, each of which shall have full force and effect.

CITY OF GLENWOOD SPRINGS, COLORADO

_____
Mike Gamba, Mayor

ATTEST:

_____
Catherine Mythen-Fletcher, City Clerk

GLENWOOD TRAMWAY, LLC

_____
Steve Beckley

STATE OF COLORADO)
) SS.
COUNTY OF _____)

Subscribed before me this ___ day of _____ 2018, by Steve Beckley of GLENWOOD TRAMWAY, LLC, who acknowledged to me that he executed this Second Amended Lease Agreement for the purposes herein stated.

_____

Notary Public

617997 01/02/2003 03:34P B1423 P356 M ALSDORF
6 of 7 R 36.00 D 0.00 GARFIELD COUNTY CO

Exhibit A
To First Amended Aerial Tramway Lease and Agreement

Legal Description
Property of Lessees – Base Station

Lot 1B, Two Rivers Plaza Subdivision
City of Glenwood Springs
County of Garfield
State of Colorado

Legal Description
Property of Lessees – Top Station

Township 6 South, Range 89 West of the Sixth Principal Meridian:

Section 3: NW ¼ SW ¼
Section 4: Lot 10

County of Garfield
State of Colorado

617997 01/02/2003 03:34P B1423 P367 M ALSDORF
7 of 7 R 36.00 D 0.00 GARFIELD COUNTY CO

EXHIBIT B

90 FOOT TRAMWAY EASEMENT
CROSSING CITY OF GLENWOOD SPRINGS

A 90.00' WIDE STRIP OF LAND CROSSING THE CITY OF GLENWOOD SPRINGS PROPERTY AS RECORDED IN RECEPTION NUMBER 344199 AND CORRECTED IN RECEPTION NUMBER 474740, SITUATED IN THE NE1/4NW1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID EASEMENT LYING 45.00 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, A B.L.M. ALUMINUM CAP IN PLACE, THENCE S 65°42'05" W 611.82 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID PROPERTY, THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY BOUNDARY LINE N 53°44'37"E ALONG SAID CENTERLINE 167.18 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF SAID PROPERTY, THE TERMINUS, (WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS N 70°07'11" E 449.60).

COLORADO REGISTERED FRANK J. BRUNO, JR. 19598 PROFESSIONAL LAND SURVEYOR

07/23/02
2021665
C.O.G.S.

1517 Blake Avenue, Ste. 101
Glenwood Springs, CO 81601
phone 970 945-8676 • fax 970 945-2555

14 Inverness Drive East, Ste. D-136
Englewood, CO 80112
phone 303 925-0544 • fax 303 925-0547

Grand Junction, CO 80501
phone 970 858-0933 • fax 970 858-0275

City Council
STAFF REPORT
City of Glenwood Springs
January 17, 2019

Agenda Item: Approve Proposed Paint Scheme for New Ride Glenwood Buses

Action Requested: Approve paint scheme for new Ride Glenwood buses

Department: Engineering

Presented By: Terri Partch, City Engineer
Tanya Allen, Transportation Manager

Background Info: We are expecting delivery of a new, 30' CNG-powered transit bus in April of 2019 from the Gillig bus factory. Base paint and/or decals can be added at the factory during the production process at our request.

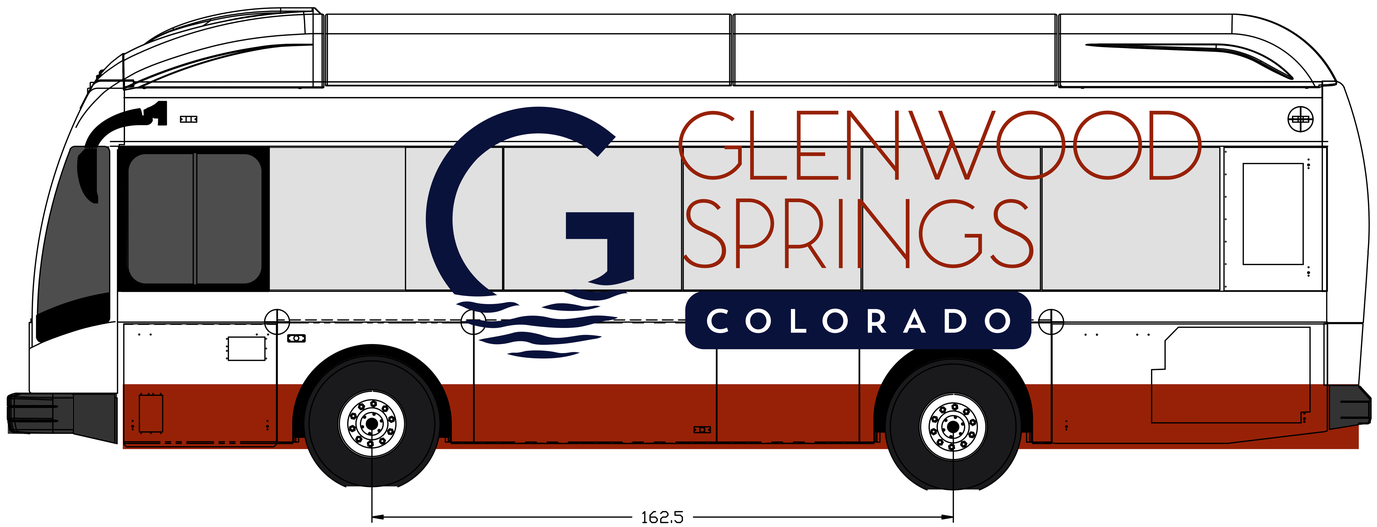
The existing Ride Glenwood Springs graphics are dated and not consistent with current City branding. We have asked Gillig's graphic designers to provide some updated options inspired by the City's "Wavy G" logo and our location.

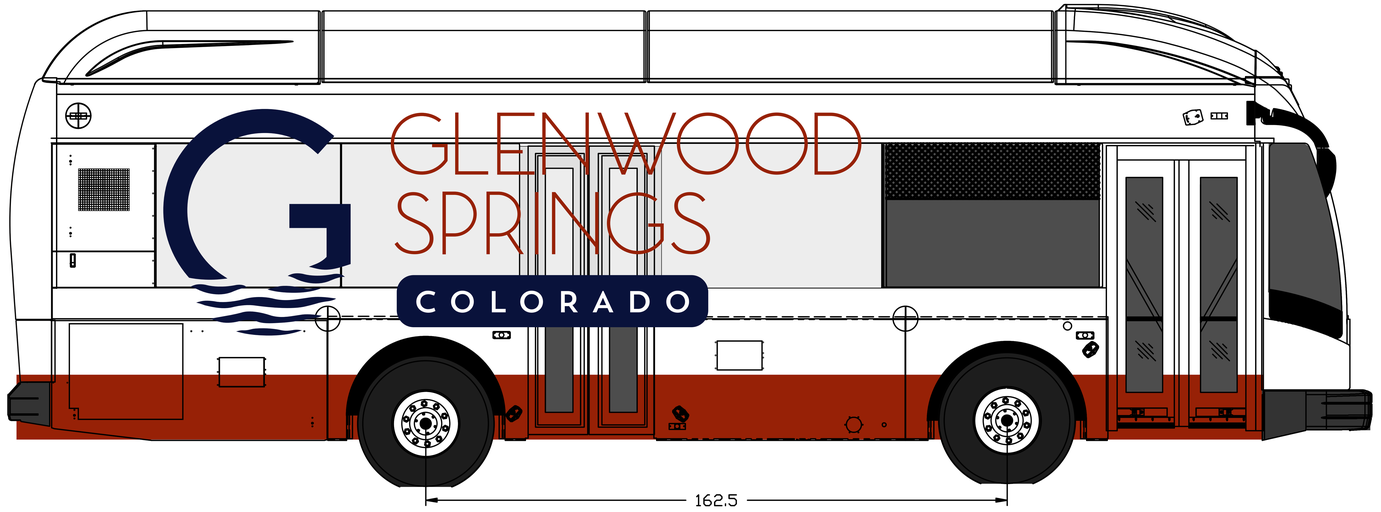
The designers have generated three potential paint layouts and two logo options for our consideration. At a minimum, a base paint color scheme should be approved at this meeting in order to meet production deadlines. Adjustments to graphics and decals can still be made at future meetings.

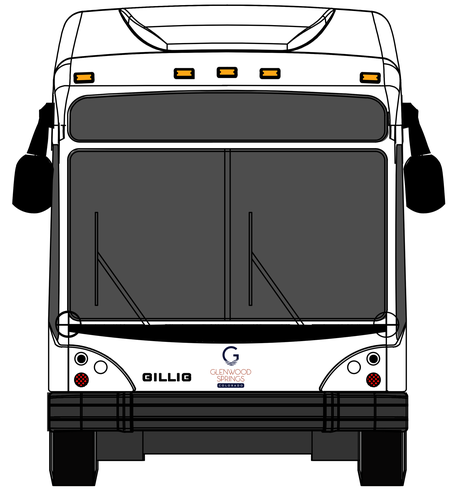
Issues: Ride Glenwood Springs may be fully rebranded in the future according to recommendations outlined in the 2018 Transit Operations Plan. A simpler base paint layout/decal scheme (such as layout #1) has the potential to accommodate future changes and new decals, if necessary, more easily.

1. Approve one of the existing layout and logo options.
2. Request additional changes to one of the layouts and/or alternatives.

Staff Recommendation: Approve layout #1.



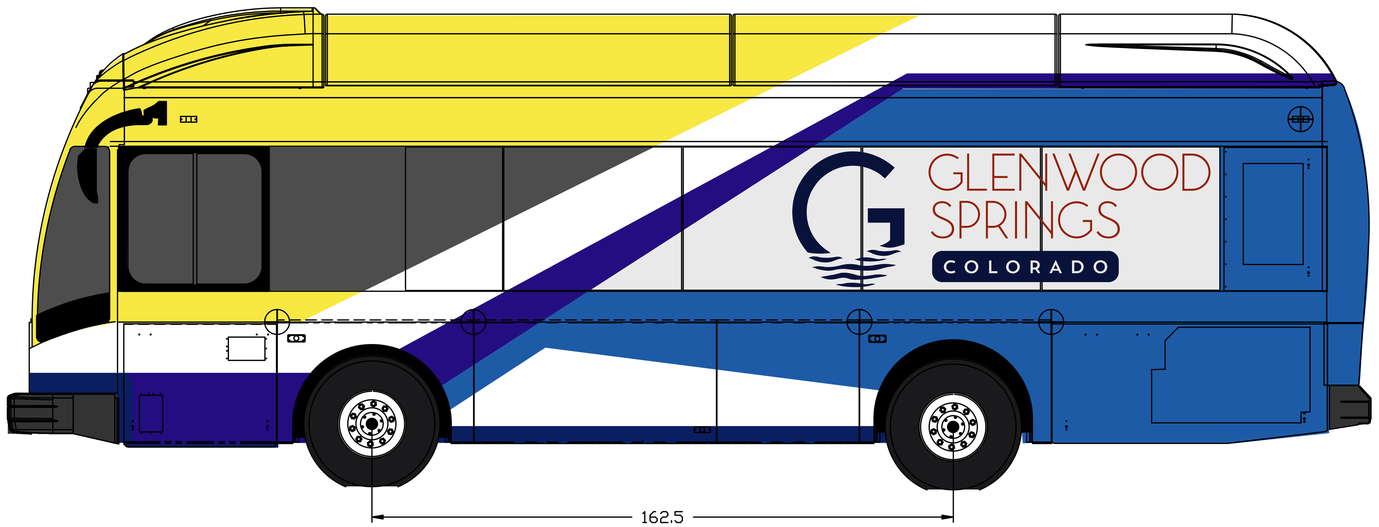


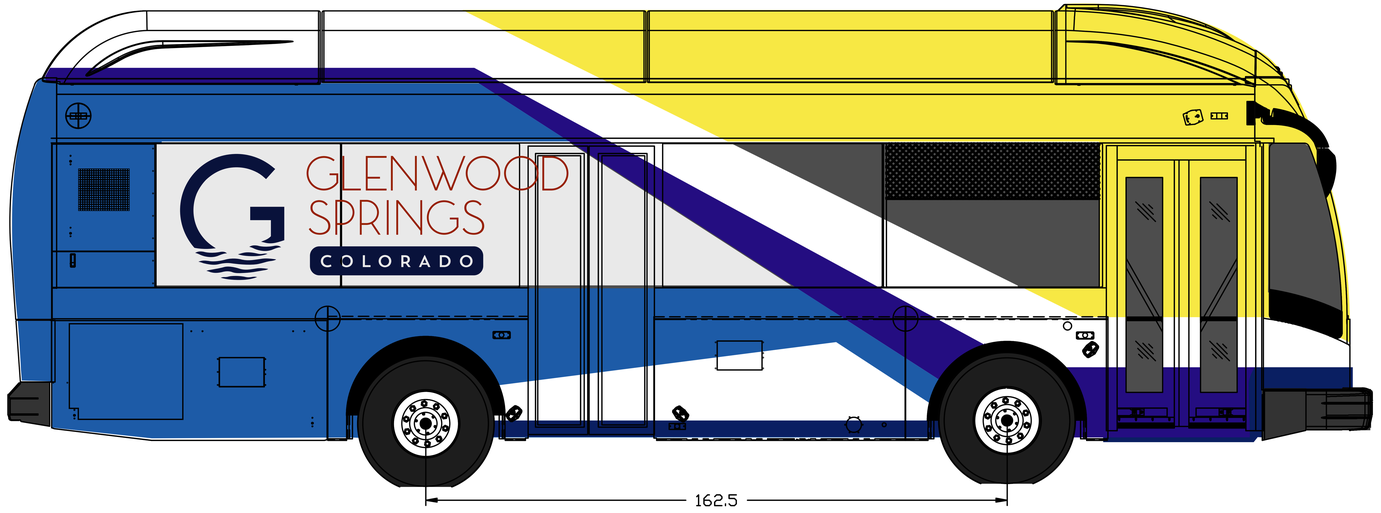


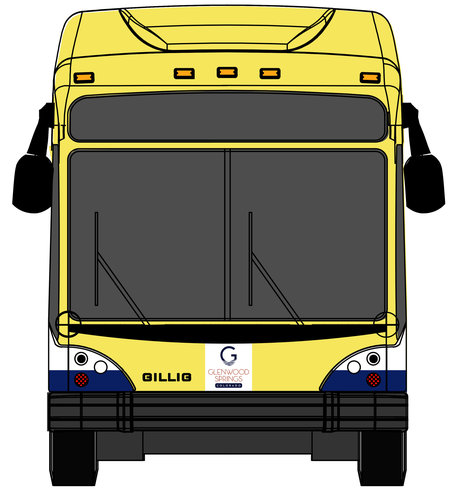
CIS CORPORATE IDENTITY SYSTEMS
A VOMELA COMPANY

CITY OF GLENWOOD SPRINGS
BUS GRAPHIC
CONCEPTUAL SKETCH #1 OF 3

SM
THE VOMELA COMPANIES



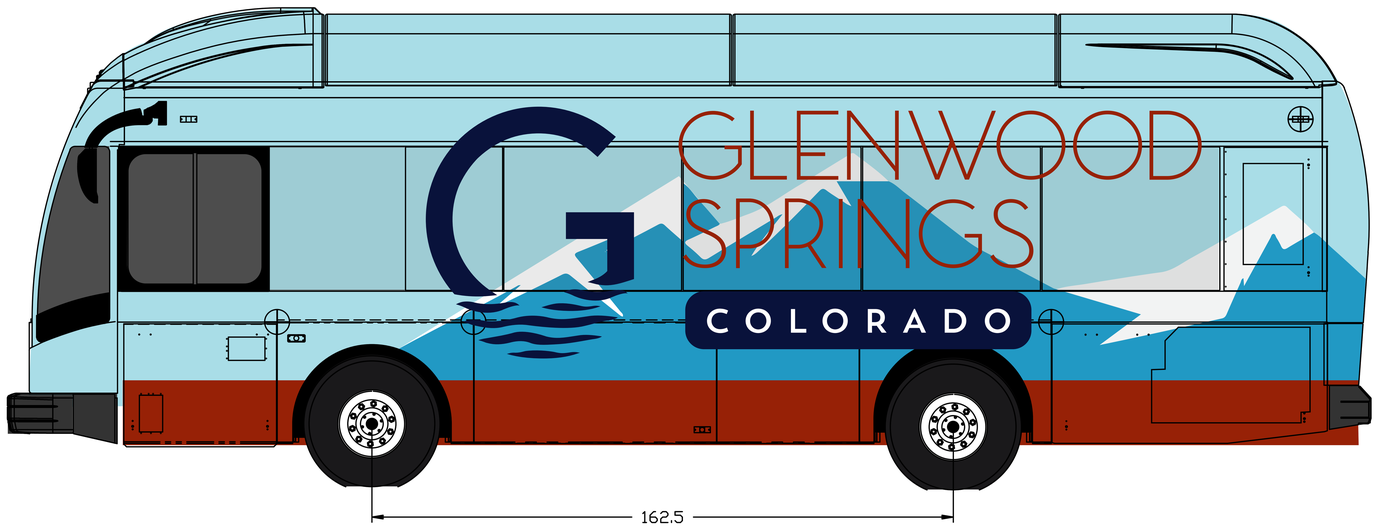


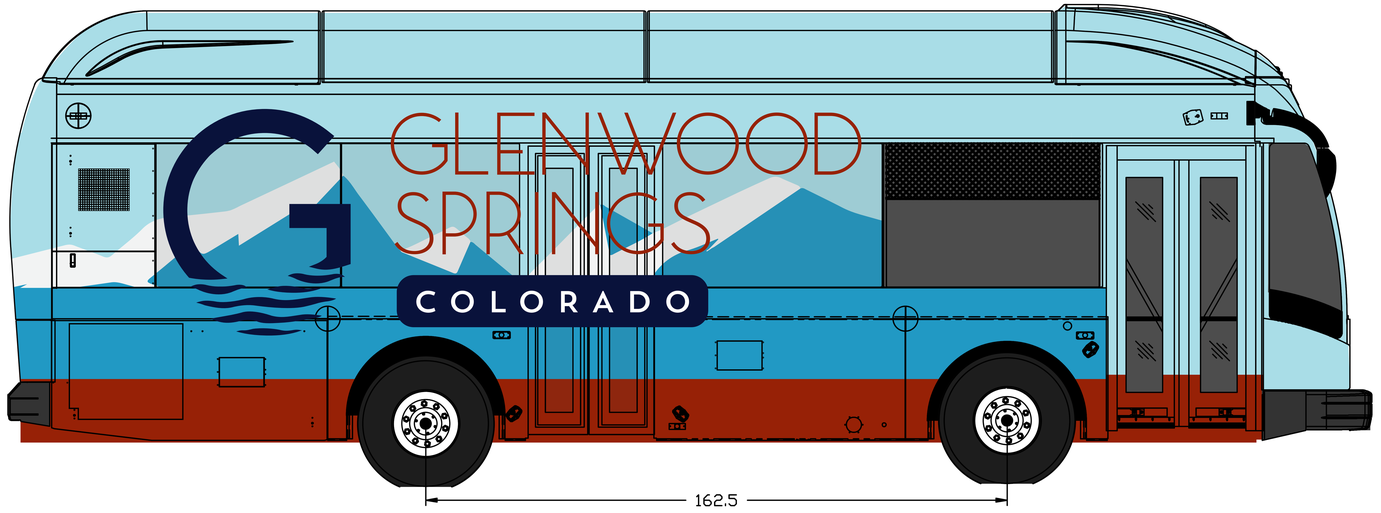


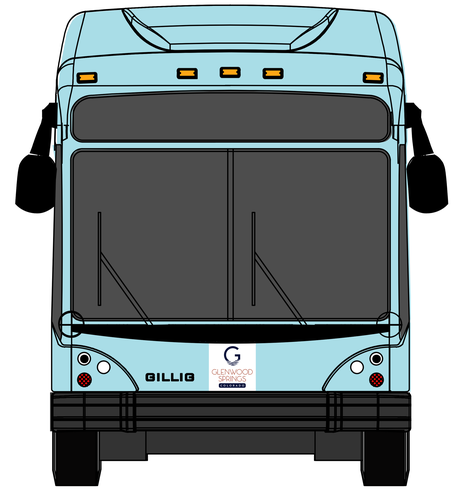
CIS CORPORATE IDENTITY SYSTEMS
A VOMELA COMPANY

CITY OF GLENWOOD SPRINGS
BUS GRAPHIC
CONCEPTUAL SKETCH #2 OF 3

SM
THE VOMELA COMPANIES







CIS CORPORATE IDENTITY SYSTEMS
A VOMELA COMPANY

CITY OF GLENWOOD SPRINGS
BUS GRAPHIC
CONCEPTUAL SKETCH #3 OF 3

SM
THE VOMELA COMPANIES

GLENWOOD
SPRINGS
RIDE GLENWOOD SPRINGS

City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2019

Agenda Item:	Two Rivers Park Shoreline Project Bid
Action Requested:	Decision from Council for Notice of Award on BD 2019-001
Presented By:	Brian Smith, Director of Parks and Recreation
Background Info:	The City bid out the Two Rivers Shoreline Project on December 6th, 2018. A mandatory pre-bid meeting was held on December 20th, 2018 with 11 companies in attendance. The City received pre-qualifications from four of the companies. The public bid opening was held on January 14th, 2019. Reviewing staff included Brian Smith, Steve Boyd, Josh Blyth, Ricky Smith, Mary, and Debra Figueroa. The City received one bid. The single bid was received from Gould Construction, Inc. and included the bid alternate for the construction of the island area. The bid is summarized in the table below: Two Rivers Shoreline Project — $3,685,647 Bid Alternate – Island Area — $1,002,509 Total Cost — $4,688,156 Engineering Estimate from REP for the project was $3,108,136.
Issues:	Staff reviewed and requested several revisions to the plans submitted by REP to bring the designs to acceptable bid set standards. Council indicated they wanted to continue to work with REP through construction. At the mandatory pre-bid meeting there was a common concern from the contractors regarding the accuracy of the quantities provided to construct the project, and the amount of risk transferred to the contractors through lump sum quantities and measurement of rock and unclassified excavation. With their bid submittal, Gould Construction included a notice qualifying their proposal as follows: “Please note we have qualified our bid with respect to the measurement and payment section of the Contract Documents. Please read the qualification details in the proposal. We are asking for all quantities with a unit price bid be measured and paid for based on the measurement.” REP’s survey points and aerial topo data that established existing conditions surfacing is not detailed enough for calculating exact quantities. Rock and

	excavation are likely to go over and will likely lead to significant change order requests We are still in the process of developing utility, lighting, restroom, and landscaping plans with SGM and Land Studio that will be added to the project by change order. In addition, staff recommends a civil construction manager to ensure the rock walls, concrete slabs, utilities are constructed and tested per plan. These costs are not included in the bid from Gould construction. As an order of magnitude estimate, these costs could add another $500,000 to $550,000to the project. This project is not included in the 2019 budget and would need to be funded out of A&I bond proceeds. If South Midland is close to 90% engineering estimates, there will be $9 million left in bond revenue for Council to consider. Colorado Parks and Wildlife approved an in-water construction window for the project with in-water work to be completed 75 calendar days form Notice to Proceed with an anticipated issue date of February 1 through June 1, 2019. With consideration to park and river users the boat ramp must be functional by June 15, with full project completion by July 15th. Staff is unable to guarantee the cost of this project. If awarded, Council should expect significant change orders.
Actions Alternate	1. City Council can reject the bid and work with an engineering firm to better quantify needed materials for the project. This would reduce the overall risk to the contractor but would push the project to 2020. 2. City Council can approve the bid. 3. City Council can approve the bid without the bid alternative. 4. City Council can ask staff to work with REP to value Engineer the project to reduce the cost of the project. This will likely move the construction of the project to 2020. City staff defers to council for approval of Notice of Award on BD 2019-001

Two Rivers Park Shoreline Improvements Project

PREPARED FOR: City of Glenwood Springs
PREPARED BY: Recreation Engineering & Planning Inc.
DATE: January 16, 2019

This memorandum is to provide input related to the bid received by Gould Construction on January 14th, 2019 for the construction of the Two Rivers Park Shoreline Improvements Project.

Gould Construction submitted a bid compliant with the procedures of the City bid process. The bid was received on January 14th, 2019. Gould has been pre-qualified by the City including their company size, capacity, capabilities and competences for this project. Gould was the singular bidder on this project.

The total bid price proposed by Gould Construction is $4,688,156 for all project elements. This bid price is higher than anticipated, however, the majority of unit prices are representative of similar riverbank projects in the State. The bid price proposed was likely driven by the factors listed below:

- The rock terracing and stonework is higher than similar projects. (similar projects: $375/CY Longmont project, 2 years ago. $165/CY Salida project, 3 years ago. $160/CY Veltus project, last year). Gould's stonework price ranges from $181/CY to $480/CY. This is likely a result of added specifications and restrictions on rock type and sourcing as requested by the City, in addition to limited availability of local stone.
- Additional requested specifications (earthwork and disposal restrictions and additions, tree protection elements, traffic control and access requirements and limitations, water control restrictions, concrete specification, thickness of topsoil increases, seed mix changes, restrictions on stone color and sourcing)
- Tight construction timeframe driven by agencies, commercial river operators and park users.
- Limited competition and contractor availability

Overall, the majority of unit prices are in line with similar riverbank projects. However, some items are in excess of normal costs for similar projects in the State of Colorado. These items primarily include riparian plantings, vegetation and large random boulders. REP recommends the consideration of the following revisions to Gould Construction's bid:

Delay Plantings and Vegetation to Phase Two Landscaping Contractor: Savings: $334,475

Remove vegetation, sod and riparian planting items from this contract and add to Phase Two upland landscaping. This will coincide better with construction timing and a more appropriate price can be attained with a landscaping contractor instead of subcontracted under a large earthwork contractor.
Alternatively, this type of riparian planting is a good fit as a volunteer project. (Similar to Veltus Park) Utilizing volunteers for plantings after a heavy bank work or trail project is complete is common for this type of project.

Items to Delete:
Savings: $169,600
Remove large random boulders from project. The bid price for this item grossly exceeds a rational price for placement of random boulders. (Typically- $800/EA, Gould Bid- $3,392/EA) These are not necessary for the success of the project and some on site rock can be used in lieu of.

The resulting cost impact of these recommendations brings the total project cost to $4,184,081

If cost reductions are still desired, the City may consider removing the bridge, abutments, and approaches associated with the island area from the project. Savings $426,620

Recommendations

Gould is a qualified contractor to complete this project with a well thought out bid. REP recommends contracting with Gould Construction to complete this project. REP also recommends delaying vegetation and plantings as well as deleting random boulder placement items from the project.

City Council
STAFF REPORT
City of Glenwood Springs
January 17, 2019

Agenda Item: 27th Street and Roundabout Construction Contract Amendment

Action Requested: Revision to contract language and contract amount.

Department: Engineering

Presented By: Jessica Bowser, Assistant City Engineer

Background Info: The City has accepted the draft baseline schedule from the Contractor at this time. This schedule includes over 500 activities that are tightly sequenced to perform the work and there will be multiple shifts, six-day workweeks and some night work. This schedule is based on underground utilities being in the locations indicated in the plans. The Construction Management team has revised their pricing to accommodate the estimated 41 additional working days for Contractor supervision, as well as the additional hours per day to cover the shifts and prepare documentation. Additionally, the project has significant Federal oversight with the Project of Division Interest designation. This designation means that the CDOT documentation will be inspected by FHWA and they will be visiting the site frequently. Through the negotiation process, HDR has elected to staff an Engineer in Training as a part of the inspection staff in an effort to reduce some Construction Management Costs.
FHWA will be looking at our project closely and documentation will be an integral part of our Construction Management team's responsibility. Proper management is critical for compliance with documentation requirements associated with federal funding sources.

Issues: Staff sees no issues with the contract language modifications.

The requested contract cost increase is $237,250.50. HDR's Construction Management costs total $1,487,246.60, which is approximately 15.1% of the Construction contract.

Staff Recommendation: Staff recommends approval of the contract changes and additional fees related to the Construction Management.

Revised Summary Sheet

Pre-Ad thru Construction Start (August 2018 thru December 2018)

LABOR

Name	Role	Hourly Rate	Hours	Subtotal
Tonilas,Bruce	PIC/Scheduling	$250.00	30	$7,500.00
Peter, Casey	Project Engineer	$164.00	520	$85,280.00
Elsen, Joe	PM/EIRC	$185.00	205	$37,925.00
Kirk, Norm	ABC Specialist	$245.00	12	$2,940.00
Frazier, Jack	Construction Inspector	$112.00	58	$6,496.00
Eller, Jordan	Schedule Support	$87.00	0	$0.00
Starrett, Tiffany	Project Controls	$105.00	20	$2,100.00
Stinson, Chris	Steel Girder Shop CWI	$105.00	0	$0.00
	Subtotal, Labor costs		**845**	**$142,241.00**

CM Services (Contractor onsite 1/2/19 thru Final; Schedule has 266 WD's)

LABOR (Note: Original estimate included only five-day workweeks and 9 hr days)

Name	Role	Hourly Rate	Hours	Subtotal
Tonilas,Bruce	PIC/Scheduling	$250.00	30	$7,500.00
Peter, Casey	Project Engineer	$164.00	2,774	$454,936.00
Elsen, Joe	PM/EIRC	$185.00	711	$131,535.00
Kirk, Norm	ABC Specialist	$245.00	262	$64,190.00
Frazier, Jack	Construction Inspector	$112.00	2,773	$310,576.00
Engineer-in-Training	Construction Inspector	$87.00	2,485	$216,195.00
Starrett, Tiffany	Project Controls	$105.00	52	$5,460.00
Stinson, Chris	Steel Girder Shop CWI	$105.00	40	$4,200.00
	Subtotal, Labor costs		**9127**	**$1,194,592.00**

DIRECT COSTS (estimated)

	Quantity	Unit Rate	Subtotal
Mileage	**Miles**	**Rate**	**Mileage cost**
Steel Plant inspection trip using HDR vehicle	280	$0.545	$152.60
		Subtotal, Mileage	**$152.60**
Travel Per Diem & Lodging for Steel Girder Shop Insp	**Units**	**Rate**	
Shop Fabrication Travel meals & lodging	4	$149.00	$596.00
Airfare/rental car for steel plant inspections	2	$600.00	$1,200.00
		Subtotal, travel	**$1,796.00**
Misc: Printing/copying, office supplies	estimated	$345.00	**$345.00**
(actual costs may vary from estimate)		**Subtotal, Direct Costs**	**$2,293.60**
		Subtotal, CM Services: Pre-Ad thru Final	**$1,339,126.60**

SUBCONSULTANT - MATERIALS TESTING

YEH & ASSOCIATES - field/lab testing & direct costs	**$148,120.00**
Grand Total, Construction Management Phase	**$1,487,246.60**
Executed Contract Total……	$ 1,249,996.10
Revised Cost Difference based on Contractor Schedule:	**$237,250.50**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	Q	R
1	**Manhour Estimate for CM Services: Construction Start thru Final**												FINAL			
2		Month														
3		1/19	2/19	3/19	4/19	5/19	6/19	7/19	8/19	9/19	10/19	11/19	12/19	WD's	add	
4	**Work days**	**25**	**24**	**26**	**26**	**25**	**24**	**27**	**22**	**20**	**23**	**19**	**5**	**266**	**41**	**Total Hours**
5	Tonilas,Bruce	2	2	2	2	2	2	12	2	1	1	1	1			30
6	Peter, Casey	250	240	260	286	275	264	297	242	200	230	190	40	0		2,774
7	Elsen, Joe	75	72	78	78	75	72	81	44	40	44	32	20	0		711
8	Kirk, Norm	40	20	20	40	40	40	54	4	4	0	0	0	0		262
9	Frazier, Jack	225	240	260	286	275	264	297	242	220	253	171	40	0		2,773
10	EIT Inspector	80	160	260	286	275	264	297	242	220	230	171	0	0		2,485
13	Starrett, Tiffany	4	4	4	5	5	4	4	5	4	5	4	4	0		52
14	Stinson, Chris					20	20									40
15																
16	**OTHER DIRECT COST (ODC) RATES:**	ESTIMATED						UNIT								ESTIMATED
17	ITEM	UNITS						RATES								COST
18	Mileage *	280						$0.545								$152.60
19	Printing and copying*	estimated						$345.00								$345.00
20																
21	Per Diem Meals (2019 CONUS rates)*	4						$55.00								$220.00
22	Lodging (at CONUS rates for Girder Shop inspections) *	4						$94.00								$376.00
23	Airfare and rental car for steel plant inspections*	2						$600.00								$1,200.00
24													sub-total	ODC		$2,293.60
25	Notes: 1. Revised Estimate based upon 5 or 6 day workweeks to match RLW schedule															
26	2. * indicates estimated value; actual direct costs will depend on need and contractor schedule.															

Yeh and Associates, Inc.
Consulting Engineers & Scientists

July 2, 2018 Proposal No. 218-163

Joe Elsen, P.E.
HDR
1670 Broadway
Denver, Colorado 80202
Joseph.Elsen@hdrinc.com

Subject: Preliminary Cost Estimate, Observations and Material Testing Services for the 27th Street Bridge Construction Project in Glenwood Springs, Colorado

Dear Mr. Elsen:

This letter presents Yeh and Associates, Inc. proposed rates, scope of work, and preliminary estimated project costs for providing observation, field and laboratory materials testing for the above project in Glenwood Springs, Garfield County, Colorado.

Project Description: Based on the information provided, we understand construction to include a new bridge construction to replace the existing bridge. We understand a slide construction schedule is planned to reduce bridge closure time. A new roundabout intersection east of the bridge, and pedestrian bridge, is also planned for construction. Improvements will be made to 27th Street, Grand Avenue North and South. We understand a preliminary construction duration is estimated from October, 2018 through March, 2019.

Scope of Work: Based on our understanding of the project, we will provide part time quality assurance observation and testing of materials placed at the project site as requested by the owner's representative during construction. We understand the contractor will provide quality control for the project. Additional requests by the contractor for testing may incur additional costs. Quality assurance materials testing services will include Proctor, classification and nuclear density testing for soils, field and laboratory strength testing for concrete, and field and laboratory testing for hot mix asphalt (HMA). Observations may include reinforcing rebar inspections and soil nail installation time which is included in this proposal. Costs provided herein are preliminary for time estimated to perform field and laboratory testing requests. Project specifications and estimated frequency and types of testing were not provided at the time of this letter.

Preliminary written field reports of test results and observations will be submitted to the general contractor and Owner's representative. The final daily reports will be submitted electronically after review by a Yeh & Associates Project Engineer. Results of the test taken, including any failing tests, will be reported.

Proposed Costs: We are providing a technician hour cost estimate based on our preliminary review of the proposed project schedule and estimated quantities. We estimate 140 visits for the project. Services will be based out of our local office at 1525 Blake Street in Glenwood Springs, Colorado. Technician time will include travel time from the office to the project site. Estimated costs also include laboratory time. Laboratory time can be billed as a lump sum for requested tests at a later date if requested. Technician Supervisor time will include scheduling and

compiling documentation for the CDOT Form 250 assemblage. Additional technicians will be required for large deck pours and have been included in our bid. We have included project management time to oversee the project, make appropriate field visits, review field test results, and report results electronically. We estimate the following approximate costs for the project:

Field Technician Project Time		Estimated Hours	Cost
David Dawson	Technician 3 @ $80/hour	1000	$ 80,000
Sean Boone	Technician 1 @ $50/hour	295	$ 14,750
Sharon Shanks	Technician Supervisor @ $100/hour	350	$ 35,000
Steve Hieber	Senior Project Manager	55	$ 8,800
Scott Richards	Senior Project Manager	55	$ 8,800
Mileage (10 mi @ $0.55/mi for 140 estimated visits)		1,400 miles	$ 770
Estimated Total Cost		**$**	**148,120**

The above scope of work and estimated costs are based on our understanding of the project using the project information provided to us. The work required to perform materials testing and construction observation will vary depending upon requests by the contractor in accordance with project specifications and required testing documentation. Project test results will be provided to the contractor for submittal. The above estimate is our ***not to exceed*** project cost, however, the client will be billed on a Time and Material rate only for work performed. If additional site visits are requested beyond our estimations, additional costs may be incurred. We respectfully request 24 hours' notice be given prior to services needed on site and that concrete compressive strength values be according to 4 by 8 inch cylinder molds. If requested, additional materials testing and geotechnical engineering services can be provided at an additional fee.

We appreciate the opportunity of submitting our proposed *not to exceed* cost estimate for requested services and are available to discuss the details of this proposal with you. If in agreement, please sign and return this page of the document as a notice to proceed with our services.

Sincerely,

YEH AND ASSOCIATES, INC.

Scott W. Richards, P.E., P.G.
Colorado Northwest Region Manager

Attachments: 2018 Standard Fee Schedule
2018 General Conditions

Yeh and Associates, Inc.
Consulting Engineers & Scientists

STANDARD FEE SCHEDULE

EFFECTIVE JANUARY 2018

Professional Services:

Classification	Basic Rate
Principal	$185/hr
Senior Project Manager	$160/hr
Senior Project Specialist	$145/hr
Project Manager	$135/hr
Senior Project Engineer or Geologist	$115/hr
Project Engineer or Geologist	$100/hr
Staff Engineer or Geologist	$80/hr
Engineer or Geologist Intern	$60/hr
Resident Construction Engineer	$145/hr
Construction Manager	$130/hr
Construction Observer III	$115/hr
Construction Observer II	$100/hr
Construction Observer I	$85/hr
Technician Leader or Supervisor	$100/hr
Laboratory Supervisor	$95/hr
Technician III	$80/hr
Technician II	$65/hr
Technician I	$50/hr
CAD Designer	$110/hr
CAD Technician	$65/hr
Administrative Assistant	$60/hr

**Overtime rates for Construction Inspection, Technicians and Office Staff is 1.5 x rates shown.
Laboratory tests are quoted on separate schedule or cost plus 10 percent for outside laboratory testing when applicable.
Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of $350 per hour.

Other Direct Charges:

Subcontracted services, copying and rented equipment	Cost Plus 10%
Travel, subsistence, and expenses	Cost Plus 10%
Automobile Mileage	$ 0.55/mile

2000 Clay Street, Suite 200, Denver, CO 80211, (303) 781-9590
627 Elkton Drive, Colorado Springs, CO 80907, Phone: (719) 434-1643
570 Turner Drive, Suite D, Durango, CO 81303, (970) 382-9590
1525 Blake Avenue, Glenwood Springs, CO 81601, (970) 384-1500
588 North Commercial Drive, Grand Junction, CO 81505 (970) 242-5125

PROJECT COST WORKSHEET

Project Number: 218-163
Location: 27th Street Bridge Replacement Project
Firm Name: Yeh and Associates, Inc.
Name of Preparer: Scott Richards **Firm phone No:** (303) 781-9590
Scope of Work Date: September, 2018 to October, 2019
Type of Proposal: Standard Rate T&M **Contract #** **Task order #**

1A. LABOR RATES

EMPLOYEE NAME		EMPLOYEE CLASSIFICATION	LABOR RATE $/HOUR (d)
Boone	Sean	Technician 1	$ 50.00
Dawson	David	Technician 3	$ 80.00
Hieber	Steven	Senior Project Manager	$ 160.00
Richards	Scott	Senior Project Manager	$ 160.00
Shanks	Sharon	Technician Leader	$ 100.00

1B. LABOR COSTS

EMPLOYEE NAME		EMPLOYEE CLASSIFICATION	LABOR RATE $/Hour ((d) from 1A)	ESTIMATED NUMBER OF WORK HOURS	ESTIMATED COST PER EMPLOYEE
Boone	Sean	Technician 1	$ 50.00	295	$ 14,750.00
Dawson	David	Technician 3	$ 80.00	1000	$ 80,000.00
Hieber	Steven	Senior Project Manager	$ 160.00	55	$ 8,800.00
Richards	Scott	Senior Project Manager	$ 160.00	55	$ 8,800.00
Shanks	Sharon	Technician Leader	$ 100.00	350	$ 35,000.00
				TOTAL LABOR	$ 147,350.00

3A. OTHER DIRECT COSTS (In-house)*:

ITEM	ESTIMATED UNITS	UNIT RATE	UNITS	ESTIMATED COST
Vehicle Mileage[1]	1400	0.55	mile	$ 770.00
			SUBTOTAL	$ 770.00
			TOTAL ESTIMATED COST	**$ 148,120.00**

Request for Qualifications and Proposal (SOW Excerpt - 12-18-18)

Consulting Engineering Services

For

27th Street Bridge Construction Management, Construction Inspection, and Materials Testing

BD #2018 - 035

for the

City of Glenwood Springs, Colorado

May 29, 2018

RFQ Deadline: June 19, 2018 2:00 pm local time

For additional information contact:

Ricky Smith, Purchasing Manager

City of Glenwood Springs

(970-384-6445)

City of Glenwood Springs

Request for Qualifications BD#2018 – 035

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2.4 PROJECT SCHEDULE (ANTICIPATED) 8

SECTION II: GENERAL

This section (excerpt) is provided to outline the project scope, and anticipated schedule.

2.3 SCOPE OF SERVICES

a. Labor Force Summary

The selected consultant will provide a team of personnel to perform construction management services. As this project is partially funded from FHWA off-system Bridge funding which is administered by CDOT, CDOT experience is required. The following labor needs are anticipated:

- One (1) Project Engineer will be utilized throughout the active project construction and finalization.
- One to two (1 to 2) Project Inspectors will be utilized throughout the active project construction.
- One (1) Project Tester will be utilized throughout the active project construction.
- One-quarter (1/4 FTE) On-Call Accelerated Bridge Construction (ABC) structural engineer shall be onsite a minimum of 8 hours a day during the bridge move closure period and available on-call at all times during the bridge move closure period. The individual shall have structural design experience for means & methods on a minimum of 5 ABC bridges.

The project team is not limited to the above listed team. Consultants are welcome to include other personnel they believe would add significant benefit to the project. Execution of the contract will be subject to the budgeting and bid award of the above-mentioned construction project.

b. Scope of Work

1. Initial Project Meeting

   The Consultant project personnel shall meet to coordinate and schedule the required work prior to active construction. The Consultant shall review the contractor's schedule.

2. Work Duration

   The anticipated time period for the work described in this scope is June 2018 through January 2020. Work will be required night and/or day, on weekends, holidays, and/or on a split shift basis. Work weeks may be in excess of or less than a standard 40 hour work week. The consultant shall meet with the City Engineer if it is anticipated that their services may not be required for a period exceeding one week. A procedure shall be agreed upon at the pre-work meeting to resolve this issue.

3. Authorization to Proceed

   Work shall not commence until a written agreement is received by the Consultant, and shall be completed in the time specified.

4. Routine Billing and Reporting

   The Consultant shall provide the following on a regular basis:
   i. Monthly billing formats, for all contract activities performed by the Consultants Project Engineer, Inspector, and Field Materials Testing Technician.
   ii. Monthly billings that include contract status.
   iii. Supporting documentation for all direct costs.

5. Labor, Materials, Vehicles, and Equipment

The Consultant shall furnish all personnel, materials, equipment, and transportation required to perform the work. Consultant personnel shall have appropriate vehicles (equipped with flashing amber beacon), cellular phones, computers, and miscellaneous equipment and supplies (printers, calculators, manuals, office supplies, safety equipment, etc.) required to perform all work. Personal protective equipment (PPE) shall be in accordance with all federal and local safety requirements. The project contractor will furnish office space and a field laboratory. Consultant shall be responsible for procuring a local wireless Internet Service Provider (ISP) or similar compatible service if conventional high speed internet service is not available.

Personnel qualifications, staffing level, and number and types of vehicles shall be subject to the approval of the City Engineer. The Consultant shall assign the same personnel for the duration of the Construction Contract unless otherwise approved by the City Engineer.

The Project Engineer, inspector and materials testing technical shall be thoroughly familiar with CDOT forms and documentation requirements. Materials personnel will be required to document the materials testing and procedures. Personnel provided by the consultant who do not meet all of the specified requirements, or who fail to perform their work in an acceptable manner, shall be removed from the project when determined and directed by the City Engineer.

6. Diaries and Documentation

All Consultant personnel shall maintain a daily diary for each day work is performed on the project. They shall use CDOT's Form 103 or automated 103a – Project Diary, or other form approved by the City Engineer. The contents of the diary shall be brief and accurate statements of the project progress and conditions encountered during the prosecution of the work. Editorial comments are not to be incorporated in the diaries or on any written correspondence applicable to the project. A copy of the daily diary shall become a part of the permanent project record and shall be given to the City Engineer within one working day of its date if requested.

7. Project Engineer Requirements

The Consultant will provide support to the City Engineer through assignment of personnel to construction management. Personnel will be required to work at the Project Engineer Level. He or She shall be either a Colorado Registered Professional Engineer or a non-licensed individual with demonstrable construction administration experience. However, if the Consultant employee is not a registered Professional Engineer, he/she shall work under the oversight of a competent Professional Engineer in responsible charge who is registered in the State of Colorado. The Project Engineer shall have CDOT construction experience and roadway construction experience with emphasis on bridge replacement, reinforced concrete, micropiles, soil nail walls, environmental constraints, and traffic control management

The Project Engineer shall be available to review work, resolve problems, and make decisions in a timely manner as requested by the City. He or She has immediate charge of the engineering details of the construction project and is responsible for the administration and satisfactory completion of the project and is delegated commensurate authority.

Specific responsibilities include: construction of the project in accordance with the plans; enforcement of governing specifications and special provisions; control of inspection; proper documentation; and preparation of change orders. By law, the consultant of entity project engineers cannot obligate funds or authorize payment on behalf of the City. As the City's representative, the Project Engineer has frequent personal contacts with the Contractor,

property owners, municipal officials, utilities, and the travelling public; thus, personal contact should be a credit to both the individual and the City.

The Project Engineer is the first level of authority concerned with unusual circumstances (e.g. non-specification work, work outside of the scope of the Contract, disputes, change orders). As practical, problems concerning contract interpretation should be referred to higher levels of authority until the problem is resolved. Immediate decisions can be made and orders written, as necessary, to expedite construction.

i. Project Engineer Responsibilities may include, but are not limited to:

   a. Coordination with construction contract activities.
   b. Review, give comments, and acknowledge completeness of required submittal including, but not limited to:
      - Baseline Schedule, Progress Schedules, and Method Statements
      - Shop Drawings
      - Safety Critical Plan (including but not limited to girder erection, bridge removal, shoring, lateral slide temporary works)
      - Method Statements
      - All EEO Requirements

   c. Steel Girder shop fabrication inspection.

ii. Provide the following documentation, reports, and billings on a routine basis:

   a. Periodic reports and billing required by CDOT Procedural Directive 400.2
   b. Preparation of monthly progress estimates for monthly and final billings for consultant fees and construction contractor payments.
   c. Maintaining of project files, project diaries, and time counts.
   d. Monitoring contractor payroll compliance.
   e. Conducting weekly progress meeting with contractor, subcontractors, utilities, and other interested parties.
   f. Monitoring of project contractor for fulfillment of project plans and specifications.
   g. Securing all project documentation from the contractor.

iii. Preparation of all Contract Modification Orders (CMO) and Minor Contract Revisions (MCR) for the City Engineer,

iv. On-site cursory review of drawings and data submitted by the construction contractor and suppliers for general conformance with the intent of the specifications. Inform and obtain concurrence as needed from the City Engineer and keep relative documentation for project records.

v. Communicating with adjacent landowners as required resolving issues that may arise due to construction.

vi. Monitoring traffic control for compliance with the approved Method of Handling Traffic (MHT).

vii. Project compliance with CDPHE and all other environmental permits issued for the project.

viii. Preparing a punch list of uncompleted work, non-conformance reports, and deficiency notices.

ix. Preparing responses to contractors' and suppliers' request for information, submittals, change notices, claims, and correspondence.

x. It is preferred that the Project Engineer shall have successfully completed:

a. An ECS training program authorized by CDOT.
b. A Construction Project Administration for Local Agency Training by CDOT.
c. An EEO/Civil Rights/Certified Payroll for Local Agencies Training by CDOT.

8. The Safety Critical/Accelerated Bridge Construction Specialist will be available to review the Contractor's submittals that are required for the Safety Critical Plan (girder erection, bridge removal, shoring, lateral slide temporary works).

9. Project Inspector Requirements

The Consultant will provide support to the project staff through assignment of personnel to inspection activities. Each Inspector shall be trained and qualified in accordance with CDOT's Construction Inspection Qualification Plan. Inspectors shall have relevant construction inspection experience on at least two recent CDOT or CDOT Local Agency projects.

Inspection responsibilities may include, but are not limited to, the following:

i. Participation in weekly progress meetings with the contractor, subcontractors, utilities, and other interested parties.
ii. Securing project documentation from the contractor.
iii. Marinating accurate notes reflection actual construction details to be used in preparation of as constructed plans.
iv. Initial, follow up, and final inspections of work in progress; including interim and final measurements.
v. Notifying contractors and Project Engineer of non-compliance with the contract plans and specifications.
vi. Performance of special tests, investigations, or monitoring which are required to fulfill all CDOT Local Agency Project Requirements.
vii. Preparation of inspection documentation for development of progress payments for the contractor in accordance with prescribed procedures.
viii. Submittal of standard documentation reports (such as Daily Work Report) no later than the following working day.
ix. Aiding in the preparation of routine correspondence to the contractor, City staff, Local Agencies, etc.
x. Providing liaison and communication to contractor field crews.
xi. Maintain accurate noted for preparation of final "As Constructed" plans upon project completion.
xii. Monitoring compliance with the Method of Handling Traffic (MHT) and the Manual of Uniform Traffic Control Devices (MUTCD).

10. Project Materials Testing Requirements

Inspection, sampling, testing, and documentation shall be in accordance with the latest edition of the CDOT Materials and Construction Manuals. Sampling and testing will be done in accordance with CDOT's Minimum Sampling, Testing, and Inspection Schedule' the Special Notice to Contractors; and the Procedures; all contained in CDOT's Field Materials Manual. When the method is not cited, the order of precedence for all sampling and testing is Colorado Procedures, AASHTO Procedures, and the ASTM or other Specifications, Standards, or policies are cited, the reference shall be to the latest edition as revised or updated by approved supplements or interim editions published and issued prior to the date of advertising a specific construction project for all bids.

The consultant shall furnish all personnel, materials, and equipment required to perform the work. The contractor will provide a field laboratory. The tester shall be certified to perform the project sampling and testing in accordance with CDOT requirements. These requirements typically include the following certifications: CAPA levels A & B, ACI, WAQTC, and nuclear gauge operation. The tester shall be certified as defined but the requirements set forth in the Current Colorado Procedure CP-10. Minimum requirements for certification are dependent on the item to be sampled and tested. The tester responsible for sampling and testing on this project shall have all required certifications based on this project's specific material testing schedule. The tester shall be thoroughly familiar with CDOT forms and documentation requirements.

The tester shall be experienced and competent in all aspects of highway construction testing within the scope of this project. The consultant shall sample, test, inspect, and document all materials incorporated in to the project. This includes: materials delivered to the project that are listed in the Summary of Approximate Quantities in accordance with the SCHEDULE in the Field Materials Manual; materials that may be added to the project through contract modification; and altered material quantities whether increased or decreased. The Project Engineer and tester shall review project quantities on a regular basis to ensure that sufficient tests have been performed for the material placed to date.

The consultant's work shall be under the direction of, and shall be reviewed, stamped, and signed by a Professional Engineer registered in the State of Colorado. The City Engineer may request forms to be stamped. The Professional Engineer shall be available to review work, resolve problems, and make decisions in a timely manner as requested by the Project Engineer, and must be experienced and competent in road and bridge construction and construction materials testing and inspections.

The consultant shall document and transport samples of any and all materials that are required to be tested.

The tester shall furnish the Project Engineer with the original copies of all worksheets on a daily basis. The tester shall also keep the records up to date at all times and provide copies to the Project Engineer by the end of the shift for any material found to be non-specification. At the discretion of the Project Engineer, the tester may be required to provide the records to the contractor prior to the end of shift for any material found to be non-compliant with the specifications.

The tester(s) shall:

i. Have a minimum of one year of experience in specialty field (soils, aggregates, asphalt paving, concrete, etc.) that requires testing.
ii. Be certified by the American Concrete Institute (ACI) if testing concrete.
iii. Be certified Level A/B by the Colorado Asphalt Technical Certification Program (LabCAT) if testing Hot Mix Asphalt.
iv. Be certified through Western Alliance for Quality Transportation Construction (WAQTC) Qualification Program if testing soils and aggregates.
v. Copies of all certification shall be provided to the Project Engineer prior to the start of work on the project.
vi. References of testing experience shall be available for all Consulting staff provided, and may be requested at any time during the contract.
vii. Additional Work for Project Schedule Review

The Consultant shall conduct an objective analysis of Contractor schedules and method statements based on the documents furnished to the Project Engineer. Each analysis shall assess the feasibility of the Contractor's project construction schedule and updates relative to the current stage of completion and timely final completion according to the terms of the contract. Scheduling duties shall include:

a. Assemble and review updated as-built data to verify the accuracy of the Contractor's actual construction progress and schedule feasibility. Provide ongoing schedule review and evaluation support through project completion.
b. Perform a schedule delay analysis and determine the amount of Contractor and/or City excusable or non-excusable delays. Assess the liability associated with any changes, extra work, and/or delays in order to determine responsibility for impacts to the project schedule.
c. Prepare written schedule reports and exhibits to assist in the evaluation of schedule delays a remaining as-planned work.
d. Provide ongoing schedule review and evaluation support through the project completion.
e. Review the Contractor's planned Baseline schedule and method statements for compliance with the contract requirements, and recommend acceptance or revision prior to the start of work.
f. Review all updated schedules and contract modifications.

11. Contract Status

The Consultant shall monitor the fiscal status of the contract and advise the City Engineer of any potential for supplementing their contract or negotiating and additional task order. Failure to monitor contract status and provide timely notification may result in discontinuation of the Consultant's services on the project until a supplemental agreement can be effected.

12. Submittal of Final Documentation

Final documentation shall be submitted to the City Engineer within 20 working days after project acceptance. All Certificates of Compliance and Certified Test Reports shall be included as a part of the final documentation for any inspected work. All CDOT Local Agency Requirements will be fulfilled by the Project Engineer at project closeout. A completed Form 250 shall be submitted to the Project Engineer 10 working days after the consultant has been notified of final quantities. Failure to submit final documentation as required may result in withholding any and all consultant payments due, until this material is received.

2.4 PROJECT SCHEDULE (ANTICIPATED)

- RFQ Advertisement Issued — May 29, 2018 and June 5, 2018
- Pre-Proposal Meeting (Optional) — June 8, 2018 (2:00 PM)
- Submit SOI/WP Due — June 19, 2018 (4:00 PM)
- Final Selection — June 26, 2018
- Notification — June 26, 2018
- Submission of Financial Package — June 26, 2018
- Contract Negotiation — TBD
- Contract Approvals (City Council) — July 5, 2018

A pre-proposal meeting is recommended and will be held on June 8, 2018 (2:00 PM) at City Hall, Third Floor Training Room, 101 West 8th Street, Glenwood Springs, Colorado. This meeting will provide time for consultants to ask any questions pertaining to this project

The City anticipates the following milestones:

- Invitation to Bid for the Construction Services of the 27th Street Bridge and Roundabout Project issued July 2018

- Mandatory Pre-Bid Meeting for Construction Services July 2018
- Contractor Selection September 2018
- Construction Mobilization September/October 2018
- Construction Fall 2018 thru Winter 2019/2020

a. Contract Duration

The City intends to enter into a contractual agreement for a period of approximately eighteen (18) months, or until the construction is complete.

b. Project Direction

Primary contact for the selected consultant will be Jessica Bowser, Assistant City Engineer, or another Project Manager as designated. The Project Manager will be responsible for the direction, review and approval of all work and deliverables for contract compliance.

c. Required Compliance

The selected consultant must comply with all applicable Federal, State and/or local laws and regulations, including all other applicable laws, regulation, ordinances, codes and rules of any governmental entities that have jurisdiction.

January 7, 2019

Jessica Bowser, PE
Assistant City Engineer
City of Glenwood Springs
101 West 8th Street
Glenwood Springs, CO 81601

RE: Updated Cost Estimate for the 27th Street Bridge Construction Management (CM), Construction Inspection, and Materials Testing, and revised Scope of Work (SOW)

BD #2018 – 035

Dear Jessica:

As discussed at the August 2nd, 2018 City Council meeting, the Contractor's submitted Baseline Schedule has the potential to create an increased level of effort for our HDR team to cover the proposed work hours and prepare the level of documentation required. Additionally, since that meeting, the Federal Highway Administration (FHWA) has completed a risk assessment, and based on the highly technical nature of this Accelerated Bridge Construction (ABC) project, they have determined that we are now a "Project of Division Interest (PODI)" and that further raises the bar for inspection and documentation effort. We appreciate the feedback that you have provided on the attached contract modification, and we are confident that we can provide quality construction management services at a reasonable price. HDR hereby presents an updated scope of work and we have updated estimated project costs for the HDR/Yeh staff for the above project.

Project Description: The improvements include, but are not limited to, the replacement of the bridge (using a lateral-slide method), removal of existing piers from the Roaring Fork River, installation of a pre-fabricated pedestrian bridge, relocation and replacement of existing utilities, the structural monitoring of the lift stations at the west end of the bridge, the replacement of the signal at the 27th Street and South Grand Avenue intersection with a roundabout, and traffic control management.

Contract Duration: HDR has been engaged in pre-advertisement and pre-construction tasks to assist the bidding period as well as to process the multiple submittals that this complicated project requires. The contractor's baseline schedule includes a construction start the first week of January 2019. Initial work includes the location of utilities, installation of ground-nail cut walls and micropile foundations, prior to pedestrian and vehicular bridge construction along with intersection improvements prior to final completion in late November of 2019. We anticipate having the final documentation completed in mid to late-December of 2019. The contractor's schedule anticipates about 22 weeks of six working days per week, and the hours per day range from 8 to 12; both of these contractor-driven increases are greater than our latest estimate. For our mutual convenience, we have included in our package a detailed estimate of man-hours for each project position and we

have staggered start times to economize labor effort but still be able to have inspectors observing the work and still comply with enhanced FHWA documentation requirements.

Scope of Work: The HDR team will provide a team of personnel to perform construction management services, including construction inspection and testing, and steel girder fabrication plant inspection, in accordance with Attachment #5, Scope of Work Revised, and dated 12/18/18. Our staff will be able to assist the City with baseline structural inspections of the condominium lift stations prior to construction, as well as regularly-scheduled inspections of the lift stations as the bridge construction progresses.

Proposed Costs: Attachments 1 through 4 include modifications to replace the five-day work weeks with the additional six-day work weeks that the contractor needs to complete the work within the project timelines. As you may recall the project duration was lengthened after contractor risk concerns during the pre-bid conference; the moist winter conditions continue to increase schedule risk. The 84-hour bridge closure period described in the contract will require night and weekend work. The summary tab in the attachment breaks out costs for the pre-construction activities and construction phase activities; it should be noted that the construction phase increased from 225 Working Days to an anticipated 266 Working Days (18 percent). The nine-hour long working days that we forecast in our most recent estimate have been increased to match the work schedule, and this has translated into an average 22 percent increase in labor hours for peak periods.

By optimizing staggered shifts and trimming some staff members labor obligations, we have submitted an attached cost proposal that represents a 15.1% “CM” cost based on the awarded low bid. CDOT’s local Bridge Enterprise contact has stated that he has seen recent bridge rehabilitation projects with much less complexity in the 17 to 19% CM range.

This is a very important project for both the City and for the HDR team, and we look forward to discussing our cost estimate with you to verify that our time duration assumptions fit with your forecast of the construction project calendar.

Please contact Joe Elsen by phone at (970) 379.9532, e-mail Joseph.Elsen@hdrinc.com, or fax at (303) 860-7139, if you have any questions or require additional information.

Sincerely,
HDR Engineering, Inc.

Joseph Elsen, PE Project Manager	Kenneth Lowrey, PE Vice President	Bruce Tonilas, PE Project Principal

hdrinc.com

1670 Broadway, Suite 3400, Denver, CO 80202-4824
(303) 764-1520

Enclosed:

Attachment #1 – HDR Cost Worksheet Revised Summary (1-7-19)

Attachment #2 – HDR Labor Hour Revised Calculations (1-7-19)

Attachment #3 – Letter from Yeh & Associates (7-2-18)

Attachment #4 – Yeh & Associates Cost Worksheet (7-2-18)

Attachment #5 – Scope of Work Revised (12-18-18)

hdrinc.com

1670 Broadway, Suite 3400, Denver, CO 80202-4824
(303) 764-1520

To: Mayor Gamba and Glenwood Springs City Councilmembers

From: Maisa Metcalf, Erica Sparhawk, CLEER

Date: January 8, 2019

2018 SUSTAINABILITY PROGRAM YEAR-END REPORT

CLEER is pleased to present the year-end summary report for the 2018 Glenwood Springs Sustainability Program. We appreciate the opportunity to work with the City to increase energy efficiency and renewable energy. The City's leadership and commitment to helping households and businesses save energy has spurred investments in upgrades, which deliver an immediate boost to the economy. The energy cost savings, which yield savings year after year, add resilience to the local economy by helping businesses improve their bottom line and helping households control energy costs. It's achieved here through the City's Sustainability Program and through its leadership role in Garfield Clean Energy.

The program provides technical assistance to Glenwood Springs Electric customers in the form of energy coaching to businesses and households to help them understand their energy use and identify opportunities to make upgrades to help them save energy. In addition to helping the utility reduce both growth of load on the system and peak demand, this program helps preserve natural resources and the environment. Through energy coaching services, utility customers gain a better understanding of the value of energy and promote the installation of local renewable energy systems.

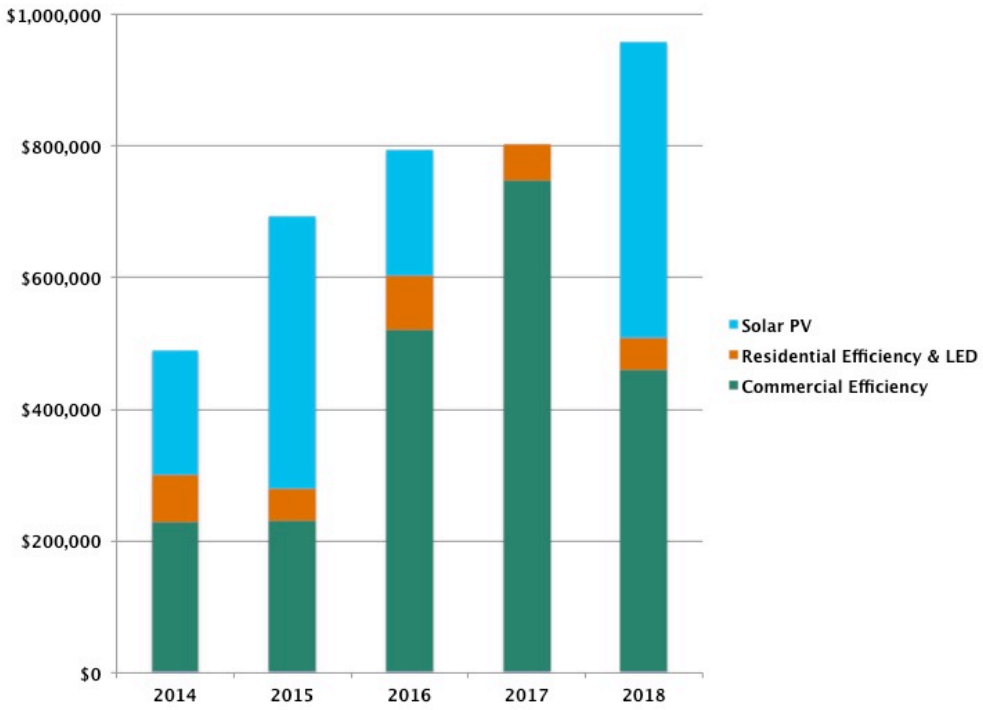
CLEER works closely with other utilities and partners in the region such as Community Office of Resource Efficiency (CORE) and Black Hills Energy to leverage funding and programs to maximize services to Glenwood Springs Electric and its customers. Through the 2018 Sustainability Program, the CLEER team provided outreach and technical assistance to the City's commercial and residential electric customers. As part of the program delivery, CLEER also processed and tracked rebates and project details. The 2018 contract generated more than $956,225 in local economic activity, increased solar PV capacity by 132.38 kilowatts and built energy savings of more than 644,370 kWh/year into the system.

We look forward to continuing to be part of the solution to improve the energy efficiency and increase renewables for Glenwood Springs Electric into 2019, which will also help the city meet the energy goals of the Glenwood Springs Climate Action Plan and the Garfield Clean Energy targets.

ECONOMIC BENEFITS FROM 2018 SUSTAINABILITY PROGRAM

The Glenwood Springs Sustainability program benefits the local economy by several methods.

By spurring projects to upgrade homes and businesses, this creates jobs and investment in the local economy by supporting our local contractors and distributors who complete all these jobs. The 2018 project investments directly related to Glenwood Springs electric rebates are shown in the chart below and demonstrate a significant increase over past years.



The total program costs including CORE membership was $168,834.39; every dollar invested in the Sustainability Program, relates to $5.66 of local economic activity.

Energy efficiency and renewable energy upgrades add economic benefits by reducing operations and maintenance costs for our local households and businesses. For 2018 the estimated energy savings to local businesses was $131,255/year, and the savings to households is $7,987/year. This means more strength and resilience for local businesses and help with affordability of housing. Studies show the average life of these savings is estimated as 10 years.

As a direct benefit to the City, building energy efficiency into the Glenwood Springs Electric system increases its resiliency and can help reduce the growth of peak load on the system as the city grows. Using energy more efficiently benefits the entire system. Savings from the 2018 program results are estimated as 644,370 kWh/yr and will benefit the system for years to come.

Since 2014, the Glenwood Springs Sustainability program generated efficiency upgrades and renewable installations that save an estimated 5,045,276 kWh per year of electricity in the community. The total dollars

invested in the program $796,658.66 (including CORE membership), have yielded local economic activity of over $3,729,012.65; a return of approximately $4.68 for every $1 invested since 2014.

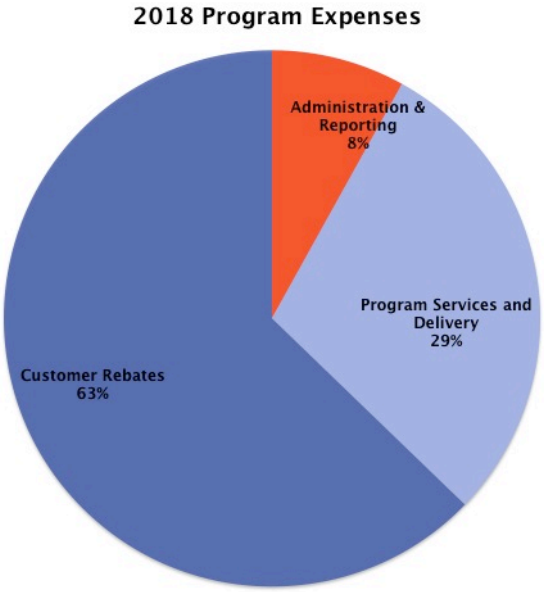
2018 GLENWOOD SPRINGS SUSTAINABILITY PROGRAM SUMMARY

The following sections provide a summary of budgeted and actual spending for rebates and programmatic costs, followed by program outcomes for the following areas:

- Solar PV Program
- Energy Efficiency
  - Commercial
  - Residential
  - LED Lighting
- City-managed Appliance Rebates
- Marketing and Outreach
- Appendix: list of 2018 business retrofits

2018 GLENWOOD SPRINGS SUSTAINABILITY PROGRAM BUDGET OVERVIEW

A breakdown of the 2018 program expenses is shown below; 63% of the program spending was direct rebates to customers and 29% were program delivery services such as energy consulting, business walk-through assessments, outreach and marketing, and 8% was administrative, rebate processing and reporting.



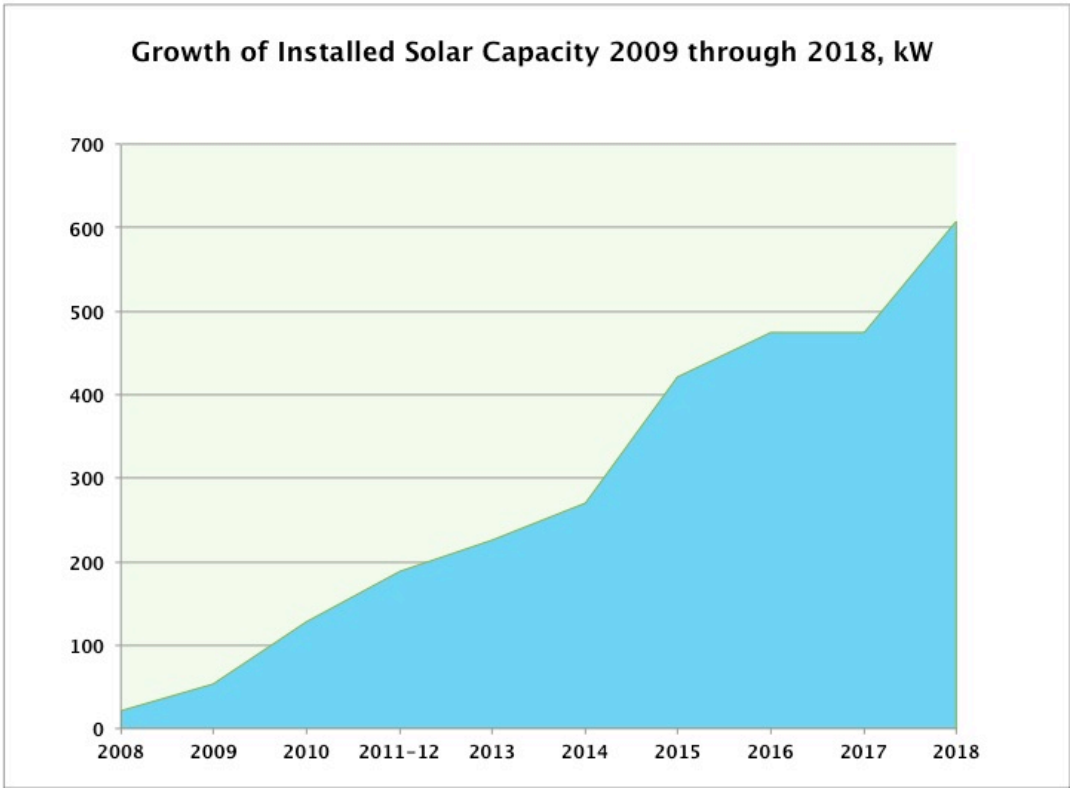
The chart below shows the 2018 budget versus actuals for delivering the 2018 Sustainability Program.

	2018 Total budget	2018 Actual spent
Rebate Pool		
Commercial solar	$15,000.00	$11,750.00
Residential solar	$25,000.00	$39,818.50
Commercial assessment	$4,000.00	$2,486.25
Commercial upgrades	$52,000.00	$35,437.45
Residential assessment	$3,000.00	$1,450.00
Residential upgrades	$5,000.00	$3,529.86
CARE upgrades	$8,000.00	$641.78
LED, residential	$3,000.00	$3,953.35
Subtotal	$115,000.00	$99,067.19
Technical Consulting, Project Analysis, Customer Education		
Commercial energy coaching	$20,000	$18,807.10
Residential energy coaching	$18,000	$18,913.35
Outreach & Marketing	$8,000	$4,642.70
Subtotal	$46,000	$42,363.15
Administration		
Rebate processing, program reporting & administration	$13,000	$12,404.05
Subtotal	$13,000	$12,404.05
Program Total	$174,000	$153,834.39

2018 SOLAR PV PROGRAM

The Solar PV program provided rebates of $0.75/watt for installed solar PV systems in the City electric service territory.

- Commercial: 42.12 kW installed on 3 Cardiff Mesa Loop buildings, city rebate of $2,250 each; plus $5,000 rebate for Cooper Land LLC.
- Residential: 90.26 kW installed on 18 homes, City rebates of $39,818.50
- Total invested in solar PV projects and local economic activity: $450,025.23
- Total estimated locally generated annual energy added in 2018: 191,951 kWh/year



2018 ENERGY EFFICIENCY PROGRAMS

COMMERCIAL EFFICIENCY

The commercial efficiency program incentivized 19 energy efficiency upgrade projects in 2018. A list of the businesses that took part in the program is shown in the appendix. CLEER energy coaches conducted walk-through energy assessments at 8 businesses to identify energy saving opportunities.

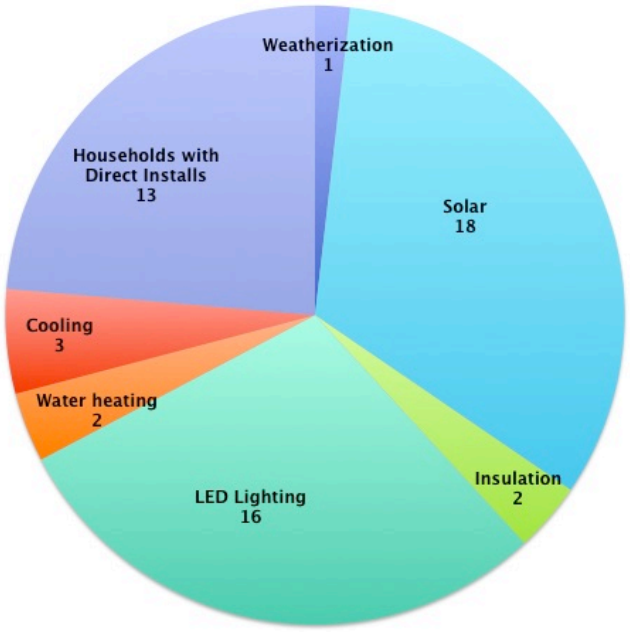
The total Glenwood Springs Electric rebates for commercial projects were $35,437.45. The majority of the commercial upgrade projects were lighting upgrades from older technology to more efficient LEDs. The cost of LEDs have come down in the last two years and product offerings are expanding, so the upgrades offer improved lighting, excellent energy savings and good payback with the incentive from the utility. There were also upgrades to building HVAC and controls.

Approximately $56,730.80 of the total program fund was spent for commercial rebates, energy coaching and rebate processing. Together, these rebated projects yield an estimated 246,244 kWh/year in energy savings. Based on a 10-year life of these projects, the commercial efficiency program saved electricity with an average

lifecycle cost-of-conserved-energy of 1.60 cents per kWh, compared to an average wholesale electricity cost of more than 5 cents per kWh.

RESIDENTIAL EFFICIENCY

Glenwood Springs households benefitted substantially from this program, improving the comfort and efficiency of their homes. This program helps homeowners to learn more about the energy use of their homes and take steps to use energy wisely, improve and lower their energy costs. Eighty-six (86) households participated in the program this year either by getting an assessment to making an upgrade. The chart below is a breakdown of the installed measures in homes.



For 2018, CLEER partnered with CORE and Black Hills Energy to leverage funding opportunities for professional home assessments for Glenwood Springs customers, 41 assessments were completed. Households paid $100 for an assessment by a BPI qualified auditor, which is valued at $400. The Glenwood Springs Electric Sustainability Program paid $50 for each assessment for natural gas customers and $150 for all-electric homes. Black Hills Energy and CORE cover the remainder of the cost. The home energy assessment also includes up to $100 worth of free energy saving measures installed during the visit (referred to as direct installs in the chart above), such as LED light bulbs, water saving showerheads, faucet aerators and weather-stripping, for immediate energy savings. The assessments are a valuable way for homeowners to check the safety of gas appliances in their homes, learn about energy savings and opportunities to improve their homes. CLEER energy coaches followed up with program participants to help make a plan for improvements to the homes.

2018 CARE HOME ENERGY PROGRAM

CLEER administers the CARE (Colorado's Affordable Residential Energy) program for Garfield County. This program is funded by Energy Outreach Colorado and utilities in Garfield County. It benefits income-qualified households by helping them to improve the safety and comfort of their residence and save money on their energy bills.

The program served 40 families, including 7 in the Glenwood Springs zip code. CLEER used the CARE rebate offered by Glenwood Springs Electric to help cover the cost of electrical efficiency measures for Glenwood Springs Electric customers.

LED INNOVATIVE LIGHTING PROGRAM

The LED Lighting Program remains popular. It yielded solid electric energy savings based on dollars invested. For 2018 the program provided rebates of 50% of the cost of LED light bulbs, with a maximum $200 rebate per household. The program also included LED Outreach, which educates customers by providing a gift of 4 LED bulbs, for customers to install and learn about the lights and electrical savings.

On the residential side, 16 households spent $6,111.54 to buy LED bulbs and received $3,953.35 in rebates or complimentary bulbs. The projects will save an estimated 57,264 kWh per year in electricity.

The program helps customers to upgrade their home lighting to LED, and is an easy upgrade to homes, that can help lower income residents to lower their electric bills. It also has the potential to reach customers who avoided compact fluorescent bulbs. This is an easy upgrade that homeowners and tenants can do themselves.

CITY-MANAGED APPLIANCE REBATES

The City of Glenwood Springs self-manages a separate rebate program for appliances. These rebates encourage utility customers to purchase new appliances that meet Energy Star standards for energy and water efficiency.

	No. of rebates	**Rebate amount**	**Total 2018 rebates**
Dishwashers	28	$50	$1400
Clothes washers	11	$75	$825
Refrigerators	19	$100	$1900
2018 Totals	**58**		**$4125**

MARKETING AND OUTREACH

To promote and publicize Glenwood Springs Electric rebates and the overall value of electrical energy savings, CLEER did the following in 2016:

PRESENTATIONS & EVENTS

- RENU (loan program) Training for Contractors, Presentation, Feb. 5, 2018
- CET Event, Booth with information, July 2nd, 2018
- Chat n' Chew, Presentation, July 6, 2018
- St. Stephen's Church, Presentation, Aug 8 and 9, 2018
- Good Shepherd Lutheran Church, Presentation, Aug 16, 2018
- Presentation to High Country Retired Seniors Volunteer Program, in partnership with CMC, Oct 2, 2018

NEWS ARTICLES

2/7/2018 – Glenwood Post Independent
Garfield Clean Energy wins statewide clean energy award
https://www.postindependent.com/news/local/garfield-clean-energy-wins-statewide-clean-energy-award/

2/24/2018 – Glenwood Post Independent
Garfield Clean Energy building off strong 2017
https://www.postindependent.com/news/local/garfield-clean-energy-building-off-strong-2017/

2/25/2018 – Glenwood Post Independent
Community Briefs: FREE WORKSHOPS EXPLAIN RISKS OF RADON, HOW TO MAKE HOMES SAFE
https://www.postindependent.com/news/announcements/community-briefs-941/

5/19/2018 – Post Independent
Architect presents 30-year strategy for U.S. buildings to reach 'zero net carbon'
https://www.postindependent.com/news/local/architect-presents-30-year-strategy-for-u.s.-buildings-to-reach-zero-net-carbon

7/29/2018 – Post Independent
Garfield Clean Energy offers Four Smart Steps to Cooling your home
https://www.postindependent.com/news/rifle/garfield-clean-energy-offers-four-smart-steps-for-cooling-your-home/

Appendix 1

2018 Commercial retrofits	Measures	Total retrofit cost	GWS Electric Rebate
Alpine Bank - West Glenwood	Lighting upgrade	$510.88	$129.00
7Eleven	Lighting upgrade	$7,383.00	$1,195.00
Alpine Bank - Glenwood Grand	Lighting upgrade	$4,727.00	$1,182.00
Bed Bath & Beyond	Efficiency upgrades	$13,141.00	$3,285.00
City Market	Lighting upgrade	$29,261.10	$5,000.00
Glenwood Springs Association of Realtors	Lighting upgrade	$1,827.00	$423.00
Glenwood Springs NAPA Auto Parts	Lighting upgrade	$4,000.00	$1,000.00
Glenwood Springs Ford	Lighting upgrade	$8,877.00	$2,186.62
Glenwood Toys & Gifts	Lighting upgrade	$9,757.00	$2,253.00
Holliday House HOA	Lighting upgrade	$2,887.00	$709.14
Lowes	Efficiency upgrades	$12,640.00	$3,160.00
	Lighting upgrade	$126,000.00	$1,840.00
Lundin & Lundin CPAs	Lighting upgrade	$2,690.00	$673.00
Once Upon a Child	Lighting upgrade	$899.20	$219.00
Riverside Professional Building	Lighting upgrade	$5,606.00	$1,295.25
Rivers Restaurant	Efficiency upgrades	$16,500.00	$782.00
Scooter's Car Wash	Lighting upgrade	$5,505.00	$901.00
St. Stephen Catholic Church	Lighting upgrade	13665.76	$3,416.44
Treadz	Lighting upgrade	$3,150.00	$788.00
Walmart	Lighting upgrade	$28,281.00	$5,000.00

City of Glenwood Springs
Energy Sustainability and Conservation Program

2019 DRAFT Budget Detail		
Rebate Pools		
Commercial Solar	$15,000	Rebates provided at $.50/watt up to 10KW or $5,000 (3 systems)
Residential Solar: On-Site Purchased	$25,000	Rebates provided at $.50/watt up to 3Kw or $1,500 (17 systems)
Commercial Assessments	$4,000	CLEER staff walk-through assessments for up to 20 businesses. Plus rebates for 2 engineering grade assessments @ $500/ea.
Commercial Upgrades	$55,000	Businesses and multi-family units can receive 25% of costs up to $5,000 per account/property on qualifying electric measures. Rebate amounts will be calculated for each measure based on $0.02/kWh in estimated savings over life of project up to 10 years. Large commercial businesses are also eligible for a rebate of 25% up to $2,000 for major retro-commissioning projects.
Residential Energy Smart Colorado and CARE Assessments	$3,000	Provide energy assessments for homeowners in partnership with Energy Smart Colorado. Glenwood Springs will cover $50 per gas customer and $150 per all-electric customer, plus $50 in quick fix items for all participants. This would allow for 25 electric/gas customers and/or 15 all-electric customers. Includes energy saving direct installs. Consumer will pay $100. CARE assessments for all-electric homes @$200 each.
Residential Upgrades	$6,000	Residential rebates are capped at $500 per residence (gas heat). $1000 per residence (all electric). Rebates are based on $0.17 per kwh of deemed savings, to be focused on all-electric measures including: electric heating systems, electric water heating, programmable thermostats, evaporative cooling instead of air conditioning, insulation and air-sealing.
Residential LED	$3,000	50% up to $5 per lamp, maximum $200/account
CARE Program Upgrades	$4,000	100% cover the costs for fridges and all-electric homes weatherization up to $1,500 in each home.
Subtotal: Rebates	**$115,000**	
Technical Energy Consulting Project Analysis & Customer Education		
Technical Consulting		
Energy Coaching and Outreach - Commercial	$20,000	Energy Coaching and technical assistance for up to 30 businesses to identify priority projects, find contractors, review bids, understand rebates and ROI for comprehensive projects, and meet final project energy savings trackingl requirements.
Energy Coaching and Outreach- Residential	$18,000	Energy Coaching services to assist homeowners to identify priority projects based on the Energy Smart Home Assessment, find qualified contractors, review bids, understand rebates, and secure financing to move projects forward. Includes time working with CARE participants.
Outreach and Marketing	$8,000	Program branding, earned media, case study, direct outreach, web presence, customer bill insert, community partner outreach and linkage with neighboring energy programs.
Subtotal: Energy Coaching & Peak Demand	**$46,000**	
Administration		
Rebate processing, admin and reporting	$10,000	Reporting, rebate processing, presentations, program development, administration, management, coordination with city staff.
Subtotal: Administration	**$10,000**	
TOTAL	**$171,000**	

City Council
STAFF REPORT
City of Glenwood Springs
January 17, 2019

Agenda Item: Planning item 15-18 - Solstice Townhomes, Cardiff Glen Lot 95 and 96, Consideration of a Rezoning to PUD (amendment of an existing PUD), a Major Site/Architectural Plan Review, and Preliminary Plat

Action Requested: **Action 1 - Rezoning to PUD** – to allow for amendments to the existing Cardiff Glen PUD related to front/side yard setbacks, road/sidewalk/landscaping width, dwelling unit size, and irrigation source.

Action 2 - Major Site/Architectural Plan Review – to allow for the construction of 29 multi-family residential townhome units in six buildings.

Action 3 - Preliminary Plat – to allow for the condominiumization of 29 multi-family residential townhome units in six buildings and the creation of Tract J for Spirit Mountain Park.

Department: Economic and Community Development

Presented By: Trent Hyatt, Senior Planner

Background Info: The planning item and the associated ordinance were presented to City Council at the January 3, 2019 regular meeting where a public hearing was opened and closed. Following public comment, City Council moved to continue consideration of the applications to the January 17, 2019 regular meeting in order to give the City Attorney time to respond to the various issues brought forth by the Cardiff Glen Master Association's legal representation.

Attorneys for both the applicant and Cardiff Glen Master Association have been working towards solutions to various disagreements between the parties since the January 3, 2019 meeting. However, these negotiations are still ongoing. A memo from the City Attorney is attached which recommends a continuance of the planning item and ordinance to allow for said negotiations.

Issues: No other additional issues are addressed by staff at this time.

Staff Recommendation: **Staff Recommendation**
Staff recommends City Council continue consideration of the planning item and associated ordinance to the February 7, 2019 meeting.

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MEMORANDUM

DATE: January 11, 2019

TO: Mayor and City Council, City of Glenwood Springs

FROM: Karp Neu Hanlon, P.C.

RE: Application related to Lots 95 and 96, Cardiff Glen PUD

A public hearing before City Council was held on January 3, 2019 to consider the application submitted by Cardiff 96, LLC (the "Applicant") for approval of a PUD amendment, a major site/architectural plan review and preliminary plat with respect to Lots 95 and 96 in the Cardiff Glen PUD (the "Application"). The Application contemplates the construction of 29 multi-family residential townhome units in six buildings. During the hearing the Cardiff Glen Master Homeowners Association (the "Association") expressed its concerns and objections to the Application. The public hearing was continued to January 19, 2019.

Following the January 3rd hearing the attorneys for the Applicant and the Association advised our office that they are working together to identify conditions of approval of the Application that would resolve the concerns and objections of the Association. The attorneys indicated that their clients are very close to reaching an agreement regarding these conditions. We recommend continuing the public hearing to February 7, 2019 to allow the Applicant and the Association to reach an agreement regarding proposed conditions of approval.

City Council
STAFF REPORT
City of Glenwood Springs
January 3, 2019

Agenda Item: Planning item 15-18 - Consideration of a Rezoning to PUD (amendment of an existing PUD), a Major Site/Architectural Plan Review, and Preliminary Plat

- Ordinance No 1, Series of 2019; An Ordinance of the City of Glenwood Springs, Colorado, Amending the Cardiff Glen Planned Unit Development (PUD) (FIRST READING)

Action Requested: **Action 1 - Rezoning to PUD** – to allow for amendments to the existing Cardiff Glen PUD related to front/side yard setbacks, road/sidewalk/landscaping width, dwelling unit size, and irrigation source.

Action 2 - Major Site/Architectural Plan Review – to allow for the construction of 29 multi-family residential townhome units in six buildings.

Action 3 - Preliminary Plat – to allow for the condominiumization of 29 multi-family residential townhome units in six buildings and the creation of Tract J for Spirit Mountain Park.

Department: Economic and Community Development

Presented By: Trent Hyatt, Senior Planner

Background Info: The Planning and Zoning Commission (Commission) reviews rezoning to Planned Unit Development (PUD), or an amendment to an existing PUD in this circumstance, major site/architectural plan review, and preliminary plat applications and provides recommendations to City Council. On November 27, 2018, the Commission held a public hearing to consider the subject application and related actions. Attached for your review are copies of the Commission staff report, Commission draft minutes, reviewing agency comments, and the application submittal materials. Please refer to the Commission staff report for analysis of applicable issues and compliance with the Glenwood Springs Municipal Code (Code) not addressed herein.

Issues: Many members of the Cardiff Glen community spoke at the Commission meeting and raised issues/concerns related to the proposal's architectural compatibility with the existing neighborhood vernacular (not of Victorian/neo- traditional style, color, lack of front porches), evacuation/safety, traffic, and the potential to worsen existing parking issues. Staff was also asked many questions by the Commission related to the previous 2015 PUD amendment and associated Sixth Amendment to the Subdivision Improvement Agreement that followed in 2017.

Since the meeting, the applicant has provided a revised typical elevation and a landscaping plan (revised sheets A3.0 and L1 attached) which attempt to address some of the concerns raised by the neighbors and Commission. Mainly, the colors have been revised to lighter hues which are more similar to those currently found in Cardiff Glen. Additionally, the applicant has added shrubbery along existing streets to help buffer buildings 1,2, 5, and 6.

Staff Recommendation: **Planning and Zoning Commission Recommendation**
The Commission discussed whether alternate layouts of the property/buildings may have allowed for frontage along existing streets similar what is found in the remainder of the neighborhood. The group also encouraged the applicant to consider colors similar to those found on existing homes.

Ultimately, the Commission provided the recommendations outlined below to City Council.

Action 1 - Rezoning (amendment) to PUD – to allow for amendments to the existing Cardiff Glen PUD related to front/side yard setbacks, road/sidewalk/landscaping width, dwelling unit size, and irrigation source.

The Commission voted unanimously 5-0 to recommend **approval** of the amendment with the following **findings**:

Recommended Findings:
1. The amendment is consistent with the City's comprehensive plan and the purpose of this Code;
2. The PUD amendment is consistent with the City's approval criteria for a rezoning;
3. The intensity of development is not expected to create significantly adverse impacts to surrounding properties or the neighborhood;
4. The amendment addresses a unique situation, provides substantial benefit to the City, or incorporates innovative design, layout, or configuration resulting in quality over what could have been accomplished through strict application of a base zoning district or other standards of this Code;
5. Upon addressing staff comments outlined herein, the application will meet all applicable standards of this Code not expressly modified by the PUD application; and
6. The amendment provides residential uses and includes varied types of housing and densities.

Action 2 - Major Site/Architectural Plan Review – to allow for the construction of 29 multi- family residential townhome units in six buildings.

The Commission voted unanimously 5-0 to recommend **approval with conditions** of the major site/architectural Plan Review with the following **findings and conditions**:

Recommended Findings:
1. The site/architectural plan is consistent with the general purpose and intent of this Code;
2. The site/architectural plan is consistent with the dimensional, design, development, and all other standards of this Code;
3. Upon approval of the amendments requested, the site/architectural plan is consistent with any previously approved plat, PUD, or any other precedent land use approval; and
4. The site/architectural plan is substantially consistent with the Comprehensive Plan and other adopted City policies and plans.

Recommended Conditions:
1. The applicant shall comply with/address all staff comments prior to the issuance of a development permit and/or approval of a Construction Plans application;
2. The applicant shall increase and enhance the landscaping (with trees and shrubs) along the Culver Circle and Stockton Road to screen buildings 1, 5, and 6 and along the east property boundary of Spirit Mountain Park and Lot 96;
3. The applicant is required to return Cardiff Road/Darrow Road to the same condition as it exists today following project completion; and
4. Building 1, containing four units, shall be ADA accessible.

Action 3 - Preliminary Plat – to allow for the condominiumization of 29 multi-family residential townhome units in six buildings and the creation of Tract J for Spirit Mountain Park.

The Commission voted unanimously 5-0 to recommend **approval** of the preliminary plat with the following **findings**:

Recommended Findings:

The creation of 29 condominium units:

1. Is consistent with the Comprehensive Plan;
2. Will comply with the applicable zoning district standards as revised by the associated PUD amendment;
3. Will comply with the use, dimensional, design, and development standards in this PUD as hereby amended;
4. Provides a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets;
5. Provides evidence of public water and sewer system connections;
6. Identifies and adequately mitigates known natural hazard areas; and
7. If applicable, proposes reasonable project phasing in terms of infrastructure capacity.

Staff Recommendation

Staff concurs with the above recommendations and the revisions made by the Commission to the original findings we provided to them. Suggested motions are attached for your review and consideration.

Solstice Townhomes
Lot 95 and Lot 96 Cardiff Glen PUD
Rezoning (amendment to existing PUD) Major Site/Architectural Review, and Preliminary Plat
Planning File #15-18

City of Glenwood Springs
Trent L. Hyatt, Senior Planner
City Council
January 3, 2019

Community Development

Current Proposal

- Lot 95 and Lot 96 Cardiff Glen PUD (PIN: 2185-272-09-027)
  - 0.90 acres and 1.60 acres zoned R/3 PUD Multi-family Residential
  - Currently vacant

- Proposed
  - Amendments to existing PUD related to front/side yard setbacks, road/sidewalk/landscaping width, dwelling unit size, and irrigation source
  - Major Site/Architectural Plan Review for the construction of 29 multi- family residential townhome units in six buildings
  - Preliminary Plat for the condominiumization of townhome units and the creation of Tract J for Spirit Mountain Park

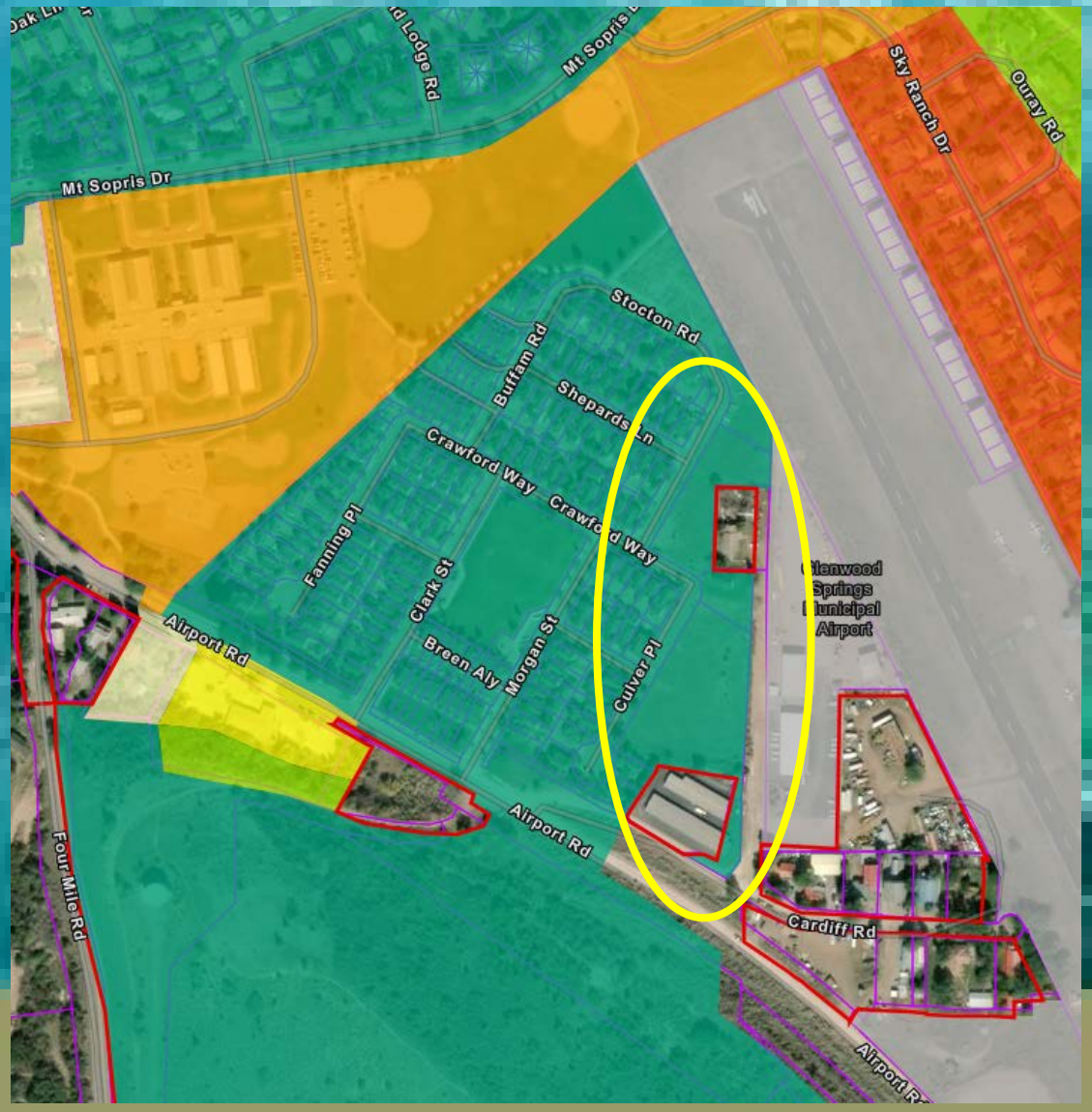
Existing

Lot 95 looking northeast

Lot 96 looking northeast

Source: Google Maps

Zoning and Adjacent Land Uses



Background

- January 1999
  - City Council approved the rezoning of approximately 21.75 acres from R/4 Residential Transitional to Planned Unit Development (PUD).
  - Emphasizes a mixed use traditional development having higher density, narrow lots, ample open space, street friendly yards, and smaller residential streets
  - Allowed of 91 single family and 126 multi-family residential units, totaling 217
  - Space originally reserved for commercial
  - 89 single family (some with accessory dwelling units) and 41 multi-family units constructed, a total of 155.
  - Additional 29 units brings the total to 184

- Construction Plans application submitted concurrently
  - Details related to final grading, utilities, lighting, landscaping, etc. are included but not required for current requests
  - Construction Plans approval still subject to the approval of these applications, and any conditions added thereto

Rezoning/Amendment to Cardiff Glen PUD Setbacks

- R/3 PUD outlined on page 56 (labeled 51) of the PUD

Multi-family Attached	
Front Yard	20 feet
Rear Yard	10 feet
Side Yard	10 feet per building 15 feet on street side

- Buildings 1, 2, 5, and 6 do not adhere to theses minimums
- Front/side yard setback of 10 feet requested
- 10 foot front yards observed for most existing structures within the PUD including similar multi-family townhome structures on Lot 92 also zoned R/3
- C/3 Commercial/Residential allowed a five foot front yard

Existing multi-family units along Crawford (above) and Buffan (left)

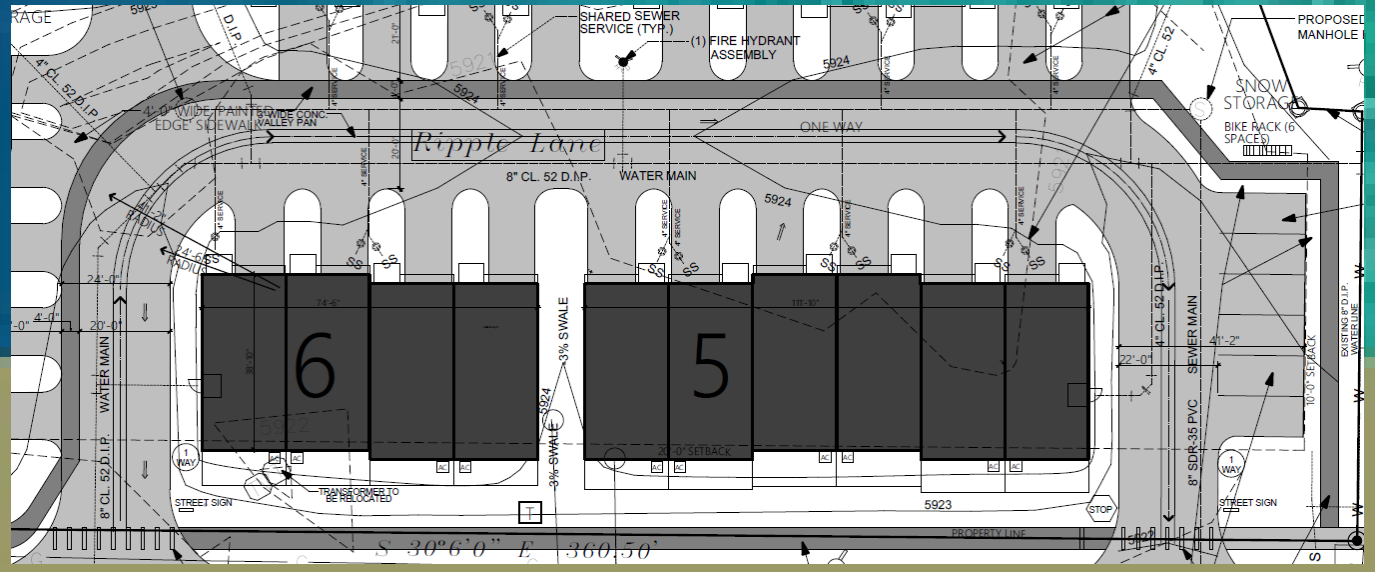
Community Development

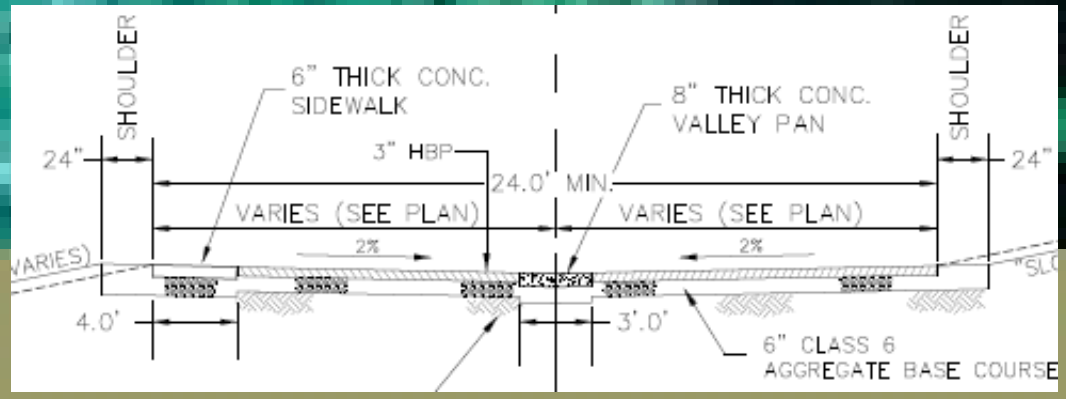
Rezoning/Amendment to Cardiff Glen PUD

Street/Sidewalks/Landscaping Strip

Pages 12 (labeled 7) and 26 (labeled 21) call out a minimum street width of 22 feet curb to curb for local streets

- City's Engineering Standards/Fire Code Requirements
  - Accessways considered private roads which do not necessarily meet minimum design standards outlined in table 5-6
  - Fire Code regulations (and larger apparatus) requires a minimum 20 foot wide road (one way Ripple Lane) to serve buildings 2-6
  - Drake Place is 24 feet in width and allows for two way traffic
- Due to the width of Ripple Lane, a four foot wide sidewalk without a planting strip provided on one side only
- A Code/PUD-compliant sidewalk and turf grass planting strip with street trees is proposed along the exterior





Rezoning/Amendment to Cardiff Glen PUD

Sizes

- Mixed unit types are and sizes (one to three bedrooms and 440 to 1,250 square feet) outlined on page 21 (labeled 16)
- Two separate floor plans and building styles proposed but only three bedroom units/optional fourth bedroom/recreational
- PUD provides numerous housing types/sizes (multi-family, single family, and accessory dwelling units)

Irrigation

- Pages 42 (labeled 37),63 (labeled 2), and 65 (labeled 4) restrict the use of raw water for irrigation
- Due to issues with the source of raw water system is connected to the City's municipal treated water
- Landscaping plan intends to conserve water (as requested by the City Water/Wastewater Department) by limiting turf grass

Community Development

Rezoning/Amendment to Cardiff Glen PUD

Approval Criteria (in Section 070.060.040(b)(3)f.3)

- i. Meets the approval criteria for rezonings, per 070.060.040(a)(3)f.3;
  - 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.
-
- ii. Addresses a **unique situation**, provides substantial **benefit** to the City, or **incorporates innovative design**, layout, or configuration resulting in quality over what could have been accomplished through strict application of a base zoning district or other standards of this Code;

- iii. Meets all **applicable standards of this Code** not expressly modified by the PUD application; and

- iv. If the PUD provides residential uses, includes **varied types of housing and densities**.

Community Development

Major Site/Architectural Plan Review

- Section 070.040 outlines the City's development standards for land use applications.
- Applicable standards are outlined in the PUD zoning document

Density

- Lot 95 is 0.90 acres as Lot 96 is 1.60 acres for a total area of approximately 2.50 acres
- Allow for 21 units and 56 respectively or 87 units collectively on the subject lots

Design

Discussed in few locations with specific standards beginning on Page 62 (labeled 1).

-

Community Development

Summary of Development Standards/Homeowners Covenants

All buildings in Cardiff Glen will be required to be varied and articulated to provide visual interest for pedestrians. A combination of the following identifying features are encouraged:

- Combinations of smaller masses, two story with one story elements.
- Gabled and/or hipped roofs with cross gables, gabled inset or hipped dormers.
- Moderate to steep roof pitches with overhanging eaves.
- Front entry and windows facing the street.
- Partial, full width or wrapped one story front porches.
- Focal windows, bay windows, door and window surrounds of human scale.
- Balconies, stoops, covered walkways, raised dooryards.
- Uniform setbacks from street for all single family areas.
- Minimum of two parking spaces for single family dwellings with alley access

Major Site/Architectural Plan Review

Open Space

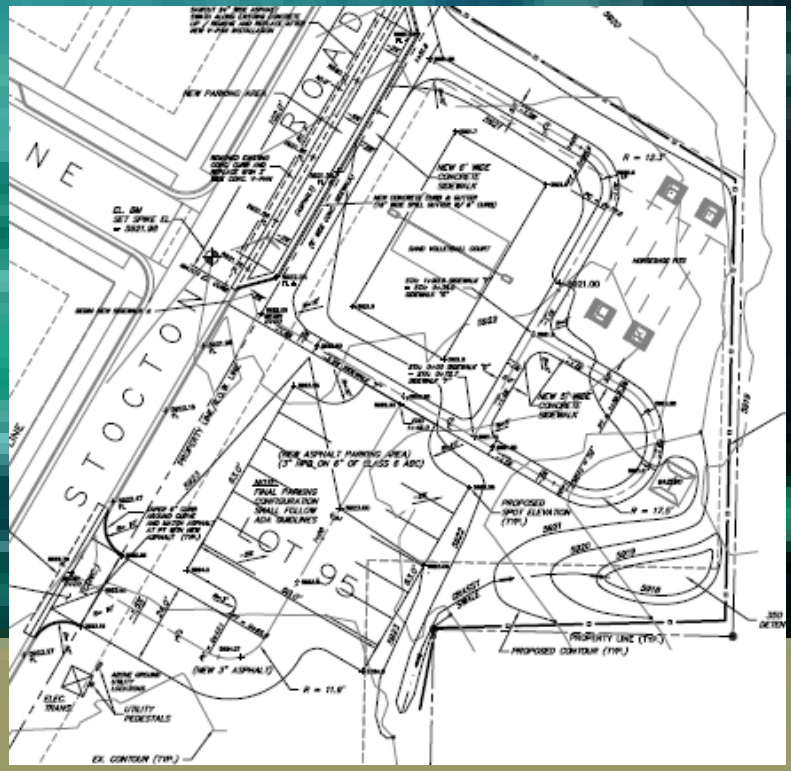
- Development subject to the installation of certain common and active space open improvements per pages 56-57

Common and Active Open Space Areas

Lot 95 – Common Open Space to be 19,246 sq. ft.
Active Open Space to be 17,302 sq. ft.

Lot 96 – Common Open Space to be 21,210 sq. ft.
Active Open Space to be 7,000 sq. ft.

- 2015 amendment to the PUD allowed/requires changes to the active and common space area requirements and identifies specific improvements required prior to building on Lot 95 and Lot 96
  - Spirit Mt. Park and community parking
  - revised parking and trails and gazebos at Grand River Park



Community Development

Major Site/Architectural Plan Review

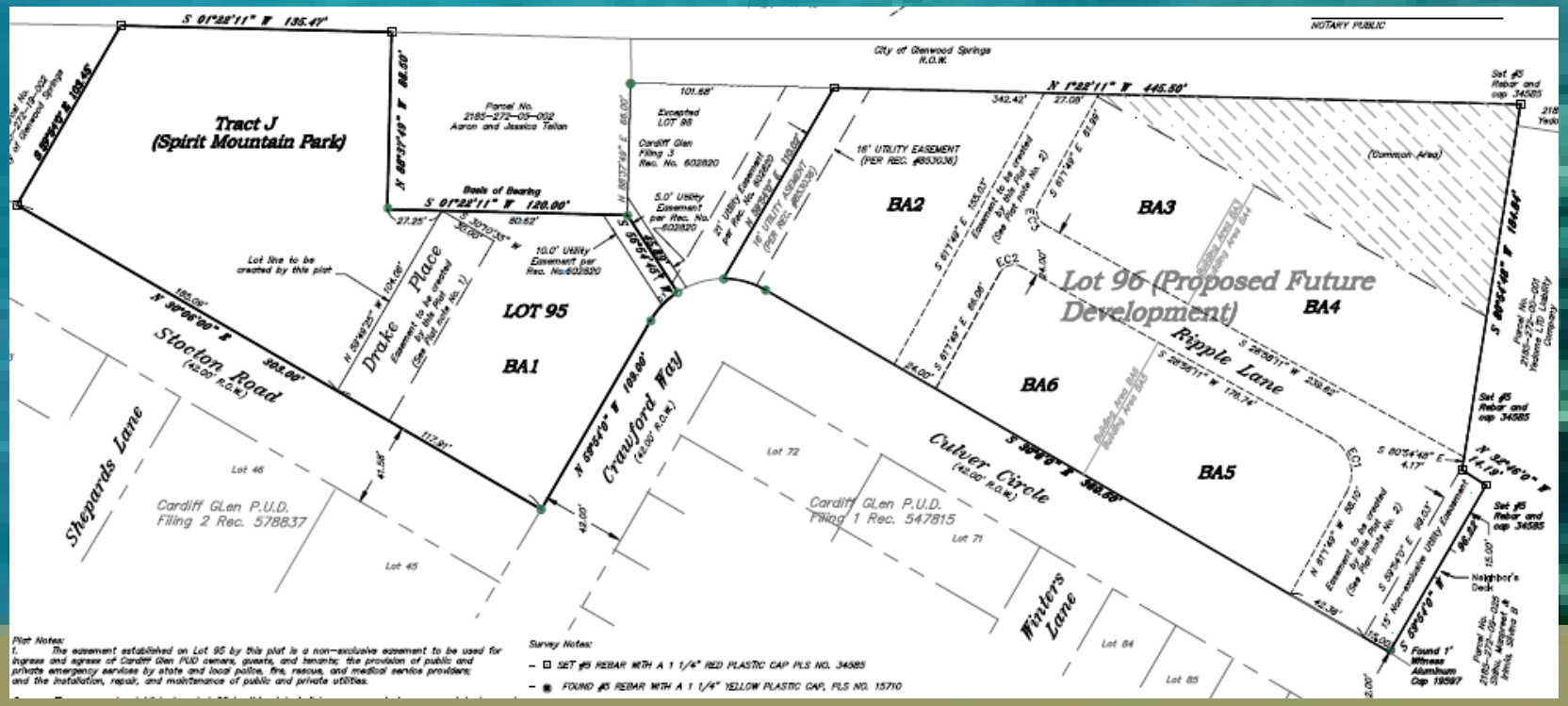
Approval Criteria (070.060.050(6))

- a. The site/architectural plan is consistent with the general **purpose and intent of this Code**;
- b. The site/architectural plan is consistent with the **dimensional, design, development, and all other standards** of this Code;
- c. The site/architectural plan is consistent with any previously approved plat, **PUD**, or any other precedent land use approval; and
- d. The site/architectural plan is consistent with the **Comprehensive Plan** and other adopted City policies and plans.

Community Development

Preliminary Plat

- Identifies six future building areas
- Divides Lot 95 in Lot 95 and Tract J (Spirit Mountain Park)
- Final Plat required upon the completion of each building to condominiumize units



Community Development

Preliminary Plat

Approval Criteria (070.060.060(b)(3)f.4)

- i. Is consistent with the **Comprehensive Plan**;
- ii. Will comply with the applicable **zoning district standards**;
- iii. Will comply with the **use, dimensional, design, and development standards** in this Code;
- iv. Provides a layout of **lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services** designed to minimize the amount of disturbance to sensitive areas and/or community assets;
- v. Provides evidence of **public water and sewer system** connections;
- vi. Identifies and adequately mitigates known **natural hazard areas**; and
- vii. If applicable, proposes **reasonable project phasing** in terms of infrastructure capacity.

Community Development

Comprehensive Plan

- Map 2.3 Future Land Use – South Portion of the City
  - Residential which is not compliant with the map designation nor description
  - Future Land Use maps not created on a parcel-by-parcel basis, many PUDs in the City allowing multi-family residential are mapped similarly
  - Is compliant with the Cardiff Glen PUD which was approved prior to the adoption of the 2011 Comp Plan

- Numerous community goals and related objectives and strategies
  - encourage economic development,
  - preserving our small town character,
  - convenient transportation,
  - infill development,
  - housing opportunities,
  - social diversity,
  - preserving natural resources

Reviewing Agency/Adjacent Property Comments

- Engineering
  - Comments regarding infiltration rates, water quality, existing conditions, inaccuracies between plan sheets, details/specifications, grading contours, ADA requirements, utility easement requirements, etc.
- Water and Wastewater
  - Comments regarding irrigation, fire sprinklers, utility ownership, wording of construction notes, and proximity of landscaping to utilities
- Pat Collins
  - Comments outline concerns with parking, access, and snow storage
- Cardiff Glen I and Master Board of Directors
  - Received copy of letter requesting neighbors attend meeting due to the orientation of buildings, parking, and overall design
  - Received letter from HOA's attorney outlining inconsistencies with the original PUD

Planning and Zoning Commission Recommendation

- Issues Discussed/Addressed
  - Whether alternate layouts of the property/buildings may have allowed for frontage along existing streets
  - Encouraged the applicant to consider colors similar to those found on existing homes
  - Requested additional landscaping to buffer/screen the units along existing streets
  - Required Building 1 units to be ADA accessible

- Recommendation

  Voted unanimously 5-0 to recommend **approval/approval with conditions** of all action items to City Council

Applicant's Response to Comments

Before and After

Community Development

Action Items 1-3

- Section 070.060.030(g)(1)d Review and Decision procedures allow:
  - Recommend **approval** to City Council
  - Recommend **approval with conditions** to City Council
  - Recommend **denial;** or
  - **Continue** the hearing

- Staff recommends **approval** of Action Items 1 and 3, and **approval with conditions** of Action Item 2 with the findings and conditions on pages 1-2 of the suggested motions attached to the staff report .

Community Development

Planning and Zoning Commission Report

Date: November 27, 2018
To: Planning and Zoning Commission
From: Trent L. Hyatt, Senior Planner
Subject: #15-18 – Solstice Townhomes (Lot 95 and Lot 96 Cardiff Glen Planned Unit Development), Rezoning to PUD (amendment to existing PUD), Major Site/Architectural Plan Review, and Preliminary Plat.

REQUEST	Rezoning (amendment) to existing Cardiff Glen PUD, Major Site/Architectural Plan Review, and Preliminary Plat to allow for the construction of 29 multi-family townhome units
APPLICANT	Cardiff 96, LLC
OWNER	Cardiff 96, LLC
LOCATION	Lot 95 and Lot 96 Cardiff Glen PUD (PIN: 2185-272-09-027)
ZONE	R/3 - PUD Multi-family Residential
SURROUNDING LAND USES	North: Open space, municipal airport South: Single family residential, mini storage East: Right-of-way, municipal airport West: Single family and multi-family residential
LOT SIZE	Approximately 0.90 acres and 1.60 acres respectively

ACTION ITEM

The Planning and Zoning Commission (Commission) is the recommending body to City Council on rezoning to PUD, major site/architectural plan review, and preliminary plat applications.

Action 1 - **Rezoning (amendment) to PUD** – to allow for amendments to the existing Cardiff Glen PUD related to front/side yard setbacks, road/sidewalk/landscaping width, dwelling unit size, and irrigation source.

Staff recommendation: *Staff recommends **approval** of the Rezoning/amendments to the Cardiff Glen PUD the findings on pages 11-12.*

Action 2 - **Major Site/Architectural Plan Review** – to allow for the construction of 29 multi-family residential townhome units in six buildings.

Staff recommendation: *Staff recommends **approval (with conditions)** of the Major Site/Architectural Plan Review with the findings and conditions on page 12.*

Action 3 - <u>Preliminary Plat</u> – to allow for the condominiumization of 29 multi-family residential townhome units in six buildings and the creation of Tract J for Spirit Mountain Park.

<u>Staff recommendation</u>: *Staff recommends **approval** of the Preliminary Plat with the findings on page 12.*

BACKGROUND/ANALYSIS

Proposal

On January 21, 1999, City Council approved the rezoning of approximately 21.75 acres from R/4 Residential Transitional to Planned Unit Development (PUD) for the development of Cardiff Glen. The Cardiff Glen concept emphasizes a mixed use traditional development having higher density narrow lots, ample open space, street friendly yards, and smaller residential streets.

Numerous familiar zone districts are associated with the Cardiff Glen PUD including R/2 Single Family Residential, R/3 Multi-family Residential (R/3), and C/3 Commercial/Residential zones. Lot 95 and Lot 96 are zoned R/3 PUD Multi-family Residential. A copy of the ordinance adopting the Cardiff Glen PUD is attached. Specific R/3 zone districts standards are outlined beginning on page 56 of the PDF document (1abled page 51).

The original Cardiff Glen PUD approval allowed for the construction of 91 single family and 126 multi-family residential units, totaling 217. Limited space originally reserved for commercial uses was converted to residential. To date, 89 single family (some with accessory dwelling units) and 41 multi-family units have been constructed for a total of 155. An additional 29 units will bring the neighborhood total to 184. The attached plan set includes a site plan, floor plans and elevations, landscaping plans, grading and utilities plans, and other drawings for your review.

A Construction Plans application was submitted concurrently with, and is being reviewed by City Staff alongside of, the applications discussed herein. Therefore, certain details related to final grading, utilities, lighting, landscaping, etc. are included that are not necessarily required for a Rezoning to PUD, Major Site/Architectural Plan Review, and/or Preliminary Plat application. Please note, Construction Plans approval is still subject to the approval of, and any conditions added to, the current requests.

Rezoning/Amendment to the Cardiff Glen PUD

Certain amendments to the PUD are requested by the applicant and incorporated into the design of the current proposal related to front/side yard setbacks, road/sidewalk/landscaping width, dwelling unit size, and irrigation source.

<u>Setbacks</u>

Yard/setback requirements for multi-family attached dwelling the R/3 PUD are outlined on page 56 (labeled 51) of the PUD document as depicted below.

Multi-family Attached	
Front Yard	20 feet
Rear Yard	10 feet
Side Yard	10 feet per building 15 feet on street side

The applicant proposes setbacks for buildings 1, 2, 5, and 6 which do not adhere to the stated minimums above. Technically, the yards in question are adjacent to the rear of these buildings (and side of building 1 along Stockton Road and building 2 along Culver Circle) as they actually front on the new accessways of Drake Place and Ripple Lane. However, staff has interpreted the front yards or increased setback as being applicable along the existing and more prominent neighborhood streets of Stockton Road, Crawford Way, and Culver Circle. Therefore, the applicant requests the front and side yard setback is reduced to 10 feet instead of 20 along the front and 15 feet along the side.

A minimum front yard of 10 feet is required/observed for most existing structures within the PUD adjacent to streets. A variance was previously granted to allow a 10 foot setbacks for similar multi-family townhome structures on Lot 92, also zoned R/3. The C/3 Commercial/Residential zone allowed for a five foot front yard. Staff believes the intent of the increased setback for the R/3 zone was to soften the impacts of larger multi-family buildings (i.e. a single apartment building containing many units). Staff has made design recommendations to the applicant that have been incorporated into the current elevations. It seems these design/architectural elements limit the mass, bulk, and scale of the elevations facing neighborhood streets.

Street/Sidewalks/Landscaping Strip

Pages 12 (labeled 7) and 26 (labeled 21) call out a minimum street width of 22 feet curb to curb for local streets within the PUD. The smaller street widths are intended to encourage slower traffic and safer pedestrian activity. The accessways proposed by the applicant function similarly to the alleys found throughout the rest of the neighborhood which and provide connections to garages and parking areas.

The City's Engineering Standards, adopted alongside the new development code, consider the accessways as private roads which do not necessarily meet minimum design standards outlined in table 5-6. However, the City Engineer has the ability to consider/accept alternative designs as is necessary to meet the needs of various developments and has approved the current concept. However, due to applicable Fire Code regulations and the City's larger apparatus, the Fire Department requires a minimum 20 foot wide access road (one way) to serve buildings 2-6 as is proposed. Ripple Lane is not 22 feet wide but should adequately serve the development and meets other applicable City standards. Drake Place is 24 feet in width, allows for two way traffic, and also provides access to the proposed community parking adjacent to Spirit Mountain Park and building 1.

Sidewalk and landscaping buffers are discussed in the PUD, however, specific widths are not. A five foot wide sidewalk adjacent to a five foot wide planting strip is provided along streets in the Cardiff Glen neighborhood. Due to the width of Ripple Lane, it is difficult to provide both of these amenities. The applicant has decided to instead provide a four foot wide sidewalk only on one side of Ripple Lane and Drake Place (although not depicted on the site plan). The reduced sidewalk/increased road width is allowed for both vehicle traffic and pedestrians. A Code/PUD-

compliant sidewalk and turf grass planting strip with street trees is proposed along existing exterior streets to maintain consistency with the neighborhood.

Unit Sizes

Mixed unit types are and sizes (ranging in size from one to three bedrooms and 440 to 1,250 square feet) are discussed in the PUD on page 21 (labeled 16). Two separate floor plans and building styles are proposed by the applicant. However, only three bedroom units with an optional fourth bedroom/recreational room are provided. Staff is not sure if this standard necessarily applies to the development of each individual lot or not. The neighborhood/PUD as a whole does provide numerous housing types and size such as multi-family, single family, and accessory dwelling units.

Irrigation

Pages 42 (labeled 37),63 (labeled 2), and 65 (labeled 4) restrict the use of raw water for irrigation of all landscaping in Cardiff Glen. Because of the past issues with the source of raw water for the development, the internal system has being connected to the City's municipal treated water instead. The proposed landscaping plan intends to conserve water (as requested by the City Water/Wastewater Department) by limiting the amount of turf grass being installed while also proving an acceptable transition from existing Cardiff Glen landscaping.

Approval Criteria

An amendment to an existing PUD not considered minor must adhere to the approval criteria outlined in Section 070.060.040(b)(3)f.3 of the *Glenwood Springs Municipal Code* (Code) and as provided in bold italics below. Other language is provided by staff.

In reviewing a proposed PUD, the Planning Commission and City Council shall consider whether and to what extent the proposed PUD:

i. Meets the approval criteria for rezonings, per 070.060.040(a)(3)f.3;

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

The amendments are consistent with the PUD and many goals and objectives outlined in the City Comprehensive Plan as detailed in the staff report below. The proposed amendments do not negatively impact the goals/objectives stated therein.

b. The rezoning is consistent with the proposed purpose statement of the proposed zoning district;

The proposed amendments are consistent and/or do not negatively impact the goals and purpose of the original PUD.

c. Substantial changes in the subject area warrant a zoning change; and/or

Not applicable.

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

The proposed amendments do not increase the intensity/density of development within the PUD.

ii. Addresses a unique situation, provides substantial benefit to the City, or incorporates innovative design, layout, or configuration resulting in quality over what could have been accomplished through strict application of a base zoning district or other standards of this Code;

The proposed amendments are reflective of differing engineering and/or Fire Code requirements; issues and experiences with the existing irrigation system; and/or market conditions which were not evident or applicable when the original PUD was approved in 1999.

iii. Meets all applicable standards of this Code not expressly modified by the PUD application; and

The proposed amendments are a result of the proposal having to meet more current City requirements.

iv. If the PUD provides residential uses, includes varied types of housing and densities.

The PUD currently provides varied housing types and densities.

Major Site/Architectural Plan Review
Section 070.040 of the Development Code outlines the development standards for land use applications. However, a vast majority of the applicable development standards are outlined in the zoning document associated with the PUD. As mentioned above, zone district standards such as allowed uses, unit types and quantities, parking, lot size, etc. for the R/3 PUD district are outlined beginning on page 56 (labeled 51) of the PUD document. Various specifications are discussed in more detail below.

<u>Density</u>
Lot 95 is 0.90 acres as Lot 96 is 1.60 acres for a total area of approximately 2.50 acres. This would allow for 21 units and 56 respectively or 87 units collectively on the subject lots. The number of units associated with the proposal is well under that which is permitted.

<u>Design</u>
Design is discussed in few locations in the PUD document, but a discussion of specific development standards begins on Page 62 (labeled 1). Below is the general outline provided therein.

Summary of Development Standards/Homeowners Covenants

All buildings in Cardiff Glen will be required to be varied and articulated to provide visual interest for pedestrians. A combination of the following identifying features are encouraged:

- Combinations of smaller masses, two story with one story elements.
- Gabled and/or hipped roofs with cross gables, gabled inset or hipped dormers.
- Moderate to steep roof pitches with overhanging eaves.
- Front entry and windows facing the street.
- Partial, full width or wrapped one story front porches.
- Focal windows, bay windows, door and window surrounds of human scale.
- Balconies, stoops, covered walkways, raised dooryards.
- Uniform setbacks from street for all single family areas.
- Minimum of two parking spaces for single family dwellings with alley access

Below is color rendering of the northwest elevation of building 6 which is adjacent to Culver Cirle a prominent neighborhood street. The drawing depicts many of the features outlined and encouraged above such as smaller masses on the main level, gabled roof with shed roof dormers, steep and moderate roof pitches with overhanging eaves, windows facing the street, window surround of human scale,

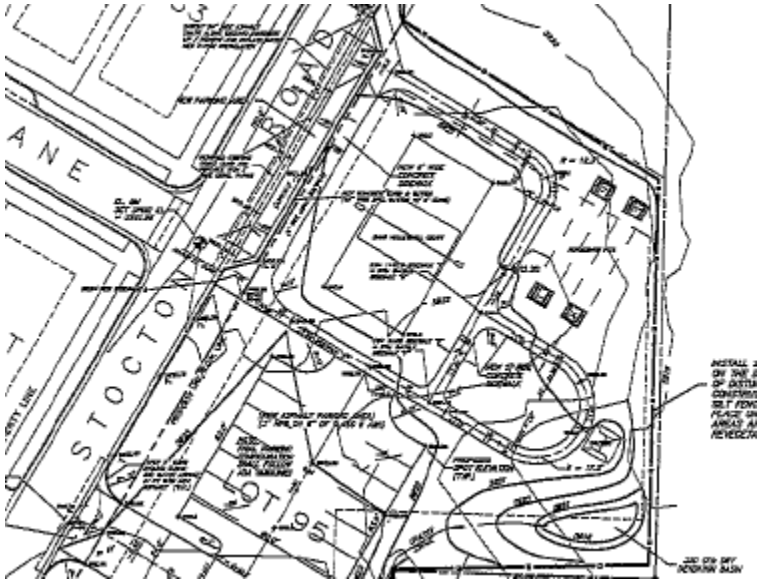
Open Space

Development of Lot 95 and Lot 96 is subject first to the construction of certain common (undeveloped areas reserved for active or passive recreational use) and active space (open space area containing permanent recreational facilities) open improvements. Pages 56-57 (labeled 51 and 52) of the PUD discuss the open space improvements required for various R/3 PUD lots in the neighborhood. However, in 2015, an amendment to the PUD allowed for changes to the active and common space area requirements (listed below) and identifies specific improvements required prior to building on Lot 95 and Lot 96 (Spirit Mountain Park/Tract J and community parking adjacent thereto, revised parking trails and gazebos at Grand River Park, etc.).

Common and Active Open Space Areas

Lot 95 – Common Open Space to be 19,246 sq. ft.
Active Open Space to be 17,302 sq. ft.

Lot 96 – Common Open Space to be 21,210 sq. ft.
Active Open Space to be 7,000 sq. ft.



(Spirit Mountain Park and Community Parking on Lot 95)

Plans depicting the required open space amenities are identified in the in the Sixth Amendment to the Subdivision Improvements Agreement attached hereto.

Necessary Revisions

Comments are attached which identify necessary revisions to the plans required prior to the issuance of a development permit and/or a Construction Plans application. Staff recommends said comments are made conditions of approval of the Major Site/Architectural Plan Review application.

Approval Criteria

A Major Site/Architectural Plan Review application must adhere to the approval criteria outlined in Section 070.060.050(6) of the Code as outlined in ***bold italics*** below. Other language is provided by staff.

a. The site/architectural plan is consistent with the general purpose and intent of this Code;

Outside of the amendments discussed above, the proposal appears to be consistent with the general purpose of the Cardiff Glen PUD as well as other applicable City regulations not addressed in the zoning document.

b. The site/architectural plan is consistent with the dimensional, design, development, and all other standards of this Code;

Excluding the issues/concerns addressed above, the application is consistent with the dimensional and design considerations outlined in the PUD and other applicable City regulations.

c. The site/architectural plan is consistent with any previously approved plat, PUD, or any other precedent land use approval; and

Excluding the issues/concerns addressed above, the application is consistent with the dimensional and design considerations outlined in the PUD and other applicable City regulations.

d. The site/architectural plan is consistent with the Comprehensive Plan and other adopted City policies and plans.

The amendments are consistent with the with, and many goals and objectives outlined in the City Comprehensive Plan as detailed in the staff report below. The proposed amendments do not negatively impact the goals/objectives stated therein.

Preliminary Plat

A Preliminary Plat is included with the application to identity six future building areas and to divide Lot 95 in Lot 95 and Tract J (Spirit Mountain Park). The Sixth Amendment to the Subdivision Improvement Agreement discussed above requires the owner of Lot 95 to transfer Spirit Mountain Park improvements to the master homeowners' associations prior to the issuance of the building permit. A Final Plat will be recorded upon the completion of each building to condominiumize each of the units.

Approval Criteria

A Preliminary Plat application must adhere to the approval criteria outlined in Section 070.060.060(b)(3)f.4 of the Code as outlined in bold italics below. Other language is provided by staff.

In reviewing a preliminary plat application, the Planning Commission and City Council shall consider whether the preliminary plat:

i. Is consistent with the Comprehensive Plan;

The preliminary plat is consistent with many goals and objectives outlined in the City Comprehensive Plan as detailed in the staff report below. The proposed amendments do not negatively impact the goals/objections stated therein.

ii. Will comply with the applicable zoning district standards;

Upon approval of the proposed amendments above, the proposal will comply with the R/3 PUD zoning standards.

iii. Will comply with the use, dimensional, design, and development standards in this Code;

Upon approval of the proposed amendments above, the proposal will comply with the R/3 PUD zoning standards.

iv. Provides a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets;

The proposal layout of the development limits disturbance to sensitive areas and community assets.

v. Provides evidence of public water and sewer system connections;

The proposal includes connections to adequate water and sewer system as outlined in the various civil plan sheets in included with the application.

vi. Identifies and adequately mitigates known natural hazard areas; and

No identified hazard areas are included in the project area.

vii. If applicable, proposes reasonable project phasing in terms of infrastructure capacity.

The proposed phasing plan is reasonable in terms of infrastructure capacity and meets the requirements of former agreement made with various home owners' groups and the City.

Comprehensive Plan Amendment

As shown below, *Map 2.3 Future Land Use – South Portion of the City of the Glenwood Springs* of the Comprehensive Plan (Comp Plan) identifies the property as Single-family Residential in yellow.

According to the Comp Plan, the Single-family designation "*….is comprised primarily of single-family detached homes and duplexes on a variety of lot sizes, Accessory dwelling units and home occupations may be permitted with additional review. Institutional uses such as churches, schools, parks and trails are also allowed."* It does not appear the proposal is in compliance with the map designation nor description. However, we know the Future Land Use maps were not created on a parcel-by-parcel basis as many PUDs in the City which allow multi-family residential are mapped similarly. The proposal is in compliance with the Cardiff Glen PUD and, the PUD was approved prior to the adoption of the 2011 Comp Plan. In this case, it appears that the Comp Plan's Future Land Use Map did not pick up the multi-family designation of these two lots.

Numerous community goals and related objectives and strategies outlined in the Executive Summary and subsequent chapters of the Comp Plan encourage economic development, preserving our small town character, convenient transportation, infill development, housing opportunities, social diversity, and preserving natural resources all of which are supported by this proposal. These goals are outlined in the following table.

Comprehensive Plan Goal	**Comprehensive Plan Objective and Strategy**
-Promote long-term, sustainable, diverse, economic development	-Direct development into a compact form: infill and redevelopment (Chapter 3, Page 34)
-Preserve small town small town character while maintaining the livability of Glenwood Springs and increasing the vibrancy and commercial success of the downtown	-Develop according to the vision (Chapter 4, Page 34) -Direct development into a compact form: infill and redevelopment (Chapter 3, Page 34) -Enhance pedestrian–friendliness while facilitating traffic (Chapter 3, Page 36) -Direct growth inward (Chapter 9, Page 102)
-Address transportation and provide multiple convenient travel choices	-Direct development into a compact form: infill and redevelopment (Chapter 3, Page 34)
-Direct development to locations and building forms that are cost effective to serve	-Direct development into a compact form: infill and redevelopment (Chapter 3, Page 34) -Direct growth to areas where utilities and services can be provided efficiently (Chapter 7, Page 82)
-Provide housing opportunities for the entire community	-Direct development into a compact form: infill and redevelopment (Chapter 3, Page 34) -Encourage greater variety in housing types and price (Chapter 6, Page 75) -Encourage housing variety and affordability throughout the community (Chapter 6, Page 76) -Require good design for mixed-use and higher density projects (Chapter 6, Page 78) -Direct growth inward (Chapter 9, Page 102)
-Support social diversity	-Direct development into a compact form: infill and redevelopment (Chapter 3, Page 34) -Encourage greater variety in housing types and price (Chapter 6, Page 75) -Encourage housing variety and affordability throughout the community (Chapter 6, Page 76) -Require good design for mixed-use and higher density projects (Chapter 6, Page 78) -Direct growth inward (Chapter 9, Page 102)

-Preserve natural resources	-Promote water conservation (Chapter 7, Page 84) -Direct growth inward (Chapter 9, Page 102)

Reviewing Agency Comments
An overview of any comments received from referral agencies is provided below. Said comments are also attached.

Engineering – Comments and redlined plans received outline numerous revisions required for the Construction Plans application related to drainage, water quality, general construction specifications, utilities, etc.

Water and Wastewater – Comments and redlined plans received outline numerous revisions required for the Construction Plans application related to irrigation, fire sprinklers, ownership of utilities, etc.

ACTION ALTERNATIVES AND STAFF RECOMMENDATION:

Section 070.060.030(g)(1)d outlines the review and decision procedures for applications being considered by the Commission and/or City Council stating, "[T]he applicable review body shall **approve, approve with conditions, or deny** the application **based on the applicable approval criteria** listed in the application-specific procedures. The body may also **continue** the hearing or **refer the application** to another authority as provided in 070.060.050(a)(2)c, Referral and Call-Up Procedures."

Action 1 - Rezoning (amendment) to PUD – to allow for amendments to the existing Cardiff Glen PUD related to front/side yard setbacks, road/sidewalk/landscaping width, dwelling unit size, and irrigation source.

Staff Recommendation/Motion
Staff recommends the Planning and Zoning Commission recommend to City Council **approval** of the PUD amendment with the following f**indings:**

Recommended Findings:

1. The amendment is consistent with the City's comprehensive plan and the purpose of this Code;
2. The amendment is consistent with the proposed purpose statement of the proposed zoning district;
3. Substantial changes in the subject area warrant a zoning change;
4. The intensity of development is not expected to create significantly adverse impacts to surrounding properties or the neighborhood;
5. The amendment addresses a unique situation, provides substantial benefit to the City, or incorporates innovative design, layout, or configuration resulting in quality over what could have been accomplished through strict application of a base zoning district or other standards of this Code;
6. Upon addressing staff comments outlined herein, the application will meet all applicable standards of this Code not expressly modified by the PUD application; and

7. The PUD amendment provides residential uses and includes varied types of housing and densities.

Action 2 - Major Site/Architectural Plan Review – to allow for the construction of 29 multi-family residential townhome units in six buildings.

Staff Recommendation/Motion
Staff recommends the Planning and Zoning Commission recommend to City Council **approval with conditions** of the Major Site/Architectural Plan Review with the following **findings** and **conditions**:

Recommended Findings:
1. The site/architectural plan is consistent with the general purpose and intent of this Code;
2. The site/architectural plan is consistent with the dimensional, design, development, and all other standards of this Code;
3. Upon approval of the amendments requested, the site/architectural plan is consistent with any previously approved plat, PUD, or any other precedent land use approval; and
4. The site/architectural plan is substantially consistent with the Comprehensive Plan and other adopted City policies and plans.

Recommended Conditions:
1. The applicant shall comply with/address all staff comments prior to the issuance of a development permit and/or approval of a Construction Plans application.

Action 3 - Preliminary Plat – to allow for the condominiumization of 29 multi-family residential townhome units in six buildings and the creation of Tract J for Spirit Mountain Park.

Staff Recommendation/Motion
Staff recommends the Planning and Zoning Commission recommend to City Council **approval** of the Preliminary Plat with the following f**indings:**

Recommended Findings:
The creation of 29 condominium units:
1. Is consistent with the Comprehensive Plan;
2. Will comply with the applicable zoning district standards;
3. Will comply with the use, dimensional, design, and development standards in this Code;
4. Provides a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets;
5. Provides evidence of public water and sewer system connections;
6. Identifies and adequately mitigates known natural hazard areas; and
7. If applicable, proposes reasonable project phasing in terms of infrastructure capacity.

BUILDING '6' ELEVATION
SCALE: 1/4" = 1'-0"
NORTHWEST FACING

Exterior Materials Legend

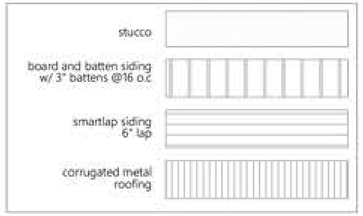
Exterior Finishes:
1. LP Smart Siding, board and batten w/ 2" battens.
2. Stucco - color TBD
3. Concrete patio

Beams & Columns:
11. Heavy timber column - (size as shown)
12. Painted beam - see structural
13.
14.

Trim:
15. LP Smart Siding fascia - paint grade
16. Garage doors
18. Steel 'tie back' braces - see structural
19. LP Smart Siding 1 x 4 trim to cover horiz. joints

Roofing:
20. Arch. grade asphalt shingles - (color TBD)
21. Corrugated Metal roofing, (color TBD)
23.

Misc.:
24. Indicates finished grade
25.
26. Guardrail per code
27.
28.



BUILDING '2' ELEVATION
SCALE: 1/4" = 1'-0" END UNIT
NORTHWEST FACING

BUILDING '1' ELEVATION
SCALE: 1/4" = 1'-0" END UNIT
NORTHWEST FACING

Hinge ARCHITECTS
812 grand avenue, suite 201 gws, colorado 81601
p. 970.309.4432 e. kurt@hinge-architects.com
www.hinge-architects.com

STATE OF COLORADO
KURT L. CARRUTH
LICENSED ARCHITECT

Solstice Townhomes

Cardiff Glen Filing #8, Lots 95 & 96 Cardiff Glen PUD
Glenwood Springs, CO. 81615

DRAWING ISSUE
Development Plan Review set 10-22-18
Development Plan Review Updates 11-02-18
Development Plan Review Updates 11-12-18
Development Plan Review Updates 11-27-18
Development Plan Review Updates 12-04-18

Project designed and drawn to adhere to the 2015 IRC.

A3.0
COLOR RENDERINGS
TYPICAL

BUILDING 1:
FOOTPRINT AREA: 4,036.00 SF
STORIES: 2
UNITS: 4
INDIVIDUAL UNIT SF: 1,788.00 SF
1 CAR GARAGE 238.00 SF

BUILDING 2:
FOOTPRINT AREA: 3,633.00 SF
STORIES: 3
UNITS: 5
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

BUILDING 3:
FOOTPRINT AREA: 2,905.00 SF
STORIES: 3
UNITS: 4
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

BUILDING 4:
FOOTPRINT AREA: 4,361.00 SF
STORIES: 3
UNITS: 6
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

BUILDING 5:
FOOTPRINT AREA: 4,361.00 SF
STORIES: 3
UNITS: 6
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

BUILDING 6:
FOOTPRINT AREA: 2,905.00 SF
STORIES: 3
UNITS: 4
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

TYPICAL PRIVACY STRIP PLANTING LAYOUT

Existing Site Condition Notes

Existing and Proposed topography shown on grading plan.

There are no identified geological formations, water courses, or water bodies.

Existing and proposed utility locations and easement shown on utility plan.

Trash collection will be by unit and managed by STOA.

There are no proposed lightpoles - existing lightpoles are shown on existing conditions map.

Existing tree to be retained - noted on Landscape plan.

Cluster mailboxes may be located with existing CG mailboxes, per the GWS postmaster. Final location to be confirmed.

ABM - Autumn Blaze Maple
2"-3" CALIPER TYP.
26 quantity

BS - Blue Spruce
6'-10' HEIGHT TYP.
13 quantity

CN - Chrsothamnus Nauseous (shrub)
1- 3 GALLON TYP,
29 quantity

CM - Chamaebatiaria Milleform (shrub)
1- 3 GALLON TYP
29 quantity

RA - Ribes Aureum (shrub)
1- 3 GALLON TYP
29 quantity

Site placed Boulder

Total Project sf:	
Lot 95 (not included):	15,450 sf
Lot 96:	69,816 sf
Total	85,266 sf

Building footprint sf:	
Lot 95 -	4,036 sf
Lot 96 -	18,165 sf
	22,201 sf

Impervious s.f. (driveway / sidewalks / individual unit patios)	
Lot 95 -	6,181 sf
Lot 96 -	22,307 sf
	28,488 sf

Open space:
85,266 - 22,201 - 28,488 = 34,577 sf

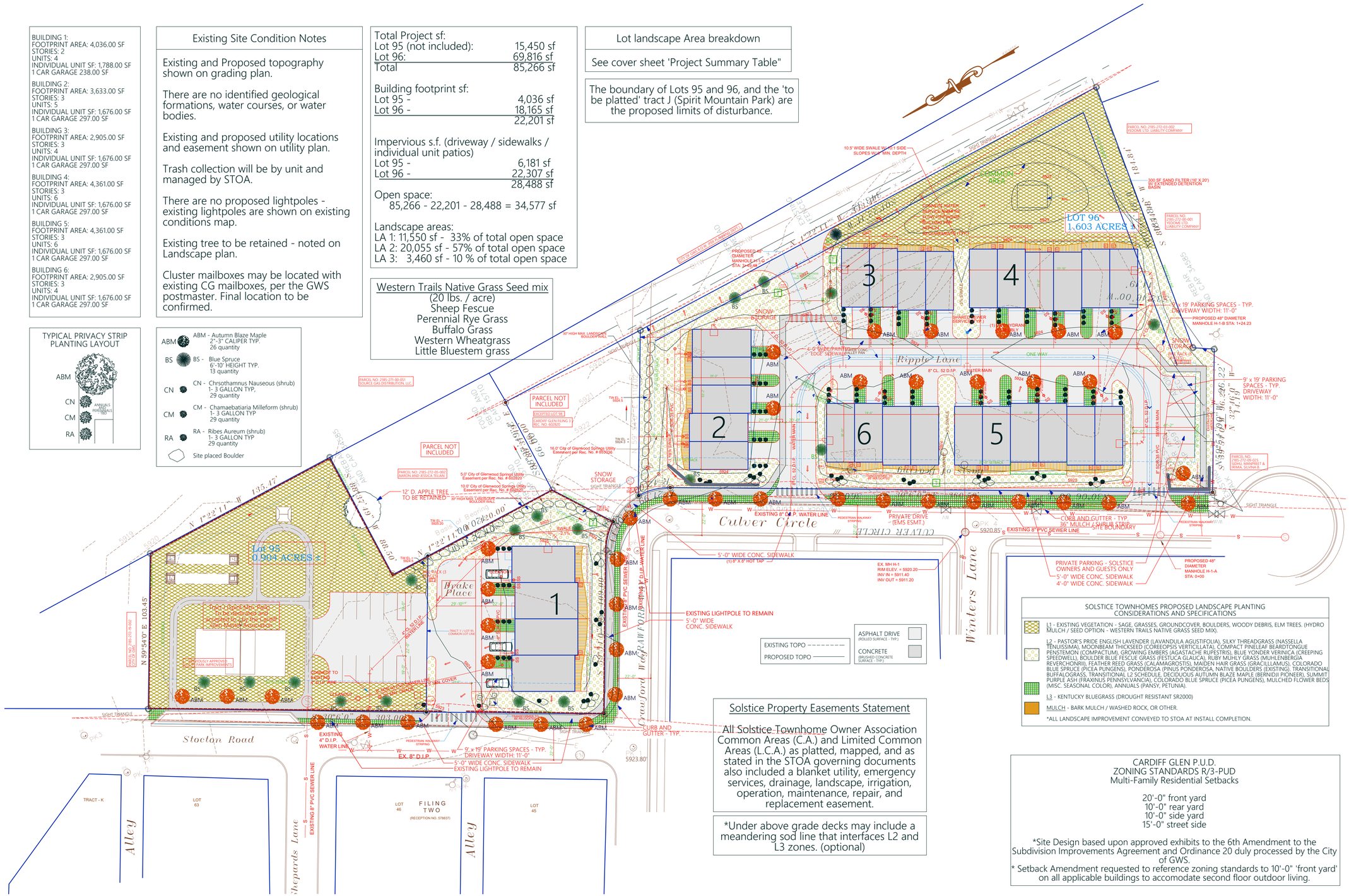
Landscape areas:
LA 1: 11,550 sf - 33% of total open space
LA 2: 20,055 sf - 57% of total open space
LA 3: 3,460 sf - 10 % of total open space

Western Trails Native Grass Seed mix
(20 lbs. / acre)
Sheep Fescue
Perennial Rye Grass
Buffalo Grass
Western Wheatgrass
Little Bluestem grass

Lot landscape Area breakdown

See cover sheet 'Project Summary Table"

The boundary of Lots 95 and 96, and the 'to be platted' tract J (Spirit Mountain Park) are the proposed limits of disturbance.



Solstice Property Easements Statement

All Solstice Townhome Owner Association Common Areas (C.A.) and Limited Common Areas (L.C.A.) as platted, mapped, and as stated in the STOA governing documents also included a blanket utility, emergency services, drainage, landscape, irrigation, operation, maintenance, repair, and replacement easement.

*Under above grade decks may include a meandering sod line that interfaces L2 and L3 zones. (optional)

SOLSTICE TOWNHOMES PROPOSED LANDSCAPE PLANTING CONSIDERATIONS AND SPECIFICATIONS

L1 - EXISTING VEGETATION - SAGE, GRASSES, GROUNDCOVER, BOULDERS, WOODY DEBRIS, ELM TREES. (HYDRO MULCH / SEED OPTION - WESTERN TRAILS NATIVE GRASS SEED MIX).

L2 - PASTOR'S PRIDE ENGLISH LAVENDER (LAVANDULA AGUSTIFOLIA), SILKY THREADGRASS (NASSELLA TENUISSIMA), MOONBEAM THICKSEED (COREEOPSIS VERTICILLATA), COMPACT PINELEAF BEARDTONGUE PENSTEMON (COMPACTUM), GROWING EMBERS (AGASTACHE RUPESTRIS), BLUE YONDER VERINICA (CREEPING SPEEDWELL), BOULDER BLUE FESCUE GRASS (FESTUCA GLAUCA), RUBY MUHLY GRASS (MUHLENBERGIA REVERCHONII), FEATHER REED GRASS (CALAMAGROSTIS), MAIDEN HAIR GRASS (GRACILLAMUS), COLORADO BLUE SPRUCE (PICEA PUNGENS), PONDEROSA (PINUS PONDEROSA, NATIVE BOULDERS (EXISTING), TRANSITIONAL BUFFALOGRASS, TRANSITIONAL L2 SCHEDULE, DECIDUOUS AUTUMN BLAZE MAPLE (BERNIJII PIONEER), SUMMIT PURPLE ASH (FRAXINUS PENNSYLVANCIA), COLORADO BLUE SPRUCE (PICEA PUNGENS), MULCHED FLOWER BEDS (MISC. SEASONAL COLOR), ANNUALS (PANSY, PETUNIA).

L3 - KENTUCKY BLUEGRASS (DROUGHT RESISTANT SR2000)

MULCH - BARK MULCH / WASHED ROCK, OR OTHER.

*ALL LANDSCAPE IMPROVEMENT CONVEYED TO STOA AT INSTALL COMPLETION.

CARDIFF GLEN P.U.D.
ZONING STANDARDS R/3-PUD
Multi-Family Residential Setbacks

20'-0" front yard
10'-0" rear yard
10'-0" side yard
15'-0" street side

*Site Design based upon approved exhibits to the 6th Amendment to the Subdivision Improvements Agreement and Ordinance 20 duly processed by the City of GWS.
* Setback Amendment requested to reference zoning standards to 10'-0" 'front yard' on all applicable buildings to accomodate second floor outdoor living.

SURVEYOR
Dave Nicholson
Divide Creek Surveyors, Inc.
(970) 355-9306

STRUCTURAL
Colorado Structural, Inc.
Mike Arbaney P.E.
tel: (970)-349-5922
fax: (970)-349-5926
mike@coloradostructural.com

CIVIL
Pinnacle Design Consulting Group, Inc.
Hans Brucker, PE
805 Buck Point Road
Carbondale, Co 81623
970-618-4427 cell
970-963-2170 office

PLANNING
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STATE OF COLORADO
KURT L. CARRUTH
13040
LICENSED ARCHITECT

Solstice Townhomes

Cardiff Glen Filing #8, Lots 95 & 96 Cardiff Glen PUD
Glenwood Springs, CO. 81615

DRAWING ISSUE

Development Plan Review set 10-22-18
Development Plan Review Updates 11-02-18
Development Plan Review Updates 11-12-18
Development Plan Review Updates 11-27-18
Development Plan Review Updates 12-04-18

Project designed and drawn to adhere to the 2015 IRC.

Landscape Plan
L1
Scale: 1" = 30'-0"

City Council Suggested Motions

Planning Item #15-18: – Consideration of a Rezoning to PUD (amendment of an existing PUD), a Major Site/Architectural Plan Review, and Preliminary Plat

Action 1 - Rezoning (amendment) to PUD – to allow for amendments to the existing Cardiff Glen PUD related to front/side yard setbacks, road/sidewalk/landscaping width, dwelling unit size, and irrigation source.

Motion to Approve:
I move to affirm the recommendation of the Planning and Zoning Commission and approve the Rezoning (amendment) to PUD request, as outlined in Ordinance No., Series of 2019, with the recommended findings listed on page 1 of the suggested motions attachment to the staff report.

Recommended Findings:
1. The amendment is consistent with the City's comprehensive plan and the purpose of this Code;
2. The PUD amendment is consistent with the City's approval criteria for a rezoning;
3. The intensity of development is not expected to create significantly adverse impacts to surrounding properties or the neighborhood;
4. The amendment addresses a unique situation, provides substantial benefit to the City, or incorporates innovative design, layout, or configuration resulting in quality over what could have been accomplished through strict application of a base zoning district or other standards of this Code;
5. Upon addressing staff comments outlined herein, the application will meet all applicable standards of this Code not expressly modified by the PUD application; and
6. The amendment provides residential uses and includes varied types of housing and densities.

Motion to Deny:
I move to reverse the decision of the Planning and Zoning Commission and deny the Rezoning (amendment) to PUD request finding [please state your reasons here:].

Action 2 - Major Site/Architectural Plan Review – to allow for the construction of 29 multi-family residential townhome units in six buildings.

Motion to Approve:
I move to affirm the recommendation of the Planning and Zoning Commission and approve the Major Site/Architectural Plan Review with the recommended findings and conditions listed on pages 1 and 2 of the suggested motions attachment to the staff report.

Recommended Findings:
1. The site/architectural plan is consistent with the general purpose and intent of this Code;
2. The site/architectural plan is consistent with the dimensional, design, development, and all other standards of this Code;
3. Upon approval of the amendments requested, the site/architectural plan is consistent with any previously approved plat, PUD, or any other precedent land use approval; and

4. The site/architectural plan is substantially consistent with the Comprehensive Plan and other adopted City policies and plans.

Recommended Conditions:
1. The applicant shall comply with/address all staff comments prior to the issuance of a development permit and/or approval of a Construction Plans application;
2. The applicant shall increase and enhance the landscaping (with trees and shrubs) along the Culver Circle and Stockton Road to screen buildings 1, 5, and 6 and along the east property boundary of Spirit Mountain Park and Lot 96;
3. The applicant is required to return Cardiff Road/Darrow Road to the same condition as it exists today following project completion; and
4. Building 1, containing four units, shall be ADA accessible.

Motion to Deny:
I move to reverse the decision of the Planning and Zoning Commission and deny the Major Site/Architectural Plan Review request finding [please state your reasons here:].

Action 3 - Preliminary Plat – to allow for the condominiumization of 29 multi-family residential townhome units in six buildings and the creation of Tract J for Spirit Mountain Park.

Motion to Approve:
I move to affirm the recommendation of the Planning and Zoning Commission and approve the Preliminary Plat request with the recommended findings listed on page 2 of the suggested motions attachment to the staff report.

Recommended Findings:
The creation of 29 condominium units:
1. Is consistent with the Comprehensive Plan;
2. Will comply with the applicable zoning district standards as revised by the associated PUD amendment;
3. Will comply with the use, dimensional, design, and development standards in this PUD as hereby amended;
4. Provides a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets;
5. Provides evidence of public water and sewer system connections;
6. Identifies and adequately mitigates known natural hazard areas; and
7. If applicable, proposes reasonable project phasing in terms of infrastructure capacity.

Motion to Deny:
I move to reverse the decision of the Planning and Zoning Commission and deny the Preliminary Plat request finding [please state your reasons here:].

1) The AIA Document A201 "General conditions of the Contract for Construction," latest edition, are hereby made a part of these contract documents, except as amended herein. Copies are on file and are available for inspection at the office of the architect.

2) The Contract Documents consists of the agreement, the general notes, the specification, and the drawings, which are cooperative and continuous. Work indicated or reasonably implied in any one of the documents shall be supplied as though fully covered in all. Any discrepancy between the different parts should be reported to the architect immediately.

3) All work shall comply with all state and local codes and ordinances, and shall be performed to the highest standards of craftsmanship by journeymen of the appropriate trades.

4) These documents are intended to include all labor materials, equipment and services required to complete all work described herein. It is the responsibility of the contractor to bring to the attention of the architect conditions which will not permit construction according to the intentions of these documents. It is the responsiblity of the architect to provide details and/or directions regarding design intent where it is altered by existing conditions or where neglected in the documents.

5) Any materials proposed for substitution of those specified or called out by trade name in these documents shall be presented to the architect for review. The contractor shall submit samples when required by the architect, and all such samples shall be reviewed by the architect before the work is performed. Work must conform to the reviewed samples. Any work which does not conform shall be removed and replaced with work which conforms at the contractors' expense. Subcontractors shall submit requests and samples for review through the general contractor when work is let through him or her. Required verifications and submittals to be made in adequate time as not to delay work in progress.

6) Shop drawings shall be submitted to the architect for his or her review where called for anywhere in these documents. Review shall be made by the architect before work is begun, and work shall conform to the reviewed shop drawings, subject to replacement as required for samples in paragraphs, above.

7) The building inspector shall be notified by the contractor or when there is a need of inspection as required by the uniform building code or by any local code or ordinance.

8) The contractor shall be responsible for the safety and care of adjacent properties during construction, for compliance with federal and state OSHA regulations and for the protection of all work until it is delievered completed to the owner.

9) All dimensions noted take precedence over scaled dimensions. Dimensions noted with "NTS" denotes "Not To Scale".

10) Contractor shall verify and coordinate all openings through floors, ceilings, and walls with all architectural structural, mechanical, plumbing, and electrical drawings.

11) Contractor will assume responsibility of items requiring coordination and resolution during the bidding process.

12) Contractor will conform with material and equipment manufacturers recommendations.

13) All dimensions to framing unless noted otherwise.

14) Interior walls to be 2X4 at 16" OC. Unless noted otherwise refer to structural.

15) Crown all studs, joists, and rafters. Crown joists and rafters up.

16) Coordinate joist placement with plumbing fixture layout.

17) Hold all plumbing traps as high as possible and coordinate with cabinet accessories.

18) Property lines, utilities and topography shown is representative of information taken from a survey prepared by Surveyor of Record. Refer to the survey for this information. Notify architect immediately of any discrepency or variation between the drawings and actual site conditions.

19) Building footprint to be laid out by a certified surveyor.

20) Architect shall field verify building location after stake out is complete and before the contractor begins any site clearing. Notify the architect 24 hours in advance to arrange inspection.

21) Surveyor shall lay out building footprint and location within the excavation prior to placing foundations.

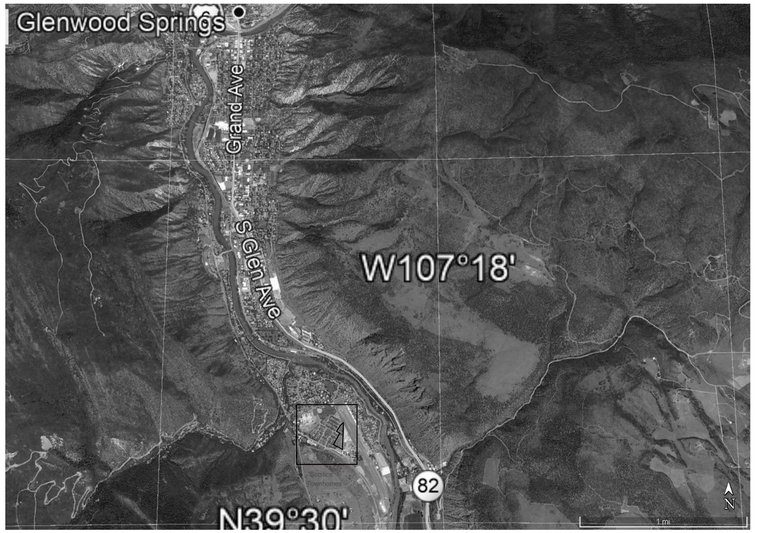
22) Contact utility companies to field verify location of respective service lines prior to beginning construction.

23) Contractor shall insure positive drainage away from and around the structure. Notify the architect immediately whenever this is not possible. Ponding of surface waters shall not be permitted within 10 feet of the building perimeter.

24) The purpose of these drawings is only to graphically depict the general nature of the work. The contractor is responsible for confirming dimensions and selecting fabrication processes and techniques of construction. The architect and/or engineer shall be notified of any variation from dimensions or conditions shown in the drawings.

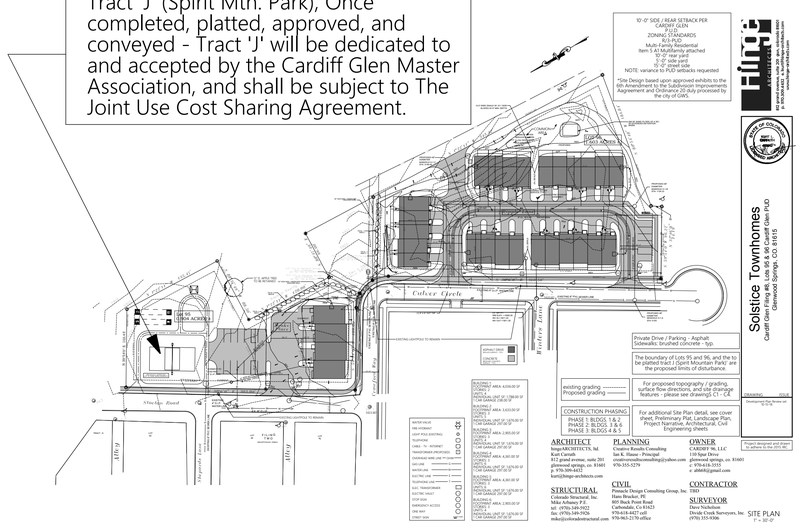
ABBREVIATIONS

ADD	ADDENDUM	GR	GRADE	RM	ROOM
AFF	ABOVE FINISHED FLOOR	GYP	GYPSUM	RO	ROUGH OPENING
ADJ	ADJACENT	GWB	GYPSUM WALLBOARD	SAN	SANITARY
AGG	AGGREGATE	HDW	HARDWARE	SECT	SECTION
ARCH	ARCHITECTURAL	HD	HEAD	SEW	SEWER
BM	BEAM	HVAC	HEATING, VENTILATING, AND AIR CONDITIONING	SHT	SHEET
BRG	BEARING			SHLV	SHELVES
BET	BETWEEN	HT	HEIGHT	SIM	SIMILAR
BD	BOARD	HWY	HIGHWAY	SL	SLIDING
BS	BOTH SIDES	HOR	HORIZONTAL	STC	SOUND-TRANSMITION CLASS
BO	BOTTOM OF	ID	INSIDE DIAMETER	SPEC	SPECIFICATION
BLDG	BUILDING	INS	INSULATION	SQ	SQUARE
CAB	CABINET	INT	INTERIOR	STD	STANDARD
CL	CENTER LINE	JT	JOINT	STL	STEEL
CER	CERAMIC	LAM	LAMINATE	STRUCT	STRUCTURE (AL)
CLR	CLEAR	LAV	LAVATORY	SUB	SUBSTITUTE
CLOS	CLOSET	MFG	MANUFACTURER	SUPPL	SUPPLEMENT (AL)
COL	COLUMN	MO	MASONRY OPENING	SUSP	SUSPEND (ED)
CONC	CONCRETE	MTL	MATERIAL	TBD	TO BE DETERMINED
CJ	CONSTRUCTION JOINT	MAX	MAXIMUM	TEL	TELEPHONE
CONT	CONTINUOUS	MECH	MECHANICAL	TV	TELEVISION
DP	DAMPROOFING	MIN	MINIMUM	TEMP	TEMPERED
DET	DETAIL	MISC	MISCELLANOUS	IE	THAT IS
DIA	DIAMETER	NIC	NOT IN CONTRACT	THK	THICK
DIM	DIMENSION	NA	NOT APPLICABLE	TPH	TOILET PAPER HOLDER
DW	DISHWASHER	NTS	NOT TO SCALE	T & G	TONGUE AND GROOVE
DN	DOWN	OC	ON CENTER	T & B	TOP AND BOTTOM
DR	DRAIN	OFCI	OWNER FURNISH CONTRACTOR INSTALL	TO	TOP OF
DWG	DRAWING			T	TREAD
EA	EACH	OPG	OPENING	TYP	TYPICAL
EL	ELEVATION	OPP	OPPOSITE	UG	UNDERGROUND
EQ	EQUAL	OPH	OPPOSITE HAND	UNFIN	UNFINISHED
EXIST	EXISTING	OD	OUTSIDE DIAMETER	UBC	UNIFORM BUILDING CODE
EJ	EXPANSION JOINT	D	PENNY (NAILS,ETC.)	USG	UNITED STATES GAGE
EXT	EXTERIOR	PERF	PERFORATED	VAR	VARIABLE
FO	FACE OF	PL	PLATE	VENT	VENTILATE
FIN	FINISH	PW	PLYWD	VIF	VERIFY IN FIELD
FP	FIREPROOF	PROD	PRODUCT	VERT	VERTICAL
FL	FLOOR	PROJ	PROJECT	VAT	VINYL ASBESTOS TILE
FD	FLOOR DRAIN	PROP	PROPERTY	V	VOLTAGE
FTG	FOOTING	R	RADIUS OR RISER	WC	WATER CLOSET
FDN	FOUNDATION	REF	REFER	WP	WATERPROOF
GA	GAUGE	REFR	REFRIGERATOR	WT	WEIGHT
GALV	GALVINIZED	REINF	REINFORCE (D)	WIN	WINDOW
GC	GENERAL CONTRACTOR	REQD	REQUIRED	W/	WITH (COMB. FORM)
GL	GLASS			W/O	WITHOUT
				WD	WOOD



VICINITY MAP

Tract 'J' (Spirit Mtn. Park), Once completed, platted, approved, and conveyed - Tract 'J' will be dedicated to and accepted by the Cardiff Glen Master Association, and shall be subject to The Joint Use Cost Sharing Agreement.



Project Summary Table

	Acres	s.f.
Total project areas	LOT 95 / 96 - 2.507 AC	LOT 95 / 96 - 109,204.92 s.f.
Lot size:	LOT 96 - 1.603 AC LOT 95 - .904 AC	LOT 96 - 69,816.00sf LOT 95 - 39,398.00 sf
	existing s.f.	Proposed s.f.
Limits of disturbance	N/A	LOT 95 - 39,398.00 sf LOT 96 - 69,816.00sf
	existing	Proposed
Parking spaces	N/A	LOT 95 - 8 SPACES LOT 96 - 56 SPACES
*ADDITIONAL 18 SPACES IN TRACT J / ALONG STOCKTON ARE PART OF COMMUNITY OPEN SPACE, OR SIMILAR.		
	existing	Proposed
Residential units	0	LOT 95 - 4 UNITS LOT 96 - 25 UNITS
	required s.f.	Proposed s.f.
Open Space	LOT 95 - 19,246.00 s.f. LOT 96 - 21,210.00 sf	LOT 95 - 35,362.00 s.f. LOT 96 - 51,651.00sf
Tract J		23,948.00 s.f. / .55 AC
	Lot 95	Lot 96
Building height	28'-7"	34'-0 3/4"
	required s.f.	Proposed s.f.
Snow storage	n/a	2500 s.f.
Total Common Area (Includes Limited Common Area)	n/a	63,023.00 s.f.
	existing land	Proposed (s.f. & %)
Lot coverage - Structure (including Tract J)	LOT 95 - 0.00 sf LOT 96 - 0.00 s.f.	LOT 95 - 4,036.23 = 10% LOT 96 - 18,165 s.f = 26%
Lot coverage - Driveways / Roads (Ripple and Drake)	LOT 95 - 0.00 sf LOT 96 - 0.00 s.f.	LOT 95 - 9,743.00 s.f. LOT 96 - 18,844 s.f = 26%
Lot coverage - Patios	LOT 95 - 0.00 sf LOT 96 - 0.00 s.f.	NO PATIOS INCLUDED DECKS ARE DRIP THROUGH
Lot coverage - Sidewalks	LOT 95 - 0.00 sf LOT 96 - 0.00 s.f.	LOT 95 & 96 - 4,425.00 s.f (PUBLIC AND PRIVATE)
TOTAL IMPERVIOUS S.F. (LOT 95 AND 96 COMBINED)	N/A	55,213.23 s.f.
		TOTAL IMPERVIOUS % = 50.5%
Average slope w/i LOD	7/1	
	existing spaces	proposed spaces
Bicycle Parking	n/a	LOT 95 - 3 SPACES LOT 96 - 6 SPACES
	existing land	Proposed (s.f. & %)
Total landscape area	Lot 95 - 15,450.00 Lot 96 - 69,662.80 s.f	Lot 95 - 6,358 s.f. = 41% Lot 96 - 31,852 s.f. = 45%

ELECTRICAL SYMBOLS LEGEND

SURFACE MOUNTED FLUORESCENT		THERMOSTAT	T
RECESSED DOWNLITE		DUPLEX OUTLET	
ADJUST. REC. DOWNLITE		220 V. OUTLET	
WALL MOUNTED LIGHT FIXTURE		FLOOR OUTLET	
SURFACE MOUNTED LIGHT FIXTURE		SWITCHED OUTLET	
PENDENT		FLOOR PHONE OUTLET	
UNDER CABINET FLOURESCENT OR LOW VOLTAGE STRIPLIGHT		TV CABLE OUTLET	
		PHONE OUTLET	
SMOKE DETECTOR	S	WATERPROOF OUTLET	WP
EXHAUST FAN	F	SWITCH	

AIRPORT OVERLAY ZONE

The avigation easement dedicated herein for public aviation purposes, shall be considered a public easement subject to those terms and conditions specified on the instrument recorded at Book 1136, pg. 648 of the records of Garfield County, Colorado. All other easements of record affecting any of the platted property depicted hereon shall not be affected and shall remain in full force and effect.

GEOLOGIC HAZARD DISCLOSURE

The property depicted on this plat has no geologic hazards of note, per the updated sub soils study performed by HP Kumar, dated 08-23-2018.

FEMA FLOODPLAIN STATEMENT

"The property depicted on this plat is included on map community panel 080205 1453B, dated January 3, 1986, and is not located in a regulated special flood hazard area.

BASIS OF BEARING

"A found #5 rebar with a 1 1/4" RED plastic cap L.S. No. 15710. At the Easterly interior angle point and a found No. 5 rebar with a 1 1/4" Aluminum cap L.S. 15710 at the most Southeasterly corner of said Lot 95, using a bearing of S 01*22' 11" E Between the two found monuments as shown hereon.

PUBLIC FACILITY REQUIREMENTS

The public facility requirements for construction and installation within the Solstice Townhomes project are detailed in Ordinance 20 of the 6th amendment to the Cardiff Glenn SIA.

SIA 6th Amendment to the Subdivision Approvements Agreement is found at Reception No. 888526 and recorded at the Garfield County Clerk and Recorder on Feb. 03, 2017.

On Ordinance 20 - as approved on Sept. 03, 2015 by the GWS City Council.

INDEX TO DRAWINGS

C1 COVER SHEET - (VICINITY MAP)
CG1 PLAT OF CARDIFF GLEN P.U.D.
SS1 SITE SURVEY
PP1 AMENDED PRELIMINARY PLAT
SP1 SITE PLAN (VICINITY MAP)
ECD1 EXISTING CONDITIONS / DEMO PLAN
L1 LANDSCAPE PLAN
L2 LANDSCAPE CRITERIA
L3 IRRIGATION PLAN SCHEMATIC
E2.1 EXT. ELECTRICAL PLAN
A2.0A LOT 95 UNIT PLANS
A2.0B LOT 96 UNIT PLANS
A2.1 BUILDING 1 PLANS
A2.2 BUILDING 2 PLANS
A2.3 BUILDING 3 PLANS
A2.4 BUILDING 4 PLANS
A2.5 BUILDING 5 PLANS
A2.6 BUILDING 6 PLANS
A3.0 COLOR RENDERINGS - TYPICAL
A3.1 - A3.2 BUILDING 1 ELEVATIONS
A3.3 - A3.4 BUILDING 2 ELEVATIONS
A3.5 - A3.6 BUILDING 3 ELEVATIONS
A3.7 - A3.8 BUILDING 4 ELEVATIONS
A3.9 - A3.10 BUILDING 5 ELEVATIONS
A3.11 - A3.12 BUILDING 6 ELEVATIONS
C1-23 - CIVIL DRAWINGS
CP1-10 - GRAND RIVER PARK & LOT 95 (PRIOR APPROVED DRAWINGS)
S1.1 LOT 95 STRUCTURAL DRAWINGS
S1.1 LOT 96 STRUCTURAL DRAWINGS
S1.2 LOT 96 STRUCTURAL DRAWINGS

CONSTRUCTION PHASING PLAN

PHASE 1:
SPIRIT MTN. PARK, GRAND RIVER PARK, SOLSTICE TOWNHOMES - GRADING AND INFRASTRUCTURE
PHASE 2 : BLDGS. 1 & 2
PHASE 3: BLDGS. 3 & 6
PHASE 4: BLDGS 4 & 5
*EACH PHASE INCLUDES APPLICABLE LANDSCAPE PLAN

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STATE OF COLORADO
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Solstice Townhomes

Cardiff Glen Filing #8, Lots 95 & 96 CARDIFF GLEN P.U.D.
Glenwood Springs, CO. 81615

DRAWING	ISSUE
Development Plan Review set	10-22-18
Development Plan Review Updates	11-02-18
Development Plan Review Updates	11-12-18

Project designed and drawn to adhere to the 2015 IRC.

COVER

PLAT OF CARDIFF GLEN, P.U.D., AND SUBDIVISION PLAT OF CARDIFF GLENN P.U.D., FILING ONE

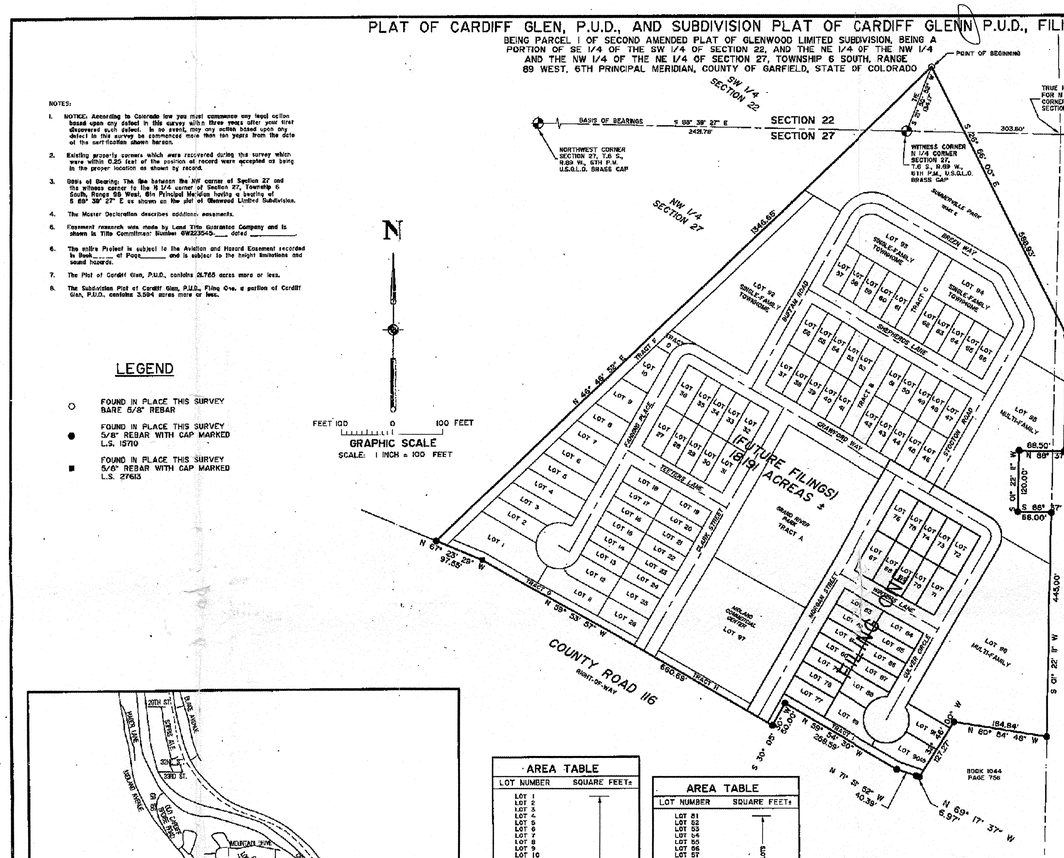
BEING PARCEL I OF SECOND AMENDED PLAT OF GLENWOOD LIMITED SUBDIVISION, BEING A PORTION OF SE 1/4 OF THE SW 1/4 OF SECTION 22, AND THE NE 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE NE 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO

NOTES:

1. NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after your first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
2. Existing property corners which were recovered during the survey which were within 0.25 feet of the position of record were accepted as being in the proper location as shown by record.
3. Basis of Bearing: The line between the NW corner of Section 27 and the witness corner to the N 1/4 corner of Section 27, Township 6 South, Range 89 West, 6th Principal Meridian having a bearing of S 89° 39' 27" E as shown on the plat of Glenwood Limited Subdivision.
4. The Master Declaration describes additional easements.
5. Easement research was made by Land Title Guarantee Company and is shown in Title Commitment Number GW233545 dated _____
6. The entire Project is subject to the Aviation and Hazard Easement recorded in Book _____ at Page _____ and is subject to the height limitations and sound hazards.
7. The Plat of Cardiff Glen, P.U.D., contains 21.765 acres more or less.
8. The Subdivision Plat of Cardiff Glen, P.U.D., Filing One, a portion of Cardiff Glen, P.U.D., contains 3.594 acres more or less.

LEGEND

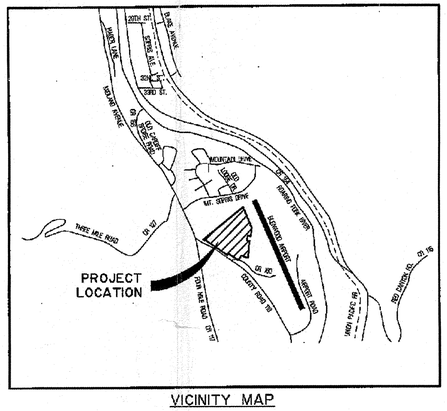
- ○ FOUND IN PLACE THIS SURVEY BARE 5/8" REBAR
- ● FOUND IN PLACE THIS SURVEY 5/8" REBAR WITH CAP MARKED L.S. 15710
- ■ FOUND IN PLACE THIS SURVEY 5/8" REBAR WITH CAP MARKED L.S. 27615



FEET 100 0 100 FEET

GRAPHIC SCALE

SCALE: 1 INCH = 100 FEET



VICINITY MAP

AREA TABLE

LOT NUMBER	SQUARE FEET±
LOT 1	
LOT 2	
LOT 3	
LOT 4	
LOT 5	
LOT 6	
LOT 7	
LOT 8	
LOT 9	
LOT 10	
LOT 11	
LOT 12	
LOT 13	
LOT 14	
LOT 15	
LOT 16	
LOT 17	
LOT 18	
LOT 19	
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LOT 33	
LOT 34	
LOT 35	
LOT 36	
LOT 37	
LOT 38	
LOT 39	
LOT 40	
LOT 41	
LOT 42	
LOT 43	
LOT 44	
LOT 45	
LOT 46	
LOT 47	
LOT 48	
LOT 49	
LOT 50	

FUTURE LOTS

AREA TABLE

LOT NUMBER	SQUARE FEET±
LOT 51	
LOT 52	
LOT 53	
LOT 54	
LOT 55	
LOT 56	
LOT 57	
LOT 58	
LOT 59	
LOT 60	
LOT 61	
LOT 62	
LOT 63	
LOT 64	
LOT 65	
LOT 66	
LOT 67	3843
LOT 68	3080
LOT 69	3080
LOT 70	3020
LOT 71	3843
LOT 72	3843
LOT 73	3020
LOT 74	3020
LOT 75	3020
LOT 76	3843
LOT 77	3768
LOT 78	3020
LOT 79	3020
LOT 80	3020
LOT 81	3020
LOT 82	3020
LOT 83	3340
LOT 84	3540
LOT 85	3320
LOT 86	3320
LOT 87	3020
LOT 88	3836
LOT 89	4106
LOT 90	4770
LOT 91	4013
LOT 92	
LOT 93	
LOT 94	
LOT 95	
LOT 96	
LOT 97	

FUTURE LOTS

AREA TABLE

LOT NUMBER	SQUARE FEET±
TRACT A	
TRACT B	
TRACT C	
TRACT D	
TRACT E	
TRACT F	
TRACT G	
TRACT H	
TRACT I	6310

FUTURE TRACTS

AREA SUMMARY

DESCRIPTION	ACRES ±	%
LOTS 67-91	1.968	9.0%
FUTURE FILINGS	18.191	83.0%
TRACT I	0.122	0.6%
ROADS	1.504	6.9%
TOTAL	21.785	100%

CERTIFICATE OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Stadia 3 Land Company, LLC, a Colorado limited liability company, as the sole owner of the property described below, does hereby dedicate the Property under the name and style of CARDIFF GLEN, P.U.D., and to the regime of the Master Declaration for Cardiff Glen ("Master Declaration") governed by the Cardiff Glen Master Homeowners Association ("Master Association") upon the recording of the Master Declaration.

CARDIFF GLEN, P.U.D. is located in the SE 1/4, SW 1/4 of Section 22 and the NE 1/4, NW 1/4 and SW 1/4, SE1/4 of Section 27, Township 6 South, Range 89 West, Sixth Principal Meridian, being more fully described as follows:

Beginning at the northerly corner of Cardiff Glen, P.U.D., whence the Witness Corner to the N 1/4 corner to Section 27, Township 6 South, Range 89 West, Sixth Principal Meridian, bears S 77° 55' 55" W, 1364.17 feet;

1. Thence S 20° 56' 05" E, 589.93 feet;
2. Thence S 01° 09' 11" W, 208.36 feet;
3. Thence N 88° 37' 49" W, 68.50 feet;
4. Thence S 01° 22' 11" W, 130.00 feet;
5. Thence S 88° 37' 49" E, 68.00 feet;
6. Thence S 01° 22' 11" W, 445.00 feet;
7. Thence N 88° 37' 49" W, 68.50 feet;
8. Thence S 01° 22' 11" W, 295.36 feet;
9. Thence N 89° 11' 27" W, 6.97 feet;
10. Thence N 77° 01' 50" W, 409.39 feet;
11. Thence N 89° 54' 30" W, 286.59 feet;
12. Thence S 30° 05' 30" W, 30.00 feet;
13. Thence N 59° 53' 07" W, 660.69 feet;
14. Thence N 61° 22' 29" W, 97.30 feet;
15. Thence N 46° 40' 56" E, 1346.66 feet to the Point of Beginning.

Cardiff Glen, P.U.D. as described above contains 21.785 acres, more or less.

1) Morgan Street, Culver Circle, Whiskey Lane and the easterly portion of Cliffwind Way shown hereon are dedicated to the City of Glenwood Springs for the use of the public forever. Owner will construct the listed public improvements.

2) All utility easements within portions of real estate submitted to the terms of a Declaration other than the Master Declaration are dedicated to the appropriate public utilities and the City of Glenwood Springs for the use of the City and appropriate public utilities as perpetual non-exclusive easements for the installation, operation, maintenance and repair of utilities and appurtenances therein, including, but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines, and irrigation lines.

3) All irrigation, drainage and detention/retention easements within portions of real estate submitted to the terms of the Master Declaration are granted to the Cardiff Glen Master Homeowners Association for the benefit of all owners.

4) Tract I is hereby dedicated to the Master Association and to the appropriate public utilities and the City of Glenwood Springs, as a perpetual, non-exclusive easement for (a) use by the appropriate public utilities as perpetual easement for the installation, operation, maintenance and repair of utilities and appurtenances therein including, but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines, (b) the installation, operation, maintenance and repair of private irrigation systems, and (c) for ingress and egress use by the general public pedestrian.

All easements include the right of ingress and egress on, along, over, under, through, and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush; provided however, that the beneficiaries of said easement shall utilize the same in a reasonable and prudent manner. Furthermore, all easements shall also be freely granted and shall not burden or encumber said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

Further, Owner hereby states that the foregoing real estate is subject to the listed development rights:

1) 66 of Cardiff Glen, P.U.D. is subject to the right of the Owner to create units, common elements, or limited common elements.

2) The right of the owner to subdivide units or convert units into common elements and to withdraw real estate as set forth in the Declaration adding particular lots to the regime of the common interest community or condominium.

3) The right of the Owner to submit Tract I to one or more other common interest communities for perpetual non-exclusive easements.

Owner further ratifies the vacation of the Townsite of Cardiff and the Hughes Addition to the Townsite of Cardiff.

Owner further certifies that no lending institution holds any encumbrance on the property shown hereon.

STADIA 3 LAND COMPANY, LLC

By: _____
Manager

By: _____
Manager

State of Colorado)
) ss
County of Garfield)

The Certificate of Ownership and Dedication hereon was acknowledged before me this 22nd day of June, A.D. 1999, by Thomas G. Stevens and Richard A. Fallin as Managers of Stadia 3 Land Company, LLC.

Witness my hand and seal: _____
My Commission expires: 12/27/2000 Notary Public

MARGARET R. JOY
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 12/27/2000

CLERK AND RECORDER'S CERTIFICATE

This plat was filed for record in the Office of the Clerk and Recorder of Garfield County, Colorado, at 3:16 o'clock P M., this 24th day of June A.D., 1999, in Book _____ at Page _____, Reception No. 547815
Drawer No. 7-9 Fee $ 21

Mildred Alsdorf
Clerk and Recorder

By: C. Kullberg
Deputy

PLANNING COMMISSION CERTIFICATE

This plat was approved by the City of Glenwood Springs Planning and Zoning Commission this 15 day of June A.D., 1999.

Rick Davis
Chairman

CITY COUNCIL CERTIFICATE

This plat was approved by the City Council of Glenwood Springs, Colorado, this 3 day of June, 1999, for filing with the Clerk and Recorder of Garfield County and for conveyance to the City of the public dedications shown hereon subject to the provision that the approval in no way obligates Garfield County for financing or construction of improvements on land, streets, or easements dedicated to the public, except as specifically agreed to by the City Council in the Subdivision Agreement. The City Council hereby vacates and divests all of its right title and interest in fee the Townsite of Cardiff and the Hughes Addition to the Townsite of Cardiff and the Hughes Second Addition to the Townsite of Cardiff within the city limits, including specifically all streets, alleys, easement and right-of-way therein, except that only that portion of Frost Street to its intersection with County Road 116 is vacated hereby and (a) to water right of way and easement described in Book 263 at Page 380.

Mayor

Witness my hand and seal of the City of Glenwood Springs

City Clerk

TITLE STATEMENT

Land Title Guarantee Company does hereby certify that it has examined the title to all lands shown hereon and that title to such lands is vested in the entities listed in the Certificate as Owners, free and clear of all liens, taxes, assessments, and encumbrances, except Water Rights, Ditches, Reservoirs and Rights of Way, Easements, Restrictions, Reservations, Covenants, Conditions, Agreements, Liens, Encumbrances, Defects and Exceptions as shown on Exhibit B, Page 2 and Page 3 of Title Commitment No. GW233545 dated May 10, 1999 at 8:00 A.M. Although we believe the facts contained herein to be correct, this Certificate is not to be construed as an Abstract of Title nor an opinion of title, nor a Guaranty of Title and it is understood and agreed that Land Title Guarantee Company neither assumes, nor will be charged with any Townsite obligation or liability whatsoever on any statement contained herein.

LAND TITLE GUARANTEE COMPANY

By: Thomas E. Schumm

Title: Title Manager

STATE OF COLORADO)
) ss
COUNTY OF GARFIELD)

The Title Statement hereon was acknowledged before me this 23rd day of June A.D., 1999, by Thomas E. Schumann as authorized signatory (for the purposes thereof) of Land Title Guarantee Company.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal.

My commission expires: 12/27/2000

Notary Public

MARGARET R. JOY
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 12/27/2000

SURVEYOR'S CERTIFICATE

I, Dean E. Fiskin, an employee of Banner Associates, Inc. and a Professional Land Surveyor, licensed under the laws of the State of Colorado, do hereby state that this survey and plat of Cardiff Glen P.U.D., and Subdivision Plat of Cardiff Glen, P.U.D., Filing One shown hereon was prepared under my direct supervision and is to compliance with applicable City of Glenwood Springs and State of Colorado regulations and is true and accurate to the best of my knowledge and belief.

IN WITNESS WHEREOF, I hereunto affix my hand and seal this 18 day of June A.D. 1999.

Dean E. Fiskin
P.L.S., 19597

COLORADO REGISTERED 19597 PROFESSIONAL LAND SURVEYOR

BANNER ASSOCIATES, INC. ◆ CONSULTING ENGINEERS & SURVEYORS

PLAT OF CARDIFF GLEN, P.U.D.
AND SUBDIVISION PLAT OF CARDIFF GLEN, P.U.D., FILING ONE
A PORTION OF SE 1/4 OF THE SW 1/4 OF SECTION 22, AND THE NE 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE NE 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO

SCALE:	JOB NO.	DATE:
1" = 100'	8374-03-01	6-18-9
SHEET NO:	1 of 3	

FPlat

547815-1

PUD PLATS

CG1

IMPROVEMENT SURVEY PLAT

FOR PARCELS 95, AND 96, IN CARDIFF GLEN P.U.D.,

SITUATED IN A PORTION OF THE NE 1/4, OF THE NW 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH RANGE 89 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO

Vicinity Map
Not to scale

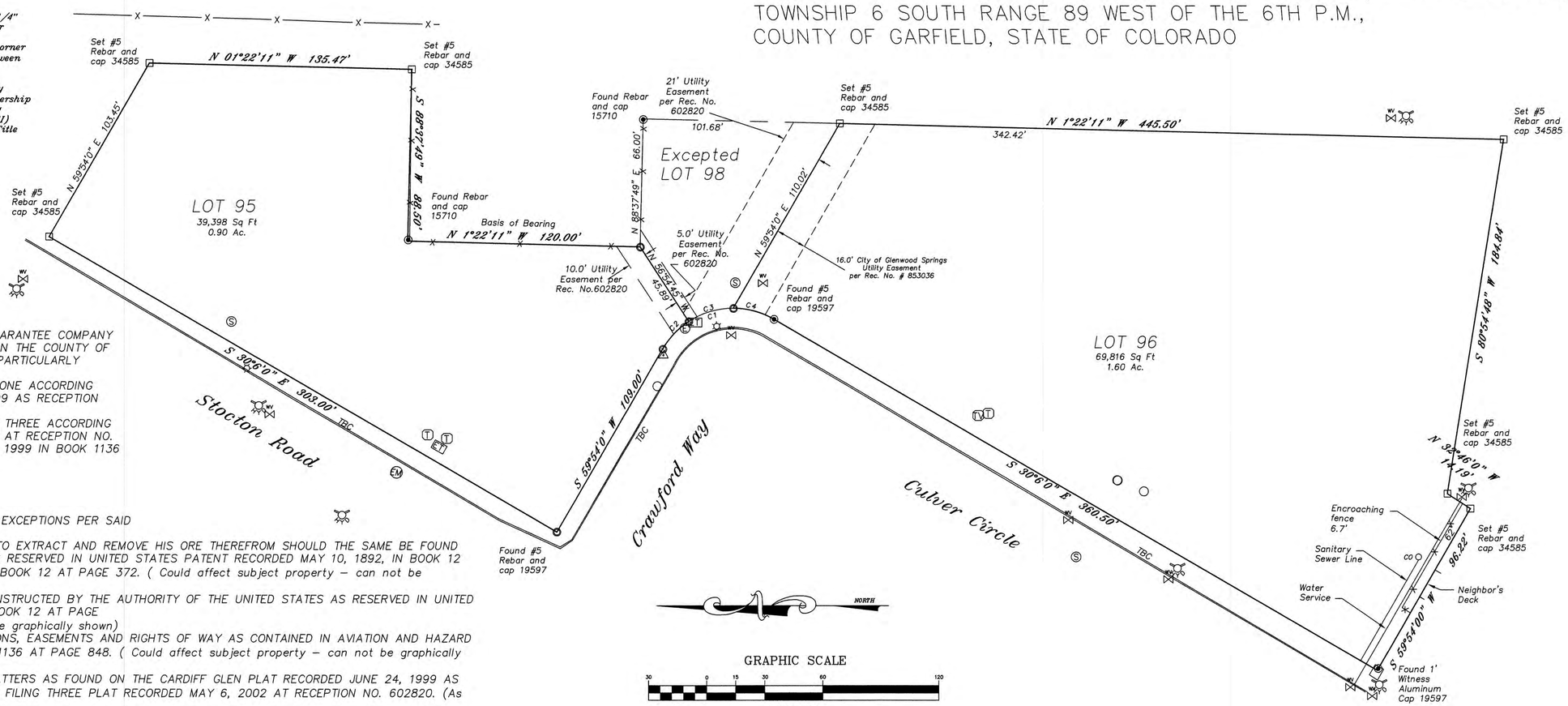
NOTES

1) Date of Survey: June 14, 2018.

2) Date of Preparation: June 14,, 2018.

3) Basis of Bearing: A found #5 rebar with a 1 1/4" Red plastic cap L.S. No. 15710 at the Easterly interior angle point and a found #5 rebar with a 1 1/4" Aluminum cap L.S. 15710 at the most Southeasterly corner of said Lot 95, using a bearing of S 01°22'11" E Between the two found monuments as shown hereon.

4) This survey does not constitute a title search by Divide Creek Surveyors Inc., (DCSI) to determine ownership or easements of record. For all information regarding easements, rights of way and/or title of record, (DCSI) relied upon the title commitment provided by Land Title Guarantee Company effective date: June 06, 2018 commitment No: ABS63012932.



THE LAND REFERRED TO IN THIS LAND TITLE GUARANTEE COMPANY COMMITMENT DATED JUNE 6, 2018 IS LOCATED IN THE COUNTY OF GARFIELD, STATE OF COLORADO, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
LOTS 95 AND 96, CARDIFF GLEN P.U.D., FILING ONE ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1999 AS RECEPTION NO. 547815.
EXCEPTING LOT 98, CARDIFF GLEN P.U.D, FILING THREE ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 2002 AT RECEPTION NO. 602820 AND DECLARATION RECORDED JUNE 24, 1999 IN BOOK 1136 AT PAGE 853,
CITY OF GLENWOOD SPRINGS,
COUNTY OF GARFIELD,
STATE OF COLORADO.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING EXCEPTIONS PER SAID TITLE COMMITMENT NO ABS63012932

8. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 10, 1892, IN BOOK 12 AT PAGE 14 AND RECORDED JULY 29, 1895 IN BOOK 12 AT PAGE 372. (Could affect subject property – can not be graphically shown)

9. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 10, 1892, IN BOOK 12 AT PAGE
14.(Could affect subject property – can not be graphically shown)

10. TERMS, CONDITIONS, PROVISIONS, RESTRICTIONS, EASEMENTS AND RIGHTS OF WAY AS CONTAINED IN AVIATION AND HAZARD EASEMENT RECORDED JUNE 24, 1999 IN BOOK 1136 AT PAGE 848. (Could affect subject property – can not be graphically shown)

11. EASEMENTS, RIGHTS OF WAY AND OTHER MATTERS AS FOUND ON THE CARDIFF GLEN PLAT RECORDED JUNE 24, 1999 AS RECEPTION NO. 547812 AND THE CARDIFF GLEN FILING THREE PLAT RECORDED MAY 6, 2002 AT RECEPTION NO. 602820. (As shown hereon)

12. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, AS CONTAINED IN INSTRUMENT RECORDED JUNE 24, 1999 IN BOOK 1136 AT PAGE 85y AND FIRST AMENDMENT RECORDED OCTOBER 25, 2000 IN BOOK 1214 AT PAGE 32z AND SECOND AMENDMENT RECORDED APRIL 6, 2001 IN BOOK 1244 AT PAGE 23. AND DECLARATION RECORDED OCTOBER 25, 2000 IN BOOK 1214 AT PAGE 33. AND FIRST AMENDMENT TO DECLARATION RECORDED APRIL 6, 2001 IN BOOK 1244 AT PAGE 249, THIRD AMENDMENT RECORDED MAY 6, 2002 IN BOOK 1352 AT PAGE 527, FOURTH AMENDMENT RECORDED NOVEMBER 17, 2003 IN BOOK 1539 AT PAGE 355. (Could affect subject property – nothing to show)

13. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 22, 2005, IN BOOK 1672 AT PAGE 25. AND AMENDMENT RECORDED MARCH 11, 2008 AT RECEPTION NO. 744368. (Could affect subject property – nothing to show)

14. TERMS, CONDITIONS, AND PROVISIONS OF SUBDIVIDER'S AGREEMENT AS CONTAINED IN INSTRUMENT RECORDED JUNE 24, 1999, IN BOOK 1136 AT PAGE 905, FIRST AMENDMENT RECORDED APRIL 6, 2001 IN BOOK 1243 AT PAGE 502 AND AS AMENDED DECEMBER 4, 2003 AT RECEPTION NO. 642205 AND AS AMENDED APRIL 20, 2004 AT RECEPTION NO. 65050. AND AS AMENDED AUGUST 3, 2004 AT RECEPTION NO. 657172 AND AS AMENDED SEPTEMBER 22, 2005 IN BOOK 1723 AT PAGE 412 AND AS AMENDED FEBRUARY 3, 2017 AT RECEPTION NO. 888526. (Could affect subject property – can not be graphically shown)

15. TERMS, CONDITIONS AND PROVISIONS OF WATER FACILITIES EASEMENT RECORDED JUNE 24, 1999 IN BOOK 1136 AT PAGE 825 AND COST SHARING AGREEMENT RECORDED SEPTEMBER 8, 1999 IN BOOK 1149 AT PAGE 529. (Offisite property – nothing to show)

16. TERMS, CONDITIONS AND PROVISIONS OF UTILITY EASEMENT AGREEMENT RECORDED JUNE 24, 1999 IN BOOK 1136 AT PAGE 837. (Offisite property – nothing to show)

17. TERMS, CONDITIONS AND PROVISIONS OF COST SHARING AGREEMENT RECORDED SEPTEMBER 09, 1999 IN BOOK 1149 AT PAGE 529. (Could affect subject property – nothing to show)

18. TERMS, CONDITIONS AND PROVISIONS OF NON–EXCLUSIVE UTILITY EASEMENT RECORDED OCTOBER 30, 2000 IN BOOK 1214 AT PAGE 794. (Offisite property – nothing to show)

19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN JOINT USE AND COST SHARING AGREEMENT RECORDED APRIL 20, 2004 UNDER RECEPTION NO. 650495 AND FIRST AMENDMENT RECORDED DECEMBER 22, 2016 AT RECEPTION NO. 886890. (Could affect subject property – can not be graphically shown)

20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED RECORDED AUGUST 28, 2014 UNDER RECEPTION NO. 853036. (As shown hereon)

NORTH

GRAPHIC SCALE

30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

Legend

- = Found Rebar and Aluminum cap 15710
- = Concrete
- = Hydrant
- = Gas Marker
- = Post
- = Sewer Sanitary Manhole
- = Electric Manhole
- = Fence
- = Telephone Pedestal
- = Cable Pedestal
- = Electric Transformer
- = Water Valve
- = Lamp Post
- = Television Pedestal
- = Cleanout

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	65.97'	42.00'	42.00'	59.40'	S 14°54'00" W	90°00'00"
C2	19.66'	42.00'	10.01'	19.48'	S 46°29'43" W	33°11'5"
C3	24.32'	42.00'	12.51'	23.99'	S 16°29'45" W	326°48'58"
C4	22.00'	42.00'	11.26'	21.75'	S 15°5'58" E	329°59'35"

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

Divide Creek Surveyors Inc

SURVEYOR'S CERTIFICATE

I, DAVID C. NICHOLSON, HEREBY CERTIFY TO CARDIFF 96, LLC, A COLORADO LIMITED LIABILITY COMPANY AND LAND TITLE GUARANTEE COMPANY THAT THIS IS AN "IMPROVEMENT SURVEY PLAT" AS DEFINED BY C.R.S. 38–51–102(9) AND THAT IT IS A MONUMENTED LAND SURVEY SHOWING THE LOCATION OF ALL STRUCTURES, VISIBLE UTILITIES, FENCES, HEDGES, OR WALLS SITUATED ON THE DESCRIBED PARCEL AND WITHIN FIVE FEET OF ALL BOUNDARIES OF SUCH PARCEL, ANY CONFLICTING BOUNDARY EVIDENCE OR VISIBLE ENCROACHMENTS AND ALL EASEMENTS, UNDERGROUND UTILITIES AND TUNNELS DESCRIBED I THE LAND TITLE– BASALT COMMITMENT FOR TITLE INSURANCE CASE NO. ABS63012932 OR OTHER SOURCES AS SPECIFIED ON THE IMPROVEMENT SURVEY.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 34585 8-1-18 PROFESSIONAL LAND SURVEYOR

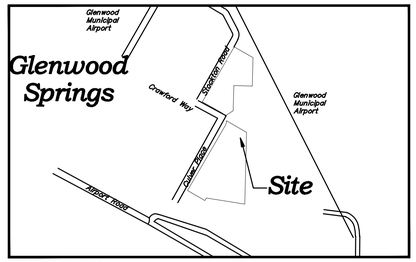
DAVID C. NICHOLSON *L.S. #34585*

DIVIDE CREEK SURVEYORS INC. DAVID C. NICHOLSON Professional Land Surveyor L.S. 34585 0029 Colorado River Road New Castle, Colorado (970)355-9306	IMPROVEMENT SURVEY PLAT FOR PARCELS 95, AND 96, IN CARDIFF GLEN P.U.D., Section 31, Township 7 South, Range 87 West of the 6TH Principal Meridian, Garfield County, State of Colorado
DATE: 07/31/2018	PROJ: 07/31/18 ISP SS1

Amended Plat of Cardiff Glen P.U.D. Filing No. 8
Resubdivision of Lot 95
Preliminary Plat of
SOLSTICE NEIGHBORHOOD AND SPIRIT MOUNTAIN PARK

A parcel of land situated in the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 6 South, Range 89 West of the 6th P.M., County of Garfield, State of Colorado

The purpose of this Plat is to subdivide Lot 95 into two parcels and to establish building areas and easements on Lots 95 and 96.



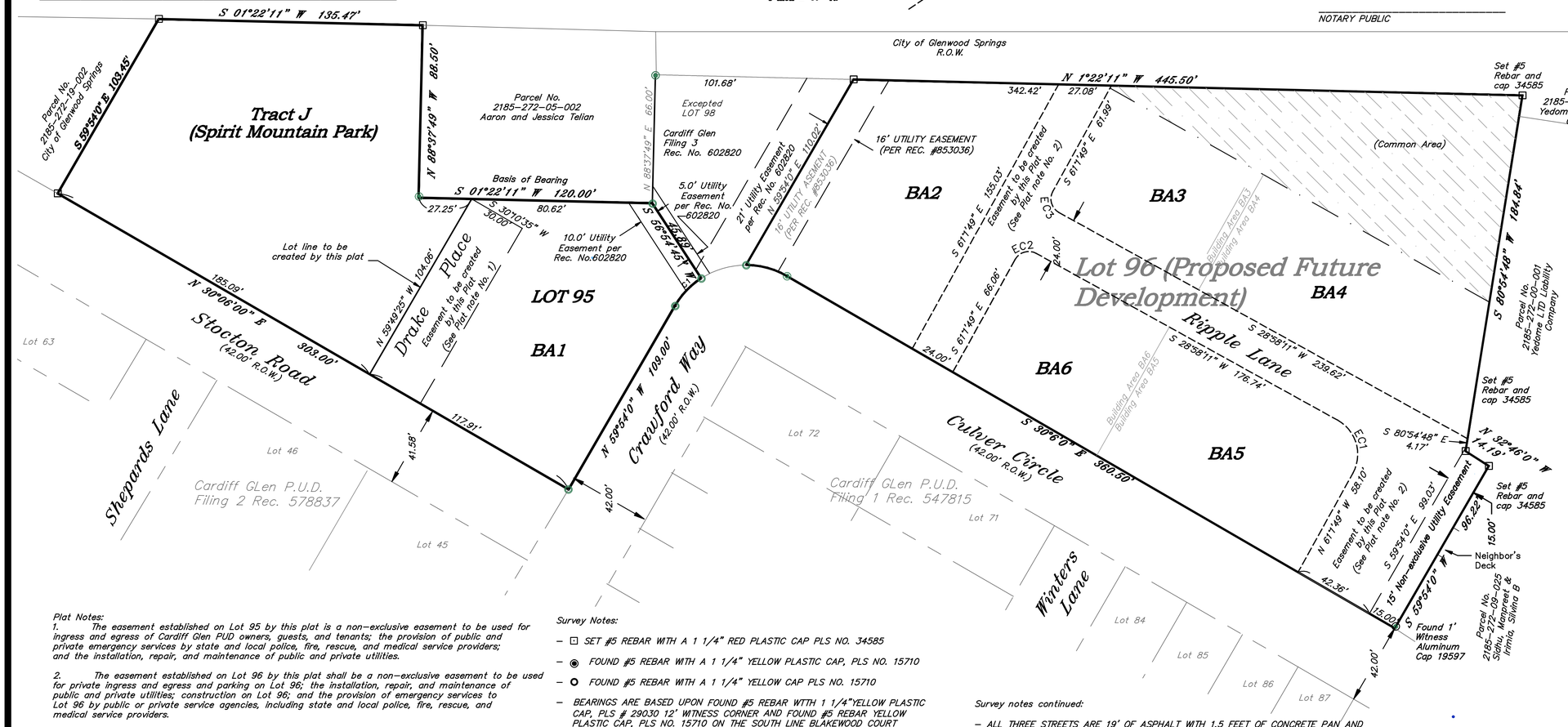
VICINITY MAP
Not to Scale

Building Area with number of Dwelling Units	Building area square feet
BA1 (Future Development) Four (4)	4,036 sq. ft.
BA2 (Future Development) Five (5)	3,633 sq. ft.
BA3 (Future Development) Four (4)	2,905 sq. ft.
BA4 (Future Development) Six (6)	4,361 sq. ft.
BA5 (Future Development) Six (6)	4,361 sq. ft.
BA6 (Future Development) Four (4)	2,905 sq. ft.
Total 29	

LOT 96 EASEMENT CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHD BRG	DELTA
EC1	20.00'	31.42'	20.00	28.28'	N 73°58'11" E	90°0'0"
EC2	8.00'	12.57'	8.00	11.31'	N 16°1'49" W	90°0'0"
EC3	8.00'	12.57'	8.00	11.31'	S 73°58'11" W	90°0'0"

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

Parcel No. 2185-271-00-051Aaron and Source Gas Distribution LLC



Plat Notes:

1. The easement established on Lot 95 by this plat is a non-exclusive easement to be used for ingress and egress of Cardiff Glen PUD owners, guests, and tenants; the provision of public and private emergency services by state and local police, fire, rescue, and medical service providers; and the installation, repair, and maintenance of public and private utilities.

2. The easement established on Lot 96 by this plat shall be a non-exclusive easement to be used for private ingress and egress and parking on Lot 96; the installation, repair, and maintenance of public and private utilities; construction on Lot 96; and the provision of emergency services to Lot 96 by public or private service agencies, including state and local police, fire, rescue, and medical service providers.

3. The Building Areas (denoted with "BA") depicted on this plat identify building envelopes within which townhome units may be constructed. Upon the completion of construction of any such structure, each building area may be subdivided or condominiumized. In addition, the subdivision or condominium plat for each building area may declare and create general common elements and limited common elements appurtenant to a particular lot or unit, as applicable, subject to any easements established by this plat, separate documents, or otherwise. General common elements will be dedicated to the Solstice Townhome Association for used in accordance with the Declaration for Solstice Townhomes.

Survey Notes:

- ⊡ SET #5 REBAR WITH A 1 1/4" RED PLASTIC CAP PLS NO. 34585
- ◉ FOUND #5 REBAR WITH A 1 1/4" YELLOW PLASTIC CAP, PLS NO. 15710
- ○ FOUND #5 REBAR WITH A 1 1/4" YELLOW CAP PLS NO. 15710
- BEARINGS ARE BASED UPON FOUND #5 REBAR WTTH 1 1/4"YELLOW PLASTIC CAP, PLS # 29030 12' WITNESS CORNER AND FOUND #5 REBAR YELLOW PLASTIC CAP, PLS NO. 15710 ON THE SOUTH LINE BLAKEWOOD COURT SUBDIVISION LOT 1 RECORDED AT RECEPTION NO. 429609, USING A BEARING OF N 88°36'00"E BETWEEN THE TWO DESCRIBED MONUMENTS AS SHOWN HEREON.
- THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAYS AND AVIGATION EASEMENT OR OTHER RESTRICTIONS AS NOTED ON LAND TITLE COMMITMENT NO ABS63012932 DATED JUNE 6, 2018.
- NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

Survey notes continued:

- ALL THREE STREETS ARE 19' OF ASPHALT WITH 1.5 FEET OF CONCRETE PAN AND FLOWLINE TO FACE OF CURB ON THE BOTH SIDES OF THE STREET. 22' OF DRIVABLE ROAD PLATFORM, FACE OF CURB TO FACE OF CURB. THESE ARE NOT ROLL OVER CURBS. THEY ARE STAND-UP CURBS. TYPICAL CARDIFF GLEN COLLECTOR STREET. FACE OF CURB TO A 1.5' ASPHALT 19' A TO FACE OF CURB 1.5' TOTAL DRIVABLE SURFACE I IS = 22'. AFFECTS STOCKTON ROAD, CRAWFORD ROAD AND CULVER Circle.
- THIS PROPERTY MAY BE SUBJECT TO A 5.0 FOOT COLORADO DEPARTMENT OF HIGHWAYS RIGHT-OF-WAY EASEMENT ALONG THE WESTERLY PROPERTY LINE. NO INFORMATION WAS MADE AVAILABLE BY THE CLIENT.
- WITNESS CORNER REFERENCED FROM RECEPTION NO. 429609
- BASE FLOOD ELEVATION LINE WAS TAKEN FROM FEMA MAP PANEL 1453 OF 1900, NO. 080205 1453 B, EFFECTIVE DATE JANUARY 03, 1986.

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW BY ALL MEN BY THESE PRESENTS THAT CARDIFF 96 LLC, BEING THE SOLE OWNER IN FEE SIMPLE OF ALL THAT REAL PROPERTY BEING DESCRIBED AS FOLLOWS: LOT 96, CARDIFF GLEN P.U.D., ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1999 AS RECEPTION NO. 547815. COUNTY OF GARFIELD, STATE OF COLORADO ALSO DESCRIBED AS FOLLOWS;
LOT 95, CARDIFF GLEN P.U.D., BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF SAID LOT 95; THENCE N 30°06'00" E ALONG THE NORTHWESTERLY LINE OF SAID LOT 95, A DISTANCE OF 303.00 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID LOT 95;; THENCE S 59°54'0" E, A DISTANCE OF 103.45 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID LOT 95; THENCE S 01°22'11" W, A DISTANCE OF 135.47 FEET TO AN ANGLE POINT; THENCE N 88°37'49" W, A DISTANCE OF 88.50 FEET TO AN ANGLE POINT; THENCE S 01°22'11" W, A DISTANCE OF 120.00 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID LOT 95; THENCE S 56°54'45" W ALONG THE SOUTHEASTERLY LINE OF SAID LOT 95 A DISTANCE OF 45.89 FEET TO THE A POINT ON THE NORTHERLY RIGHT OF WAY OF CRAWFORD WAY; THENCE ALONG THE SAID NORTHERLY RIGHT OF WAY FOR THE FOLLOWING TWO (2) COURSES;
1. THENCE ALONG A CURVE TO THE LEFT HAVING A WITH A RADIUS OF 42.00 FEET, AN ARC LENGTH OF 19.66 FEET, WITH A TANGENT OF 10.01 FEET, CHORD WHICH BEARS S 46°29'43" W, A DISTANCE OF 19.48 FEET AND A DELTA ANGLE OF 333°11'05".
2. THENCE N 59°54'0" W, 109.00 FEET TO THE POINT OF BEGINNING, CONTAINING 39,398 SQ. FT, 0.904 ACRES MORE OR LESS;
HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED INTO LOTS AS SHOWN HEREON AND DESIGNATE THE SAME AS AMENDED PLAT OF CARDIFF GLEN P.U.D. FILING NO. 8 RESUBDIVISION OF LOT 95 AND LOT 96 PRELIMINARY PLAT OF SOLSTICE NEIGHBORHOOD AND SPIRIT MOUNTAIN PARK IN THE CITY OF GLENWOOD SPRINGS, COUNTY OF GARFIELD. COLORADO, AND DO HEREBY GRANT TO THE CITY OF GLENWOOD SPRINGS, COUNTY OF GARFIELD, COLORADO, FOR PUBLIC USE THE STREETS SHOWN HEREON INCLUDING AVENUE, DRIVES, COURTS, PLACES AND ALLEYS; THE PUBLIC LANDS SHOWN HEREON FOR THEIR INCIDICATED PUBLIC USE, AND THE UTILITY AND DRAINAGE EASEMENTS SHOWN HEREON FOR UTILITY AND DRAINAGE PURPOSES ONLY; AND SO FURTHER STATE THAT THIS SUBDIVISION SHALL BE SUBJECT TO THE PROTECTIVE COVENANTS FILED AND RECORDED FOR THIS SUBDIVISION IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO AS RECEPTION NO. _____, AND SUBJECT TO THE SUBDIVISION AGREEMENT FILED AND RECORDED FOR THIS SUBDIVISION IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO AS RECEPTION NO. _____

EXECUTED THIS _____DAY OF _____, A.D. 20___.

OWNER_____

STATE OF COLORADO _____
COUNTY OF _____

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 20___, BY _____.

MY COMMISSION EXPIRES_____
WITNESS MY HAND AND SEAL

_____
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, JEFFREY ALLEN TUTTLE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE AMENDED PLAT OF CARD GLEN P.U.D. FILING NO. 8 RESUBDIVISION OF LOT 95 AND LOT 96 PRELIMINARY PL OF SOLSTICE NEIGHBORHOOD AND SPIRIT MOUNTAIN PARK IN THE CITY OF GLENWO SPRINGS, COUNTY OF GARFIELD. COLORADO, AS LAID OUT, PLATTED, AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS EASEMENTS AND STREETS OF SAID SUBDIVISOIN AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH THE CITY OF GLENWOOD SPRINGS REGULATION GOVERNING THE SUBDIVISION OF LAN

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS ___ DAY OF _____, A.D. 2018.

_____
REGISTERED LAND SURVEYOR

CITY COUNCIL CERTIFICATE:

THE PLAT WAS APPROVED BY THE CITY COUNCIL OF GLENWOOD SPRINGS, GARFIELD COUNTY, COLORADO THIS _____ DAY OF _____, A.D. 20___, FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY AND FOR CONVEYANCE TO THE CITY THE PUBLIC DEDICATIONS SHOWN HEREON SUBJECT TO THE PROVISION THAT THE APPROVAL IN NO WAY OBLIGATES THE CITY OF GLENWOOD SPRINGS FOR FINANCING OR CONSTUCTION OF IMPROVEMENTS ON LAND, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE CITY COUNCIL IN THE SUBDIVISION AGREEMENT.

_____
MAYOR
WITNESS MY HAND AND THE SEAL OF THE CITY OF GLENWOOD SPRINGS.

ATTEST:

_____
CITY CLERK

CLERK AND RECORDER'S CERTIFICATE:

THIS PLAT WAS FILED FOR RECORDING IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY AT _____ OCLOCK, ___.M. AS RECEPTION NO. _____.

CLERK AND RECORDER

BY: _____
DEPUTY

PP1

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

TUTTLE SURVEYING SERVICES
727 Blake Avenue
Glenwood Springs, Colorado 81601
(970) 928-9708 (FAX 947-9007)
Email- jeff@tss-us.com

TUTTLE SURVEYING SERVICES

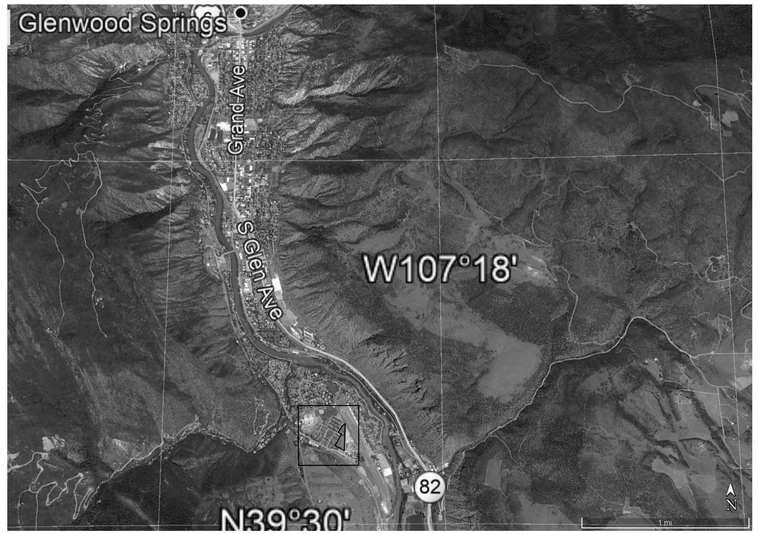
SOLSTICE NEIGHBORHOOD AND SPIRIT MOUNTAIN PARK

Property Owner:
CARDIFF96 L.L.C.
ABDI PIRZAHEH-MANAGER
0110 SPUR DRIVE
GLENWOOD SPRINGS, CO
81601

Parcel 95 and Parcel 96 Glenwood Spgs, CO 81615

Drawn by: DMC
Date: 11/09/2018
Z:\2018\Cardiff\Spiritmtn\95 96Plat.dwg

1 / OF 1

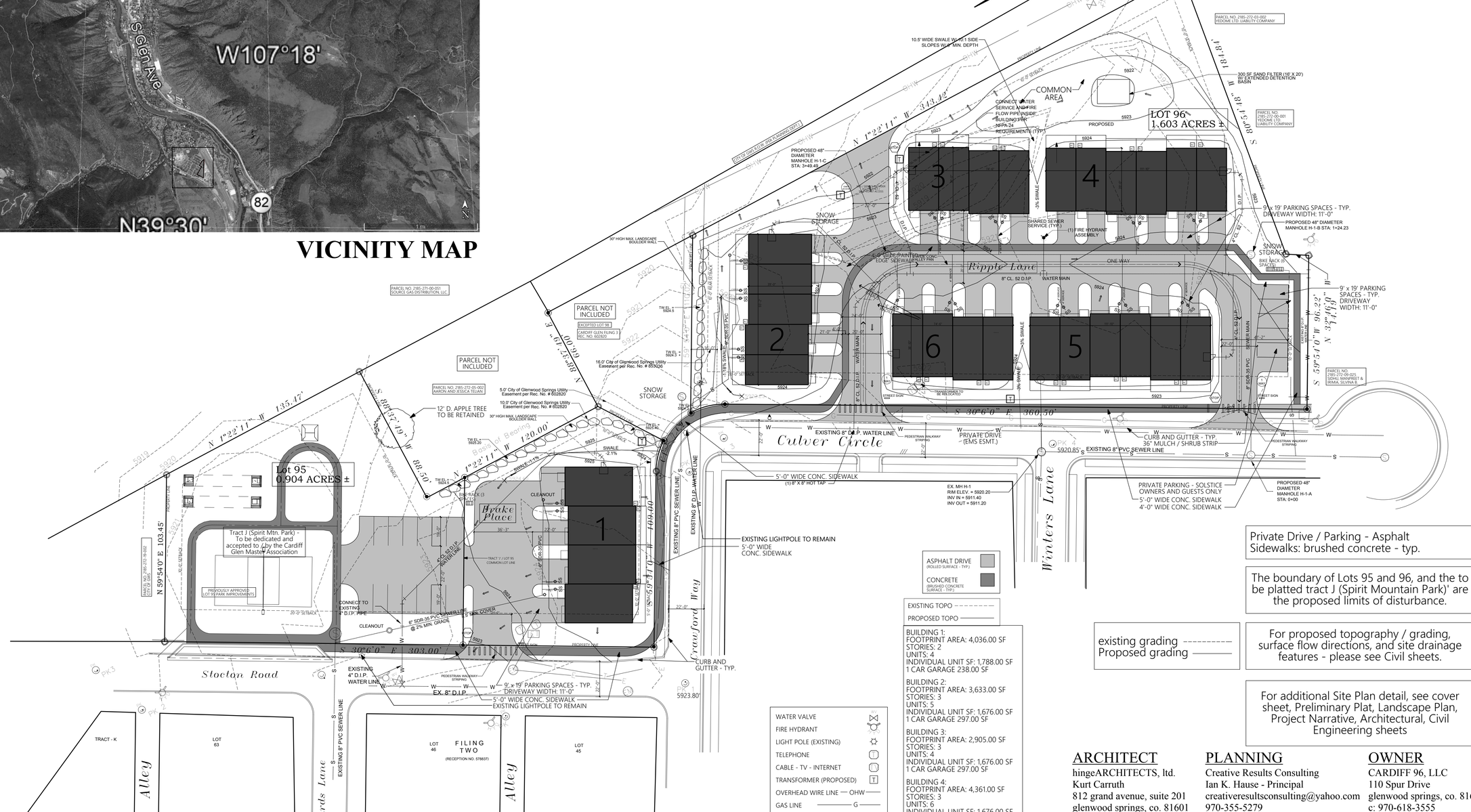


VICINITY MAP

CARDIFF GLEN P.U.D.
ZONING STANDARDS R/3-PUD
Multi-Family Residential Setbacks

20'-0" front yard
10'-0" rear yard
10'-0" side yard
15'-0" street side

*Site Design based upon approved exhibits to the 6th Amendment to the Subdivision Improvements Agreement and Ordinance 20 duly processed by the City of GWS.
* Setback Amendment requested to reference zoning standards to 10'-0" 'front yard' on all applicable buildings to accomodate second floor outdoor living.



ASPHALT DRIVE (ROLLED SURFACE - TYP.)
CONCRETE (BRUSHED CONCRETE SURFACE - TYP.)

EXISTING TOPO
PROPOSED TOPO

BUILDING 1:
FOOTPRINT AREA: 4,036.00 SF
STORIES: 2
UNITS: 4
INDIVIDUAL UNIT SF: 1,788.00 SF
1 CAR GARAGE 238.00 SF

BUILDING 2:
FOOTPRINT AREA: 3,633.00 SF
STORIES: 3
UNITS: 5
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

BUILDING 3:
FOOTPRINT AREA: 2,905.00 SF
STORIES: 3
UNITS: 4
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

BUILDING 4:
FOOTPRINT AREA: 4,361.00 SF
STORIES: 3
UNITS: 6
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

BUILDING 5:
FOOTPRINT AREA: 4,361.00 SF
STORIES: 3
UNITS: 6
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

BUILDING 6:
FOOTPRINT AREA: 2,905.00 SF
STORIES: 3
UNITS: 4
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

WATER VALVE
FIRE HYDRANT
LIGHT POLE (EXISTING)
TELEPHONE
CABLE - TV - INTERNET
TRANSFORMER (PROPOSED)
OVERHEAD WIRE LINE — OHW
GAS LINE — G
WATER LINE — W
ELECTRIC LINE — E
TELEPHONE LINE — T
ELEC. TRANSFORMER
ELECTRIC VAULT
STOP SIGN
EMERGENCY ACCESS
ONE WAY
STREET SIGN

existing grading
Proposed grading

Private Drive / Parking - Asphalt
Sidewalks: brushed concrete - typ.

The boundary of Lots 95 and 96, and the to be platted tract J (Spirit Mountain Park)' are the proposed limits of disturbance.

For proposed topography / grading, surface flow directions, and site drainage features - please see Civil sheets.

For additional Site Plan detail, see cover sheet, Preliminary Plat, Landscape Plan, Project Narrative, Architectural, Civil Engineering sheets

CONSTRUCTION PHASING PLAN

PHASE 1:
SPIRIT MTN. PARK, GRAND RIVER PARK, SOLSTICE TOWNHOMES - GRADING AND INFRASTRUCTURE
PHASE 2 : BLDGS. 1 & 2
PHASE 3: BLDGS. 3 & 6
PHASE 4: BLDGS 4 & 5
*EACH PHASE INCLUDES APPLICABLE LANDSCAPE PLAN

* LIMIT OF DISTURBANCE FOR LOT 95 AND LOT 96 IS THE PROPERTY BOUNDARY.

hinge ARCHITECTS
812 grand avenue, suite 201 gws, colorado 81601
p. 970.309.4432 e. kurt@hinge-architects.com
www.hinge-architects.com

STATE OF COLORADO
KURT L. CARRUTH
41040
LICENSED ARCHITECT

Solstice Townhomes

Cardiff Glen Filing #8, Lots 95 & 96 Cardiff Glen PUD
Glenwood Springs, CO. 81615

DRAWING	ISSUE
Development Plan Review set	10-22-18
Development Plan Review Updates	11-02-18
Development Plan Review Updates	11-12-18

Project designed and drawn to adhere to the 2015 IRC.

ARCHITECT
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970-355-5279

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e: abh68@gmail.com

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mike@coloradostructural.com

CIVIL
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Hans Brucker, PE
805 Buck Point Road
Carbondale, Co 81623
970-618-4427 cell
970-963-2170 office

CONTRACTOR
TBD

SURVEYOR
Dave Nicholson
Divide Creek Surveyors, Inc.
(970) 355-9306

SITE PLAN
SP1
1" = 30'-0"

SITE SURVEY OF:

FOR LOTS 95 AND 96 CARDIFF GLEN P.U.D.,
EXISTING CONDITIONS AND DEMOLITION MAP

SITUATED IN A PORTION OF THE NE 1/4, OF THE NW 1/4 OF SECTION 27,
TOWNSHIP 6 SOUTH RANGE 89 WEST OF THE 6TH P.M.,
COUNTY OF GARFIELD, STATE OF COLORADO

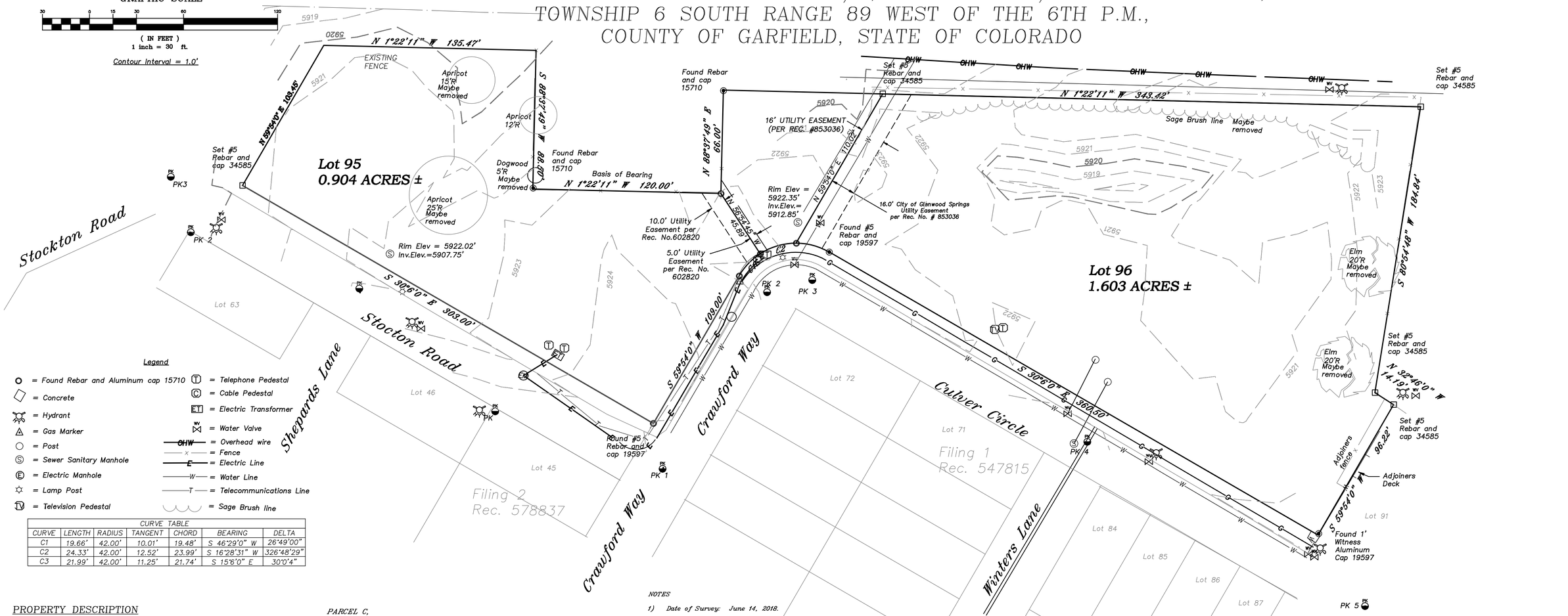
NORTH

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

Contour Interval = 1.0'



Legend

- = Found Rebar and Aluminum cap 15710
- = Concrete
- = Hydrant
- = Gas Marker
- = Post
- = Sewer Sanitary Manhole
- = Electric Manhole
- = Lamp Post
- = Television Pedestal
- = Telephone Pedestal
- = Cable Pedestal
- = Electric Transformer
- = Water Valve
- = Overhead wire
- = Fence
- = Electric Line
- = Water Line
- = Telecommunications Line
- = Sage Brush line

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	19.66'	42.00'	10.01'	19.48'	S 46°29'0" W	26°49'00"
C2	24.33'	42.00'	12.52'	23.99'	S 16°28'31" W	326°48'29"
C3	21.99'	42.00'	11.25'	21.74'	S 15°6'0" E	30°0'4"

PROPERTY DESCRIPTION

PARCEL B,

BEGINNING AT A POINT WHICH IS THE NORTHWESTERLY CORNER OF PARCEL B, SITUATED IN THE NE1/4 OF THE NW1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6th P.M., WHENCE THE NORTHERLY CORNER OF SAID CARDIFF GLEN P.U.D. BEARS N 17°16'35" W,589.63 FEET AND THE WITNESS CORNER TO THE N 1/4 CORNER TO SECTION 27 TOWNSHIP 6, SOUTH, RANGE 89 WEST OF THE 6TH P.M., BEARS N 14°18'29" W 449.78 FEET;
THENCE S 59°54'00" E 103.45 FEET;
THENCE S 01°22'11" W 135.47 FEET;
THENCE N 88°37'49" W 88.50 FEET;
THENCE S 01°22'11" W 120.00 FEET;
THENCE S 56°54'45" W 45.89 FEET;
THENCE NORTHERLY 19.66 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 42.00 FEET,A DELTA OF 26°49'00" AND A CHORD BEARING N 46°29'00" W 19.48 FEET;
THENCE N 59°54'00" W 109.00 FEET;
THENCE N 30°06'00" E 303.00 FEET; TO THE POINT OF BEGINNING.

PARCEL B AS DESCRIBED ABOVE CONTAINS 0.904 ACRES MORE OR LESS.

COUNTY OF GARFIELD
STATE OF COLORADO

PARCEL C,

BEGINNING AT A POINT WHICH IS THE NORTHWESTERLY CORNER OF PARCEL C, SITUATED IN THE NE1/4 OF THE NW1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6th P.M., WHENCE THE NORTHERLY CORNER OF SAID CARDIFF GLEN P.U.D. BEARS N 08°35'21" W, 926.64 FEET AND THE WITNESS CORNER TO THE N 1/4 CORNER TO SECTION 27 TOWNSHIP 6, SOUTH, RANGE 89 WEST OF THE 6TH P.M., BEARS N 05°23'18" W 792.55 FEET:
THENCE S 59°54'00" E 110.02 FEET;
THENCE S 01°22'11" W 343.32 FEET;
THENCE N 80°54'48" W 184.84 FEET;
THENCE S 32°46'00" W 14.19 FEET;
THENCE S 59°54'00" W 96.22 FEET;
THENCE N 30°06'00" E 360.50 FEET;
THENCE NORTHEASTERLY 21.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 42.00 FEET, A DELTA OF 30°00'00" AND A CHORD BEARING N 15°06'00" E 21.74 FEET; TO THE POINT OF BEGINNING.

PARCEL C AS DESCRIBED ABOVE CONTAINS 1.603 ACRES MORE OR LESS.

COUNTY OF GARFIELD
STATE OF COLORADO

NOTES

1) Date of Survey: June 14, 2018.

2) Date of Preparation: June 14,, 2018.

3) Basis of Bearing: A bearing of S 29°56'31" W Between the found Aluminum cap at the north west pc and the found 1' witness corner at the south west corner of property as shown.

4) Basis of Survey: Recorded improvement survey plat of parcels B, and C, Cardiff Glen P.U.D. by Vista Engineering provided by client. various documents of record, and the found corners as described.

5) This survey does not constitute a title search by Divide Creek Surveyors Inc., (DCSI) to determine ownership or easements of record. For all information regarding easements, rights of way and,/or title of record, (DCSI) relied upon the title commitment provided by Title Company of the rockies effective date: November 20, 2015 commitment No: #0905459-C and above said plats described in note 4, .

7) Utilities and road linework referanced Glenwood Springs GIS and Client documents.

8) Basis of elevation provided by client.

9) Existing utiltiy equiptment maybe relocated.

Note: This topography map complies with National Map Accuracy Standards for topographic maps. Where checked 90% of points should be within 1/2 the contour interval and well defined points should be plotted within 1/50" of their true position. Critical design should be based upon spot elevations, please contact Divide Creek Surveyors Inc for this spot elevation information.

SURVEYOR'S CERTIFICATE

I hereby state that this Site Map was prepared by DIVIDE CREEK SURVEYORS INC., (DCS) for CARDIFF 96, LLC, a Colorado limited liability company. I furthermore state that the improvements on the above described parcel on this date, June 22, 2018, except utility connections are entirely within the boundaries of the parcel except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted. I furthermore state that this property is subject to reservations, restrictions, covenants and easements of record or in place.

_____
DAVID C. NICHOLSON L.S. #34585

ECD1

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

Divide Creek Surveyors Inc

DIVIDE CREEK SURVEYORS INC.
DAVID C. NICHOLSON
Professional Land Surveyor
L.S. 34585
0029 Colorado River Road
New Castle, Colorado
(970)355-9306

SITE MAP
LOTS 95 AND 96, IN CARDIFF GLEN P.U.D.,
EXISTING CONDITIONS AND DEMOLITION MAP
SITUATED IN A PORTION OF THE NE 1/4, OF THE NW 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH RANGE 89 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO

DATE: 06/25/2018 | PROJ: 10/15/18 | Site Map

BUILDING 1:
FOOTPRINT AREA: 4,036.00 SF
STORIES: 2
UNITS: 4
INDIVIDUAL UNIT SF: 1,788.00 SF
1 CAR GARAGE 238.00 SF

BUILDING 2:
FOOTPRINT AREA: 3,633.00 SF
STORIES: 3
UNITS: 5
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

BUILDING 3:
FOOTPRINT AREA: 2,905.00 SF
STORIES: 3
UNITS: 4
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

BUILDING 4:
FOOTPRINT AREA: 4,361.00 SF
STORIES: 3
UNITS: 6
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

BUILDING 5:
FOOTPRINT AREA: 4,361.00 SF
STORIES: 3
UNITS: 6
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

BUILDING 6:
FOOTPRINT AREA: 2,905.00 SF
STORIES: 3
UNITS: 4
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

TYPICAL PRIVACY STRIP PLANTING LAYOUT

Existing Site Condition Notes

Existing and Proposed topography shown on grading plan.

There are no identified geological formations, water courses, or water bodies.

Existing and proposed utility locations and easement shown on utility plan.

Trash collection will be by unit and managed by STOA.

There are no proposed lightpoles - existing lightpoles are shown on existing conditions map.

Existing tree to be retained - noted on Landscape plan.

Cluster mailboxes may be located with existing CG mailboxes, per the GWS postmaster. Final location to be confirmed.

ABM - Autumn Blaze Maple
2"-3" CALIPER TYP.
26 quantity

BS - Blue Spruce
6'-10' HEIGHT TYP.
13 quantity

CN - Chrsothamnus Nauseous (shrub)
1- 3 GALLON TYP;
29 quantity

CM - Chamaebatiaria Milleform (shrub)
1- 3 GALLON TYP
29 quantity

RA - Ribes Aureum (shrub)
1- 3 GALLON TYP
29 quantity

Total Project sf:	
Lot 95 (not included):	15,450 sf
Lot 96:	69,816 sf
Total	85,266 sf
Building footprint sf:	
Lot 95 -	4,036 sf
Lot 96 -	18,165 sf
	22,201 sf
Impervious s.f. (driveway / sidewalks / individual unit patios)	
Lot 95 -	6,181 sf
Lot 96 -	22,307 sf
	28,488 sf

Open space:
85,266 - 22,201 - 28,488 = 34,577 sf

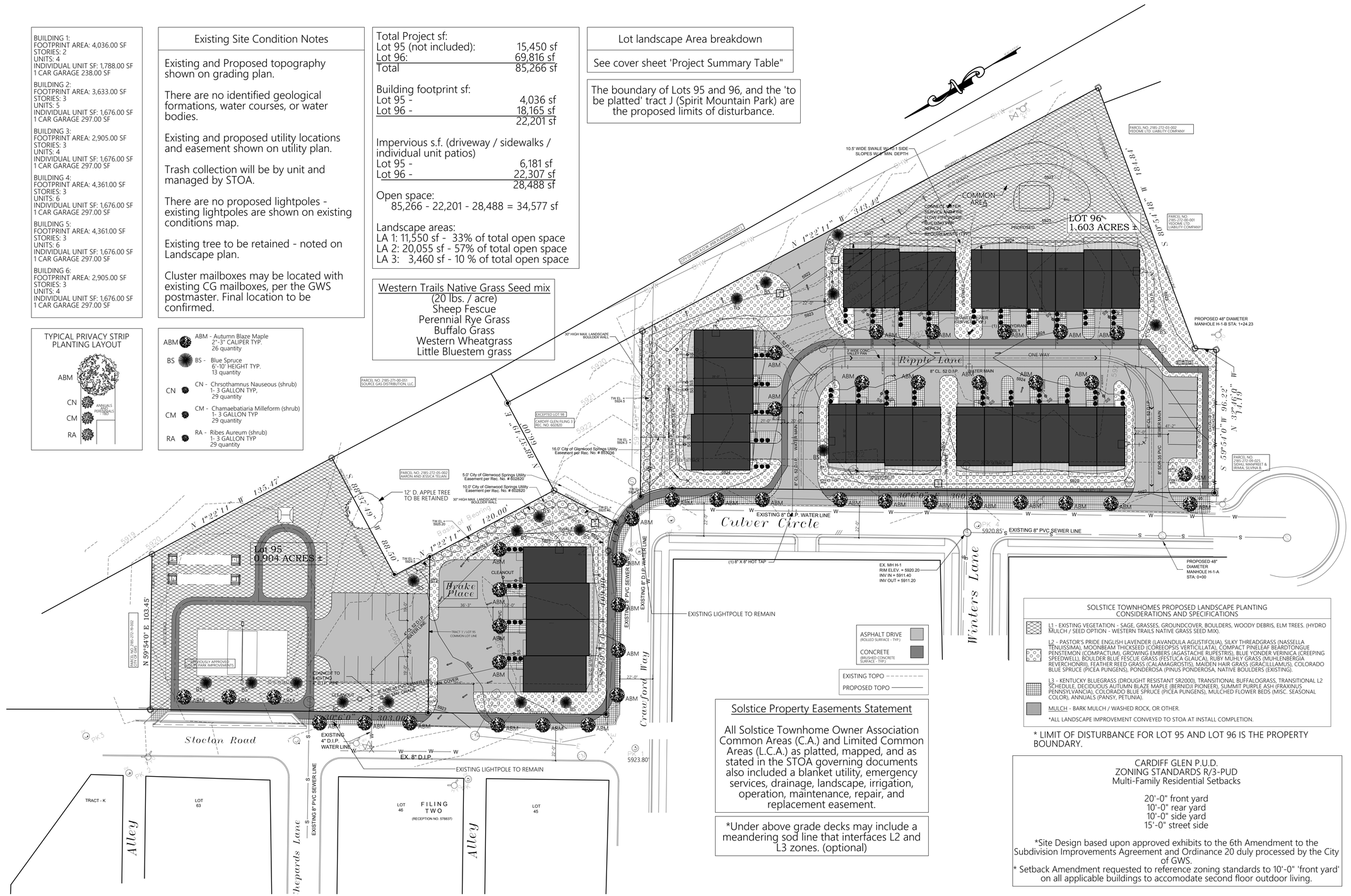
Landscape areas:
LA 1: 11,550 sf - 33% of total open space
LA 2: 20,055 sf - 57% of total open space
LA 3: 3,460 sf - 10 % of total open space

Western Trails Native Grass Seed mix
(20 lbs. / acre)
Sheep Fescue
Perennial Rye Grass
Buffalo Grass
Western Wheatgrass
Little Bluestem grass

Lot landscape Area breakdown

See cover sheet 'Project Summary Table"

The boundary of Lots 95 and 96, and the 'to be platted' tract J (Spirit Mountain Park) are the proposed limits of disturbance.


Lot 95
0.904 ACRES ±
LOT 96
1.603 ACRES ±
COMMON AREA
Ripple Lane
Brake Place
Culver Circle
Winters Lane
Crawford Way
Stocton Road
Alley
Alley
Shepards Lane
TRACT - K
LOT 63
LOT 46
FILING TWO
(RECEPTION NO. 578837)
LOT 45
PARCEL NO. 2185-272-03-002 VEDOME LTD. LIABILITY COMPANY
PARCEL NO. 2185-272-00-001 VEDOME LTD. LIABILITY COMPANY
PARCEL NO. 2185-272-09-005 SOHILI, MANPREET & IRMA, SILVINA B.
PARCEL NO. 2185-271-00-051 SOURCE GAS DISTRIBUTION, LLC.
PARCEL NO. 2185-272-05-002 AARON AND JESSICA TEIJAN
PARCEL NO. 2185-272-00-005 GWS
10.5' WIDE SWALE W/ 1:1 SIDE SLOPES W/ 1' MIN. DEPTH
50' HIGH MAX. LANDSCAPE BOULDER WALL
EXCEPTED LOT 95
CARDIFF GLEN FILING 3 REC. NO. 602820
16.0' City of Glenwood Springs Utility Easement per Rec. No. # 857626
5.0' City of Glenwood Springs Utility Easement per Rec. No. # 602820
10.0' City of Glenwood Springs Utility Easement per Rec. No. # 602820
12" D. APPLE TREE TO BE RETAINED
PROPOSED 48" DIAMETER MANHOLE H-1-B STA: 1+24.23
PROPOSED 48" DIAMETER MANHOLE H-1-A STA: 0+00
EX. MH H-1 RIM ELEV. = 5920.20 INV IN = 5911.40 INV OUT = 5911.20
(1) 8" X 8" HOT TAP
EXISTING 8" D.I.P. WATER LINE
EXISTING 8" PVC SEWER LINE
EXISTING LIGHTPOLE TO REMAIN
PROPOSED
EXISTING
4" D.I.P. WATER LINE
EX. 8" D.I.P.
CONNECT TO EXISTING 8" D.I.P. FIRE
8" SDR-35 PVC SEWER LINE
4" CL. 52 D.I.P. WATER LINE
CLEANOUT
CURB INLET
CURB COVER
PROPOSED SEWER SERVICE (TYP.)
PROPOSED WATER SERVICE (TYP.)
PROPOSED HYDRANT ASSEMBLY
CONCRETE SWALE
ASPHALT DRIVE (ROLLED SURFACE - TYP.)
CONCRETE (BRUSHED CONCRETE SURFACE - TYP.)
EXISTING TOPO
PROPOSED TOPO
ONE-WAY
PROPERTY LINE
EXISTING 8" PVC SEWER LINE
PROPOSED 8" D.I.P. WATER LINE
PROPOSED 8" PVC SEWER LINE
PROPOSED 4" CL. 52 D.I.P. WATER LINE
PROPOSED 8" SDR-35 PVC SEWER LINE
PROPOSED 4" D.I.P. FIRE
PROPOSED CURB INLET
PROPOSED CURB COVER
PROPOSED CLEANOUT
PROPOSED CONCRETE SWALE
PROPOSED ASPHALT DRIVE
PROPOSED CONCRETE
PROPOSED LIGHTPOLE TO REMAIN
EXISTING LIGHTPOLE TO REMAIN
PROPOSED WATER SERVICE (TYP.)
PROPOSED SEWER SERVICE (TYP.)
PROPOSED HYDRANT ASSEMBLY

L1 CHARACTER

L2 CHARACTER

L3 CHARACTER

SOLSTICE TOWNHOMES
COMMON AREA AND OPEN SPACE
LANDSCAPE AREA CONSIDERATIONS

LANDSCAPE AREA 1 – EXISTING VEGETATION (LA1) – LA1 IS PLANNED TO BE PRESERVERD AND PROTECTED WHEREVER POSSIBLE, PRACTICAL AND ATTRACTIVE. WE HAVE IDENTIFIED AND SURVEYED IN DESIRABLE SPECIES BASED ON THESE CRITERIA. THESE INCLUDE EXISTING DROUGHT TOLERANT GRASSES, GROUND COVERS, AND SAGEBRUSH.

LANDSCAPE AREA 2 – TRANSITIONAL LOCALSCAPE (LA2) – LA2 IS INTENDED TO BE TRANSITIONAL AS SOLSTICE FORMS FROM THE EXISTING HIGH DESERT VEGETATION TO PASSIVE OPEN SPACE AREAS. ON SITE BOULDERS AND LOW MAINTENANCE/DROUGHT TOLERANT PLANTINGS ARE PLANNED.

LANDSCAPE AREA 3 – FIRESAFE FORMALSCAPE (LA3)- LA3 IS INTENDED TO PROVIDE A RICH BLUEGRASS TURF WHICH WILL DEFINE THE MASTER AND LIMITED COMMON AREA ADJACENT TO DRAKE PLACE, RIPPLE LANE AND THE SOLSTICE TOWNHOMES. INTERWOVEN INTO LA3 WILL BE DECIDOUS AND EVERGREEN TREES, SHRUBS, PERRENIAL PLANINING BEDS, MULCH AND BOULDERS.

PROPOSED LANDSCAPE AREAS 1-3 IMAGES SCHEDULES AND SPECIFICATIONS FOLLOW.

PHILOSOPHY

SAVE, UTILIZE AND CREATE AN ENGAGING, ATTRACTIVE, HYDRO-CONSIDERATE AND SAFE NEIGHBORHOOD, LAND AND STREETSCAPE!

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Kurt Carruth
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STATE OF COLORADO
KURT L. CARRUTH
13040
LICENSED ARCHITECT

Solstice Townhomes

Cardiff Glen Filing #8, Lots 95 & 96 Cardiff Glen PUD
Glenwood Springs, CO. 81615

DRAWING	ISSUE
Development Plan Review set	10-22-18
Development Plan Review Updates	11-02-18
Development Plan Review Updates	11-12-18

Project designed and drawn to adhere to the 2015 IRC.

Landscape Criteria
L2
Scale: 1" = 30'-0"

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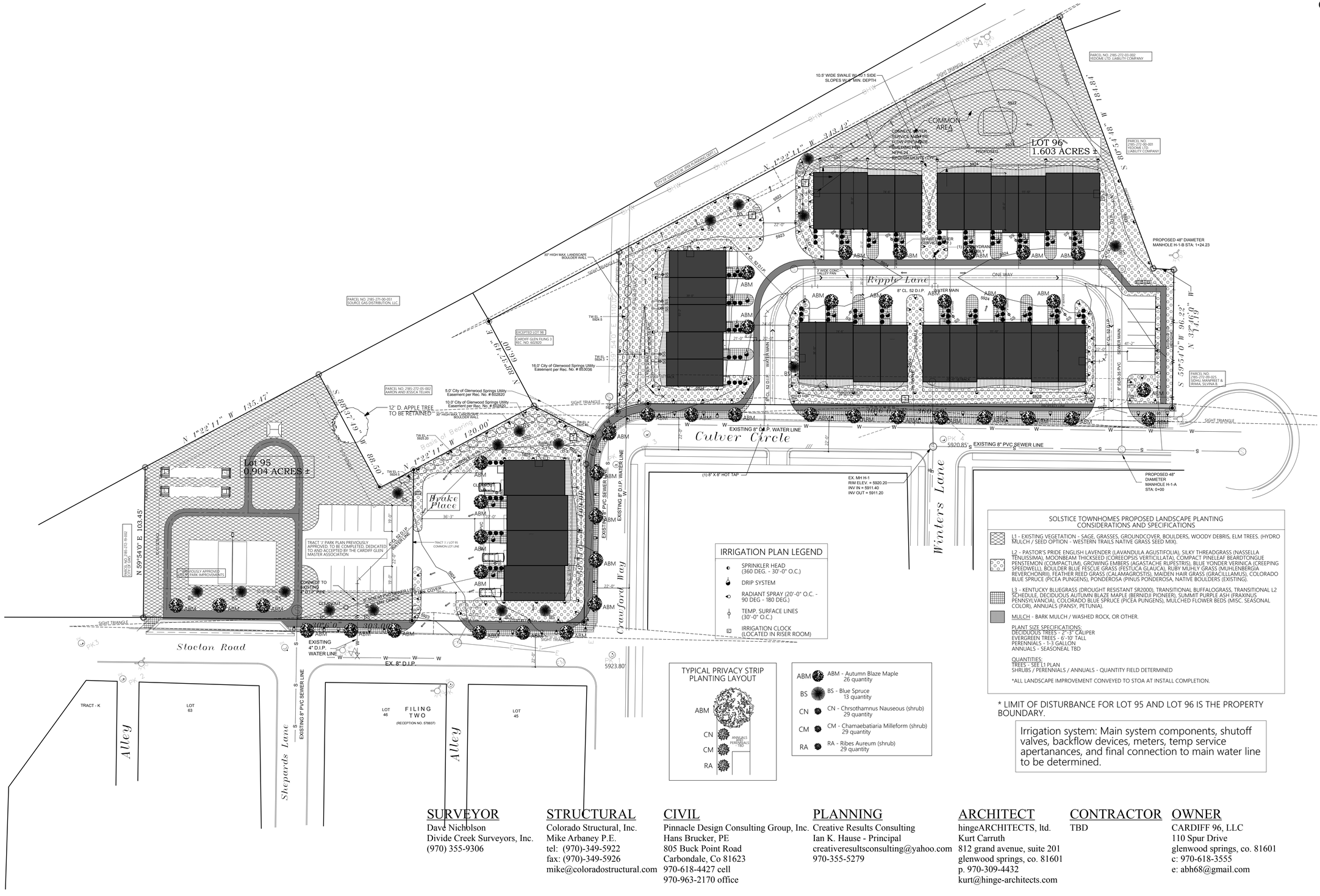

IRRIGATION PLAN LEGEND

- SPRINKLER HEAD (360 DEG. - 30'-0" O.C.)
- DRIP SYSTEM
- RADIANT SPRAY (20'-0" O.C. - 90 DEG - 180 DEG.)
- TEMP. SURFACE LINES (30'-0" O.C.)
- IRRIGATION CLOCK (LOCATED IN RISER ROOM)

TYPICAL PRIVACY STRIP PLANTING LAYOUT

- ABM - ABM - Autumn Blaze Maple 26 quantity
- BS - BS - Blue Spruce 13 quantity
- CN - CN - Chrsothamnus Nauseous (shrub) 29 quantity
- CM - CM - Chamaebatiaria Milleform (shrub) 29 quantity
- RA - RA - Ribes Aureum (shrub) 29 quantity

SOLSTICE TOWNHOMES PROPOSED LANDSCAPE PLANTING CONSIDERATIONS AND SPECIFICATIONS

L1 - EXISTING VEGETATION - SAGE, GRASSES, GROUNDCOVER, BOULDERS, WOODY DEBRIS, ELM TREES. (HYDRO MULCH / SEED OPTION - WESTERN TRAILS NATIVE GRASS SEED MIX).

L2 - PASTOR'S PRIDE ENGLISH LAVENDER (LAVANDULA AGUSTIFOLIA), SILKY THREADGRASS (NASSELLA TENUISSIMA), MOONBEAM THICKSEED (CORREOPSIS VERTICILLATA), COMPACT PINELEAF BEARDTONGUE PENSTEMON (COMPACTUM), GROWING EMBERS (AGASTACHE RUPESTRIS), BLUE YONDER VERINICA (CREEPING SPEEDWELL), BOULDER BLUE FESCUE GRASS (FESTUCA GLAUCA), RUBY MUHLY GRASS (MUHLENBERGIA REVERCHONII), FEATHER REED GRASS (CALAMAGROSTIS), MAIDEN HAIR GRASS (GRACILLAMUS), COLORADO BLUE SPRUCE (PICEA PUNGENS), PONDEROSA (PINUS PONDEROSA, NATIVE BOULDERS (EXISTING).

L3 - KENTUCKY BLUEGRASS (DROUGHT RESISTANT SR2000), TRANSITIONAL BUFFALOGRASS, TRANSITIONAL L2 SCHEDULE, DECIDUOUS AUTUMN BLAZE MAPLE (BERNIDJI PIONEER), SUMMIT PURPLE ASH (FRAXINUS PENNSYLVANCIA), COLORADO BLUE SPRUCE (PICEA PUNGENS), MULCHED FLOWER BEDS (MISC. SEASONAL COLOR), ANNUALS (PANSY, PETUNIA).

MULCH - BARK MULCH / WASHED ROCK, OR OTHER.

PLANT SIZE SPECIFICATIONS:
DECIDUOUS TREES - 2"-3" CALIPER
EVERGREEN TREES - 6'-10' TALL
PERENNIALS - 1-3 GALLON
ANNUALS - SEASONEAL TBD

QUANTITIES:
TREES - SEE L1 PLAN
SHRUBS / PERENNIALS / ANNUALS - QUANTITY FIELD DETERMINED

*ALL LANDSCAPE IMPROVEMENT CONVEYED TO STOA AT INSTALL COMPLETION.

* LIMIT OF DISTURBANCE FOR LOT 95 AND LOT 96 IS THE PROPERTY BOUNDARY.

Irrigation system: Main system components, shutoff valves, backflow devices, meters, temp service apertanances, and final connection to main water line to be determined.

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Irrigation Plan
L3
Scale: 1" = 30'-0"

G1.5.50

JUNO

Project:

Fixture Type:

Location:

Contact/Phone:

6" IC 900 LUMEN LED DOWNLIGHT NEW CONSTRUCTION

IC22LED (G4 09LM) RECESSED HOUSING

OPEN TRIMS

PRODUCT DESCRIPTION

Dedicated LED, Air-Loc® sealed new construction housing with integral light engine • Air-Loc® sealed to limit air infiltration rate to 0.10 CFM or less when covered with insulation • Fully sealed housing stops infiltration and exfiltration of air, reducing heating and air cooling costs without the use of additional gaskets • LED housing is designed to provide 50,000 hours of life and is compatible with many standard Juno trims • 5 year limited warranty on LED components.

ENVIRONMENTALLY FRIENDLY, ENERGY EFFICIENT

• No harmful ultraviolet or infrared wavelengths
• No lead or mercury
• Comparable light output to 75W PAR30 incandescent

PRODUCT SPECIFICATIONS

LED Light Engine LED array integrated to thermally conductive housing provides uninterrupted heat transfer to ensure long life of the LED • Replaceable light engine mounts directly to housing and incorporates the latest generation, high lumen output LED array • LEDs are binned within a 3-step MacAdam Ellipse to ensure color • Color temperature consistency from fixture to fixture color uniformity • 2700K, 3000K, 3500K, or 4000K color temperatures available • 90 CRI minimum.

Optical System Computer-optimized reflector design with high reflectance white finish coupled with a high transmission diffusing lens conceals the LEDs and produces uniform aperture luminance • Deep regression of lens produces a low glare, efficient system that produces 900 lumens typical with select trims •Wide flood distribution (>72°) dropped as standard with optional optic accessories available and sold separately.

Mounting Trim Selections Compatible with wide selection of existing Juno trims • Shallow housing design blends seamlessly into ceiling.

LED Driver Choice of dedicated 120 volt (120) driver or universal voltage (MVOLT) drivers that accommodate input voltages from 120-277 volts AC or 50/60Hz • Power factor ≥ 0.9 at 120V input • 120 volt only driver is dimmable with the use of most incandescent, magnetic low voltage and electronic low voltage wall box dimmers• Universal voltage drivers are dimmable with the use of most 0-10V wall box dimmers • For a list of compatible dimmers, see JUNO.COM/LED200 • Mounted between the j-box and housing for easy access and cool operation.

Life Rated for 50,000 hours at 70% lumen maintenance.

Labels ENERGY STAR® Certified when used with select baffle and cone trims • Certified to the high efficacy requirements of California T24 JA8-2016 with select trims • UL Listed for U.S. and Canada through-branch wiring, damp location trims • UL Listed for wet locations.

Testing All reports are based on published industry procedures; field performance may differ from laboratory performance.

Specifications subject to change without notice.

HOUSING FEATURES

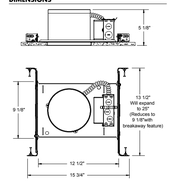
Housing Designed for use in IC (insulated ceiling) or non-IC construction • Aluminum housing sealed for Air-Loc® compliance • Housing is vertically adjustable to accommodate up to a 2" ceiling thickness.

Junction Box Pre-wired junction box provided with (5) 1/2" and (1) 3/4" knockouts, (4) knockouts for 12/2 or 14/2 NM cable and ground wire • UL listed and CSA certified for through-branch wiring • Maximum (6) #12 conductors per code • Junction box provided with removable access plate • Knockouts may be used with pryout slots • Quick connect electrical connectors supplied as standard for fast, secure installation.

Mounting Frame 22-gauge die-formed galvanized steel mounting frame • Rough-in section (junction box, mounting frame, housing and bar hangers) fully assembled for ease of installation.

Read Nail 2 Bar Hangers Telescoping Read Nail® 3 system permits quick placement of housing anywhere within 24" O.C. joists or suspended ceilings • Includes removable nail for repositioning of fixture in wood joist construction • Integral T-bar notch and clip for suspended ceilings • Design covered under US Patent 10,532,949.

DIMENSIONS



G1.5.50

6" IC 900 LUMEN LED DOWNLIGHT NEW CONSTRUCTION

IC22LED (G4 09LM) RECESSED HOUSING

OPEN TRIMS

PHOTOMETRICS

PHOTOMETRIC REPORT
Test Report#: PT221141018
Catalog No: IC2200-64 1P36 35K with 24 SPIRE Trim test installed wide flood optic
Luminaire Spacing Criteria: 1.16
Luminaire LPW: 91

CANDLEPOWER DISTRIBUTION (Candelas)

Degrees Vertical	0°
0	691
5	691
15	610
25	545
35	457
45	194
55	85
65	42
75	24
85	6
90	0

Multiplier: 276 -S10
288 -S15
408 -L04

AVERAGE INITIAL FOOTCANDLES
Multiple Units (Square Array, 60"x60" room)
Ceiling 80%, Wall 50%, Floor 20%

Spacing	BCI1	RCR3	RCR5
1.0'	65	58	49
1.5'	61	57	50
2.0'	56	53	48
2.5'	50	48	44
3.0'	45	43	41
3.5'	40	39	37
4.0'	36	35	34

ZONAL LUMEN SUMMARY

Zone	Lumens	%Lamp	%Fixture
0-30°	466	N/A	46.6
30-40°	165	N/A	16.5
40-60°	269	N/A	26.9
60-90°	100	N/A	10.0
0-90°	1002	N/A	100.0

INITIAL FOOTCANDLES
(One Unit, 11.25ft , 68.7° Beam)

Distance to Illuminated Plane (Feet)	Footcandles Beam Center	Beam Diameter
4	46.1	5.4
8	11.5	10.8
12	5.1	16.2
16	2.9	21.6
20	1.8	27.0

LUMINANCE (Average cd/in²)

Degrees	Average Luminance
45	1996
55	813
65	1612
75	1740
85	1620

PHOTOMETRIC REPORT
Test Report#: 170719
Catalog No: IC2200-64 1P06 35K with 24 SPIRE Trim test installed wide flood optic
Luminaire Spacing Criteria: 0.9
Luminaire LPW: 101

CANDLEPOWER DISTRIBUTION (Candelas)

Degrees Vertical	0°
0	1757
5	1661
15	821
25	644
35	468
45	255
55	70
65	14
75	6
85	0
90	0

Multiplier: 276 -S10
288 -S15
408 -L04

AVERAGE INITIAL FOOTCANDLES
Multiple Units (Square Array, 60"x60" room)
Ceiling 80%, Wall 50%, Floor 20%

Spacing	BCI1	RCR3	RCR5
1.0'	97	86	73
1.5'	91	85	74
2.0'	84	79	71
2.5'	75	72	66
3.0'	67	64	61
3.5'	59	58	55
4.0'	53	52	50

ZONAL LUMEN SUMMARY

Zone	Lumens	%Lamp	%Fixture
0-30°	695	N/A	53.8
30-40°	247	N/A	19.1
40-60°	350	N/A	27.1
60-90°	1292	N/A	100.0

INITIAL FOOTCANDLES
(One Unit, 11.25ft , 68.7° Beam)

Distance to Illuminated Plane (Feet)	Footcandles Beam Center	Beam Diameter
4	69.5	5.4
8	17.4	10.8
12	7.7	16.2
16	4.3	21.6
20	2.8	27.0

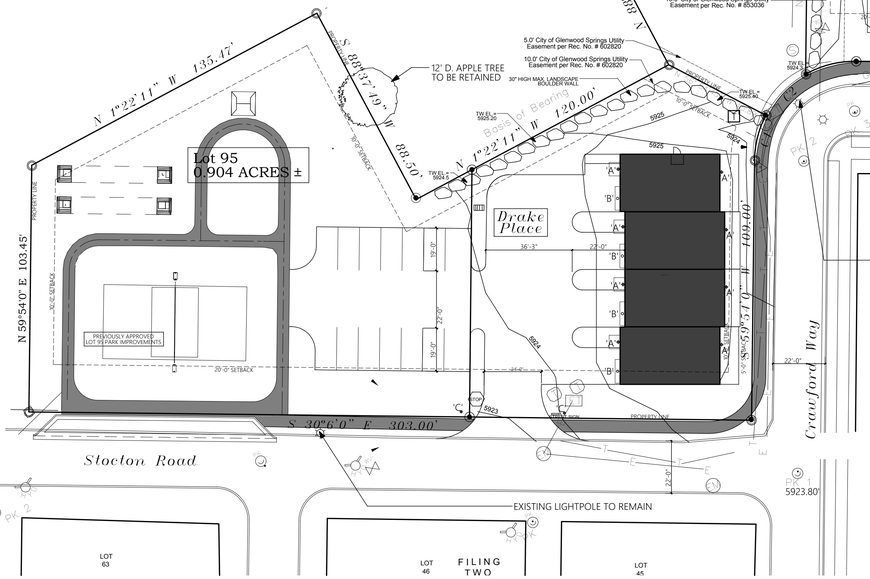
LUMINANCE (Average cd/in²)

Degrees	Average Luminance
45	1810
55	1939
65	2010
75	1870
85	0

Fixtures tested to IES recommended standard for solid state lighting per LM-79-08. Photometric performance on a single unit represents a baseline of performance for the fixture. Results may vary in the field.

Fixture "B"

Exterior LED shielded recessed can light
Manufacturer TBD



* EXISTING STREET LIGHTING ON CULVER, CRAWFORD AND STOCTON TO REMAIN AS IS - NO ADDITIONAL STREET OR LANDSCAPE LIGHTING TO BE PLACED.

* EACH UNIT HAS WALL MOUNTED LIGHT ABOVE ENTRY / REAR DECK DOOR (FIXTURE 'A'), RECESSED CAN LIGHT (FIXTURE 'B') CENTERED IN MAIN LEVEL, CANTILEVERED 'BUMPOUT', CENTERED ON DRIVEWAY

Fixture "C"

Solar Powered Wayfinding Bollard

First Light Technologies
PLB Solar Bollard Light Series

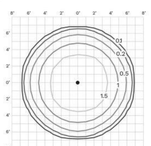
Design Specifications

Style: Contemporary Fixture Dimensions
10 inch (24.7 cm) top diameter

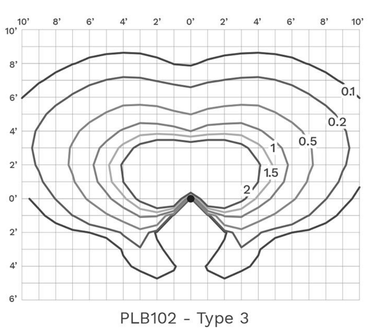
Fixture Height: 36 inches (88.1 cm)

Construction: Marine-grade, low copper cast aluminium
Finish: Super-durable TGIC powder coat

Mounting Options: Aluminium mounting plate on concrete footer or ground screw.

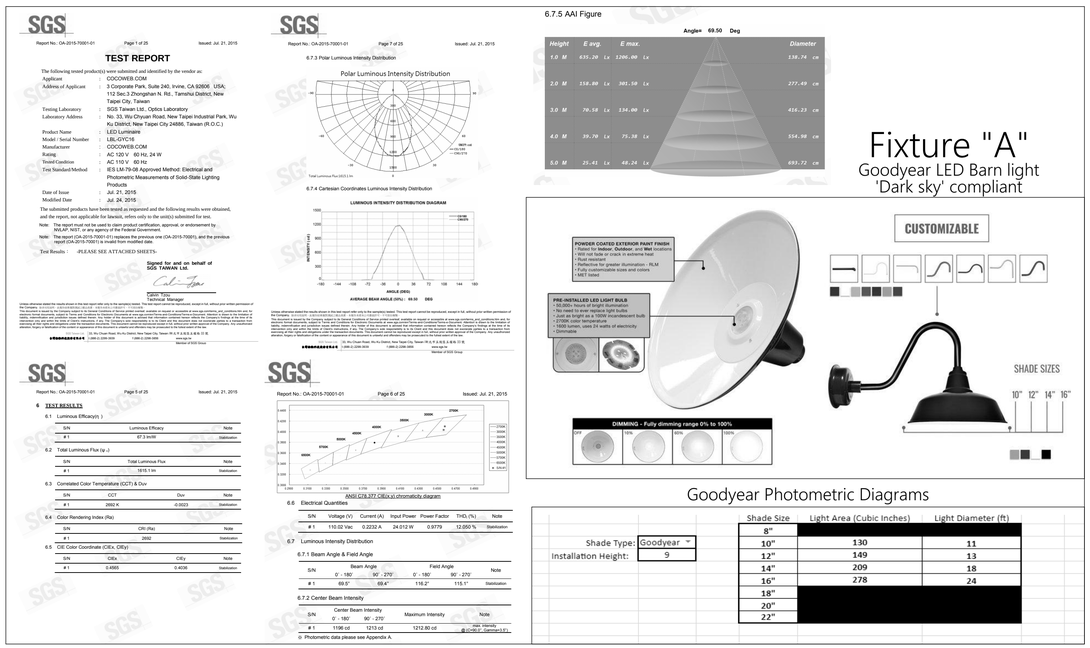


PLB102 - Type 5



PLB102 - Type 3

Photometric Diagrams Overview
The optical system efficiently focuses the light where it is needed. For the PLB, we offer two standard lighting distributions to optimize performance for applications from multi-use trails to docks. All of our lighting distributions are full cutoff, meaning that they are complaint with dark sky requirements. Measurements are in footcandles.



6.7.5 AAI Figure

Angle= 69.50 Deg

Height	E avg	E max.	Diameter
1.0 M	635.20 Lx	1206.00 Lx	138.74 cm
2.0 M	158.80 Lx	301.50 Lx	277.49 cm
3.0 M	70.58 Lx	134.00 Lx	416.23 cm
4.0 M	39.70 Lx	75.38 Lx	554.98 cm
5.0 M	25.41 Lx	48.24 Lx	693.72 cm

Fixture "A"

Goodyear LED Barn light
'Dark sky' compliant

Goodyear Photometric Diagrams

Shade Type: Goodyear
Installation Height: 9

Shade Size	Light Area (Cubic Inches)	Light Diameter (ft)
8"		
10"	130	11
12"	149	13
14"	209	18
16"	278	24
18"		
20"		
22"		

E2.1
EXTERIOR LIGHTING PLAN
Scale: 1" = 30'-0"

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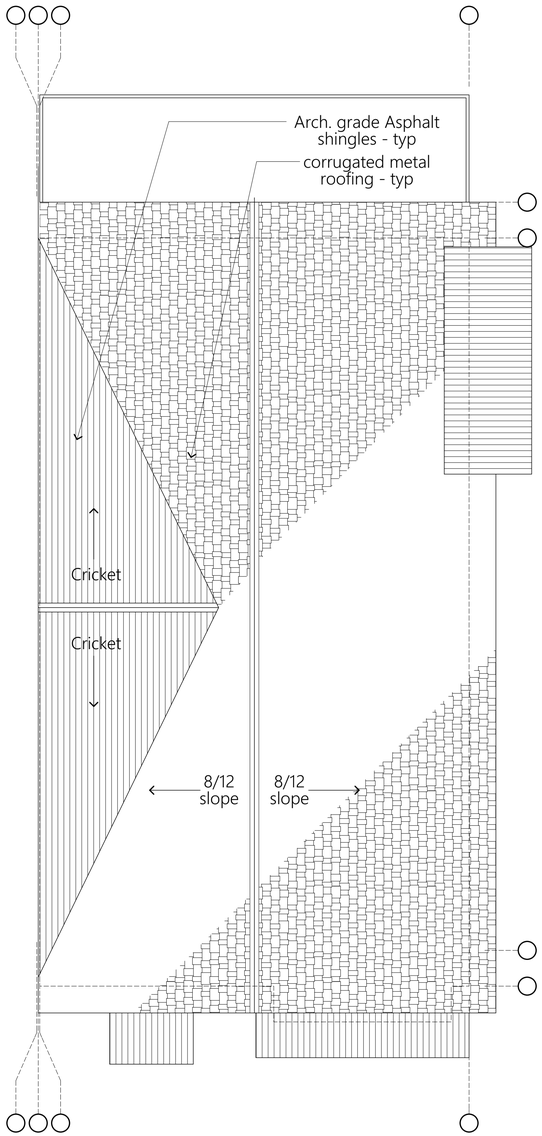
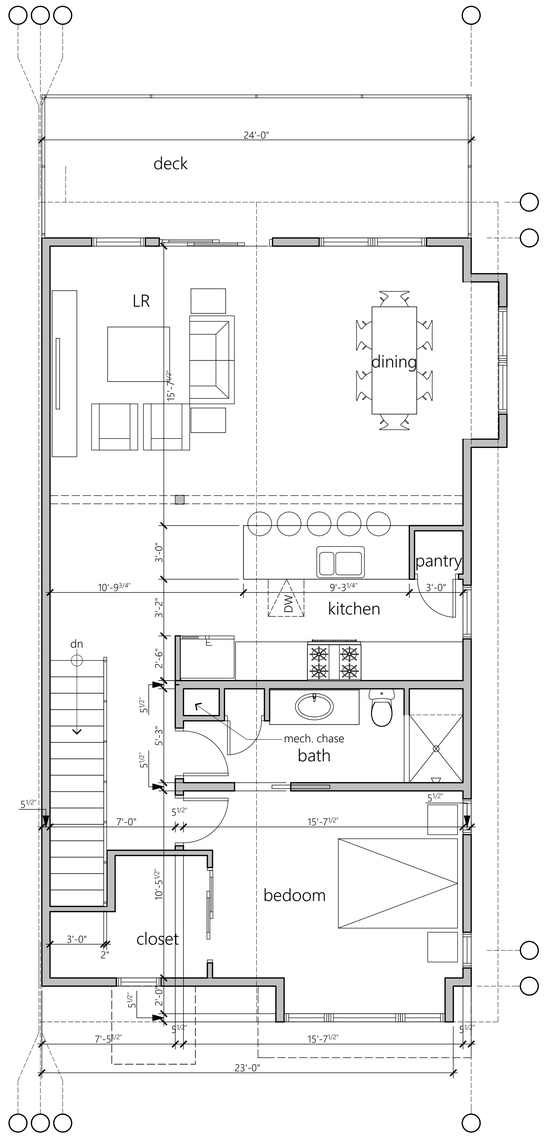


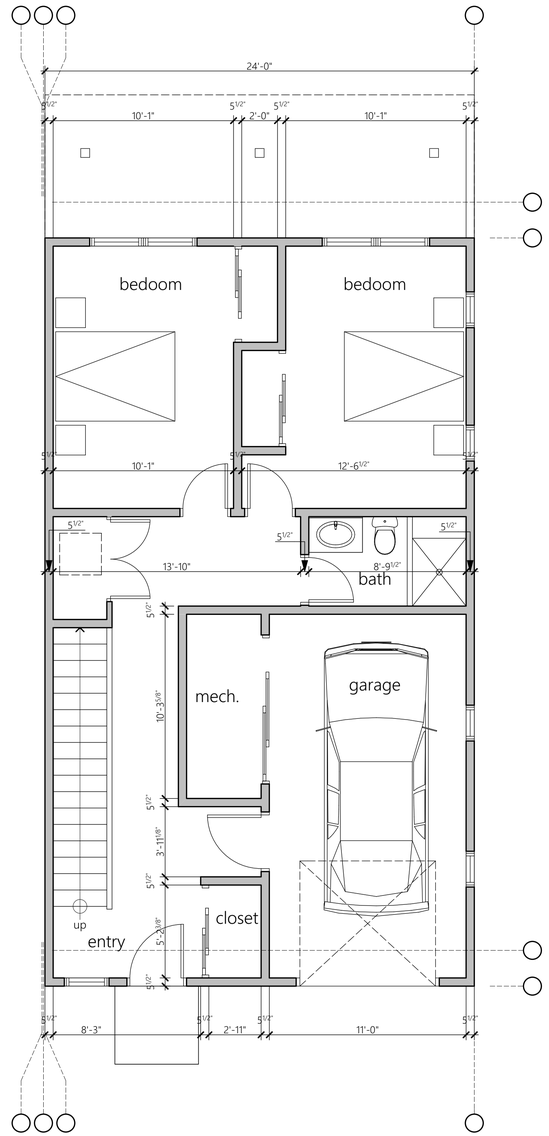
Building 1 Roof Plan

1/4" = 1'-0"



Building 1 Main Level

1/4" = 1'-0"



Building 1 Entry Level

1/4" = 1'-0"

TYPICAL FOR ALL UNITS LOCATED WITHIN BLDG.
AREA 1 - LOT 95 (SEE PRELIMINARY PLAT)

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A2.0A
Buildings Lot 95
Typical

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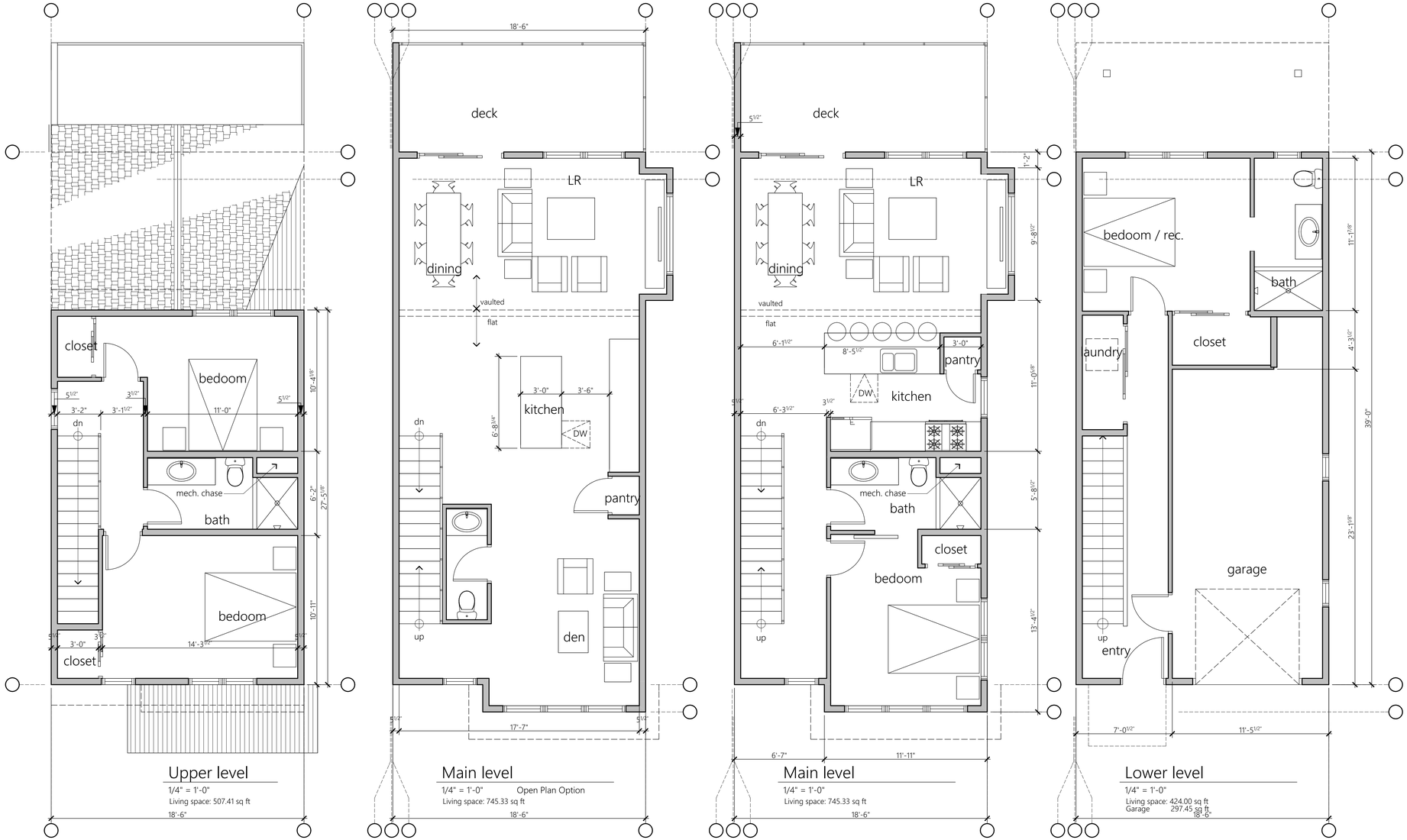

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A2.0B
Buildings Lot 96
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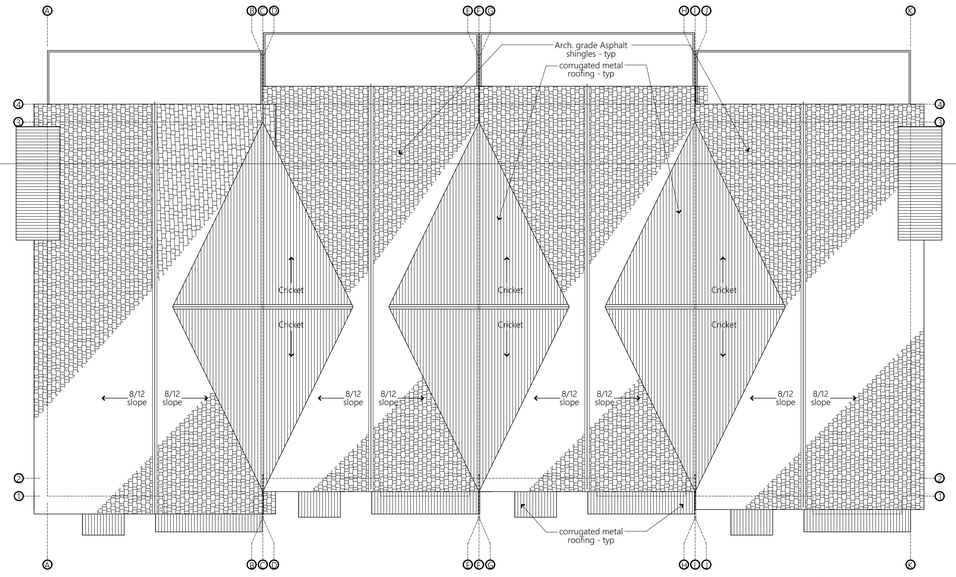
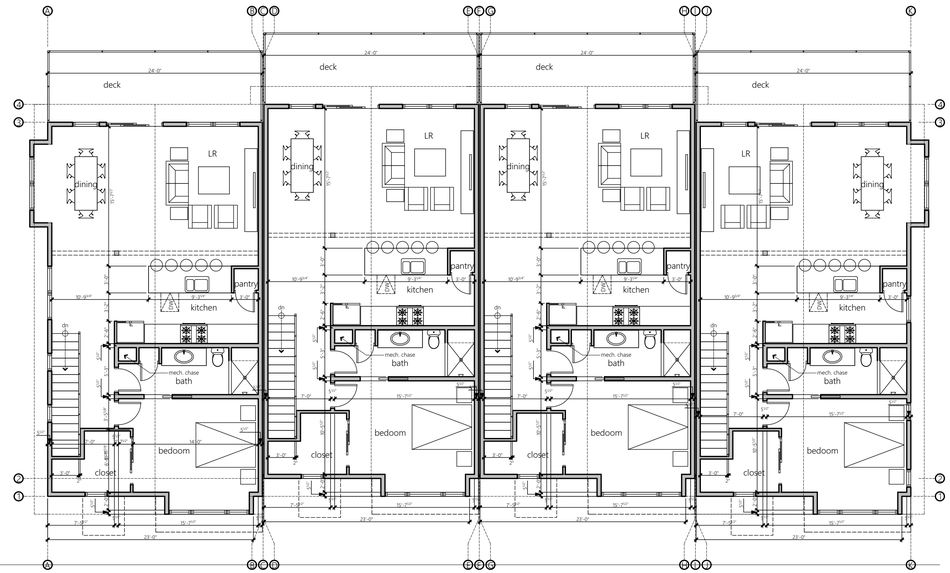
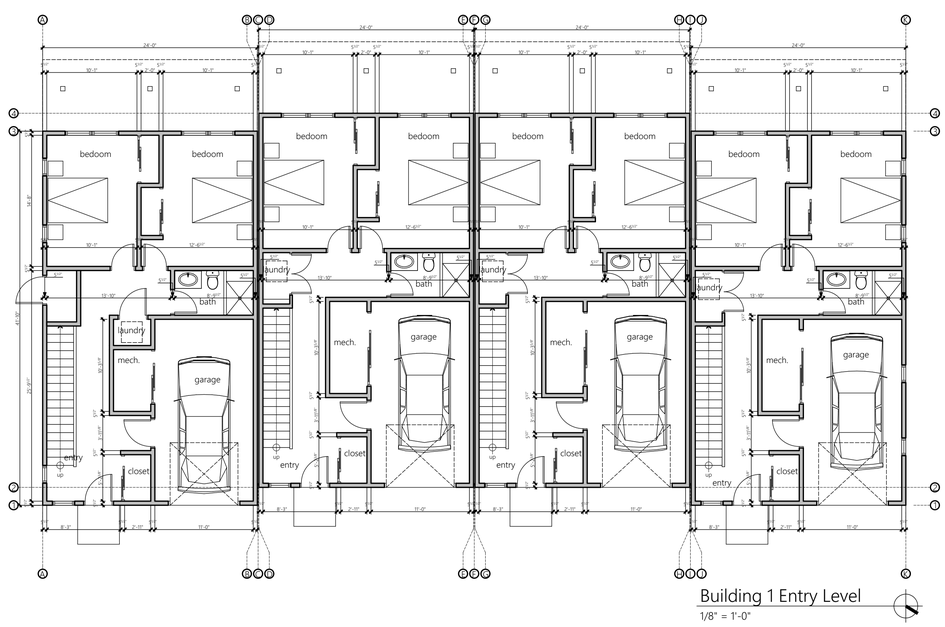


Building 1 Roof Plan
1/8" = 1'-0"



Building 1 Main Level
1/8" = 1'-0"



Building 1 Entry Level
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LICENSED ARCHITECT

Solstice Townhomes

Cardiff Glen Filing #8, Lots 95 & 96 Cardiff Glen PUD
Glenwood Springs, CO. 81615

DRAWING ISSUE
Development Plan Review set 10-22-18
Development Plan Review Updates 11-02-18
Development Plan Review Updates 11-12-18

Project designed and drawn to adhere to the 2015 IRC.

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TBD

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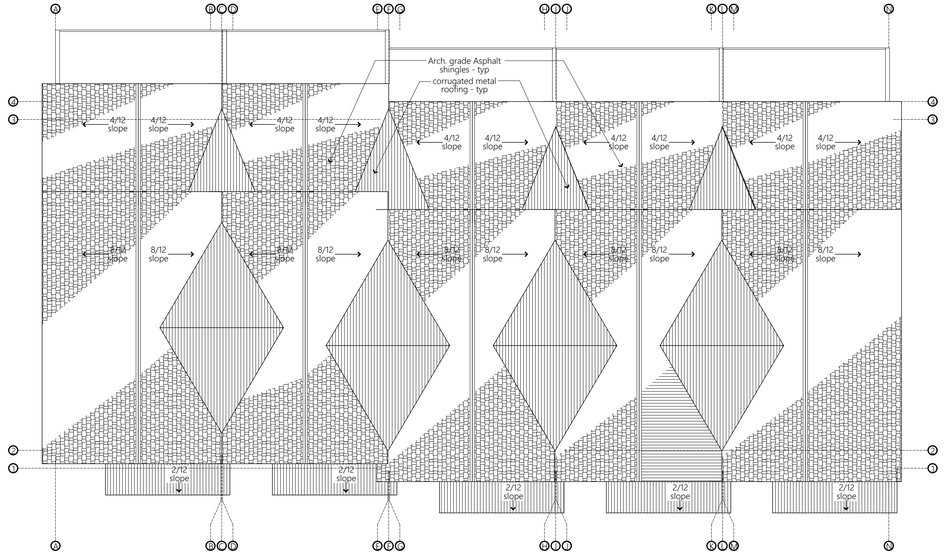
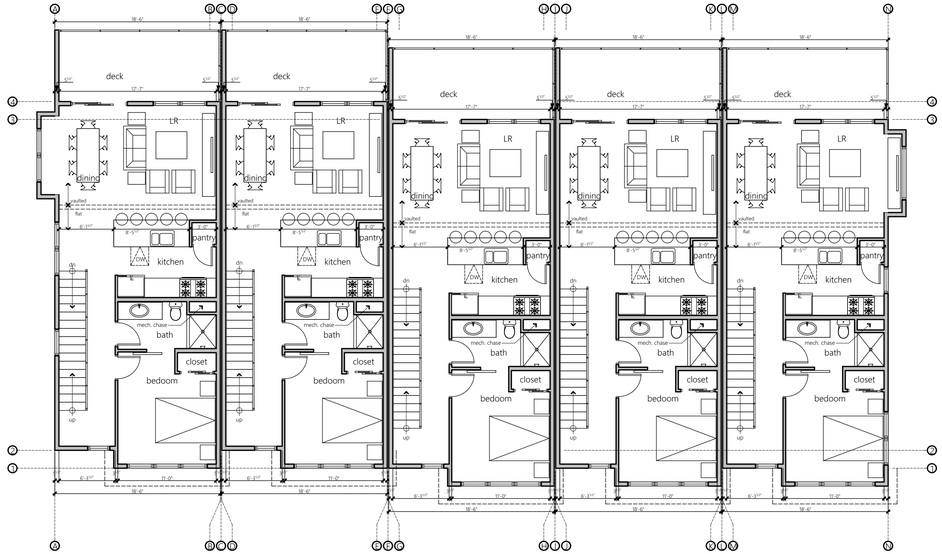
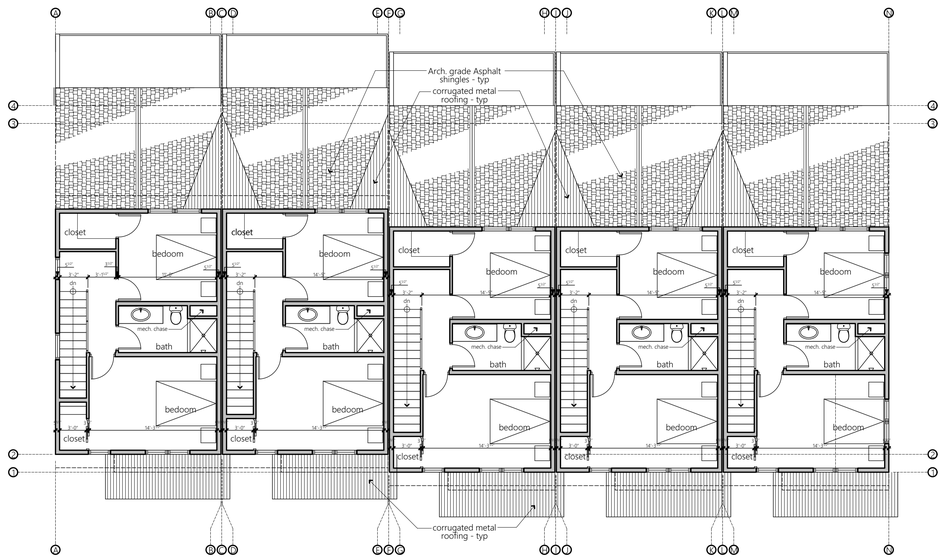
A2.1
Building '1' Plans



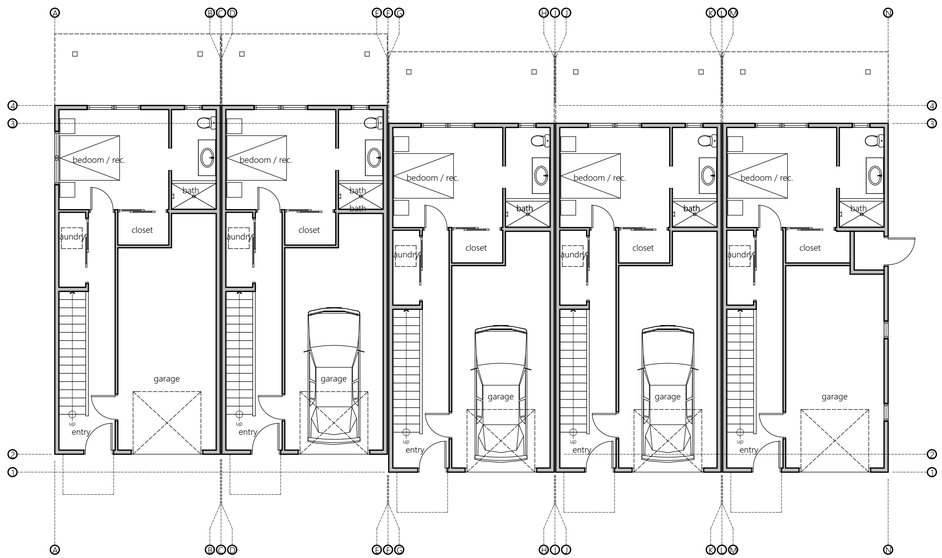
Building 2 Roof Plan
1/8" = 1'-0"



Building 2 Main level
1/8" = 1'-0"



Building 2 Upper level
1/8" = 1'-0"



Building 2 Entry level
1/8" = 1'-0"

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STATE OF COLORADO
KURT L. CARRUTH
13040
LICENSED ARCHITECT

Solstice Townhomes

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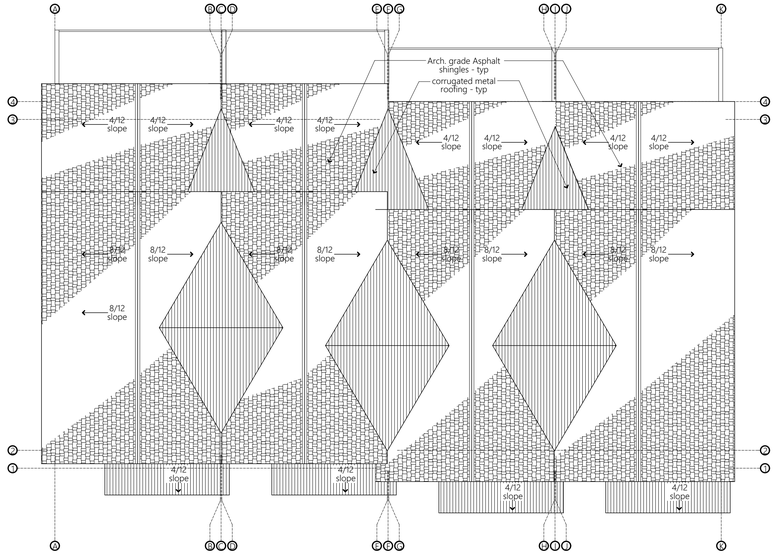
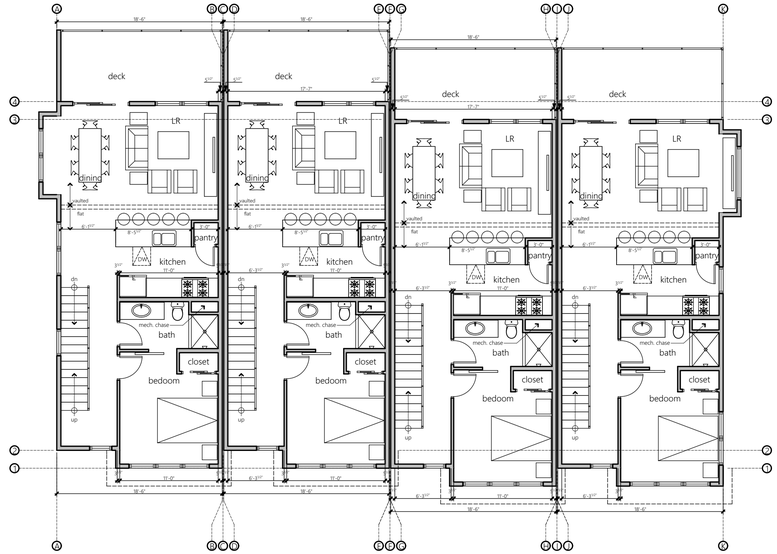
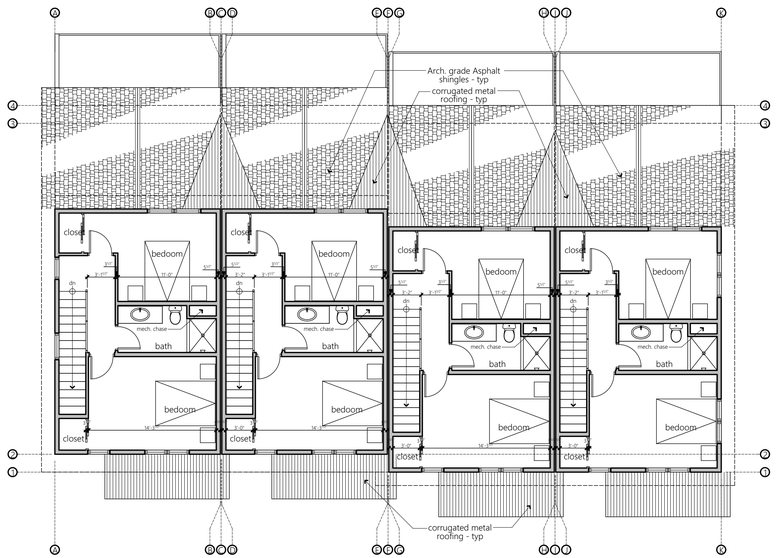
A2.2
Building '2' Plans



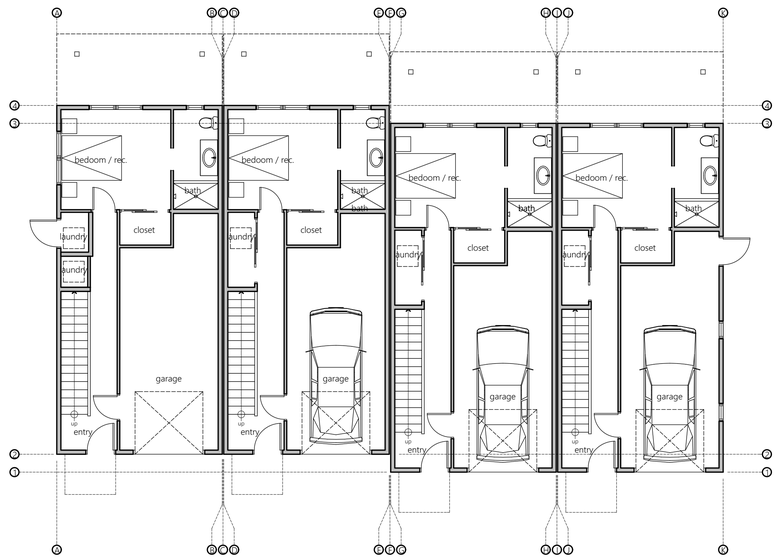
Building 3 Roof Plan
1/8" = 1'-0"



Building 3 Main level
1/8" = 1'-0"



Building 3 Upper level
1/8" = 1'-0"



Building 3 Entry level
1/8" = 1'-0"

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STATE OF COLORADO
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Solstice Townhomes

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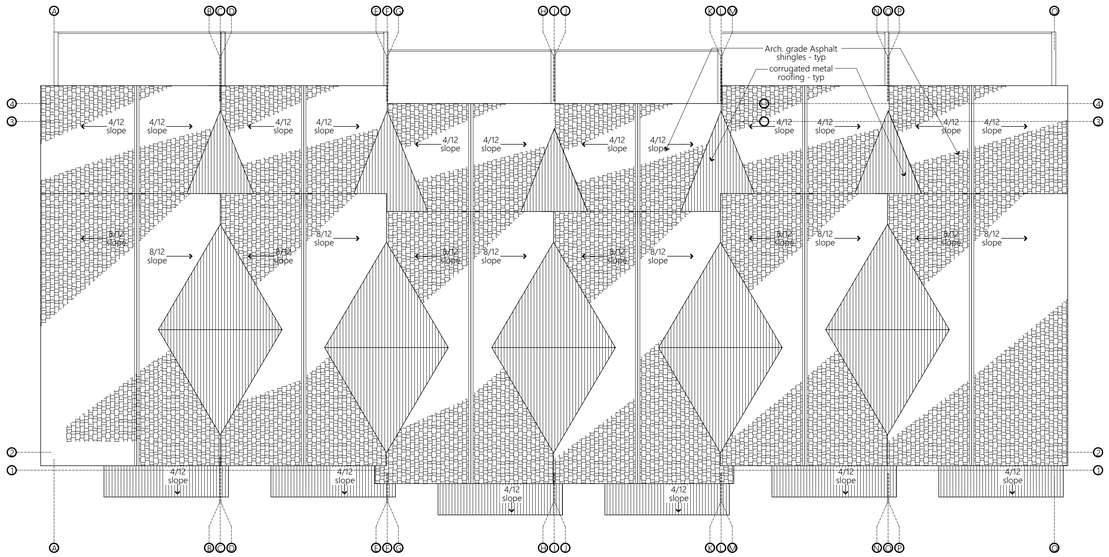
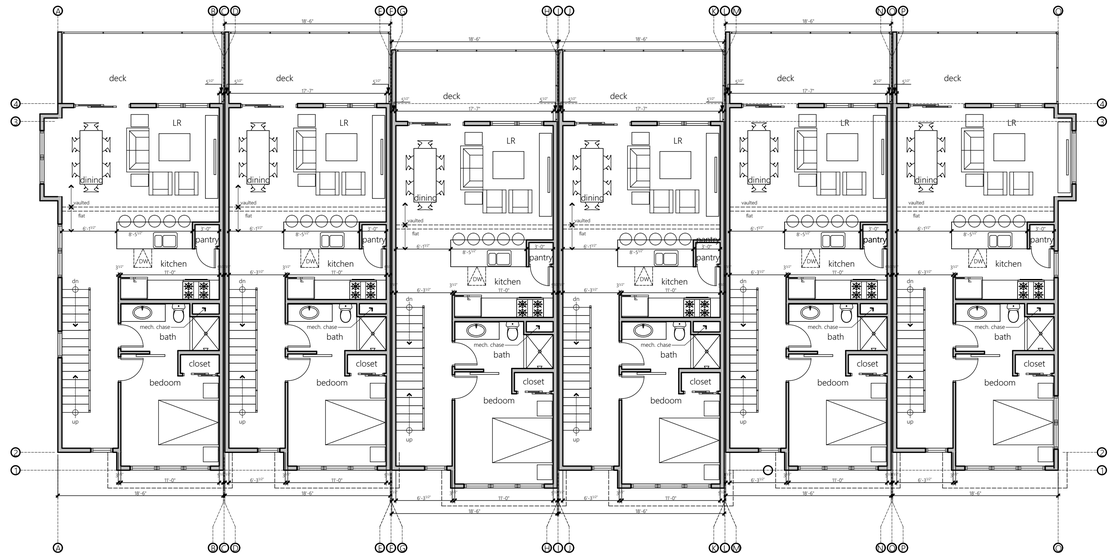
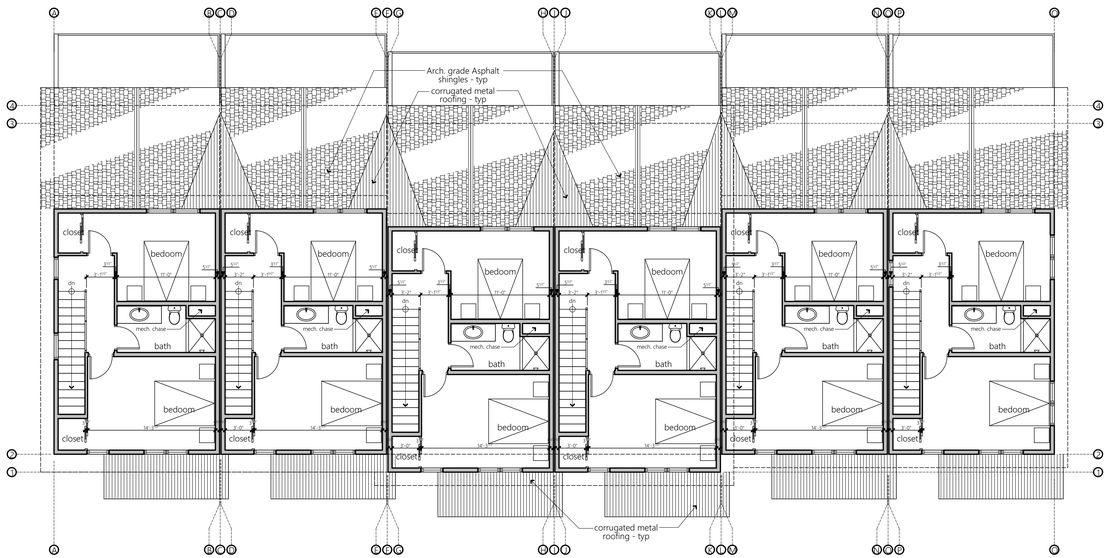
A2.3
Building '3' Plans



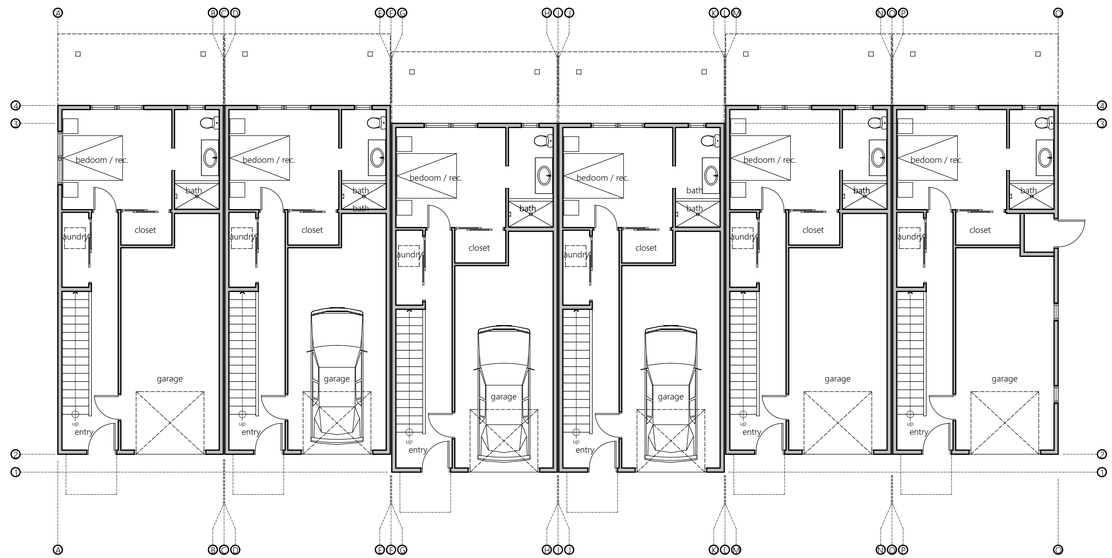
Building 4 Roof Plan
1/8" = 1'-0"



Building 4 Main level
1/8" = 1'-0"



Building 4 Upper level
1/8" = 1'-0"



Building 4 Entry level
1/8" = 1'-0"

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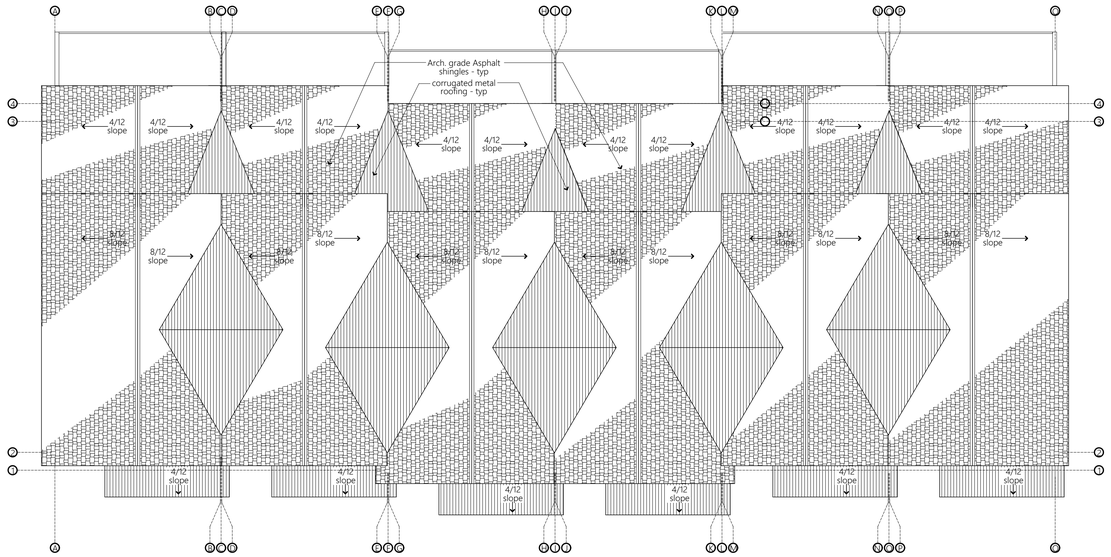
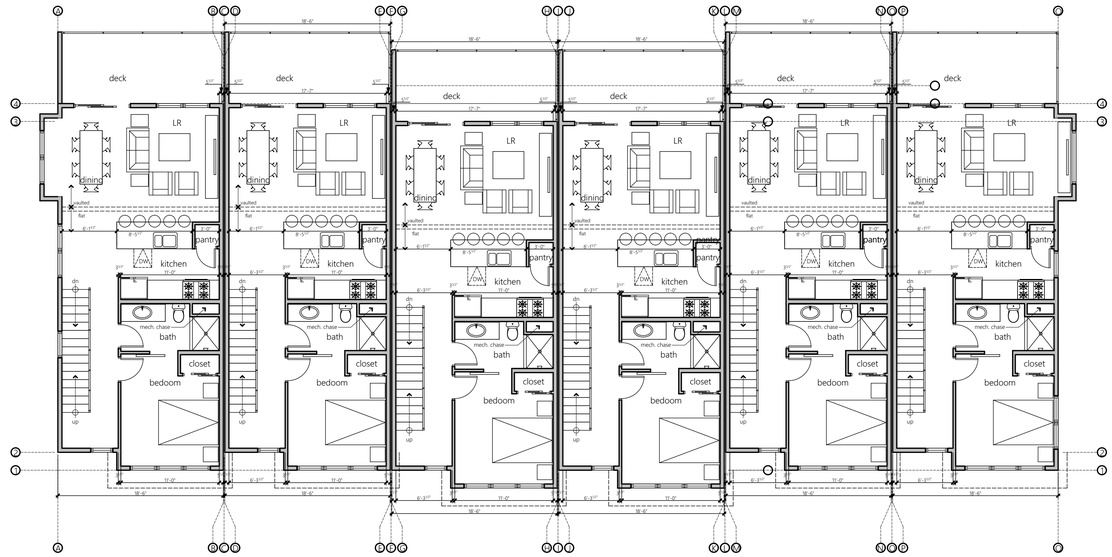
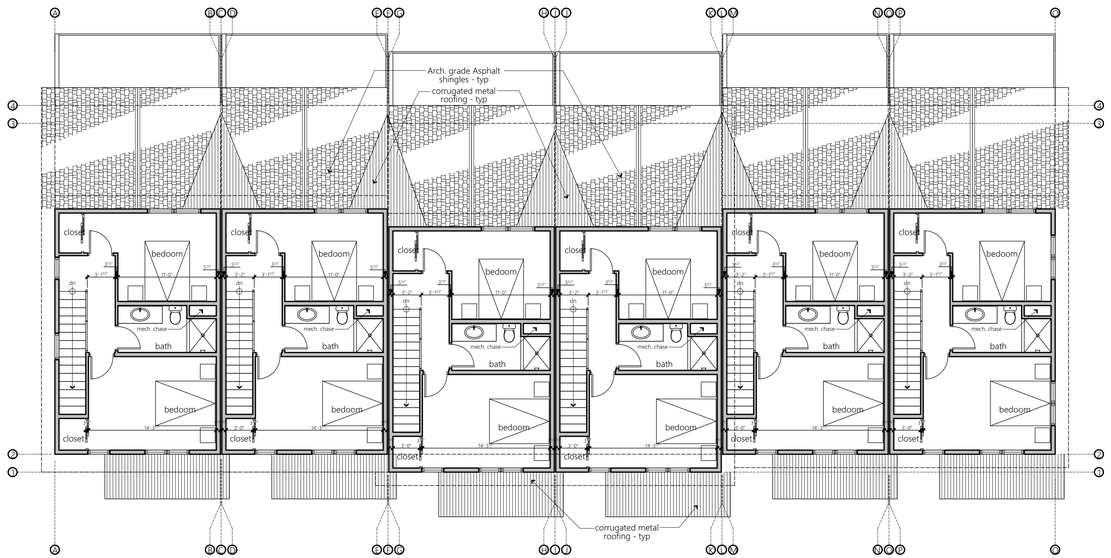
A2.4
Building '4' Plans



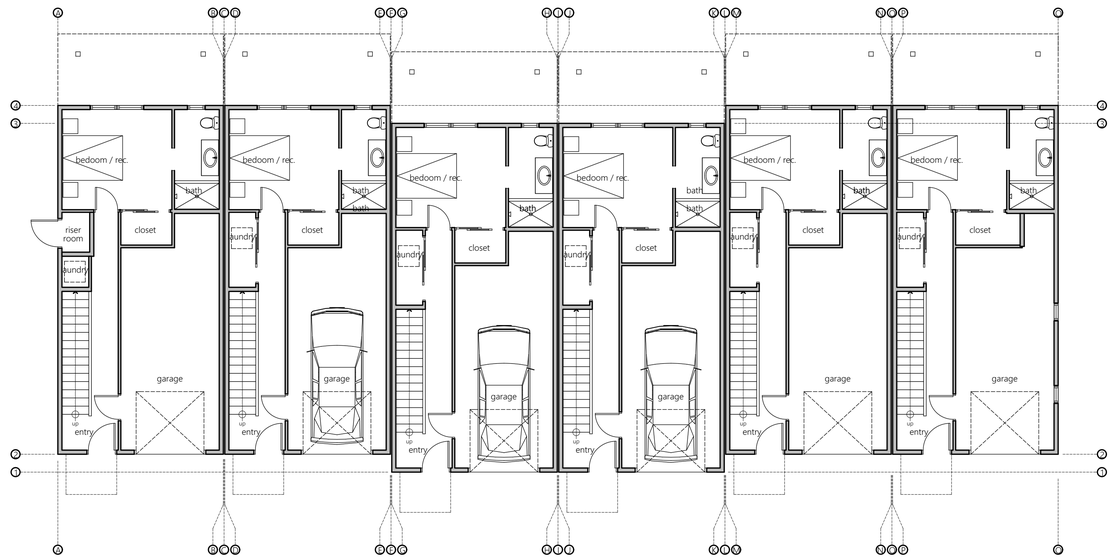
Building 5 Roof Plan
1/8" = 1'-0"



Building 5 Main Level
1/8" = 1'-0"



Building 5 Upper Level
1/8" = 1'-0"



Building 5 Entry Level
1/8" = 1'-0"

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Solstice Townhomes

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Glenwood Springs, CO. 81615

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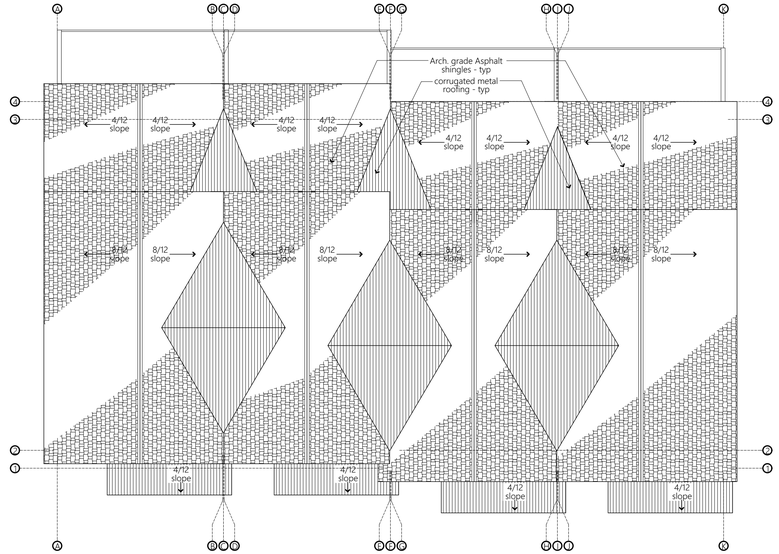
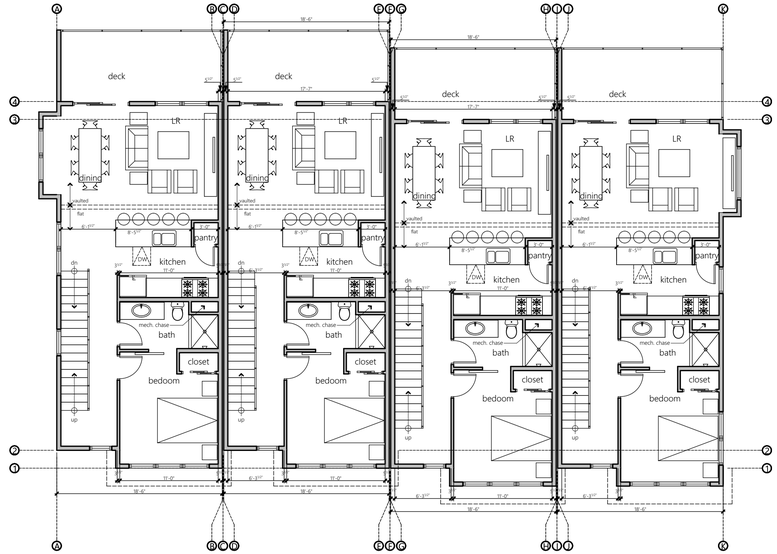
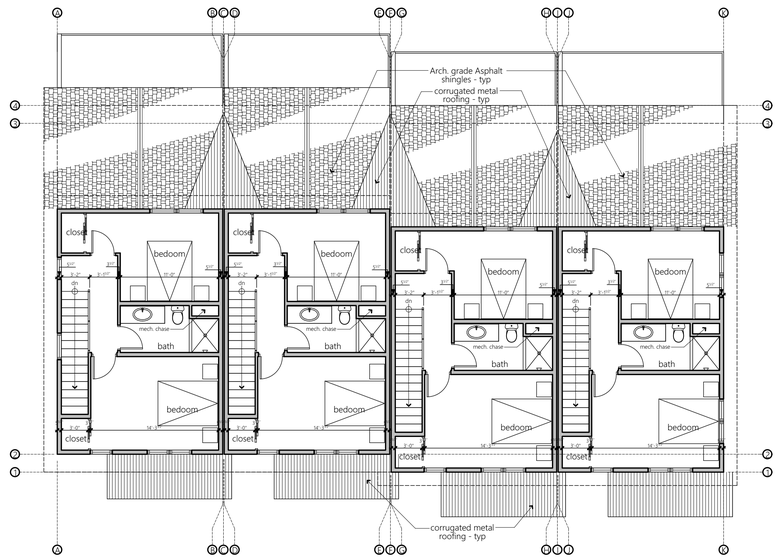
A2.5
Building '5' Plans



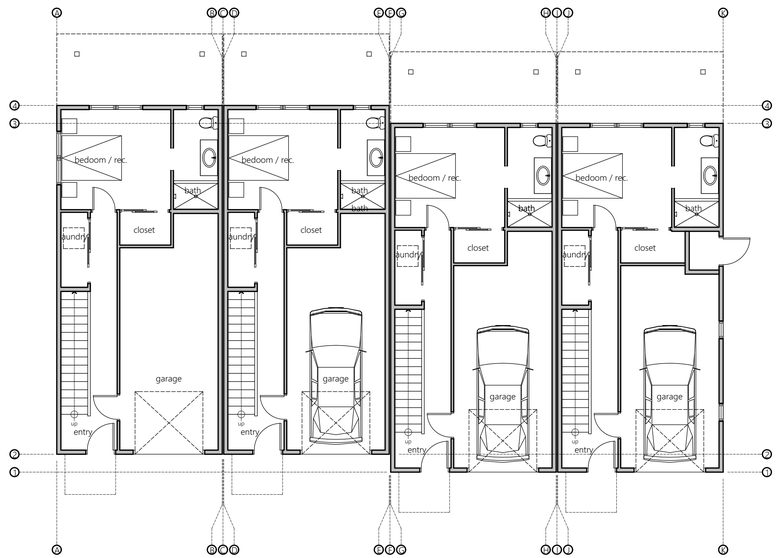
Building 6 Roof Plan
1/8" = 1'-0"



Building 6 Main level
1/8" = 1'-0"



Building 6 Upper level
1/8" = 1'-0"



Building 6 Entry level
1/8" = 1'-0"

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STATE OF COLORADO
KURT L. CARRUTH
13040
LICENSED ARCHITECT

Solstice Townhomes

Cardiff Glen Filing #8, Lots 95 & 96 Cardiff Glen PUD
Glenwood Springs, CO. 81615

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A2.6
Building '6' Plans

Exterior Materials Legend

Exterior Finishes:

1. LP Smart Siding, board and batten w/ 2" battens.
2. Stucco - color TBD
3. Concrete patio

Beams & Columns:

11. Heavy timber column - (size as shown)
12. Painted beam - see structural
13.
14.

Trim:

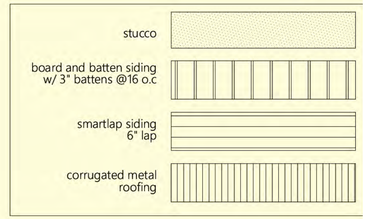
15. LP Smart Siding fascia - paint grade
16. Garage doors
18. Steel 'tie back' braces - see structural
19. LP Smart Siding 1 x 4 trim to cover horiz. joints

Roofing:

20. Arch. grade asphalt shingles - (color TBD)
21. Corrugated Metal roofing, (color TBD)
23.

Misc.:

24. Indicates finished grade
25.
26. Guardrail per code
27.
28.



BUILDING '6' ELEVATION

SCALE: 1/4" = 1'-0"
NORTHWEST FACING

Exterior Materials Legend

Exterior Finishes:

1. LP Smart Siding, board and batten w/ 2" battens.
2. Stucco - color TBD
3. Concrete patio

Beams & Columns:

11. Heavy timber column - (size as shown)
12. Painted beam - see structural
13.
14.

Trim:

15. LP Smart Siding fascia - paint grade
16. Garage doors
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19. LP Smart Siding 1 x 4 trim to cover horiz. joints

Roofing:

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23.

Misc.:

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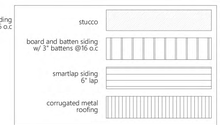
25.
26. Guardrail per code
27.
28.



BUILDING '2' ELEVATION

SCALE: 1/4" = 1'-0"
NORTHWEST FACING
END UNIT

Exterior Materials Legend

Exterior Finishes:

1. LP Smart Siding, board and batten w/ 2" battens.
2. Stucco - color TBD
3. Concrete patio

Beams & Columns:

11. Heavy timber column - (size as shown)
12. Painted beam - see structural
13.
14.

Trim:

15. LP Smart Siding fascia - paint grade
16. Garage doors
18. Steel 'tie back' braces - see structural
19. LP Smart Siding 1 x 4 trim to cover horiz. joints

Roofing:

20. Arch. grade asphalt shingles - (color TBD)
21. Corrugated Metal roofing, (color TBD)
23.

Misc.:

24. Indicates finished grade
25.
26. Guardrail per code
27.
28.

BUILDING '1' ELEVATION

SCALE: 1/4" = 1'-0"
NORTHWEST FACING
END UNIT

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LICENSED ARCHITECT

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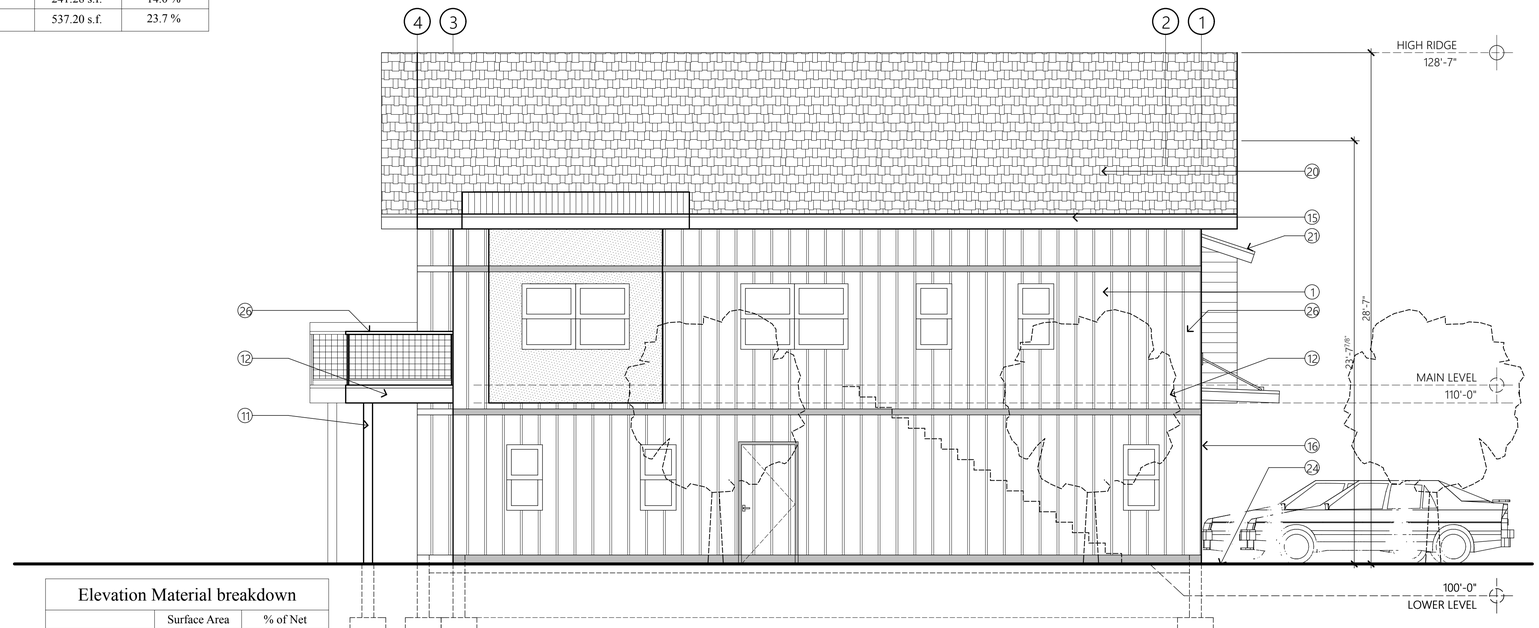
A3.0
COLOR RENDERINGS
TYPICAL

Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	2251.28 s.f.	100.0 %
Net Siding	1402.80 s.f.	62.3 %
Net EIFS	241.28 s.f.	14.0 %
Net Glazing	537.20 s.f.	23.7 %

BUILDING '1' ELEVATION

SCALE: 1/4" = 1'-0"
NORTHEAST FACING



Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	783.53 s.f.	100.0 %
Net Siding	608.23 s.f.	78.0 %
Net EIFS	94.45 s.f.	12.6 %
Net Glazing	80.85 s.f.	9.4 %

BUILDING '1' ELEVATION

SCALE: 1/4" = 1'-0"
SOUTHEAST FACING — END UNIT

Exterior Materials Legend

Exterior Finishes:

1. LP Smart Siding, board and batten w/ 2" battens.
2. Stucco - color TBD
3. Concrete patio

Beams & Columns:

11. Steel Pipe Column - (size as shown)
12. Painted beam - see structural
13.
14.

Trim:

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19. LP Smart Siding 1 x 4 trim to cover horiz. joints

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23.

Misc.:

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25.
26. Guardrail per code
27.
28.

Lot 96: Cardiff Glen PUD, Zoning Standards, R-3-PUD, Multi Family Rresidential, Section V1 Building Height item A. Residential (item 3) Lot 96, 40 feet (item 4)

Lot 95: 40 feet or as restricted by FAR Part 77 "Objects Affecting Navigable Airspace, whichever is more restrictive. Accordingly, Solstice Bldg. 1 on Lot 95 is therefore 24 feet and compliant with the TERMS AND CONDITIONS, PROVISIONS, RESTRICTIONS, EASEMENTS AND RIGHTS OF WAYAS CONTAINED IN THE AVIATIONAND HAZARDS EASEMENT RECORDED JUNE 24, 1999 IN BOOK 1136, AT PAGE 848, RECEPTION NO. 547814.

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SURVEYOR
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Divide Creek Surveyors, Inc.
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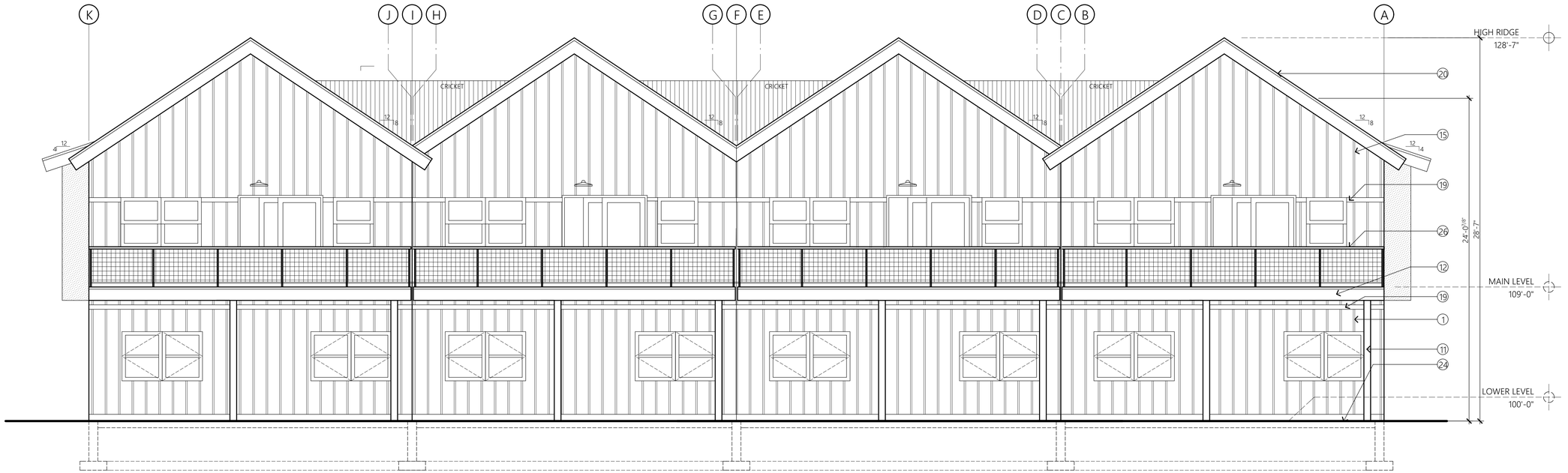
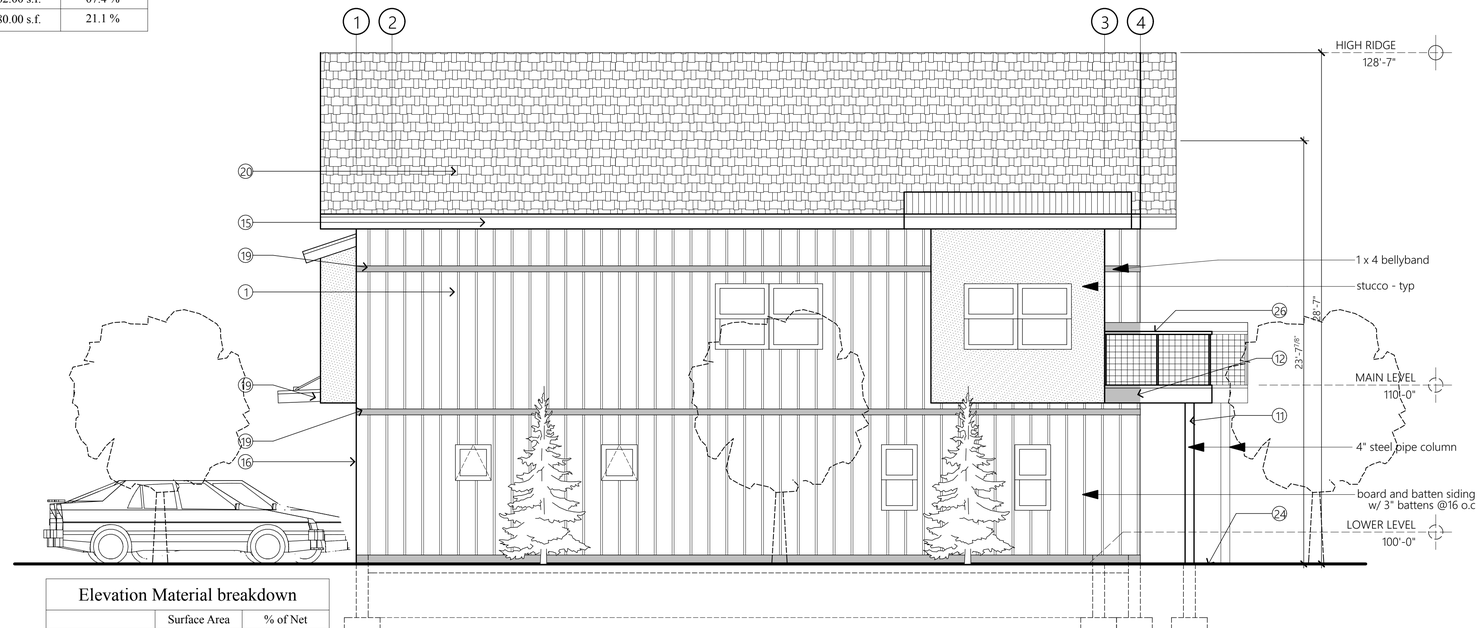
A3.1
Building 1 - Lot 95



Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	2251.28 s.f.	100.0 %
Net Siding	1609.28 s.f.	71.50 %
Net EIFS	162.00 s.f.	07.4 %
Net Glazing	480.00 s.f.	21.1 %

BUILDING '1' ELEVATION

SCALE: 1/4" = 1'-0"
SOUTHWEST FACING



Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	821.0 s.f.	100.0 %
Net Siding	660.87 s.f.	80.0 %
Net EIFS	93.46 s.f.	11.6 %
Net Glazing	66.67 s.f.	8.4 %

BUILDING '1' ELEVATION

SCALE: 1/4" = 1'-0"
NORTHWEST FACING — END UNIT

Exterior Materials Legend

Exterior Finishes:

1. LP Smart Siding, board and batten w/ 2" battens.
2. Stucco - color TBD
3. Concrete patio

Beams & Columns:

11. Steel Pipe Column - (size as shown)
12. Painted beam - see structural
13.
14.

Trim:

15. LP Smart Siding fascia - paint grade
16. Garage doors
18. Steel 'tie back' braces - see structural
19. LP Smart Siding 1 x 4 trim to cover horiz. joints

Roofing:

20. Arch. grade asphalt shingles - (color TBD)
21. Corrugated Metal roofing, (color TBD)
23.

Misc.:

24. Indicates finished grade
25.
26. Guardrail per code
27.
28.

Lot 96: Cardiff Glen PUD, Zoning Standards, R-3-PUD, Multi Family Rresidential, Section V1 Building Height item A. Residential (item 3) Lot 96, 40 feet (item 4)

Lot 95: 40 feet or as restricted by FAR Part 77 "Objects Affecting Navigable Airspace, whichever is more restrictive. Accordingly, Solstice Bldg. 1 on Lot 95 is therefore 24 feet and compliant with the TERMS AND CONDITIONS, PROVISIONS, RESTRICTIONS, EASEMENTS AND RIGHTS OF WAYAS CONTAINED IN THE AVIATIONAND HAZARDS EASEMENT RECORDED JUNE 24, 1999 IN BOOK 1136, AT PAGE 848, RECEPTION NO. 547814.

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STATE OF COLORADO
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LICENSED ARCHITECT

Solstice Townhomes

Cardiff Glen Filing #8, Lots 95 & 96 Cardiff Glen PUD
Glenwood Springs, CO. 81615

DRAWING ISSUE
Development Plan Review set 10-22-18
Development Plan Review Updates 11-02-18
Development Plan Review Updates 11-12-18

Project designed and drawn to adhere to the 2015 IRC.

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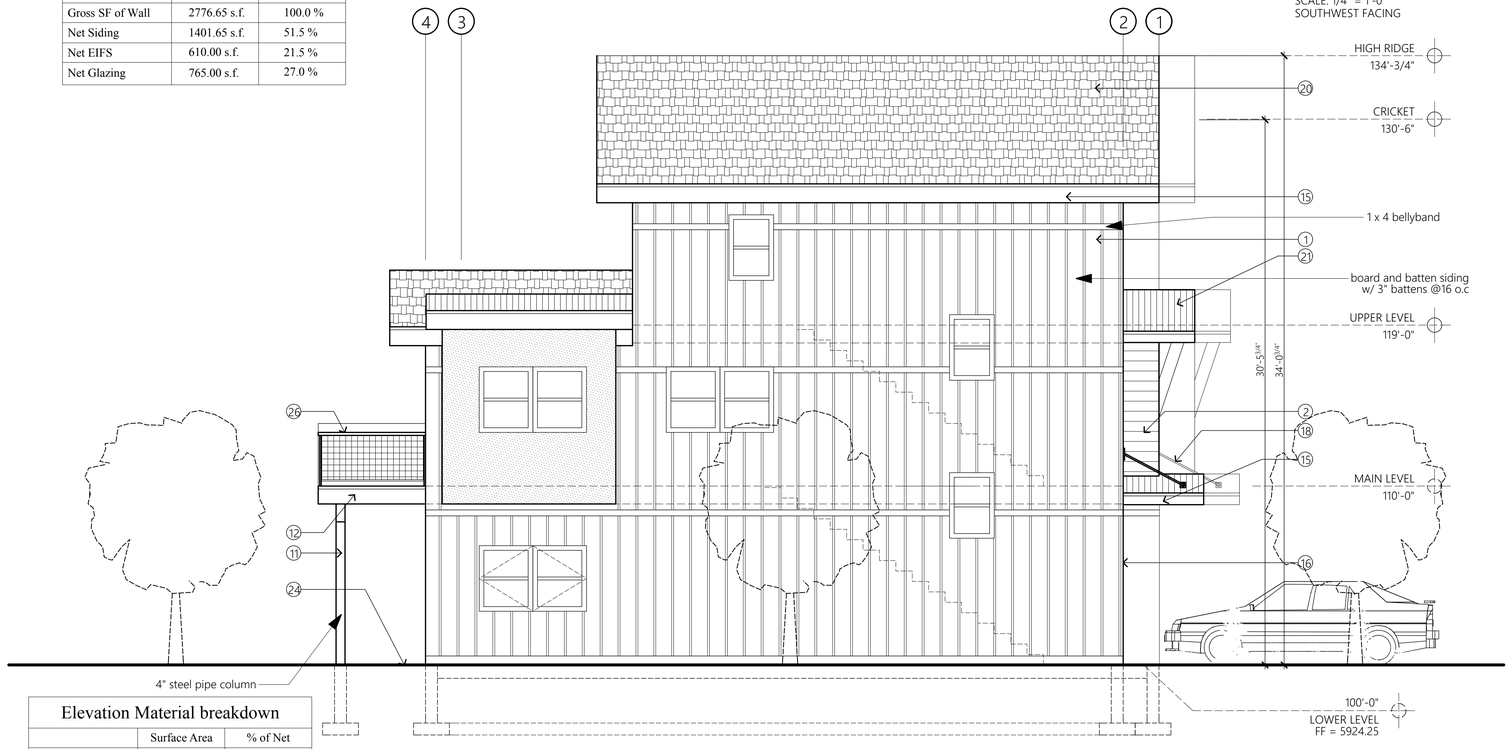
A3.2
Buildings Lot 95

BUILDING '2' ELEVATION

SCALE: 1/4" = 1'-0"
SOUTHWEST FACING

Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	2776.65 s.f.	100.0 %
Net Siding	1401.65 s.f.	51.5 %
Net EIFS	610.00 s.f.	21.5 %
Net Glazing	765.00 s.f.	27.0 %



BUILDING '2' ELEVATION

SCALE: 1/4" = 1'-0"
NORTHWEST FACING END UNIT

Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	915.37 s.f.	100.0 %
Net Siding	735.95 s.f.	80.0 %
Net EIFS	85.92 s.f.	09.4 %
Net Glazing	93.50 s.f.	10.6 %

Design Combinations per PUD

1. Combinations of smaller masses: three story with 2 story elements.
2. Gabled roofs with cross gables, and secondary shed roofs for scale.
3. Moderate to steep roof pitches with overhanging eaves.
4. Front entry and windows facing the street.
5. Focal windows, door and window surrounds of human scale.
6. Exterior decks.
7. Uniform setbacks from street for SFR.
8. Minimum of 2 parking spaces (1 inside, 1 outside) for each SFR.

Lot 96: Cardiff Glen PUD, Zoning Standards, R-3-PUD, Multi Family Residential, Section V1 Building Height item A. Residential (item 3) Lot 96, 40 feet (item 4)

Lot 95: 40 feet or as restricted by FAR Part 77 "Objects Affecting Navigable Airspace, whichever is more restrictive. Accordingly, Solstice Bldg. 1 on Lot 95 is therefore 24 feet and compliant with the TERMS AND CONDITIONS, PROVISIONS, RESTRICTIONS, EASEMENTS AND RIGHTS OF WAYAS CONTAINED IN THE AVIATIONAND HAZARDS EASEMENT RECORDED JUNE 24, 1999 IN BOOK 1136, AT PAGE 848, RECEPTION NO. 547814.

Exterior Materials Legend

Exterior Finishes:

1. LP Smart Siding, board and batten w/ 2" battens.
2. Stucco - color TBD
3. Concrete patio

Beams & Columns:

11. Steel Pipe Column - (size as shown)
12. Painted beam - see structural
13.
14.

Trim:

15. LP Smart Siding fascia - paint grade
16. Garage doors
18. Steel 'tie back' braces - see structural
19. LP Smart Siding 1 x 4 trim to cover horiz. joints

Roofing:

20. Arch. grade asphalt shingles - (color TBD)
21. Corrugated Metal roofing, (color TBD)
23.

Misc.:

24. Indicates finished grade
25.
26. 36" guardrail per code - wood cap with 'hog wire' metal panels
27.

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STATE OF COLORADO
KURT L. CARRUTH
13040
LICENSED ARCHITECT

Solstice Townhomes

Cardiff Glen Filing #8, Lots 95 & 96 Cardiff Glen PUD
Glenwood Springs, CO. 81615

DRAWING ISSUE
Development Plan Review set 10-22-18
Development Plan Review Updates 11-02-18
Development Plan Review Updates 11-12-18

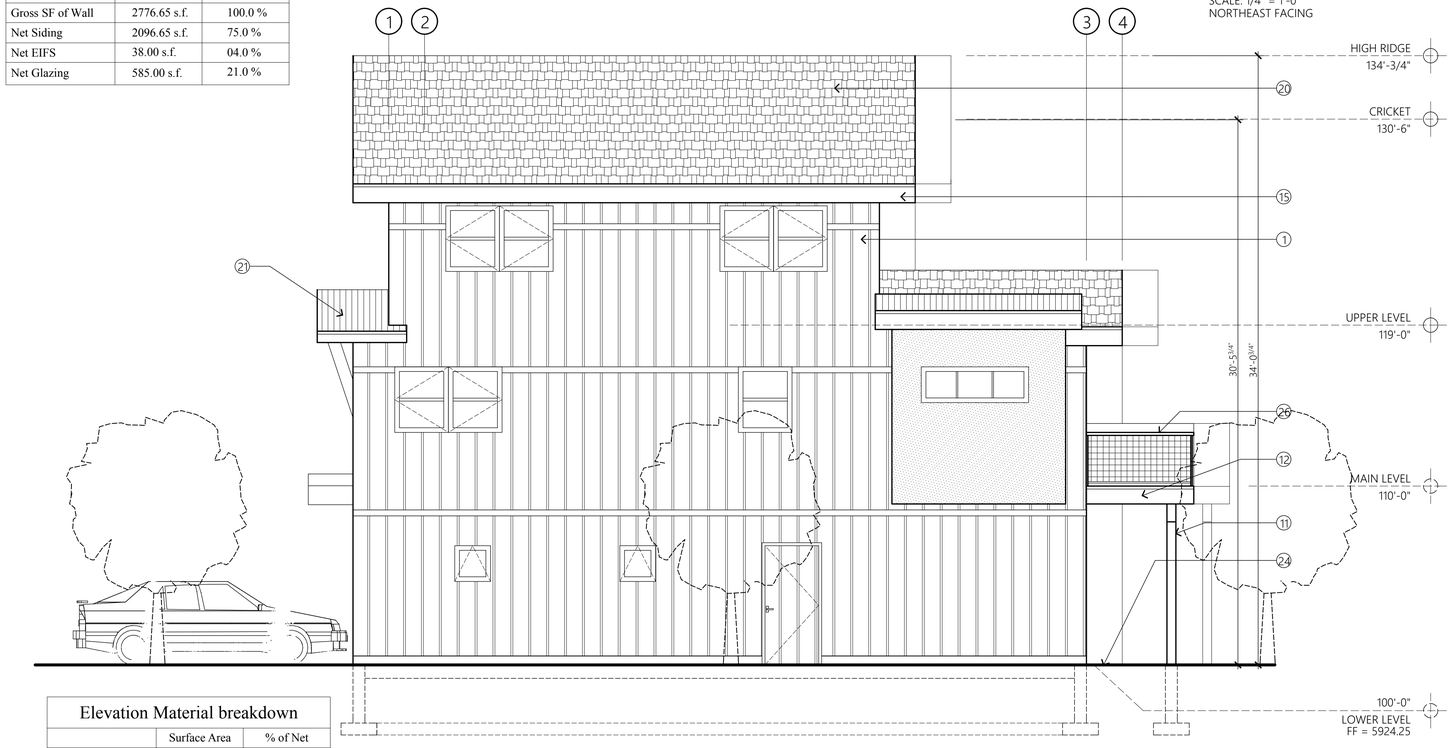
Project designed and drawn to adhere to the 2015 IRC.

A3.3
Building 2 - Lot 96

BUILDING '2' ELEVATION

SCALE: 1/4" = 1'-0"
NORTHEAST FACING

Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	2776.65 s.f.	100.0 %
Net Siding	2096.65 s.f.	75.0 %
Net EIFS	38.00 s.f.	04.0 %
Net Glazing	585.00 s.f.	21.0 %



BUILDING '2' ELEVATION

SCALE: 1/4" = 1'-0"
SOUTHEAST FACING

END UNIT

Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	960.84 s.f.	100.0 %
Net Siding	769.14 s.f.	80.0 %
Net EIFS	94.70 s.f.	09.8 %
Net Glazing	97.00 s.f.	10.2 %

Design Combinations per PUD

1. Combinations of smaller masses: three story with 2 story elements.
2. Gabled roofs with cross gables, and secondary shed roofs for scale.
3. Moderate to steep roof pitches with overhanging eaves.
4. Front entry and windows facing the street.
5. Focal windows, door and window surrounds of human scale.
6. Exterior decks.
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8. Minimum of 2 parking spaces (1 inside, 1 outside) for each SFR.

Lot 96: Cardiff Glen PUD, Zoning Standards, R-3-PUD, Multi Family Residential, Section V1 Building Height item A. Residential (item 3) Lot 96, 40 feet (item 4)

Lot 95: 40 feet or as restricted by FAR Part 77 "Objects Affecting Navigable Airspace, whichever is more restrictive. Accordingly, Solstice Bldg. 1 on Lot 95 is therefore 24 feet and compliant with the TERMS AND CONDITIONS, PROVISIONS, RESTRICTIONS, EASEMENTS AND RIGHTS OF WAYAS CONTAINED IN THE AVIATIONAND HAZARDS EASEMENT RECORDED JUNE 24, 1999 IN BOOK 1136, AT PAGE 848, RECEPTION NO. 547814.

Exterior Materials Legend

Exterior Finishes:

1. LP Smart Siding, board and batten w/ 2" battens.
2. Stucco - color TBD
3. Concrete patio

Beams & Columns:

11. Steel Pipe Column - (size as shown)
12. Painted beam - see structural
13.
14.

Trim:

15. LP Smart Siding fascia - paint grade
16. Garage doors
18. Steel 'tie back' braces - see structural
19. LP Smart Siding 1 x 4 trim to cover horiz. joints

Roofing:

20. Arch. grade asphalt shingles - (color TBD)
21. Corrugated Metal roofing, (color TBD)
23.

Misc.:

24. Indicates finished grade
25.
26. 36" guardrail per code - wood cap with 'hog wire' metal panels
27.

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Solstice Townhomes

Cardiff Glen Filing #8, Lots 95 & 96 Cardiff Glen PUD
Glenwood Springs, CO. 81615

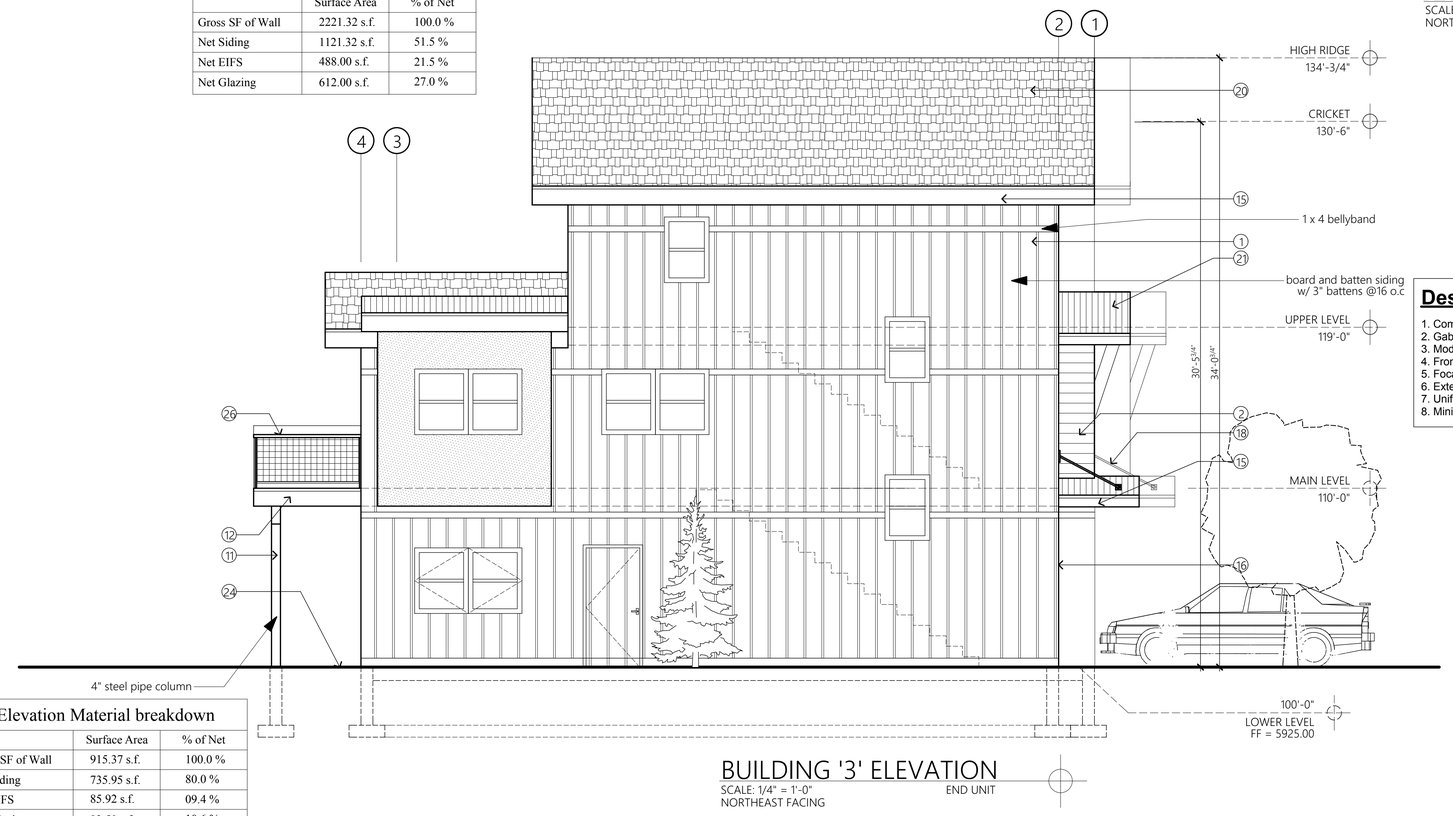
DRAWING	ISSUE
Development Plan Review set	10-22-18
Development Plan Review Updates	11-02-18
Development Plan Review Updates	11-12-18

Project designed and drawn to adhere to the 2015 IRC.

A3.4
Building 2 - Lot 96

BUILDING '3' ELEVATION
SCALE: 1/4" = 1'-0"
NORTHWEST FACING

Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	2221.32 s.f.	100.0 %
Net Siding	1121.32 s.f.	51.5 %
Net EIFS	488.00 s.f.	21.5 %
Net Glazing	612.00 s.f.	27.0 %



BUILDING '3' ELEVATION
SCALE: 1/4" = 1'-0"
NORTHEAST FACING
END UNIT

Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	915.37 s.f.	100.0 %
Net Siding	735.95 s.f.	80.0 %
Net EIFS	85.92 s.f.	09.4 %
Net Glazing	93.50 s.f.	10.6 %

Design Combinations per PUD

1. Combinations of smaller masses: three story with 2 story elements.
2. Gabled roofs with cross gables, and secondary shed roofs for scale.
3. Moderate to steep roof pitches with overhanging eaves.
4. Front entry and windows facing the street.
5. Focal windows, door and window surrounds of human scale.
6. Exterior decks.
7. Uniform setbacks from street for SFR.
8. Minimum of 2 parking spaces (1 inside, 1 outside) for each SFR.

Lot 96: Cardiff Glen PUD, Zoning Standards, R-3-PUD, Multi Family Residential, Section V1 Building Height item A. Residential (item 3) Lot 96, 40 feet (item 4)

Lot 95: 40 feet or as restricted by FAR Part 77 "Objects Affecting Navigable Airspace, whichever is more restrictive. Accordingly, Solstice Bldg. 1 on Lot 95 is therefore 24 feet and compliant with the TERMS AND CONDITIONS, PROVISIONS, RESTRICTIONS, EASEMENTS AND RIGHTS OF WAYAS CONTAINED IN THE AVIATIONAND HAZARDS EASEMENT RECORDED JUNE 24, 1999 IN BOOK 1136, AT PAGE 848, RECEPTION NO. 547814.

Exterior Materials Legend

Exterior Finishes:
1. LP Smart Siding, board and batten w/ 2" battens.
2. Stucco - color TBD
3. Concrete patio

Beams & Columns:
11. Steel Pipe Column - (size as shown)
12. Painted beam - see structural
13.
14.

Trim:
15. LP Smart Siding fascia - paint grade
16. Garage doors
18. Steel 'tie back' braces - see structural
19. LP Smart Siding 1 x 4 trim to cover horiz. joints

Roofing:
20. Arch. grade asphalt shingles - (color TBD)
21. Corrugated Metal roofing, (color TBD)
23.

Misc.:
24. Indicates finished grade
25.
26. 36" guardrail per code - wood cap with 'hog wire' metal panels
27.

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STATE OF COLORADO
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Solstice Townhomes
Cardiff Glen Filing #8, Lots 95 & 96 Cardiff Glen PUD
Glenwood Springs, CO. 81615

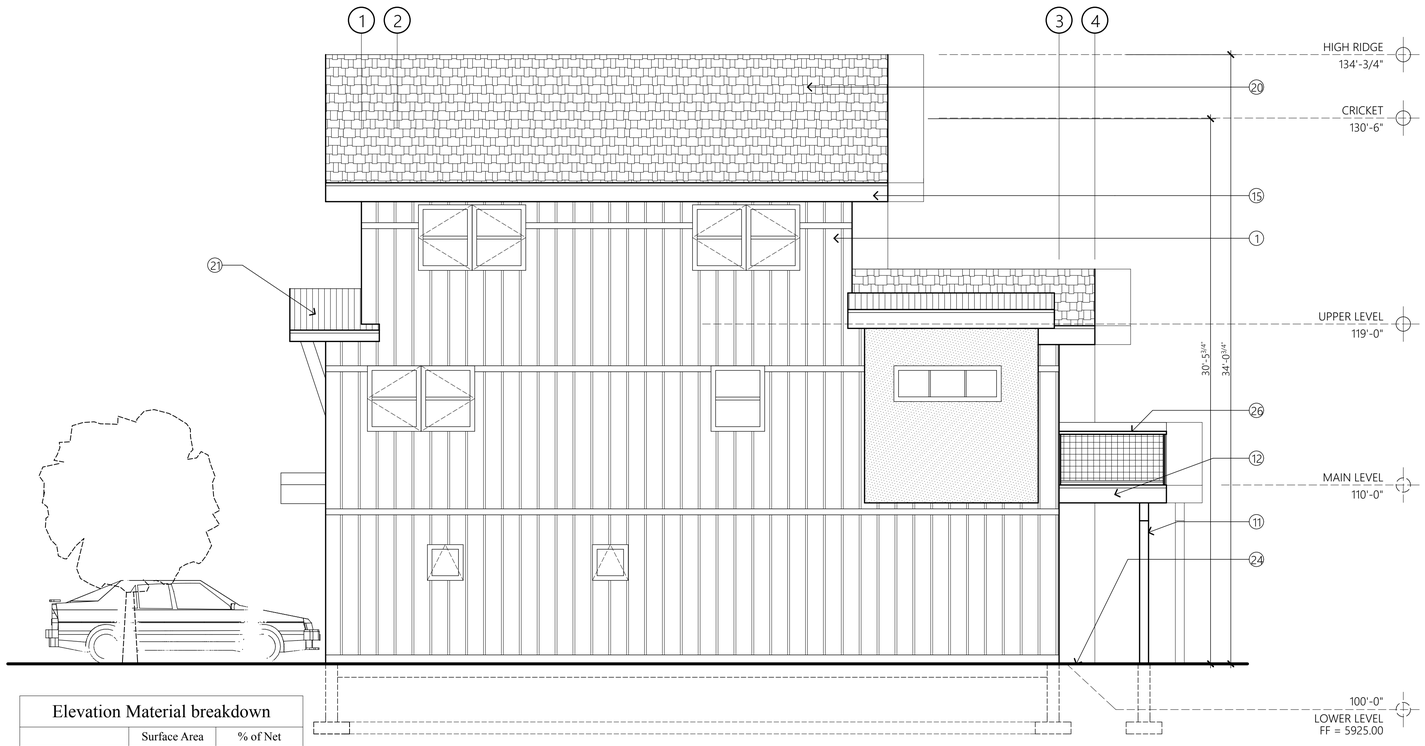
DRAWING	ISSUE
Development Plan Review set	10-22-18
Development Plan Review Updates	11-02-18
Development Plan Review Updates	11-12-18

Project designed and drawn to adhere to the 2015 IRC.

A3.5
Building 3 - Lot 96

BUILDING '3' ELEVATION
SCALE: 1/4" = 1'-0"
SOUTHEAST FACING

Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	2221.32 s.f.	100.0 %
Net Siding	1677.32 s.f.	75.0 %
Net EIFS	38.00 s.f.	04.0 %
Net Glazing	468.00 s.f.	21.0 %



BUILDING '3' ELEVATION
SCALE: 1/4" = 1'-0"
SOUTHWEST FACING END UNIT

Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	960.84 s.f.	100.0 %
Net Siding	769.14 s.f.	80.0 %
Net EIFS	94.70 s.f.	09.8 %
Net Glazing	97.00 s.f.	10.2 %

Design Combinations per PUD

1. Combinations of smaller masses: three story with 2 story elements.
2. Gabled roofs with cross gables, and secondary shed roofs for scale.
3. Moderate to steep roof pitches with overhanging eaves.
4. Front entry and windows facing the street.
5. Focal windows, door and window surrounds of human scale.
6. Exterior decks.
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8. Minimum of 2 parking spaces (1 inside, 1 outside) for each SFR.

Lot 96: Cardiff Glen PUD, Zoning Standards, R-3-PUD, Multi Family Residential, Section V1 Building Height item A. Residential (item 3) Lot 96, 40 feet (item 4)

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Exterior Materials Legend

Exterior Finishes:
1. LP Smart Siding, board and batten w/ 2" battens.
2. Stucco - color TBD
3. Concrete patio

Beams & Columns:
11. Steel Pipe Column - (size as shown)
12. Painted beam - see structural
13.
14.

Trim:
15. LP Smart Siding fascia - paint grade
16. Garage doors
18. Steel 'tie back' braces - see structural
19. LP Smart Siding 1 x 4 trim to cover horiz. joints

Roofing:
20. Arch. grade asphalt shingles - (color TBD)
21. Corrugated Metal roofing, (color TBD)
23.

Misc.:
24. Indicates finished grade
25.
26. 36" guardrail per code - wood cap with 'hog wire' metal panels
27.

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Solstice Townhomes

Cardiff Glen Filing #8, Lots 95 & 96 Cardiff Glen PUD
Glenwood Springs, CO. 81615

DRAWING ISSUE
Development Plan Review set 10-22-18
Development Plan Review Updates 11-02-18
Development Plan Review Updates 11-12-18

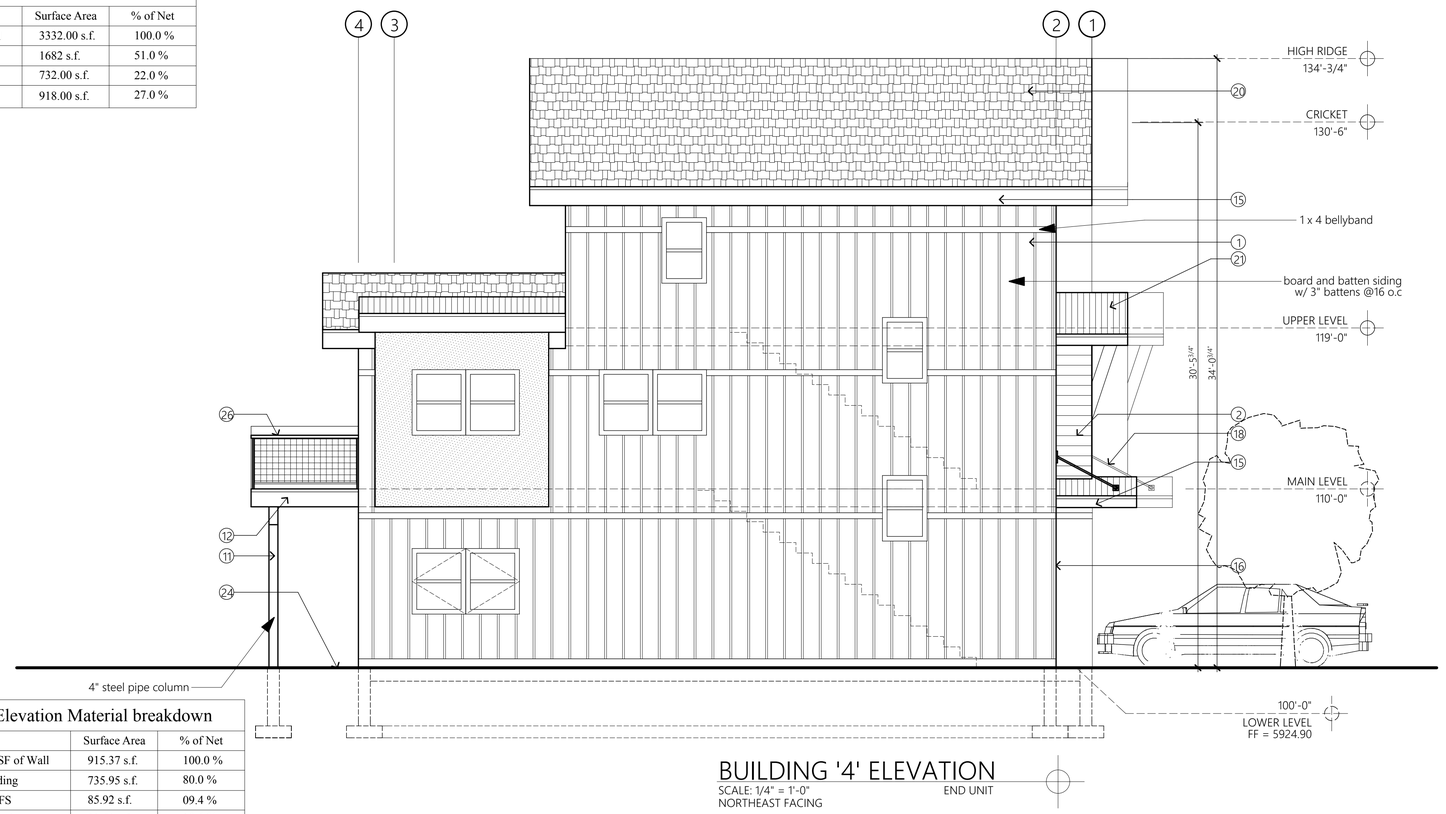
Project designed and drawn to adhere to the 2015 IRC.

A3.6
Building 3 - Lot 96

BUILDING '4' ELEVATION

SCALE: 1/4" = 1'-0"
NORTHWEST FACING

Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	3332.00 s.f.	100.0 %
Net Siding	1682 s.f.	51.0 %
Net EIFS	732.00 s.f.	22.0 %
Net Glazing	918.00 s.f.	27.0 %



Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	915.37 s.f.	100.0 %
Net Siding	735.95 s.f.	80.0 %
Net EIFS	85.92 s.f.	09.4 %
Net Glazing	93.50 s.f.	10.6 %

BUILDING '4' ELEVATION

SCALE: 1/4" = 1'-0"
NORTHEAST FACING
END UNIT

Design Combinations per PUD

1. Combinations of smaller masses: three story with 2 story elements.
2. Gabled roofs with cross gables, and secondary shed roofs for scale.
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8. Minimum of 2 parking spaces (1 inside, 1 outside) for each SFR.

Lot 96: Cardiff Glen PUD, Zoning Standards, R-3-PUD, Multi Family Residential, Section V1 Building Height item A. Residential (item 3) Lot 96, 40 feet (item 4)

Lot 95: 40 feet or as restricted by FAR Part 77 "Objects Affecting Navigable Airspace, whichever is more restrictive. Accordingly, Solstice Bldg. 1 on Lot 95 is therefore 24 feet and compliant with the TERMS AND CONDITIONS, PROVISIONS, RESTRICTIONS, EASEMENTS AND RIGHTS OF WAYAS CONTAINED IN THE AVIATIONAND HAZARDS EASEMENT RECORDED JUNE 24, 1999 IN BOOK 1136, AT PAGE 848, RECEPTION NO. 547814.

Exterior Materials Legend

Exterior Finishes:
1. LP Smart Siding, board and batten w/ 2" battens.
2. Stucco - color TBD
3. Concrete patio

Beams & Columns:
11. Steel Pipe Column - (size as shown)
12. Painted beam - see structural
13.
14.

Trim:
15. LP Smart Siding fascia - paint grade
16. Garage doors
18. Steel 'tie back' braces - see structural
19. LP Smart Siding 1 x 4 trim to cover horiz. joints

Roofing:
20. Arch. grade asphalt shingles - (color TBD)
21. Corrugated Metal roofing, (color TBD)
23.

Misc.:
24. Indicates finished grade
25.
26. 36" guardrail per code - wood cap with 'hog wire' metal panels
27.

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LICENSED ARCHITECT

Solstice Townhomes

Cardiff Glen Filing #8, Lots 95 & 96 Cardiff Glen PUD
Glenwood Springs, CO. 81615

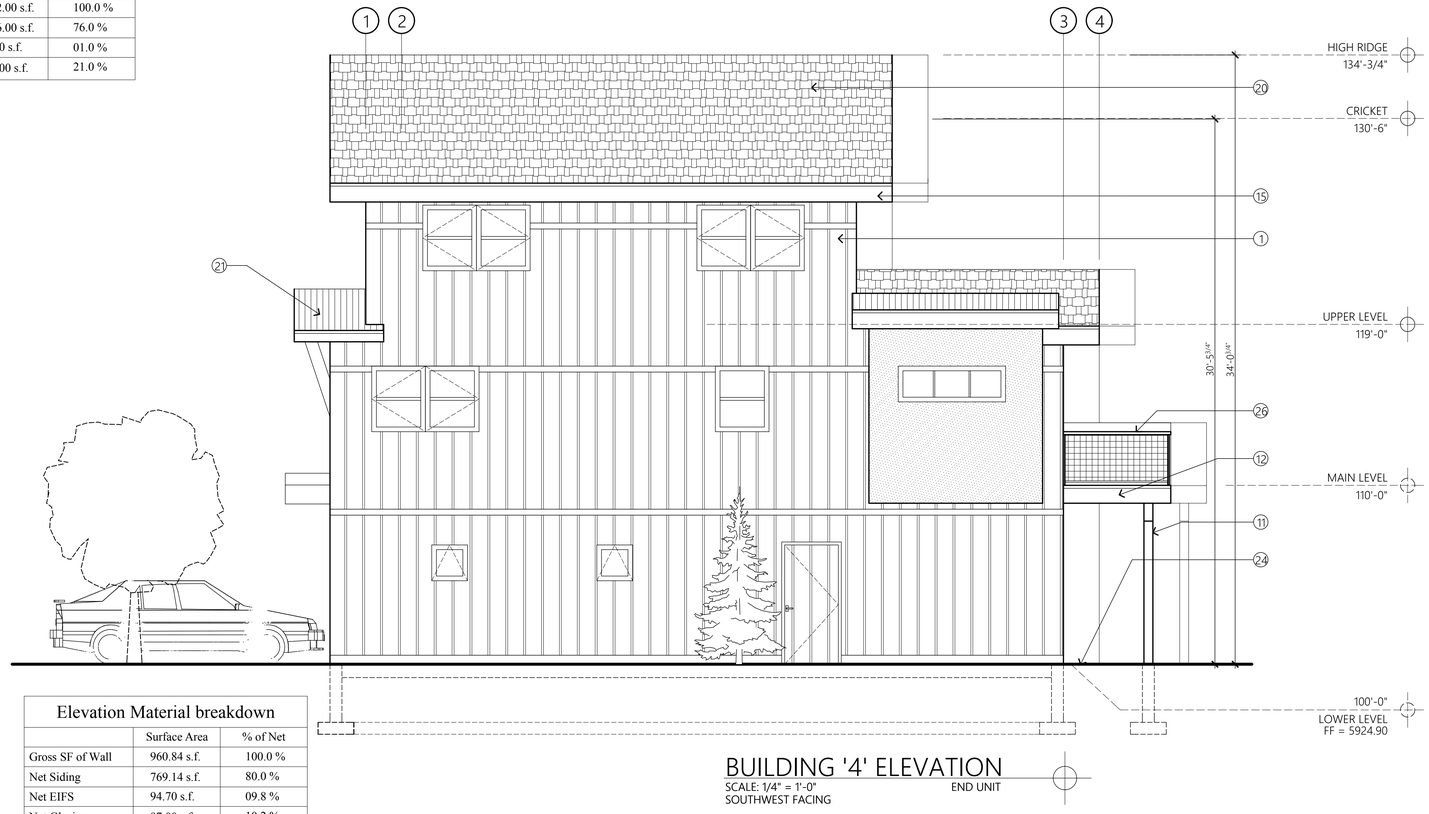
DRAWING	ISSUE
Development Plan Review set	10-22-18
Development Plan Review Updates	11-02-18
Development Plan Review Updates	11-12-18

Project designed and drawn to adhere to the 2015 IRC.

A3.7
Building 4 - Lot 96

BUILDING '4' ELEVATION
SCALE: 1/4" = 1'-0"
SOUTHEAST FACING

Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	3332.00 s.f.	100.0 %
Net Siding	2516.00 s.f.	76.0 %
Net EIFS	38.00 s.f.	01.0 %
Net Glazing	702.00 s.f.	21.0 %



BUILDING '4' ELEVATION
SCALE: 1/4" = 1'-0" END UNIT
SOUTHWEST FACING

Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	960.84 s.f.	100.0 %
Net Siding	769.14 s.f.	80.0 %
Net EIFS	94.70 s.f.	09.8 %
Net Glazing	97.00 s.f.	10.2 %

Design Combinations per PUD

1. Combinations of smaller masses: three story with 2 story elements.
2. Gabled roofs with cross gables, and secondary shed roofs for scale.
3. Moderate to steep roof pitches with overhanging eaves.
4. Front entry and windows facing the street.
5. Focal windows, door and window surrounds of human scale.
6. Exterior decks.
7. Uniform setbacks from street for SFR.
8. Minimum of 2 parking spaces (1 inside, 1 outside) for each SFR.

Lot 96: Cardiff Glen PUD, Zoning Standards, R-3-PUD, Multi Family Residential, Section V1 Building Height item A. Residential (item 3) Lot 96, 40 feet (item 4)

Lot 95: 40 feet or as restricted by FAR Part 77 "Objects Affecting Navigable Airspace, whichever is more restrictive. Accordingly, Solstice Bldg. 1 on Lot 95 is therefore 24 feet and compliant with the TERMS AND CONDITIONS, PROVISIONS, RESTRICTIONS, EASEMENTS AND RIGHTS OF WAYAS CONTAINED IN THE AVIATIONAND HAZARDS EASEMENT RECORDED JUNE 24, 1999 IN BOOK 1136, AT PAGE 848, RECEPTION NO. 547814.

Exterior Materials Legend

Exterior Finishes:
1. LP Smart Siding, board and batten w/ 2" battens.
2. Stucco - color TBD
3. Concrete patio

Beams & Columns:
11. Steel Pipe Column - (size as shown)
12. Painted beam - see structural
13.
14.

Trim:
15. LP Smart Siding fascia - paint grade
16. Garage doors
18. Steel 'tie back' braces - see structural
19. LP Smart Siding 1 x 4 trim to cover horiz. joints

Roofing:
20. Arch. grade asphalt shingles - (color TBD)
21. Corrugated Metal roofing, (color TBD)
23.

Misc.:
24. Indicates finished grade
25.
26. 36" guardrail per code - wood cap with 'hog wire' metal panels
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Solstice Townhomes

Cardiff Glen Filing #8, Lots 95 & 96 Cardiff Glen PUD
Glenwood Springs, CO. 81615

DRAWING	ISSUE
Development Plan Review set	10-22-18
Development Plan Review Updates	11-02-18
Development Plan Review Updates	11-12-18

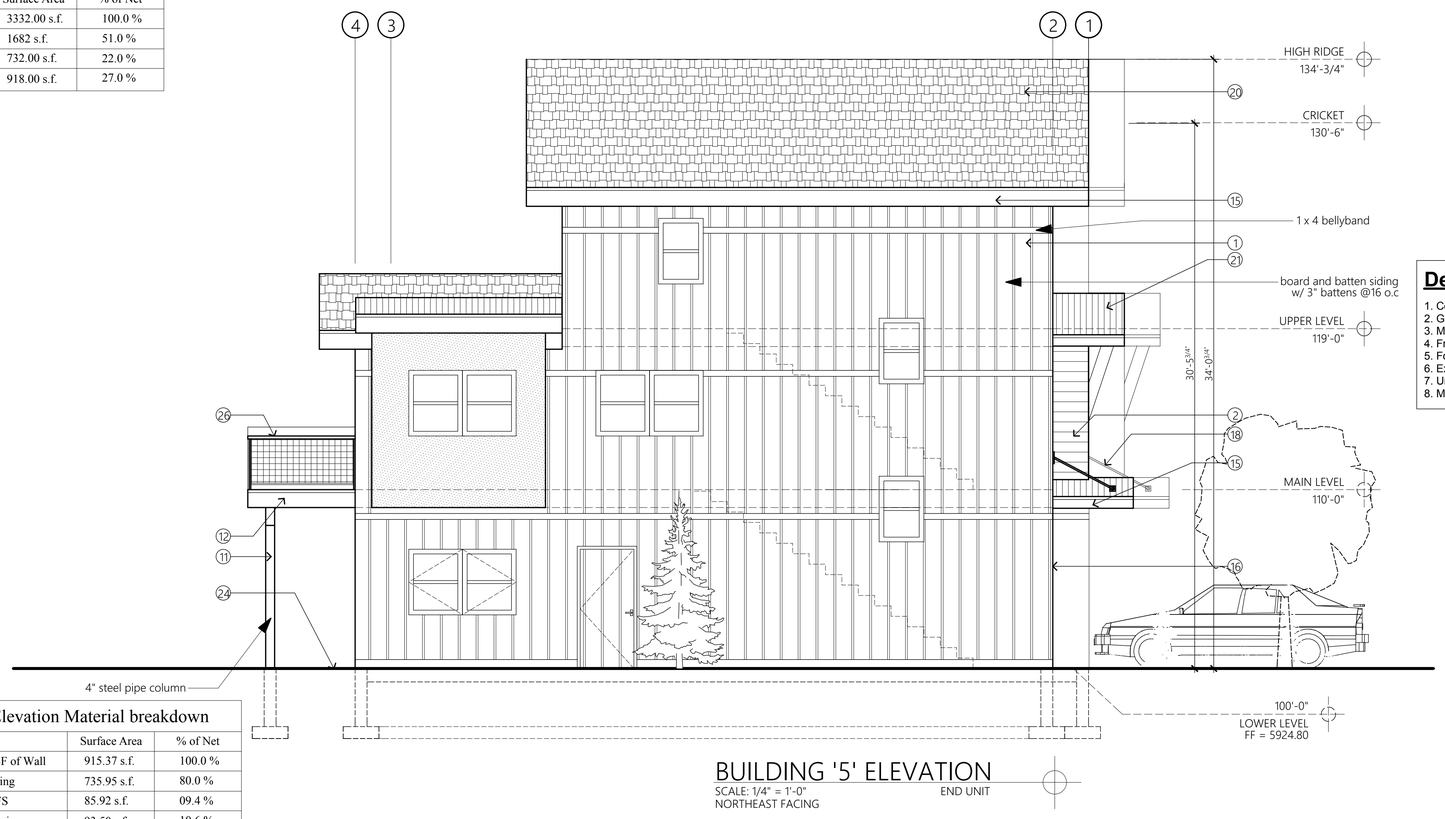
Project designed and drawn to adhere to the 2015 IRC.

A3.8
Building 4 - Lot 96

BUILDING '5' ELEVATION

SCALE: 1/4" = 1'-0"
SOUTHEAST FACING

Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	3332.00 s.f.	100.0 %
Net Siding	1682 s.f.	51.0 %
Net EIFS	732.00 s.f.	22.0 %
Net Glazing	918.00 s.f.	27.0 %



BUILDING '5' ELEVATION

SCALE: 1/4" = 1'-0"
NORTHEAST FACING

END UNIT

Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	915.37 s.f.	100.0 %
Net Siding	735.95 s.f.	80.0 %
Net EIFS	85.92 s.f.	09.4 %
Net Glazing	93.50 s.f.	10.6 %

Design Combinations per PUD

1. Combinations of smaller masses: three story with 2 story elements.
2. Gabled roofs with cross gables, and secondary shed roofs for scale.
3. Moderate to steep roof pitches with overhanging eaves.
4. Front entry and windows facing the street.
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7. Uniform setbacks from street for SFR.
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Exterior Materials Legend

Exterior Finishes:

1. LP Smart Siding, board and batten w/ 2" battens.
2. Stucco - color TBD
3. Concrete patio

Beams & Columns:

11. Steel Pipe Column - (size as shown)
12. Painted beam - see structural
13.
14.

Trim:

15. LP Smart Siding fascia - paint grade
16. Garage doors
18. Steel 'tie back' braces - see structural
19. LP Smart Siding 1 x 4 trim to cover horiz. joints

Roofing:

20. Arch. grade asphalt shingles - (color TBD)
21. Corrugated Metal roofing, (color TBD)
23.

Misc.:

24. Indicates finished grade
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26. 36" guardrail per code - wood cap with 'hog wire' metal panels
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Solstice Townhomes

Cardiff Glen Filing #8, Lots 95 & 96 Cardiff Glen PUD
Glenwood Springs, CO. 81615

DRAWING ISSUE
Development Plan Review set 10-22-18
Development Plan Review Updates 11-02-18
Development Plan Review Updates 11-12-18

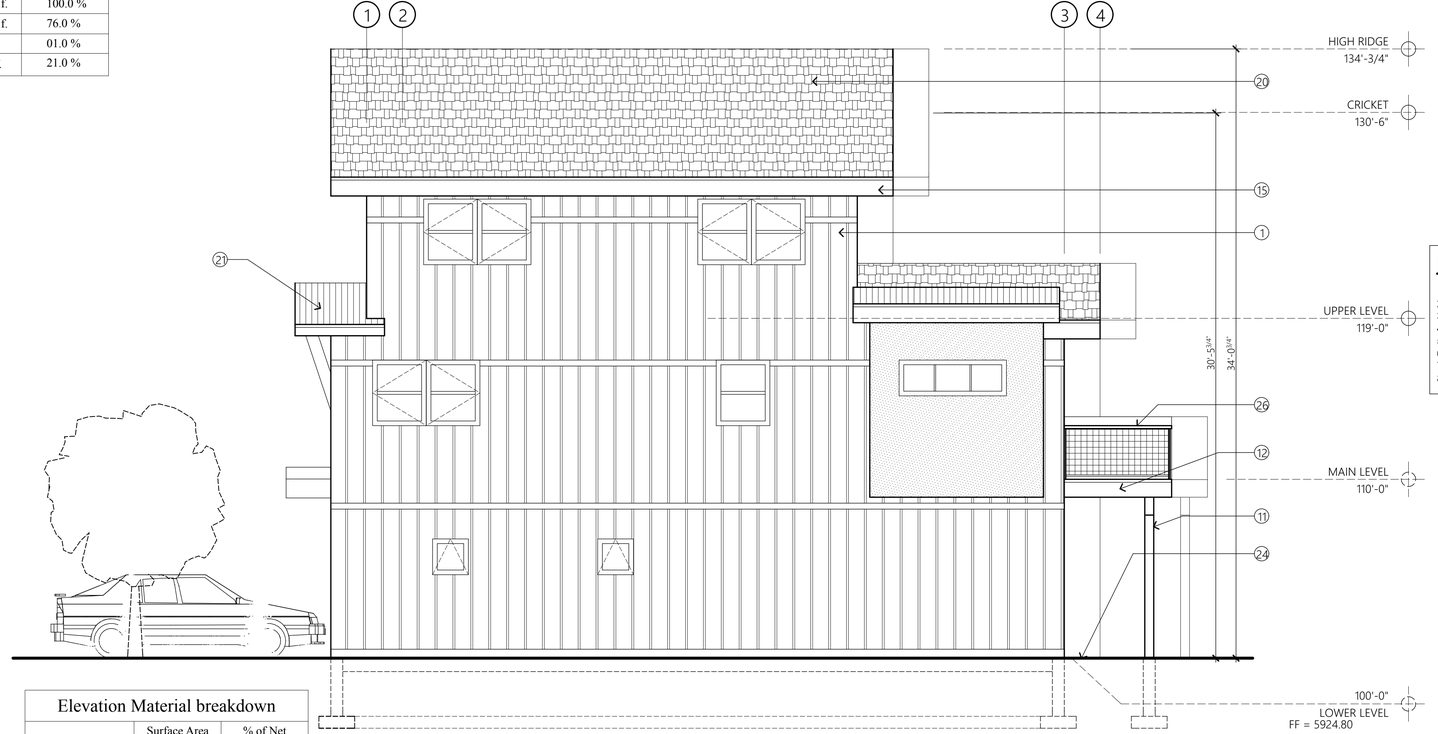
Project designed and drawn to adhere to the 2015 IRC.

A3.9
Building 5 - Lot 96

BUILDING '5' ELEVATION

SCALE: 1/4" = 1'-0"
NORTHWEST FACING

Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	3332.00 s.f.	100.0 %
Net Siding	2516.00 s.f.	76.0 %
Net EIFS	38.00 s.f.	01.0 %
Net Glazing	702.00 s.f.	21.0 %



BUILDING '5' ELEVATION

SCALE: 1/4" = 1'-0"
SOUTHWEST FACING END UNIT

Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	960.84 s.f.	100.0 %
Net Siding	769.14 s.f.	80.0 %
Net EIFS	94.70 s.f.	09.8 %
Net Glazing	97.00 s.f.	10.2 %

Design Combinations per PUD

1. Combinations of smaller masses: three story with 2 story elements.
2. Gabled roofs with cross gables, and secondary shed roofs for scale.
3. Moderate to steep roof pitches with overhanging eaves.
4. Front entry and windows facing the street.
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Lot 96: Cardiff Glen PUD, Zoning Standards, R-3-PUD, Multi Family Residential, Section V1 Building Height item A. Residential (item 3) Lot 96, 40 feet (item 4)

Lot 95: 40 feet or as restricted by FAR Part 77 "Objects Affecting Navigable Airspace, whichever is more restrictive. Accordingly, Solstice Bldg. 1 on Lot 95 is therefore 24 feet and compliant with the TERMS AND CONDITIONS, PROVISIONS, RESTRICTIONS, EASEMENTS AND RIGHTS OF WAYAS CONTAINED IN THE AVIATIONAND HAZARDS EASEMENT RECORDED JUNE 24, 1999 IN BOOK 1136, AT PAGE 848, RECEPTION NO. 547814.

Exterior Materials Legend

Exterior Finishes:

1. LP Smart Siding, board and batten w/ 2" battens.
2. Stucco - color TBD
3. Concrete patio

Beams & Columns:

11. Steel Pipe Column - (size as shown)
12. Painted beam - see structural
13.
14.

Trim:

15. LP Smart Siding fascia - paint grade
16. Garage doors
18. Steel 'tie back' braces - see structural
19. LP Smart Siding 1 x 4 trim to cover horiz. joints

Roofing:

20. Arch. grade asphalt shingles - (color TBD)
21. Corrugated Metal roofing, (color TBD)
23.

Misc.:

24. Indicates finished grade
25.
26. 36" guardrail per code - wood cap with 'hog wire' metal panels
27.

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Solstice Townhomes

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Glenwood Springs, CO. 81615

DRAWING ISSUE
Development Plan Review set 10-22-18
Development Plan Review Updates 11-02-18
Development Plan Review Updates 11-12-18

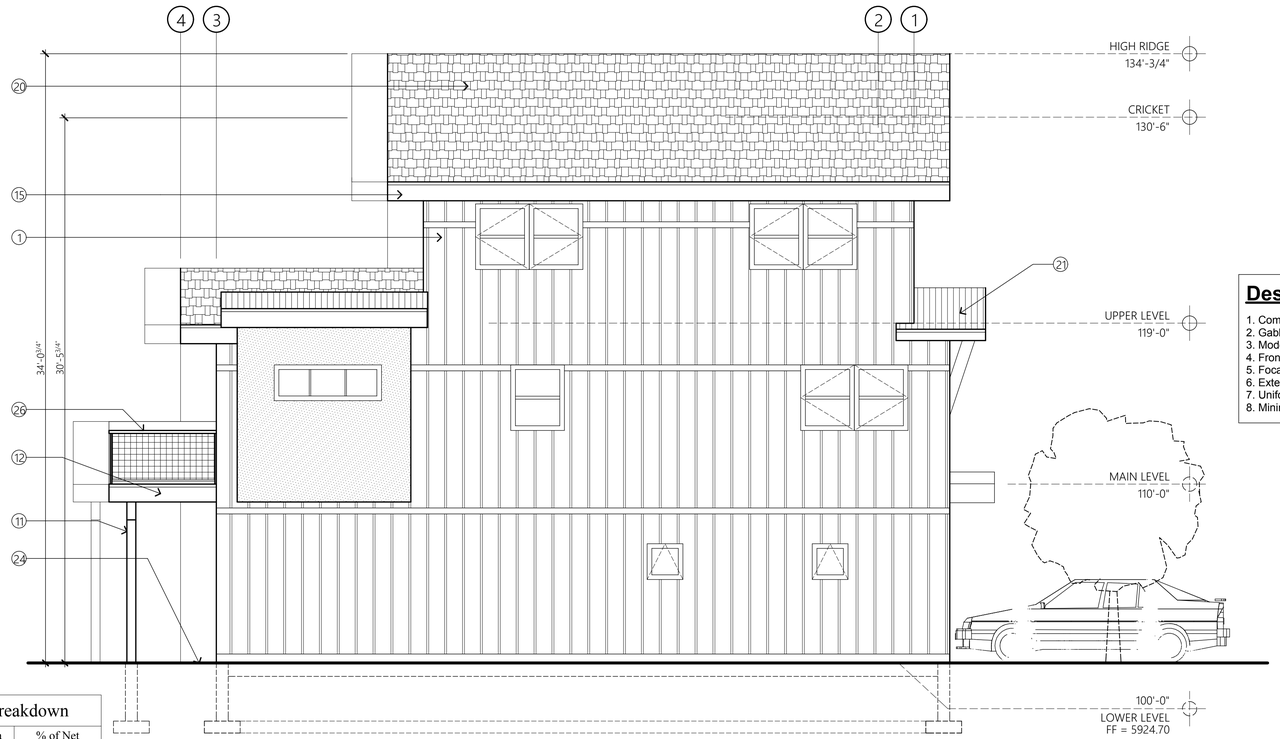
Project designed and drawn to adhere to the 2015 IRC.

A3.10
Building 5 - Lot 96

BUILDING '3' ELEVATION

SCALE: 1/4" = 1'-0"
SOUTHEAST FACING

Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	2221.32 s.f.	100.0 %
Net Siding	1121.32 s.f.	51.5 %
Net EIFS	488.00 s.f.	21.5 %
Net Glazing	612.00 s.f.	27.0 %



BUILDING '6' ELEVATION

SCALE: 1/4" = 1'-0"
SOUTHWEST FACING
END UNIT

Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	960.84 s.f.	100.0 %
Net Siding	769.14 s.f.	80.0 %
Net EIFS	94.70 s.f.	09.8 %
Net Glazing	97.00 s.f.	10.2 %

Design Combinations per PUD

1. Combinations of smaller masses: three story with 2 story elements.
2. Gabled roofs with cross gables, and secondary shed roofs for scale.
3. Moderate to steep roof pitches with overhanging eaves.
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Exterior Materials Legend

Exterior Finishes:

1. LP Smart Siding, board and batten w/ 2" battens.
2. Stucco - color TBD
3. Concrete patio

Beams & Columns:

11. Steel Pipe Column - (size as shown)
12. Painted beam - see structural
13.
14.

Trim:

15. LP Smart Siding fascia - paint grade
16. Garage doors
18. Steel 'tie back' braces - see structural
19. LP Smart Siding 1 x 4 trim to cover horiz. joints

Roofing:

20. Arch. grade asphalt shingles - (color TBD)
21. Corrugated Metal roofing, (color TBD)
23.

Misc.:

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25.
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LICENSED ARCHITECT

Solstice Townhomes

Cardiff Glen Filing #8, Lots 95 & 96 Cardiff Glen PUD
Glenwood Springs, CO. 81615

DRAWING ISSUE
Development Plan Review set 10-22-18
Development Plan Review Updates 11-02-18
Development Plan Review Updates 11-12-18

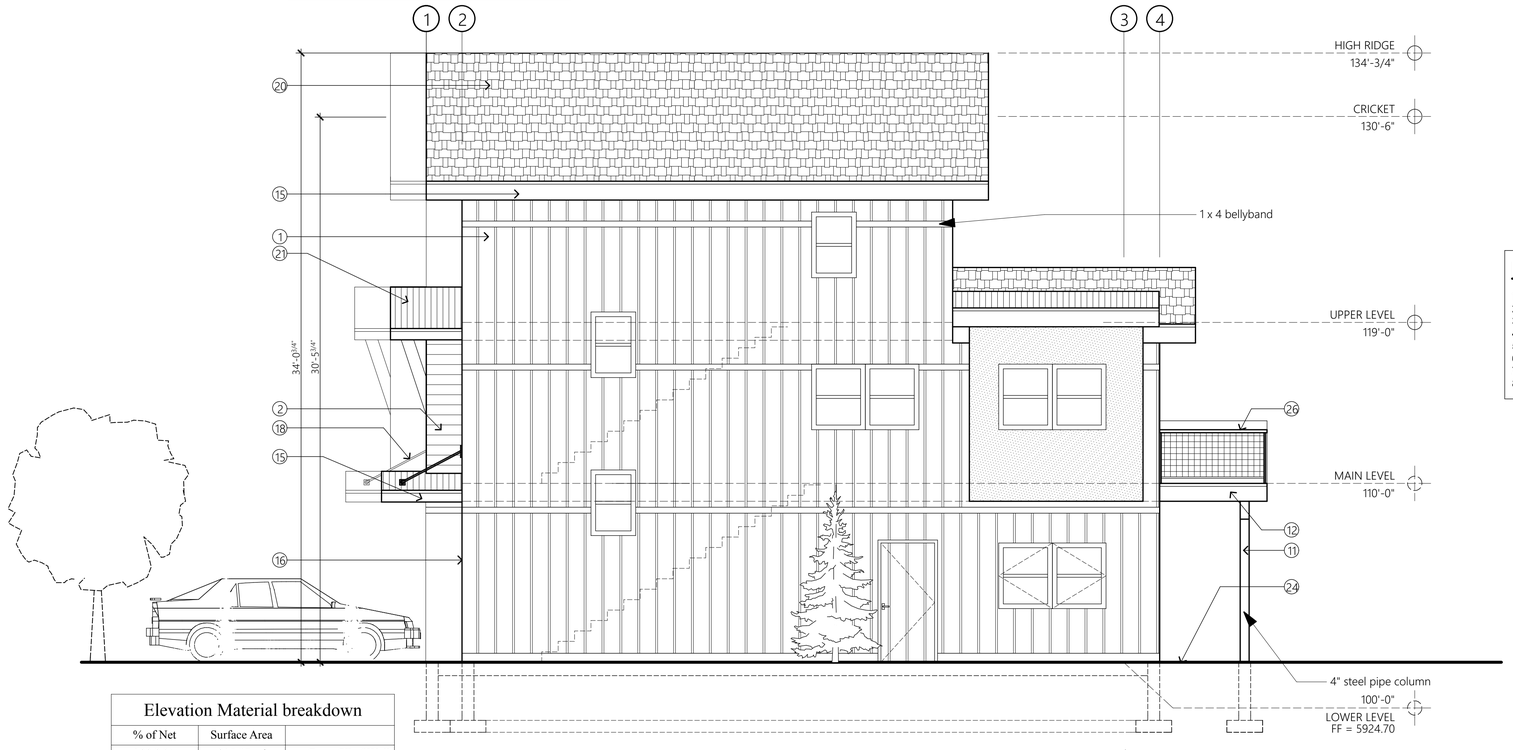
Project designed and drawn to adhere to the 2015 IRC.

A3.11
Building 6 - Lot 96

Elevation Material breakdown		
	Surface Area	% of Net
Gross SF of Wall	2221.32 s.f.	100.0 %
Net Siding	1677.32 s.f.	75.0 %
Net EIFS	38.00 s.f.	04.0 %
Net Glazing	468.00 s.f.	21.0 %

BUILDING '6' ELEVATION

SCALE: 1/4" = 1'-0"
NORTHWEST FACING



Elevation Material breakdown		
% of Net	Surface Area	
100.0 %	915.37 s.f.	Gross SF of Wall
80.0 %	735.95 s.f.	Net Siding
09.4 %	85.92 s.f.	Net EIFS
10.6 %	93.50 s.f.	Net Glazing

BUILDING '6' ELEVATION

SCALE: 1/4" = 1'-0"
NORTHEAST FACING END UNIT

Design Combinations per PUD

1. Combinations of smaller masses: three story with 2 story elements.
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Exterior Materials Legend

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2. Stucco - color TBD
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Beams & Columns:
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DRAWING ISSUE

Development Plan Review set 10-22-18
Development Plan Review Updates 11-02-18
Development Plan Review Updates 11-12-18

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A3.12
Building 6 - Lot 96

EARTHWORK

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LEGAL DISPOSAL OF ANY EXCESS SOIL, DEBRIS AND WASTE MATERIAL OFF OF THE PROJECT SITE.

2. ANY MATERIAL NOT SUITABLE FOR BACKFILL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF, BY AND AT THE EXPENSE OF THE CONTRACTOR.

NPDES DRAINAGE WATER QUALITY NOTES:

1. THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL REMOVE ALL SEDIMENTS, MUD, AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOW LINES AND PUBLIC RIGHTS-OF-WAY AS A RESULT OF THIS CONSTRUCTION PROJECT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER.

2. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE TO THE STORM SEWER INLETS IS PROHIBITED.

3. THE CONTRACTOR SHALL PROTECT ALL STORM SEWER FACILITIES ADJACENT TO ANY LOCATION WHERE PAVEMENT CUTTING OPERATION, INVOLVING WHEEL CUTTING, SAW CUTTING OR ABRASIVE WATER JUST CUTTING ARE TO TAKE PLACE. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL WASTE PRODUCTS GENERATED BY SAID CUTTING OPERATIONS ON A DAILY BASIS. THE DISCHARGE OF ANY WATER CONTAMINATED BY WASTE PRODUCTS FROM CUTTING OPERATIONS TO THE STORM SEWER IS PROHIBITED.

4. THE CONTRACTOR MUST KEEP ALL POLLUTANTS, INCLUDING TRENCH BACKFILL MATERIAL, FROM WASHING INTO THE STORM SEWER SYSTEM.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A STORM WATER MANAGEMENT PLAN PERMIT.

UTILITY GENERAL NOTES:

1. ANY CONTRACTOR-CAUSED DAMAGE TO UTILITY AND/OR SERVICE LINES SHOWN OR NOT SHOWN ON THE PLANS, SHALL BE REPAIRED OR REPLACED AT NO COST TO THE CITY OF GLENWOOD SPRINGS OR THE RESIDENTS OF CARDIFF GLEN, AND AND SHALL BE ACCOMPLISHED BY THE CONTRACTOR, SUBCONTRACTOR OR AS APPROVED BY THE CITY ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY COMPANIES PRIOR TO COMMENCING WORK IN THE PROJECT AREA. LIKEWISE, THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING HIS WORK AND THAT OF THE INVOLVED UTILITIES IN THE PROJECT AREA.

2. UNDERGROUND UTILITY LINES HAVE NOT BEEN SHOWN SHOWN ON THE PLANS, HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION AND PROTECTION OF ALL UTILITIES IN PLACE.

3. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811 TWO BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION OR GRADING.

4. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL UTILITY AND STRUCTURES AFFECTED BY THE WORK AND ANY DAMAGE SHALL BE REPAIRED AND RESTORED TO THE SATISFACTION OF THE CITY OF GLENWOOD SPRINGS AND THE ASSOCIATED UTILITY SERVICE PROVIDERS. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL UTILITY RELOCATIONS AS NECESSARY.

GENERAL CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL LABOR, MATERIAL, EQUIPMENT AND INCIDENTAL ITEMS NEEDED TO PROVIDE ADEQUATE CONSTRUCTION SIGNING, BARRICADES, TRAFFIC CONTROL DEVICES AND OTHER RELATED ITEMS FOR THE PROJECT AREAS, DURING THE CONSTRUCTION PERIOD.

2. ALL SIDEWALK AND PAVED DRIVEWAY REMOVALS SHALL BE BOUNDED BY JOINTS OR SAWCUTS. SAWCUTTING IS TO BE CONSIDERED AN INCIDENTAL ITEM AND THE COST OF THIS ITEM IS TO BE INCLUDED IN OTHER PAY ITEMS.

3. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO THE START OF WORK.

4. ANY SURPLUS EXCAVATION TO INCLUDE BUT NOT LIMITED TO THE REMOVAL OF LANDSCAPING FOR SIDEWALK INSTALLATION SHALL BECOME THE PROPERTY OF THE CONTRACTOR, AND DISPOSAL SHALL BE THE CONTRACTOR'S RESPONSIBILITY AT NO ADDITIONAL COST.

5. THE CONTRACTOR SHALL REMOVE AND STOCKPILE ALL SALVAGED TOPSOIL TO BE USED LATER AS BACKFILL BEHIND CURBS AND DRIVES OR IN THE RESTORATION OF DISTURBED AREAS. THIS WORK IS TO BE CONSIDERED AN INCIDENTAL ITEM AND THE COST OF THIS ITEM IS TO BE INCLUDED IN OTHER PAY ITEMS.

6. THE CONTRACTOR SHALL LEVEL ALL DISTURBED AREAS WITH TOPSOIL AND HAND-RAKE TO A UNIFORM APPEARANCE. THE AREA SHALL BE SEEDED WITH PROTECTIVE STRAW MAT COVER DURING WINTER MONTHS, SODDED OR SEEDED IN A FASHION THAT PREVENTS THE EFFECTS OF EROSION.

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH CDOT AND THE CITY OF GLENWOOD MUNICIPAL CODE, ENGINEERING DEPARTMENT, GENERAL PROVISIONS, SPECIAL PROVISIONS, ENGINEERING SPECIFICATIONS, REVISIONS TO STANDARD SPECIFICATIONS AND SUPPLEMENTAL SPECIFICATIONS, CDOT STANDARD SPECIFICATIONS, LATEST REVISION.

2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS AND REGULATIONS AS SET FORTH BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.).

3. NO FIELD CHANGES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.

4. SUBMITTALS SHALL BE MADE FOR ALL MATERIALS TO BE INCORPORATED INTO THE PROJECT.

5. THE CONTRACTOR SHALL OBTAIN AN APPROVED TRAFFIC CONTROL PLAN PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.

6. STORAGE IS NOT ALLOWED IN THE PUBLIC ROW.

7. ALL CONSTRUCTION IS TO INCLUDE COMPACTION AND FINISH GRADING IN THE UNIT PRICE RELATED WORK ITEM.

8. ALL WORK SHALL BE DONE TO THE LINES, GRADES, SECTIONS, AND ELEVATIONS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER.

9. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF GLENWOOD'S SPRINGS AND THE ENGINEER.

10. THE ENGINEER SHALL BE NOTIFIED WITHIN 48 HOUR PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

11. DIMENSIONS AND RADII ARE SHOWN TO THE FLOW LINE OF CURB UNLESS OTHERWISE SHOWN.

12. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND/OR TOE'S OF SLOPE AS SHOWN ON THE PLANS. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITIONS BY THE CONTRACTOR AT HIS/HER OWN EXPENSE.

13. THE CONTRACTOR SHALL NOT REMOVE AND SHALL PROTECT FROM DAMAGE ALL TREES, BUSHES, AND EXISTING IMPROVEMENTS INSIDE AND OUTSIDE THE LIMITS OF WORK. SPECIFIC PROVISIONS ARE SHOWN ON THE PLANS.

14. NO TREES SHALL BE REMOVED OR TRIMMED WITHOUT PRIOR ACKNOWLEDGEMENT OF THE PROPERTY OWNER AND/OR PROJECT ENGINEER OR LANDSCAPE ARCHITECT.

15. THE CONTRACTOR SHALL PROTECT THE EXISTING DRAINAGE STRUCTURES AND REROUTE ANY RUNOFF AS NECESSARY DURING CONSTRUCTION ACTIVITIES TO PREVENT EROSION AND DAMAGE.

16. THE CONTRACTOR SHALL PROVIDE SAFE PEDESTRIAN ACCESS AT ALL TIMES DURING THE PROJECT.

17. THE CONTRACTOR SHALL CLOSELY MONITOR ACCESS FOR HEAVY CONSTRUCTION EQUIPMENT THROUGH THE PROJECT.

18. WHERE PAVEMENT IS TO ABUT EXISTING PAVEMENT, THE EXISTING PAVEMENT SHALL BE REMOVED TO A NEAT VERTICAL LINE BY FULL DEPTH SAWING. SAWING WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCIDENTAL TO "REMOVAL OF ASPHALT PAVEMENT" THE CONTRACTOR WILL BE REQUIRED TO PAINT THE EDGE OF THE CUT PAVEMENT WITH DILUTED EMULSIFIED ASPHALT (SLOW SETTING) PRIOR TO PAVING OPERATIONS. VERTICAL EDGES SHALL NOT REMAIN OVERNIGHT. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF ONE PART EMULSIFIED ASPHALT AND ONE PART WATER.

19. WATER SHALL BE USED AS A DUST PALLIATIVE WHERE REQUIRED. LOCATIONS SHALL BE AS ORDERED. THE COST OF WATER SHALL BE INCIDENTAL TO OTHER BID ITEMS.

20. THE PHYSICAL FEATURES REQUIRING REMOVAL OR OBLITERATION WITHIN THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE DISPOSED OF OFF-SITE.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING ANY MONUMENT, RANGE POINTS, TIES, BENCHMARKS AND/OR SURVEY CONTROL POINTS WHICH MAY BE DISTRIBUTED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A REGISTERED PROFESSIONAL LAND SURVEYOR AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO.

22. THE CONTRACTOR SHALL HAVE A COPY OF ALL APPLICABLE STANDARDS ON SITE FOR THE DURATION OF THE PROJECT WITH APPROPRIATE MONUMENTATION AS MAY BE NECESSARY SET BY A REGISTERED PROFESSIONAL LAND SURVEYOR.

23. THE CONTRACTOR SHALL NOT STOCKPILE MATERIAL WITHIN 10 FEET OF THE EDGE OF THE TRAVELED WAY.

24. ANY LAYER OF BITUMINOUS PAVEMENT THAT IS TO HAVE SUCCEEDING LAYER PLACED THEREON SHALL BE COMPLETED FULL WIDTH BEFORE SUCCEEDING LAYER IS PLACED.

25. BEFORE PLACEMENT OF THE TACK COAT, THE CONTRACTOR SHALL CLEAN THE PRESENT ROADWAY AS DIRECTED. CLEANING WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE PROJECT.

26. A TACK COAT OF EMULSIFIED ASPHALT (SLOW SETTING) IS TO BE APPLIED BETWEEN PAVEMENT COURSES TO IMPROVE BOND. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF 1 PART EMULSIFIED ASPHALT AND 1 PART WATER.

27. IF SHOWN ON PLANS STORM INLET STATIONING AND ELEVATION REFERENCE CENTER OF BOX. STORM MANHOLE STATIONING REFERENCE CENTER OF MANHOLE.

28. THE CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN TEMPORARY TRAFFIC CONTROL DEVICES NECESSARY THROUGHOUT THE DURATION OF CONSTRUCTION.

29. ANY DISCREPANCY WITHIN THESE PLANS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OF THE ENGINEER AND WORK SHALL STOP UNTIL THE DISCREPANCY IS DISCUSSED AND DECISIONS/AGREEMENTS HAVE BEEN MADE.

30. EROSION CONTROL PLANNING SHOULD BE INCLUSIVE OF ALL EROSION CONTROL MEASURES; INCLUDING, BUT NOT LIMITED TO, CONTROLLED ENTRANCE/EXIT LOCATIONS, VEHICLE TRACKING CONTROL, CONCRETE WASHOUT, EROSION CONTROL BLANKETS, SEEDING/MULCHING, ETC. A PERMIT WILL BE REQUIRED THROUGH THE CDPHE FOR STORMWATER DISCHARGES RELATED TO CONSTRUCTION ACTIVITIES FOR A TOTAL DISTURBANCE GREATER THAN ONE (1) ACRE. THE APPROVED SWMP SHALL BE SUBMITTED TO THE CITY OF GLENWOOD SPRINGS.

31. CONTRACTOR SHALL VERIFY THAT ALL ADA LANDINGS ARE NO STEEPER THAN A 2% GRADE IN ALL DIRECTIONS.

SPECIAL PROJECT NOTES:

1. THE ANTICIPATED START OF DATE FOR INFRASTRUCTURE WILL BE LATE 2018 OR EARLY 2019 DEPENDING ON ENTITLEMENTS, PERMITTING, AND WEATHER CONDITIONS. THE INFRASTRUCTURE WILL BE COMPLETED BY FALL OF 2019.

2. THE TRACKING ON MUD ONTO LOCAL STREETS SHALL NOT BE PERMITTED.

3. PROJECT ELEVATION BENCHMARK IS LOCATED AT CENTER OF THE FOLLOWING INTERSECTION: CRAWFORD WAY/STOCKTON LANE HAVING AN ELEVATION OF 5923.80.

COLORADO LICENSED PROFESSIONAL ENGINEER 35085 10/22/18

SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

DATE OF PREPARATION: 10-22-18

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D	SOLSTICE	GLENWOOD SPRINGS, COLORADO
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net						CARDIFF GLEN SUBDIVISION - LOTS 95 AND 96 GENERAL NOTES	

SCALE:	JOB NO:	DATE:
N.T.S.	2018.15	10-22-18

SHEET NO: C1

GENERAL NOTES SEWER:

1. THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN PLOTTED BASED ON A COMBINIATION OF UTILITY MAPS AND FIELD SURVEY. IN SOME INSTANCES THESE UTILITIES, AS SHOWN, MAY NOT REPRESENT ACTURAL FIELD CONDITIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES FOR FIELD UTILITY LOCATES 48 HOURS PRIOR TO CONSTRUCTION.

   GLENWOOD WATER AND SANITATION 945-7685
   GLENWOOD ELECTRIC DEPARTMENT 945-6672
   UTILITY NOTIFICATION CENTER OF COLORADO (UNC) 1-800-922-1987

2. A MINIMUM OF TEN (10) FEET SEPARATION SHALL BE MAINTAINED BETWEEN WATER LINES AND SANITARY SEWER LINES (EDGE TO EDGE). IF THIS IS NOT FEASIBLE, SEPARATION BETWEEN WATER AND SEWER LINES SHALL BE EIGHTEEN (18) INCHES BETWEEN THE CROWN OF THE SEWER LINE AND THE INVERT OF THE WATER LINE. SEWER LINE SHALL BE ENCASED ACCORDING TO THE STANDARD DETAIL (SEE SEWER DETAILS SHEET). IN ALL CASES, INSTALLATION OF WATER AND SEWER LINES SHALL CONFORM TO COLORADO DEPARTMENT OF HEALTH STANDARDS AND SPECIFICATIONS.

3. ALL SEWER LINE AND WATER LINE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GLENWOOD RULES AND REGULATIONS.

4. ALL ENDS OF SEWER SERVICE LINES AND FUTURE STUBS SHALL BE MARKED WITH A METAL FENCE POST, PAINTED GREEN FOR SEWER.

5. CONTRACTOR TO EXCAVATE ALL CONNECTION LOCATIONS TO EXISTING SEWER LINE. CONTRACTOR SHALL VERIFY THE INVERT ELEVATION AND LOCATION AND REPORT TO ENGINEER. GRADES WILL BE ADJUSTED IN THE FIELD IF NECESSARY.

6. SEWER PIPE SHALL BE SDR 35 PVC.

7. SEWER SERVICE SIZES SHALL BE 4" UNLESS OTHERWISE NOTED.

8. SEWER SERVICES SHALL BE CONSTRUCTED AT A MINIMUM 2% GRADE FROM SEWER MAIN TO TERMINATION POINT.

9. ALL EXISTING UTILITY SERVICE SHALL BE MAINTAINED CONTINUOUSLY THROUGHOUT CONSTRUCTION OF THE PROJECT UNLESS PRIOR PERMISSION IS OBTAINED FROM UTILITY SERVICE PROVIDER. EXCEPT AS NOTED ON THE PLANS AND IN THE SPECIFICATIONS, ANY INTERUPTIONS AND/OR DAMAGE CAUSED TO EXISTING UTILITY FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

10. CONTRACTOR SHALL LIMIT THE CONSTRUCTION OPERATION TO THE PUBLIC R.O.W. OR CARDIFF GLEN P.U.D. AREA. ANY CONSTRUCTION ACTIVITIES OUTSIDE SAID PROPERTY SHALL REQUIRE PRIOR APPROVAL BY ENGINEER. AY DAMAGE TO PRIVATE PROPERTY BY THE CONTRACTOR OUTSIDE SAID PROPERTY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

11. INSTALLATION OF SEWER LINES THAT CROSS WATER LINES SHALL BE IN ACCORDANCE WITH CITY OF GLENWOOD SPRINGS STANDARDS AND SPECIFICATIONS AND THE COLORADO DEPARTMENT OF HEALTH.

12. CONTRACTOR SHALL PROVIDE A COMPREHENSIVE LIST OF MATERIALS AND MANUFACTURERS TO THE CITY OF GLENWOOD SPRINGS WATER AND SANITATION DEPTARTMENT PRIOR TO ORDERING MATERIALS.

13. EXCAVATIONS ON PRIVATE PROPERTY SHALL COMPLY WITH THE UNIFORM PLUMBING CODE.

14. TRACER WIRE AND UTILITY WARNING TAPE SHALL BE INSTALLED WITH ALL UNDERGROUND SEWER INFRASTRUCTURE.

15. BLANKET UTILITY EASEMENTS ARE BEING PROVIDED FOR ALL SEWER LINE INFRASTRUCTURE ON LOTS 95 & 96.

GENERAL NOTES WATER:

1. THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN PLOTTED BASED ON A COMBINIATION OF UTILITY MAPS AND FIELD SURVEY. IN SOME INSTANCES THESE UTILITIES, AS SHOWN, MAY NOT REPRESENT ACTURAL FIELD CONDITIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES FOR FIELD UTILITY LOCATES 48 HOURS PRIOR TO CONSTRUCTION.

   GLENWOOD WATER AND WASTEWATER 384-6344
   GLENWOOD ELECTRIC DEPARTMENT 945-5521
   UTILITY NOTIFICATION CENTER OF COLORADO (UNC) 811

2. A MINIMUM OF TEN (10) FEET OF SEPARATION SHALL BE MAINTAINED BETWEEN WATER LINES AND SANITARY SEWER LINES (EDGE TO EDGE). IF THIS IS NOT FEASIBLE, SEPARATION BETWEEN WATER AND SEWER LINES SHALL BE EIGHTEEN (18) INCHES BETWEEN THE CROWN OF THE SEWER LINE AND THE INVERT OF THE WATER LINE. IN ALL CASES, INSTALLATION OF WATER AND SEWER LINES SHALL CONFORM TO COLORADO DEPARTMENT OF HEALTH STANDARDS AND SPECIFICATIONS.

3. ALL WATER MAINS SHALL BE INSTALLED WITH A 5'-6" MINIMUM DEPTH OF COVER. SHOULD CONFLICTS ARISE BETEEN EXISTING UNDERGROUND UTILITIES, THE PROPOSED WATER MAIN DEPTH MAY BE VARIED PROVIDED THE MINIMUM COVER DEPTH IS MAINTAINED.

4. ALL MAIN LINE AND HYDRANT VALVES BOXES LOCATED IN THE ASPHALT SHALL BE ADJUSTED TO 1/4 INCH BELOW FINISHED GRADE ELEVATIONS.

5. ALL SEWER LINE AND WATER LINE CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF GLENWOOD RULES AND REGULATIONS.

6. MAXIMUM DEFLECTION PER JOINT IS 10" PER JOINT OR R = 380' FOR 6" & 8" DIP.

7. WHERE A WATERLINE CROSSES BENEATH A STORM DRAINAGE CONDUIT AND ACTUAL EARTH COVER IS REDUCED TO LESS THAN 5', INSULATION WILL BE REQUIRED TO A DISTANCE 10' EITHER SIDE OF THE WATERLINE PER DETAIL.

8. ALL EXISTING UTILITY SERVICE SHALL BE MAINTAINED CONTINUOUSLY THROUGHOUT CONSTRUCTION OF THE PROJECT UNLESS PRIOR PERMISSION IS OBTAINED FROM UTILITY SERVICE PROVIDER. EXCEPT AS NOTED ON THE PLANS AND IN THE SPECIFICATIONS, ANY INTERUPTIONS AND/OR DAMAGE CAUSED TO EXISTING UTILITY FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

9. CONTRACTOR SHALL LIMIT THE CONSTRUCTION OPERATION TO THE PUBLIC R.O.W. OR CARDIFF GLEN P.U.D. ANY CONSTRUCTION ACTIVITIES OUTSIDE SAID PROPERTY SHALL REQUIRE PRIOR APPROVAL BY ENGINEER. AY DAMAGE TO PRIVATE PROPERTY BY THE CONTRACTOR OUTSIDE SAID PROPERTY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

10. THE LOCATION OF UNDERGROUND PIPING MAY BE FIELD MODIFIED TO SOME EXTENT TO SUIT FIELD CONDITIONS.

11. THE CONTRACTOR SHALL AVOID CROSS-CONNECTIONS BETWEEN POTABLE WATER SYSTEM AND OUTSIDE IRRIGATION SYSTEM.

12. ALL MAINLINE VALVES, SERVICE VALVES AND TEES SHALL BE TYPE MJ X MJ. FIRE HYDRANT ASSEMBLIES SHALL INCLUDE AN MJ X SWIVEL TEE AND AN MJ X MJ GATE VALVE.

13. MEGALUG JOINT RESTRAINT WILL BE MANDATORY ON ALL VALVES, BENDS AND FITTINGS.

14. EXCAVATIONS ON PRIVATE PROPERTY SHALL COMPLY WITH THE UNIFORM PLUMBING CODE.

15. NEW POTABLE WATER MAINS REQUIRE STERILIZATION, PRESSURE TESTING, AND A SUCCESSFUL BACTERIOLOGICAL TEST, PRIOR TO BEING PLACED INTO SERVICE.

16. POLYWRAP SHALL BE INSTALLED WITH ALL UNDERGROUND DUCTILE IRON PIPING.

17. TRACER WIRE AND UTILITY WARNING TAPE SHALL BE INSTALLED WITH ALL UNDERGROUND WATER INFRASTRUCTURE.

18. BLANKET UTILITY EASEMENTS ARE BEING PROVIDED FOR ALL WATER LINE INFRASTRUCTURE ON LOTS 95 & 96.

COLORADO LICENSED
H.E. BUCK
35283
10/22/18
PROFESSIONAL ENGINEER

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: *CARDIFF 96 LLC*
PO BOX 3551
BASALT, CO 81621

MANAGER: *ABDI PIRZADEH*
(970) 618-3555

DATE OF PREPARATION: 10-22-18

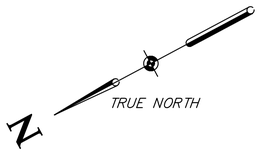
DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net					

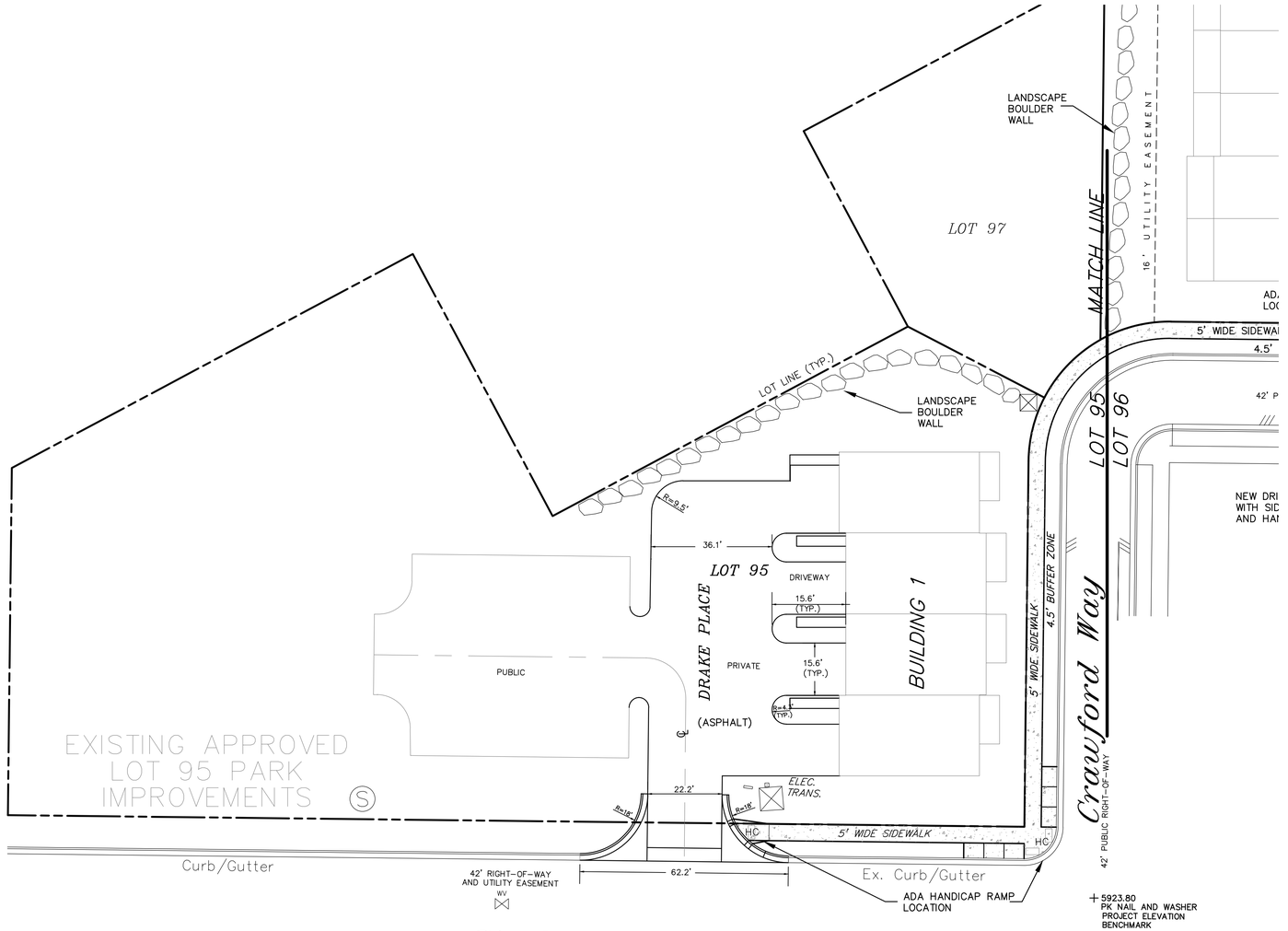
SOLSTICE — GLENWOOD SPRINGS, COLORADO

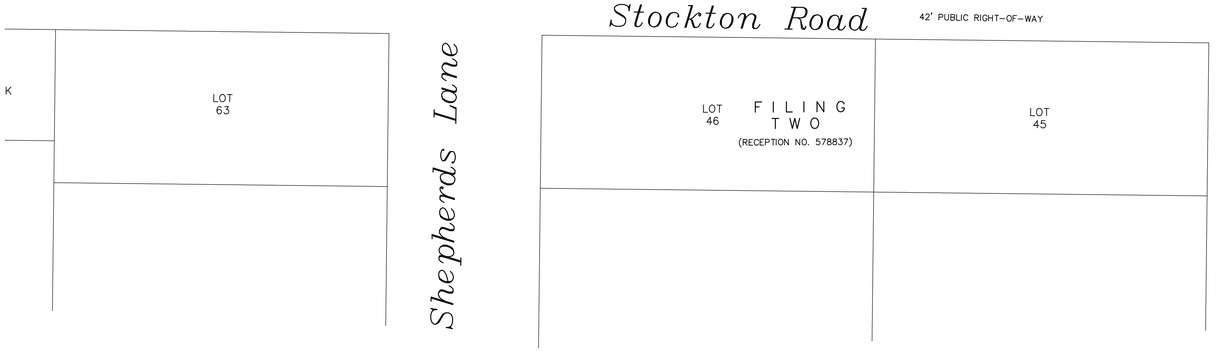
CARDIFF GLEN SUBDIVISION - LOTS 95 AND 96
GENERAL SEWER AND WATER NOTES

SCALE:	JOB NO:	DATE:
N.T.S.	2018.15	10-22-18

SHEET NO: C2







LEGEND

- EXISTING GATE VALVE
- EXISTING/PROPOSED ELECTRIC TRANSFORMER AND CABLE TV/PHONE PEDESTAL LOCATION

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

DATE OF PREPARATION: 10-22-18

DRAWN & DESIGNED BY: H.E.B.
CHECKED BY: H.E.B.
REVIEWED BY:
DATE: FOR

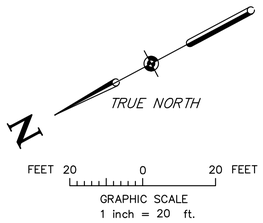
PINNACLE DESIGN CONSULTING GROUP, INC.
CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD
CARBONDALE, CO 81623 ● (970) 963-2170
pinnacledesign@sopris.net

REVISION	DATE	DESCRIPTION	BY	CH'D

SOLSTICE GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN SUBDIVISION – LOT 95
SOLSTICE TOWNHOMES
SITE PLAN

SCALE: 1" = 20' | JOB NO: 2018.15 | DATE: 10-22-18
SHEET NO: C3



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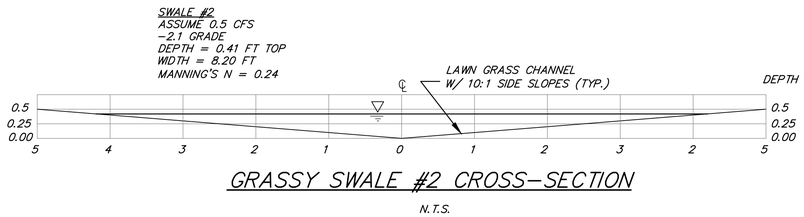
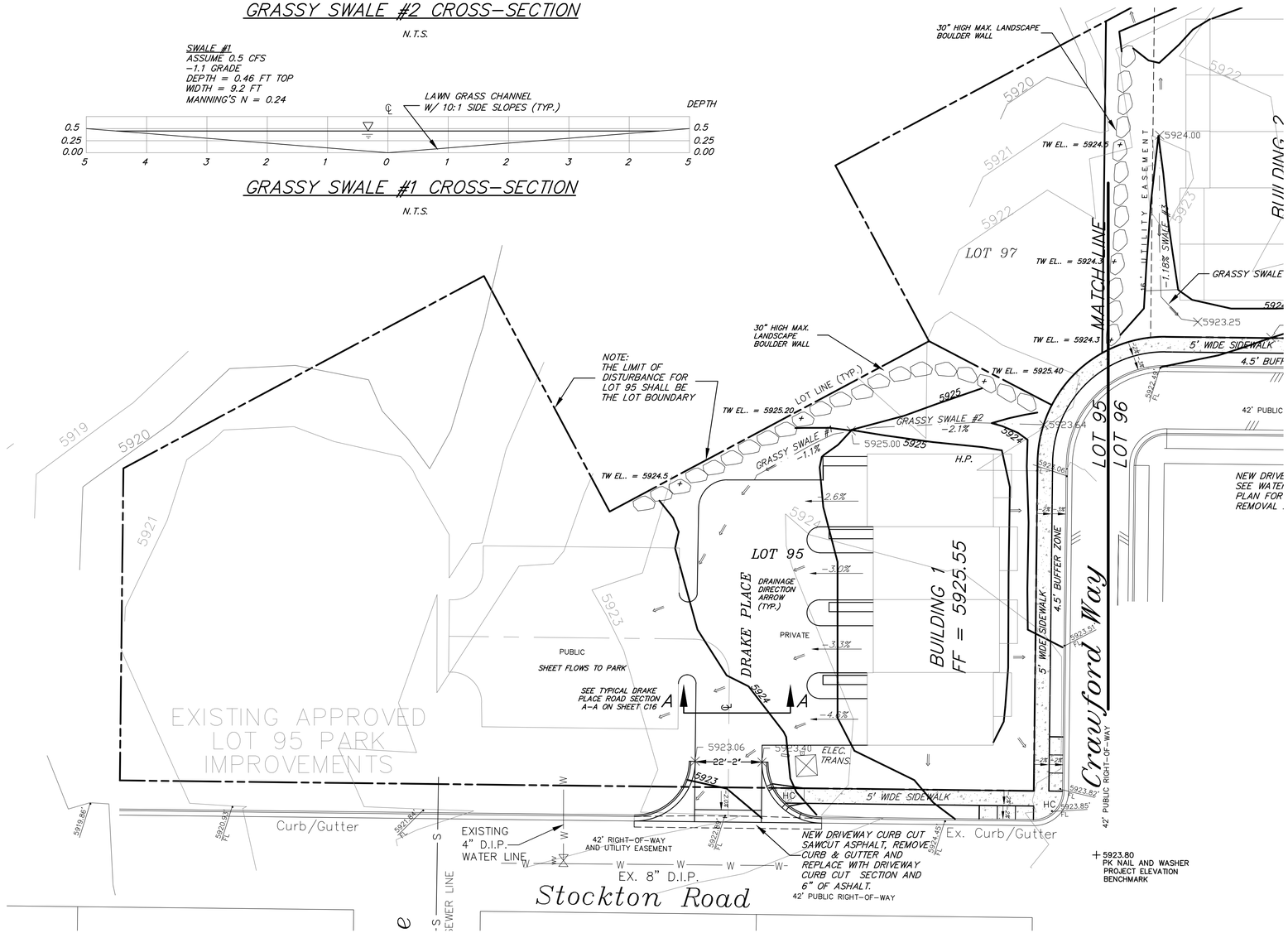


GRASSY SWALE #2 CROSS-SECTION

N.T.S.

GRASSY SWALE #1 CROSS-SECTION

N.T.S.



LEGEND

⟸ DRAINAGE DIRECTION ARROW

NOTE:

1. ACCESS AND DRIVEWAYS SHALL CONSIST OF 3" OF ASPHALT OVERLYING 8" OF CLASS 6 BASE COURSE.

2. DRAINAGE FLOW CONDITIONS ON LOT 95 ARE GENERALLY SHEET FLOW EXCEPT FOR TWO V-SHAPED SWALES LOCATED ON THE EAST SIDE OF BUILDING #1.

3. EXISTING CONSTRUCTION FILL AS DESCRIBED IN THE SOILS REPORT PREPARED BY HP GEOTECH DATED MAY 14, 2007 SHOULD BE REMOVED FROM THE LOT PRIOR TO NEW INFRASTRUCTURE EXCAVATION.

4. SEE GRASSY SWALE CROSS-SECTIONS ON THIS SHEET.

5. THE SITE BENCHMARK IS A FOUND PK NAIL AND WASHER LOCATED AT THE INTERSECTION OF CRAWFORD WAY AND STOCKTON ROAD HAVING AN ELEVATION OF 5923.80'.

6. SEE INTERSECTION, SIDEWALK, AND RAMP DETAILS ON SHEETS C17 AND C18.

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

DATE OF PREPARATION: 10-22-18

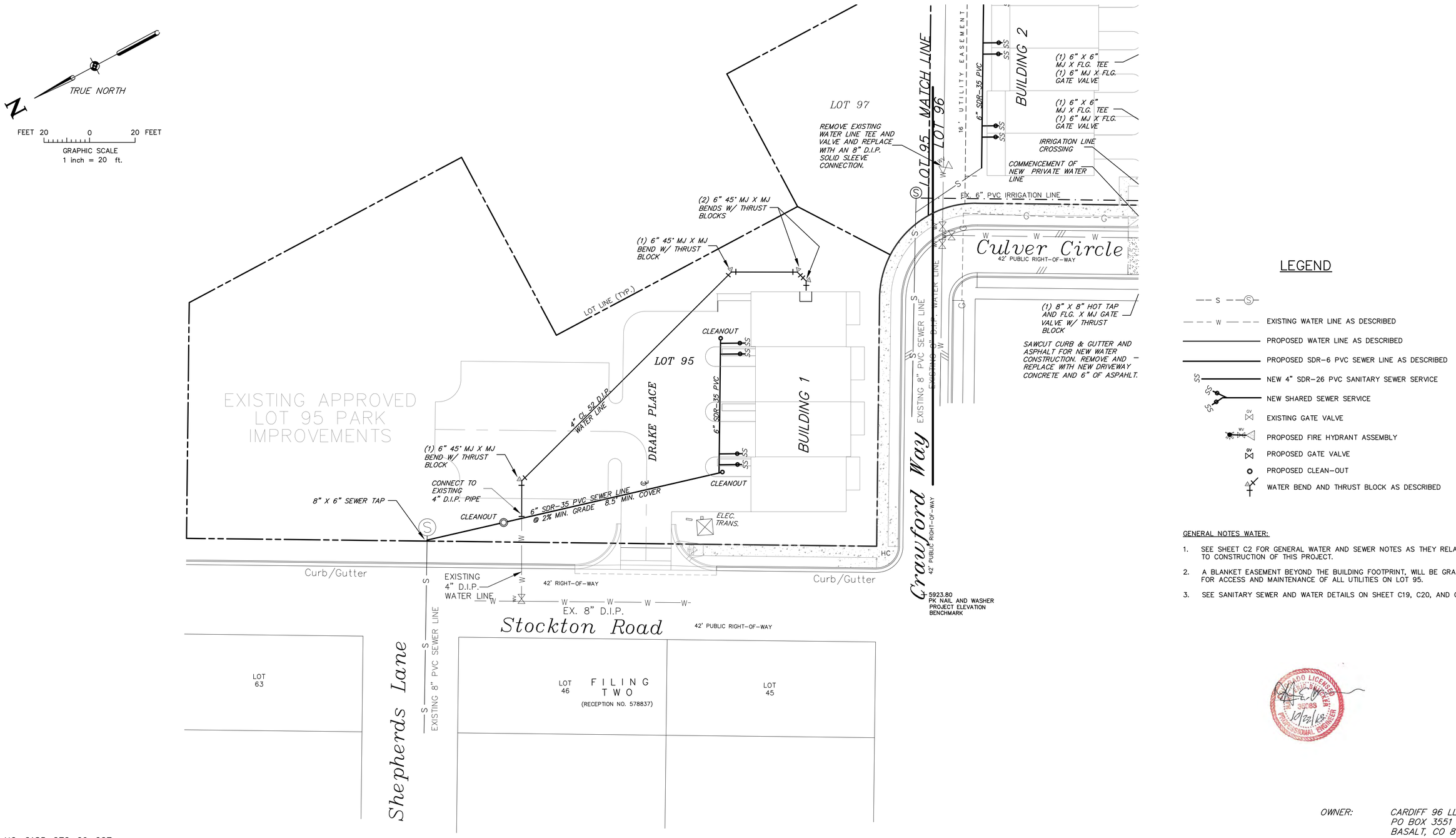
DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net					

SOLSTICE GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN SUBDIVISION – LOT 95
SOLSTICE TOWNHOMES
GRADING AND DRAINAGE PLAN

SCALE: 1" = 20' | JOB NO: 2018.15 | DATE: 10-22-18

SHEET NO: C4



LEGEND

- S — EXISTING WATER LINE AS DESCRIBED
- W — PROPOSED WATER LINE AS DESCRIBED
- PROPOSED SDR-6 PVC SEWER LINE AS DESCRIBED
- SS — NEW 4" SDR-26 PVC SANITARY SEWER SERVICE
- NEW SHARED SEWER SERVICE
- GV — EXISTING GATE VALVE
- WV — PROPOSED FIRE HYDRANT ASSEMBLY
- GV — PROPOSED GATE VALVE
- PROPOSED CLEAN-OUT
- WATER BEND AND THRUST BLOCK AS DESCRIBED

GENERAL NOTES WATER:

1. SEE SHEET C2 FOR GENERAL WATER AND SEWER NOTES AS THEY RELATE TO CONSTRUCTION OF THIS PROJECT.
2. A BLANKET EASEMENT BEYOND THE BUILDING FOOTPRINT, WILL BE GRANTED FOR ACCESS AND MAINTENANCE OF ALL UTILITIES ON LOT 95.
3. SEE SANITARY SEWER AND WATER DETAILS ON SHEET C19, C20, AND C21.

STATE OF COLORADO LICENSED HAROLD E. BARNES 35083 PROFESSIONAL ENGINEER 10/22/18

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

DATE OF PREPARATION: 10-22-18

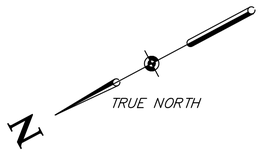
DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net					

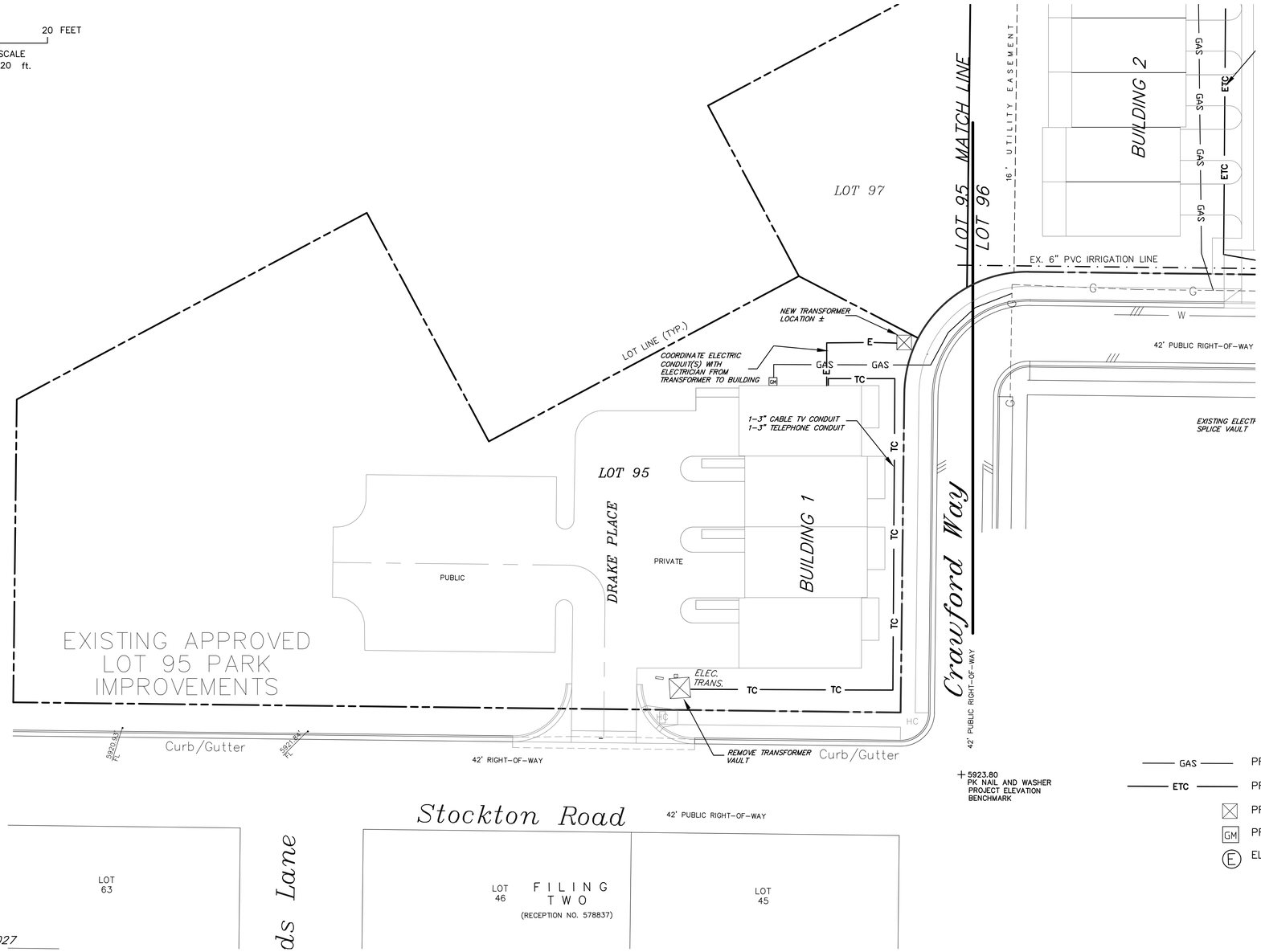
SOLSTICE — GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN SUBDIVISION – LOT 95
SOLSTICE TOWNHOMES
SANITARY SEWER & WATER PLAN

SCALE:	JOB NO:	DATE:
1" = 20'	2018.15	10-22-18

SHEET NO: C5





GENERAL NOTES SHALLOW UTILITIES:

1. A BLANKET EASEMENT BEYOND THE BUILDING FOOTPRINT, WILL BE GRANTED FOR ACCESS AND MAINTENANCE OF ALL UTILITIES ON LOT 95.
2. FINAL GAS LINE SIZING SHALL BE BASED ON BTU LOADING CALCULATIONS FOR THE BUILDINGS.
3. GAS LINE SHALL HAVE A MINIMUM COVER OF 30" AND BE BEDDED IN SAND.
4. SEE ELECTRIC DETAILS ON SHEET C22.

LEGEND

- GAS — PROPOSED NATURAL GAS LINE
- ETC — PROPOSED ELECTRIC, TELEPHONE, AND CABLE TV LINE
- PROPOSED ELECTRIC TRANSFORMER AND CABLE TV/PHONE PEDESTAL LOCATION
- GM — PROPOSED GAS METER LOCATION
- E — ELECTRIC VAULT AS DESCRIBED

+ 5923.80 PK NAIL AND WASHER PROJECT ELEVATION BENCHMARK

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

DATE OF PREPARATION: 10-22-18

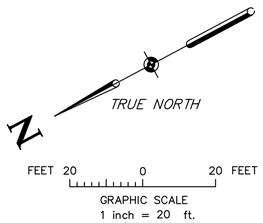
DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net					

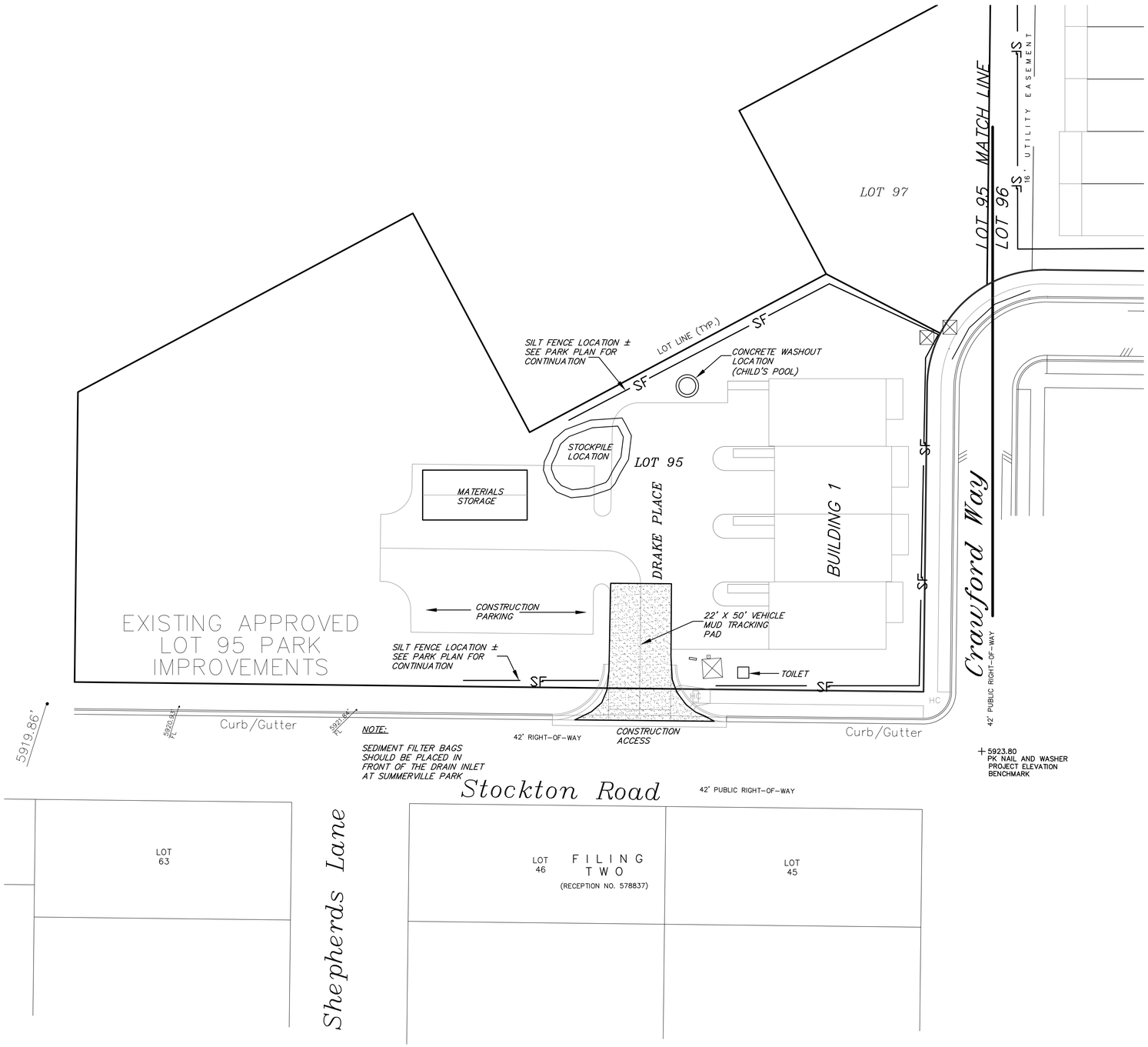
SOLSTICE — GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN SUBDIVISION – LOT 95
SOLSTICE TOWNHOMES
SHALLOW UTILITIES PLAN

SCALE:	JOB NO:	DATE:
1" = 20'	2018.15	10-22-18

SHEET NO: C6





EROSION CONTROL PLAN NOTES:

1. SEE LANDSCAPE PLAN FOR SPECIFIC REVEGETATION AND FINAL PLANTING.
2. STORM WATER FROM THIS SITE IS ULTIMATELY TRIBUTARY TO THE ROARING FORK RIVER BASIN.
3. THERE ARE NOT MAJOR DRAINAGE WAYS OR FLOODPLAINS WITHIN 100' OF THE PROPERTY.
4. SEE EROSION CONTROL DETAILS ON SHEET C23.

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

DATE OF PREPARATION: 10-22-18

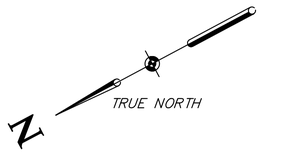
DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CHK'D
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net					

SOLSTICE — GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN SUBDIVISION – LOT 95
SOLSTICE TOWNHOMES
EROSION CONTROL/CMP PLAN

SCALE:	JOB NO:	DATE:
1" = 20'	2018.15	10-22-18

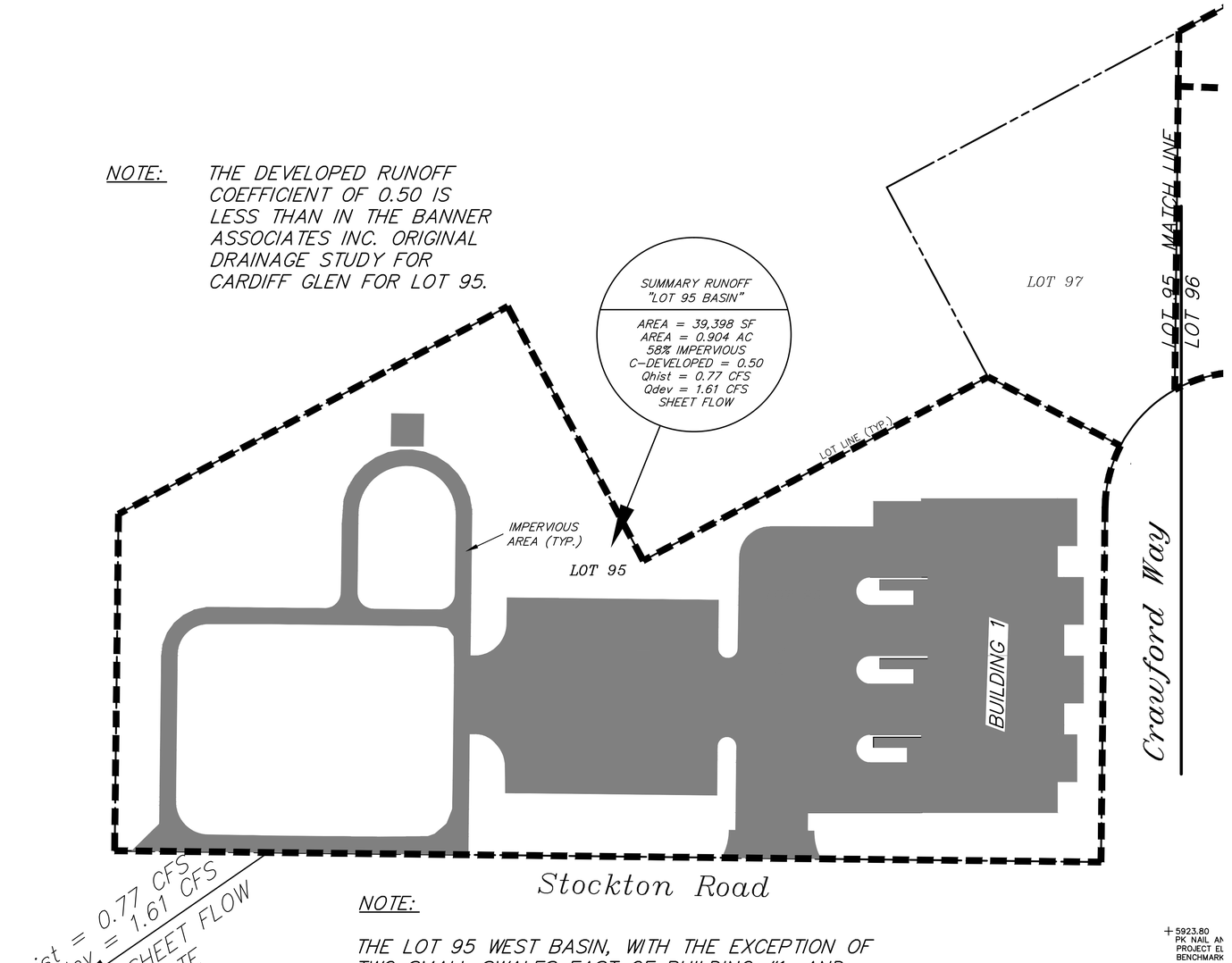
SHEET NO: C7



FEET 20 0 20 FEET

GRAPHIC SCALE
1 inch = 20 ft.

NOTE: THE DEVELOPED RUNOFF COEFFICIENT OF 0.50 IS LESS THAN IN THE BANNER ASSOCIATES INC. ORIGINAL DRAINAGE STUDY FOR CARDIFF GLEN FOR LOT 95.



NOTE:

THE LOT 95 WEST BASIN, WITH THE EXCEPTION OF TWO SMALL SWALES EAST OF BUILDING #1, AND SHEET FLOW CONDITIONS AND FLOWS TOWARDS STOCKTON ROAD OR CRAWFORD WAY (SEE GRADING AND DRAINAGE PLAN FOR LOT 96 FLOW DIRECTION ARROWS).

+ 5923.80
PK NAIL AN
PROJECT EL
BENCHMARK

GENERAL NOTES DRAINAGE BASIN:

1. SINCE THE DEVELOPED RUNOFF COEFFICIENT OF 0.50 IS LESS THAN THE RUNOFF COEFFICIENT OF 0.60 THAT BANNER ASSOCIATES, INC. ASSUMED IN THEIR DRAINAGE REPORT FOR CARDIFF GLEN, NO ADDITIONAL DETENTION IS REQUIRED.

2. DRAINAGE FROM THE RESIDENTIAL PORTION OF LOT 95 IS TRIBUTARY TO THE ADJACENT ROADWAYS AND PARKING AREA AND IS SHEET FLOW IN NATURE RATHER THAN CONCENTRATED.

3. SEE GRADING AND DRAINAGE PLAN FOR LOT 95 FOR DRAINAGE DIRECTION FLOW ARROWS.

SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

DATE OF PREPARATION: 10-22-18

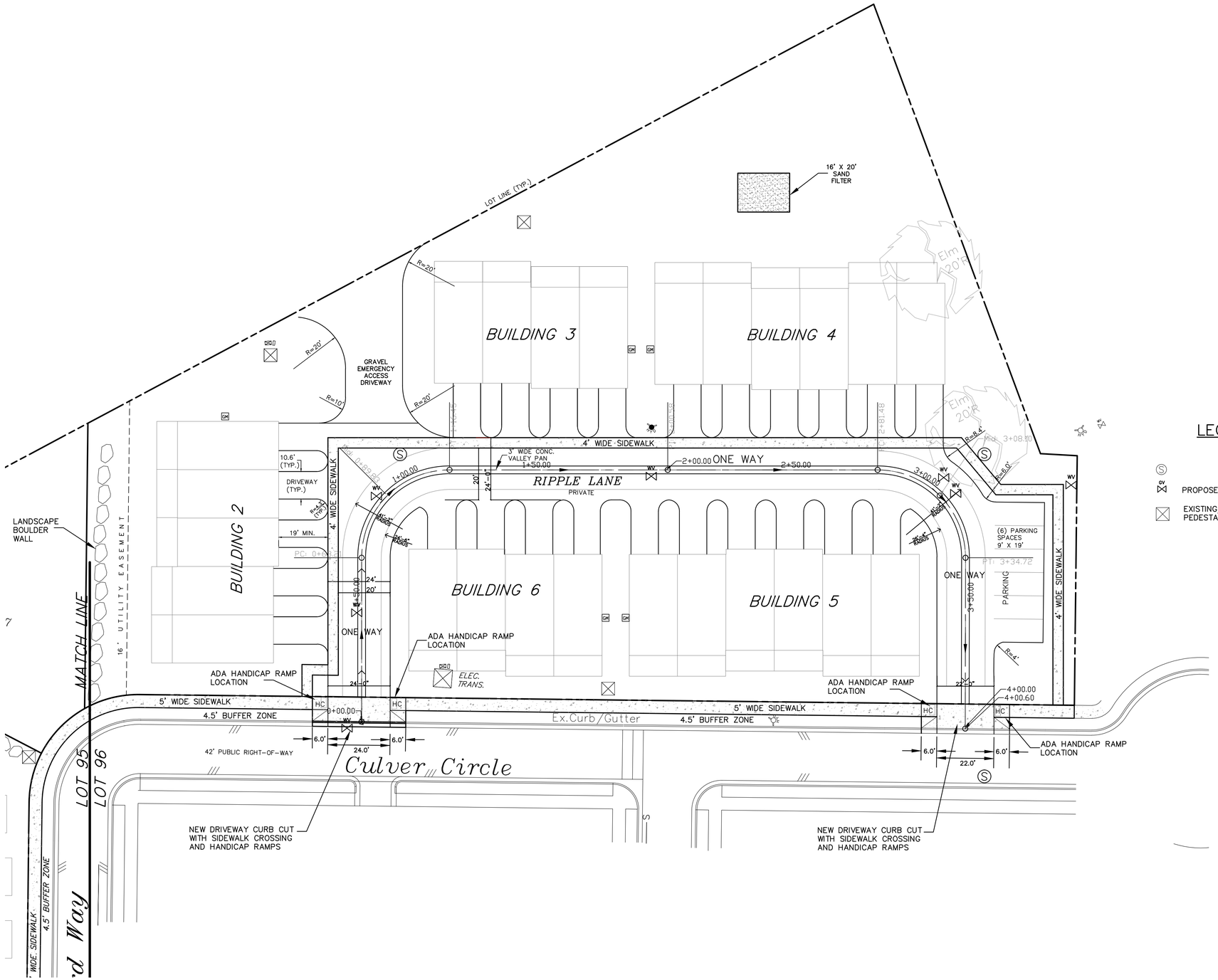
DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D	SOLSTICE GLENWOOD SPRINGS, COLORADO
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net						CARDIFF GLEN SUBDIVISION – LOT 95 SOLSTICE TOWNHOMES DRAINAGE BASIN PLAN

SCALE: 1" = 20' | JOB NO: 2018.15 | DATE: 10-22-18
SHEET NO: C8

TRUE NORTH

FEET 20 0 20 FEET

GRAPHIC SCALE
1 inch = 20 ft.



LEGEND

- PROPOSED GATE VALVE
- EXISTING/PROPOSED ELECTRIC TRANSFORMER AND CABLE TV/PHONE PEDESTAL LOCATION

COLORADO LICENSED
HAROLD E. BLACKBURN
35583
10/22/18
PROFESSIONAL ENGINEER

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

DATE OF PREPARATION: 10-22-18

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CHD
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net					

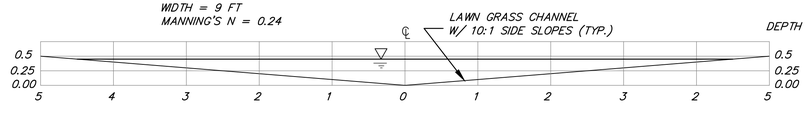
SOLSTICE — GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN SUBDIVISION – LOT 96
SOLSTICE TOWNHOMES
SITE PLAN

SCALE:	JOB NO:	DATE:
1" = 20'	2018.15	10-22-18

SHEET NO: C9

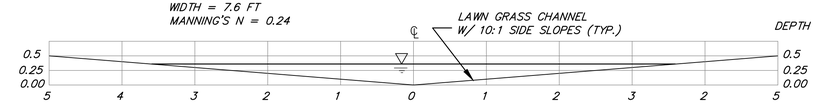
SWALE #3
ASSUME 0.5 CFS
-1.18 GRADE DEPTH
= 0.45 FT TOP
WIDTH = 9 FT
MANNING'S N = 0.24



GRASSY SWALE #3 CROSS-SECTION

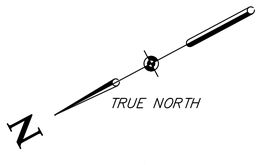
N.T.S.

SWALES #4 & 5
ASSUME 0.5 CFS
-3.0% GRADE DEPTH
= 0.38 FT TOP
WIDTH = 7.6 FT
MANNING'S N = 0.24



GRASSY SWALE #4 & #5 CROSS-SECTION

N.T.S.

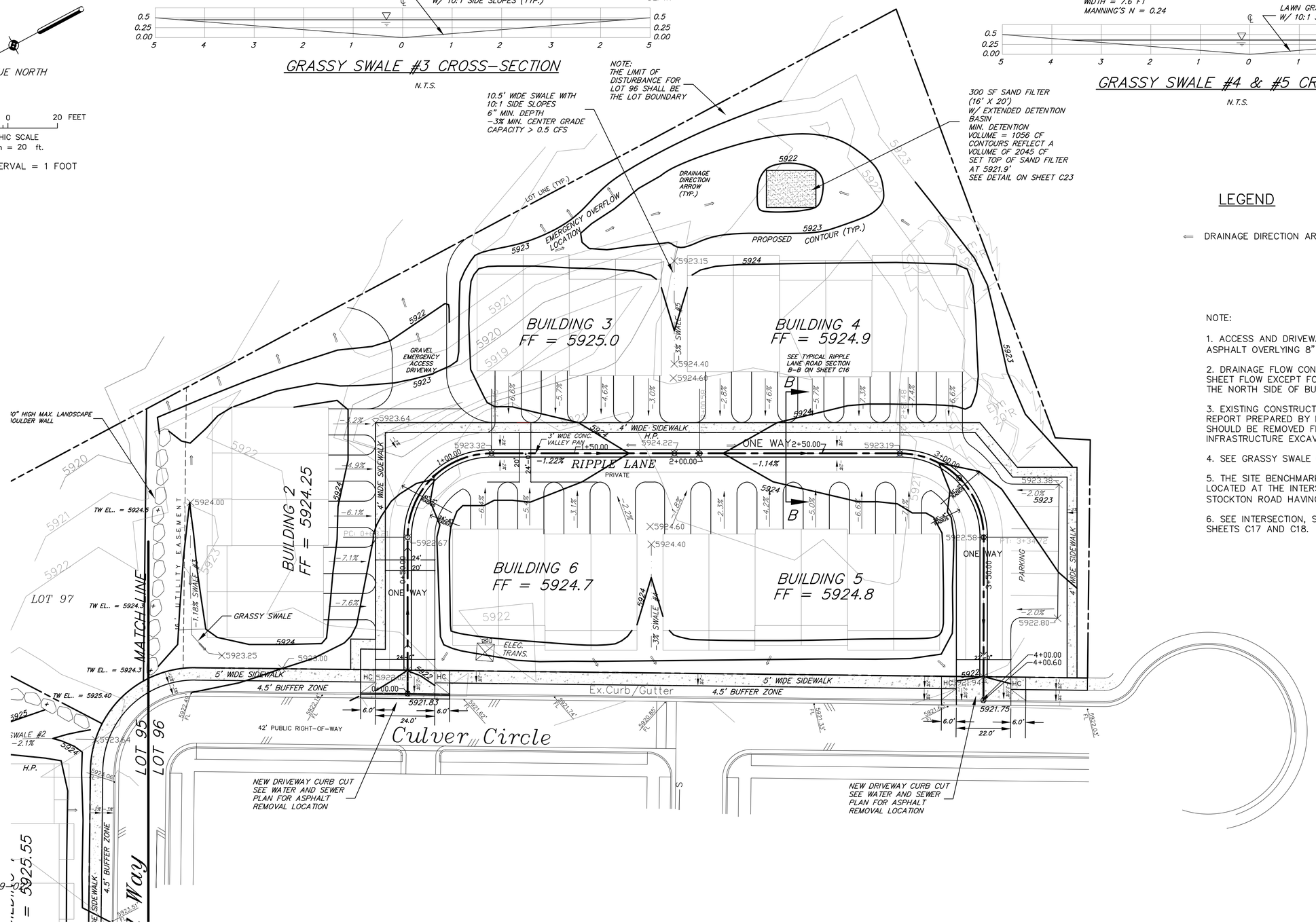


CONTOUR INTERVAL = 1 FOOT

NOTE:
THE LIMIT OF DISTURBANCE FOR LOT 96 SHALL BE THE LOT BOUNDARY

10.5' WIDE SWALE WITH
10:1 SIDE SLOPES
6" MIN. DEPTH
-3% MIN. CENTER GRADE
CAPACITY > 0.5 CFS

300 SF SAND FILTER
(16' X 20')
W/ EXTENDED DETENTION
BASIN
MIN. DETENTION
VOLUME = 1056 CF
CONTOURS REFLECT A
VOLUME OF 2045 CF
SET TOP OF SAND FILTER
AT 5921.9'
SEE DETAIL ON SHEET C23



LEGEND

⟸ DRAINAGE DIRECTION ARROW

NOTE:

1. ACCESS AND DRIVEWAYS SHALL CONSIST OF 3" OF ASPHALT OVERLYING 8" OF CLASS 6 BASE COURSE.

2. DRAINAGE FLOW CONDITIONS ON LOT 96 ARE GENERALLY SHEET FLOW EXCEPT FOR V-SHAPED SWALES LOCATED ON THE NORTH SIDE OF BUILDING #2 AND WITHIN RIPPLE LANE.

3. EXISTING CONSTRUCTION FILL AS DESCRIBED IN THE SOILS REPORT PREPARED BY HP GEOTECH DATED MAY 14, 2007 SHOULD BE REMOVED FROM THE LOT PRIOR TO NEW INFRASTRUCTURE EXCAVATION.

4. SEE GRASSY SWALE CROSS-SECTION ON THIS SHEET.

5. THE SITE BENCHMARK IS A FOUND PK NAIL AND WASHER LOCATED AT THE INTERSECTION OF CRAWFORD WAY AND STOCKTON ROAD HAVING AN ELEVATION OF 5923.80'.

6. SEE INTERSECTION, SIDEWALK, AND RAMP DETAILS ON SHEETS C17 AND C18.

COLORADO LICENSED PROFESSIONAL ENGINEER
H. E. BUCK
No. 35083
10/22/18
PROFESSIONAL ENGINEER

PARCEL NO. 2185-272-09-
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

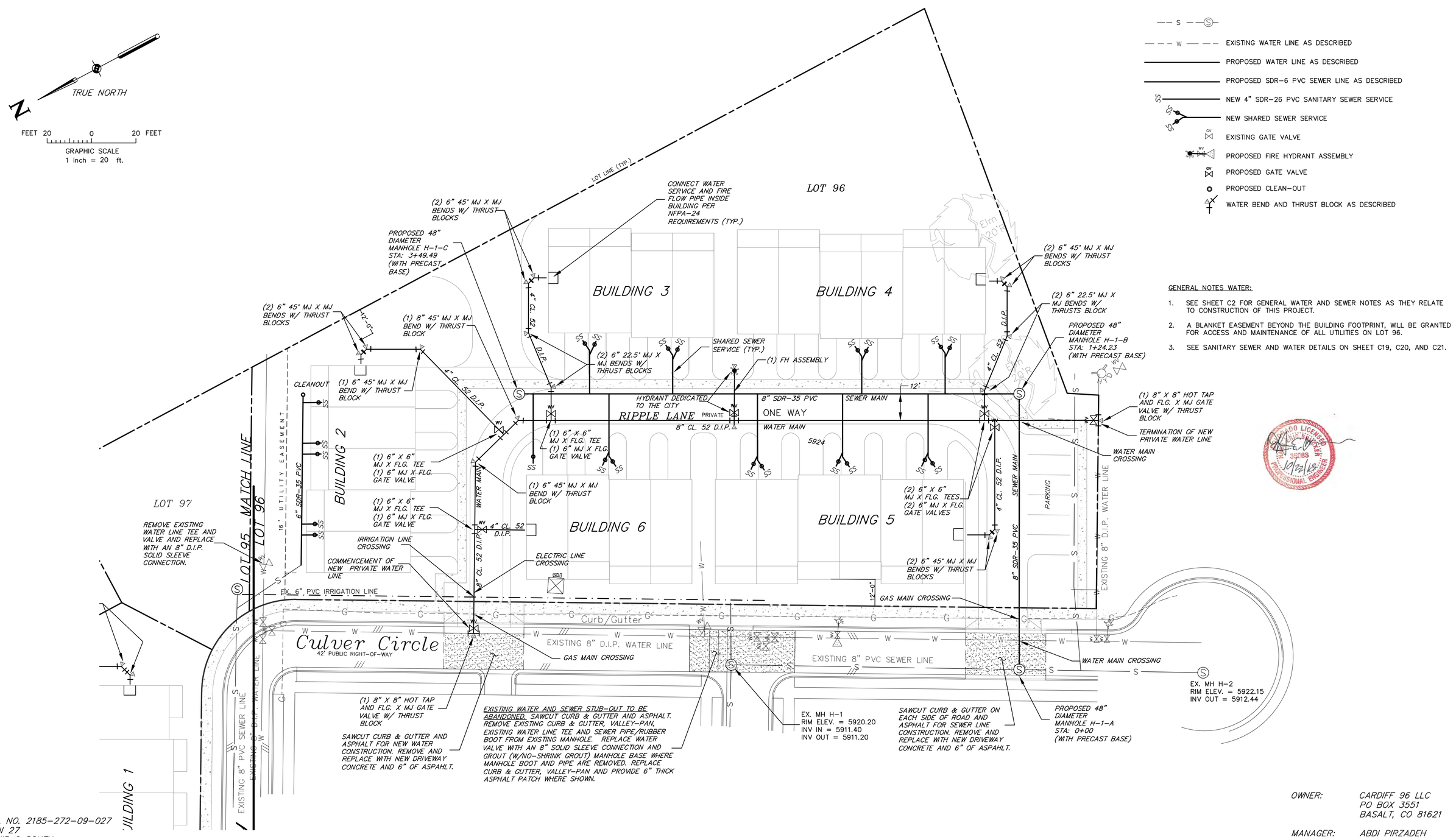
TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

DATE OF PREPARATION: 10-22-18

DRAWN & DESIGNED BY:	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D	SOLSTICE	GLENWOOD SPRINGS, COLORADO	SCALE:	JOB NO:	DATE:
H.E.B.		CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD						CARDIFF GLEN SUBDIVISION – LOT 96		1" = 20'	2018.15	10-22-18
CHECKED BY:	DATE: FOR	CARBONDALE, CO 81623 ● (970) 963-2170						SOLSTICE TOWNHOMES		SHEET NO:		
H.E.B.		pinnacledesign@sopris.net						GRADING AND DRAINAGE PLAN		C10		



GENERAL NOTES WATER:

1. SEE SHEET C2 FOR GENERAL WATER AND SEWER NOTES AS THEY RELATE TO CONSTRUCTION OF THIS PROJECT.
2. A BLANKET EASEMENT BEYOND THE BUILDING FOOTPRINT, WILL BE GRANTED FOR ACCESS AND MAINTENANCE OF ALL UTILITIES ON LOT 96.
3. SEE SANITARY SEWER AND WATER DETAILS ON SHEET C19, C20, AND C21.

COLORADO LICENSED H.E. BUCK 38085 PROFESSIONAL ENGINEER 10/22/18

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

DATE OF PREPARATION: 10-22-18

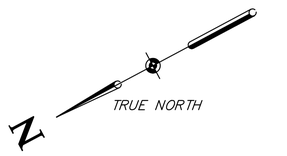
DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net					

SOLSTICE GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN SUBDIVISION – LOT 96
SOLSTICE TOWNHOMES
SANITARY SEWER & WATER PLAN

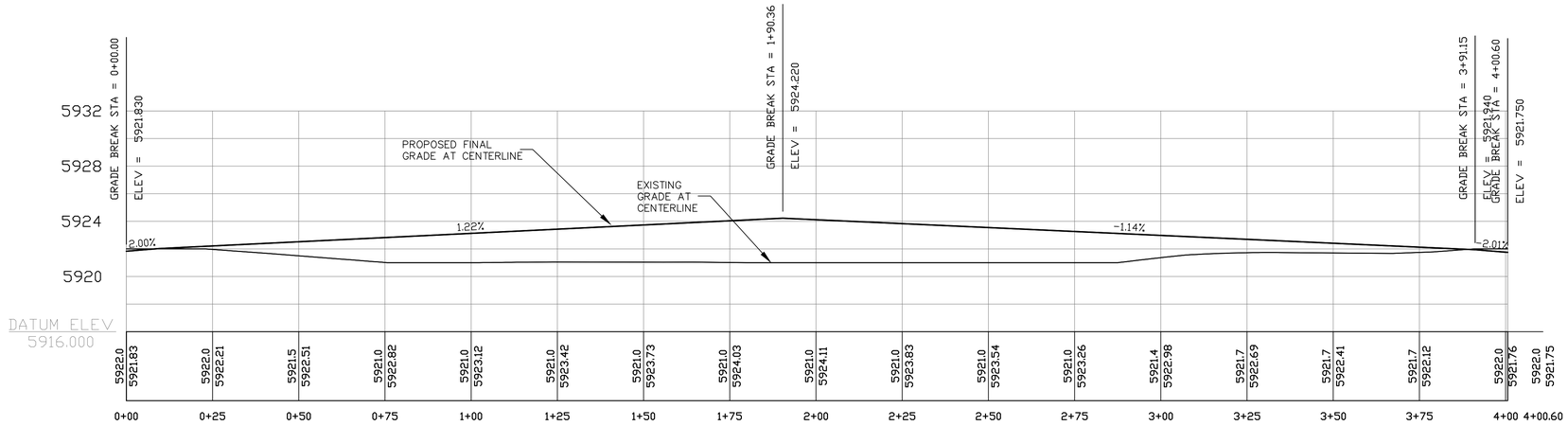
SCALE:	JOB NO:	DATE:
1" = 20'	2018.15	10-22-18

SHEET NO: C11



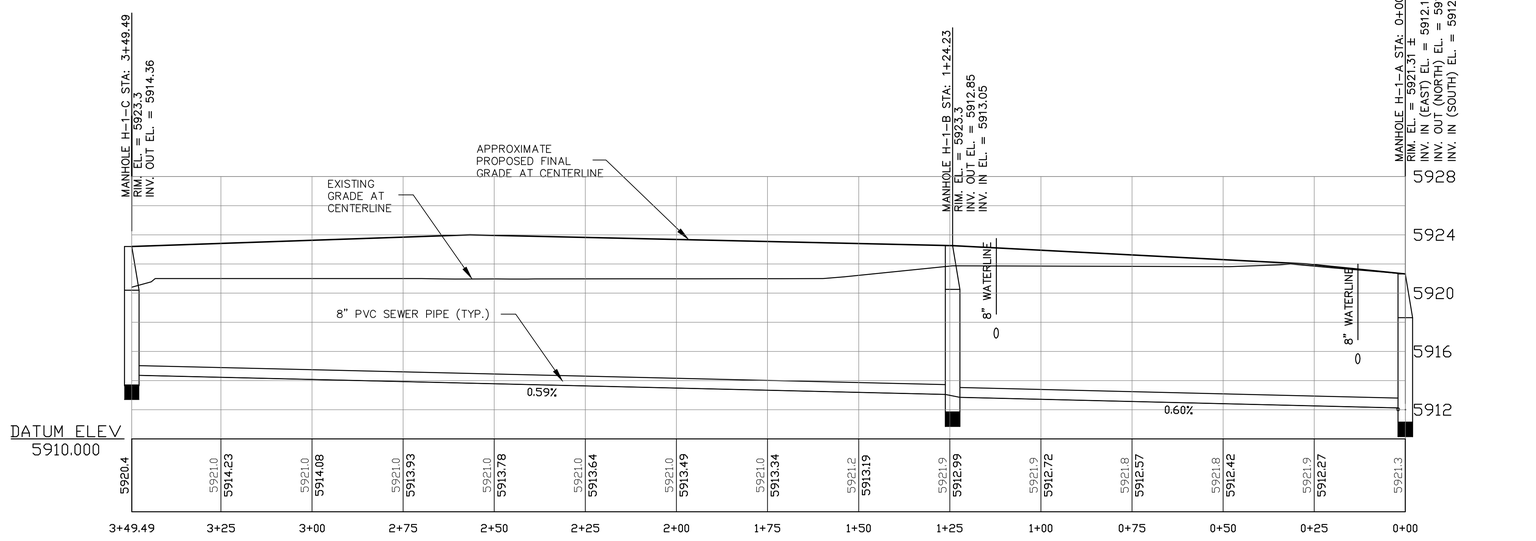
FEET 20 0 20 FEET

GRAPHIC SCALE
1 inch = 20 ft.



RIPPLE LANE CENTERLINE PROFILE

SCALE: H: 1" = 20'
V: 1" = 5'



LOT 96 SANITARY SEWERLINE PROFILE

SCALE: H: 1" = 20'
V: 1" = 5'

SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

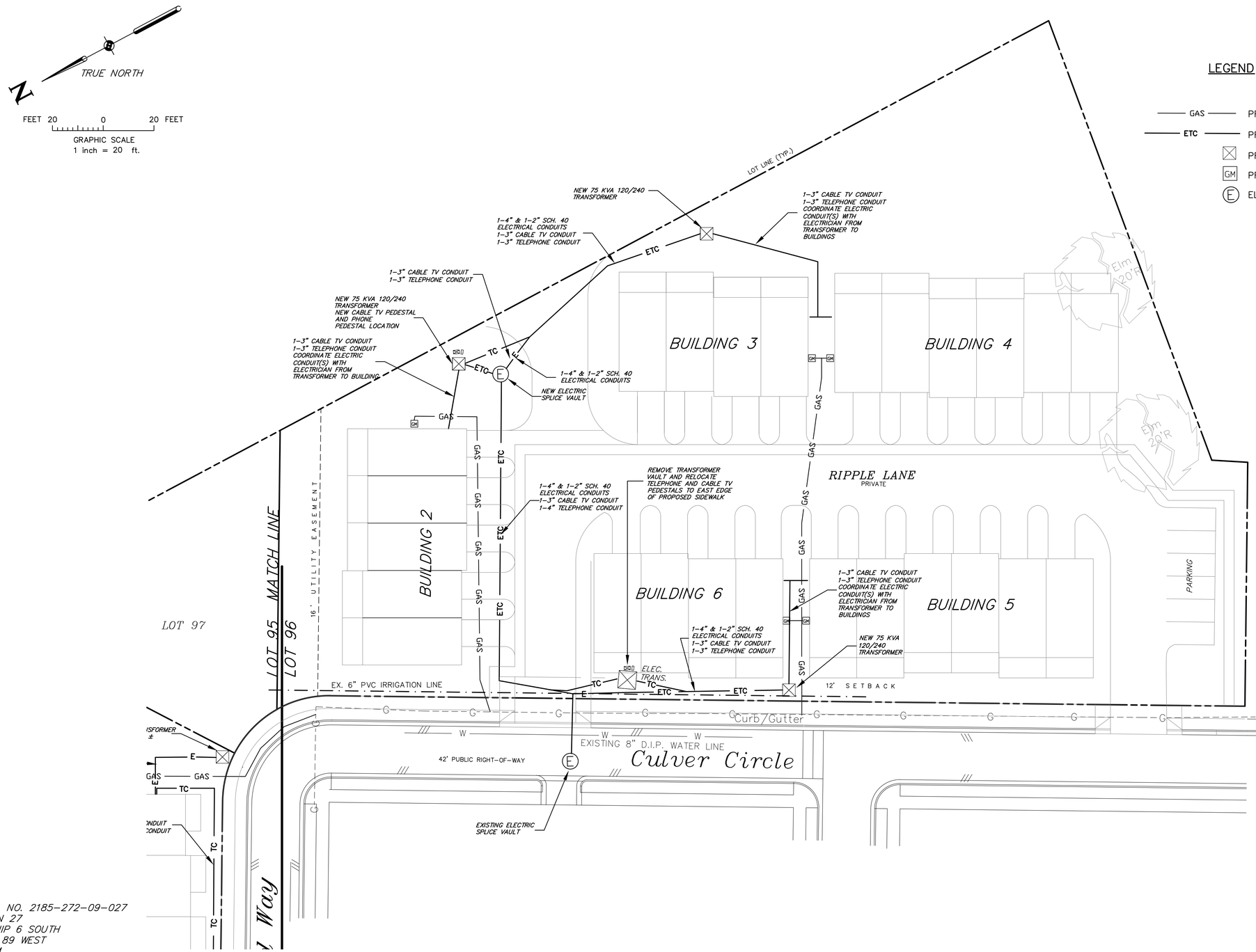
DATE OF PREPARATION: 10-22-18

DRAWN BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesignesopris.net					

SOLSTICE — GLENWOOD SPRINGS

CARDIFF GLEN SUBDIVISION – LOT 96
SOLSTICE TOWNHOMES
RIPPLE LANE AND SEWER MAIN PROFILES

SCALE:	Project No:
Horz: 1" = 20' Vert: 1" = 5'	2018.15
DATE: 10-22-18	SHEET NO: C12



LEGEND

- GAS — PROPOSED NATURAL GAS
- ETC — PROPOSED ELECTRIC, TELEPHONE, AND CABLE TV LINE
- ☒ PROPOSED ELECTRIC TRANSFORMER AND CABLE TV/PHONE PEDESTAL LOCATION
- GM PROPOSED GAS METER LOCATION
- (E) ELECTRIC VAULT AS DESCRIBED

GENERAL NOTES SHALLOW UTILITIES:

1. A BLANKET EASEMENT BEYOND THE BUILDING FOOTPRINT, WILL BE GRANTED FOR ACCESS AND MAINTENANCE OF ALL UTILITIES ON LOT 95.
2. FINAL GAS LINE SIZING SHALL BE BASED ON BTU LOADING CALCULATIONS FOR THE BUILDINGS.
3. GAS LINE SHALL HAVE A MINIMUM COVER OF 30" AND BE BEDDED IN SAND.
4. SEE ELECTRIC DETAILS ON SHEET C22.

COLORADO LICENSED
H. E. BUCKLER
37385
10/22/18
PROFESSIONAL ENGINEER

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
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TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

DATE OF PREPARATION: 10-22-18

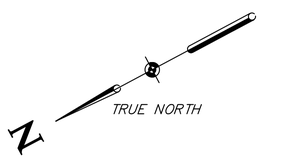
DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net					

SOLSTICE — GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN SUBDIVISION – LOT 96
SOLSTICE TOWNHOMES
SHALLOW UTILITIES PLAN

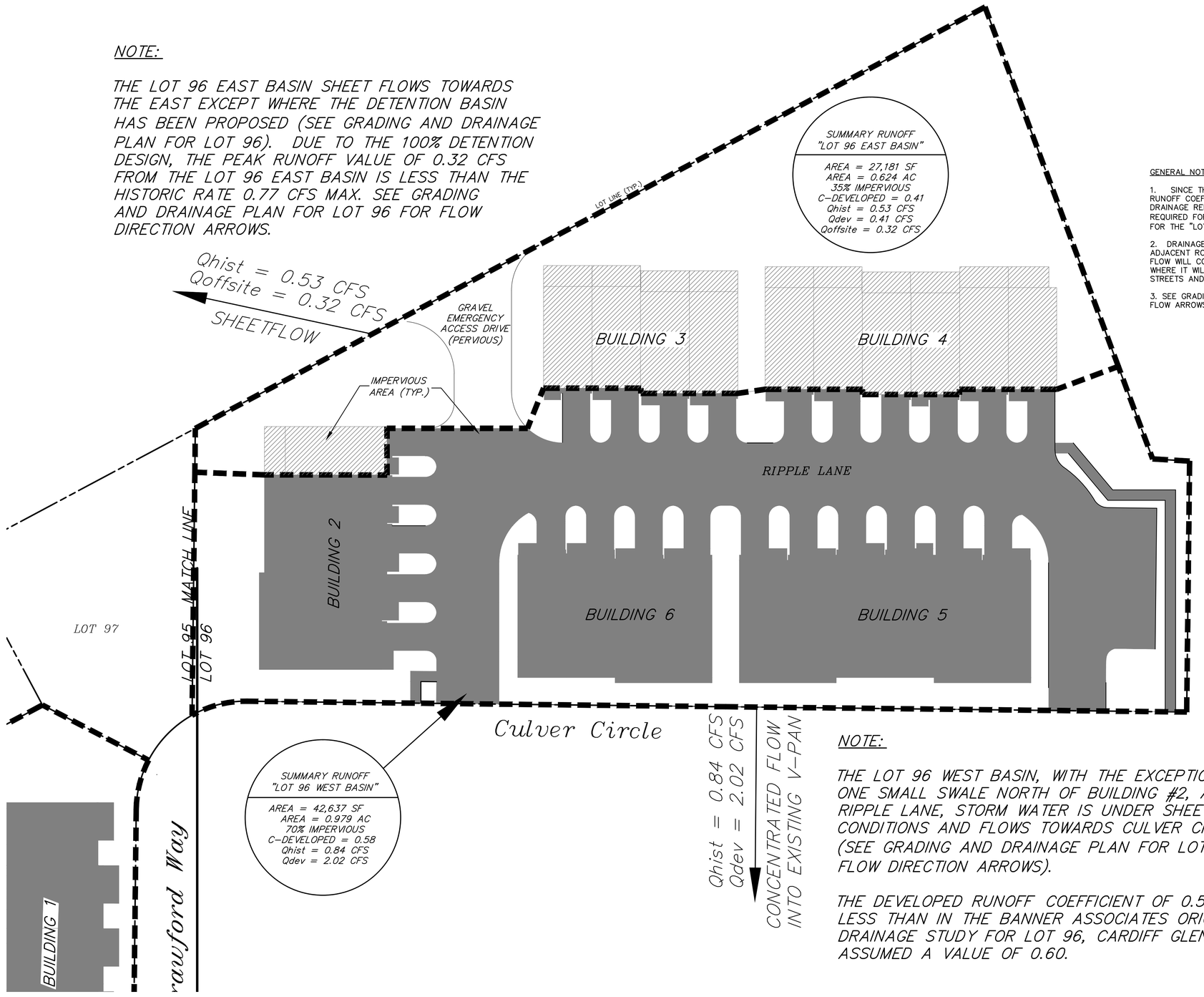
SCALE:	JOB NO:	DATE:
1" = 20'	2018.15	10-22-18

SHEET NO: C13



NOTE:

THE LOT 96 EAST BASIN SHEET FLOWS TOWARDS THE EAST EXCEPT WHERE THE DETENTION BASIN HAS BEEN PROPOSED (SEE GRADING AND DRAINAGE PLAN FOR LOT 96). DUE TO THE 100% DETENTION DESIGN, THE PEAK RUNOFF VALUE OF 0.32 CFS FROM THE LOT 96 EAST BASIN IS LESS THAN THE HISTORIC RATE 0.77 CFS MAX. SEE GRADING AND DRAINAGE PLAN FOR LOT 96 FOR FLOW DIRECTION ARROWS.



GENERAL NOTES DRAINAGE BASIN:

1. SINCE THE DEVELOPED RUNOFF COEFFICIENT OF 0.58 IS LESS THAN THE RUNOFF COEFFICIENT OF 0.60 THAT BANNER ASSOCIATES, INC. ASSUMED IN THEIR DRAINAGE REPORT FOR CARDIFF GLEN, NO ADDITIONAL DETENTION IS REQUIRED FOR THE "LOT 96 WEST BASIN". 100% DETENTION WILL BE PROVIDED FOR THE "LOT 96 EAST BASIN".

2. DRAINAGE FROM THE RESIDENTIAL PORTION OF LOT 96 IS TRIBUTARY TO THE ADJACENT ROADWAYS AND PARKING AREA AND IS SHEET FLOW IN NATURE THE FLOW WILL CONCENTRATE IN THE VALLEY PAN THAT EXISTS IN CULVER CIRCLE WHERE IT WILL BE CONVEYED TO THE CENTRALIZED DETENTION SYSTEM VIA THE STREETS AND EXISTING CURB AND GUTTER.

3. SEE GRADING AND DRAINAGE PLAN FOR LOT 96 FOR DRAINAGE DIRECTION FLOW ARROWS.

NOTE:

THE LOT 96 WEST BASIN, WITH THE EXCEPTION OF ONE SMALL SWALE NORTH OF BUILDING #2, AND RIPPLE LANE, STORM WATER IS UNDER SHEET FLOW CONDITIONS AND FLOWS TOWARDS CULVER CIRCLE. (SEE GRADING AND DRAINAGE PLAN FOR LOT 96 FLOW DIRECTION ARROWS).

THE DEVELOPED RUNOFF COEFFICIENT OF 0.58 IS LESS THAN IN THE BANNER ASSOCIATES ORIGINAL DRAINAGE STUDY FOR LOT 96, CARDIFF GLEN WHICH ASSUMED A VALUE OF 0.60.

SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH P.M

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

DATE OF PREPARATION: 10-22-18

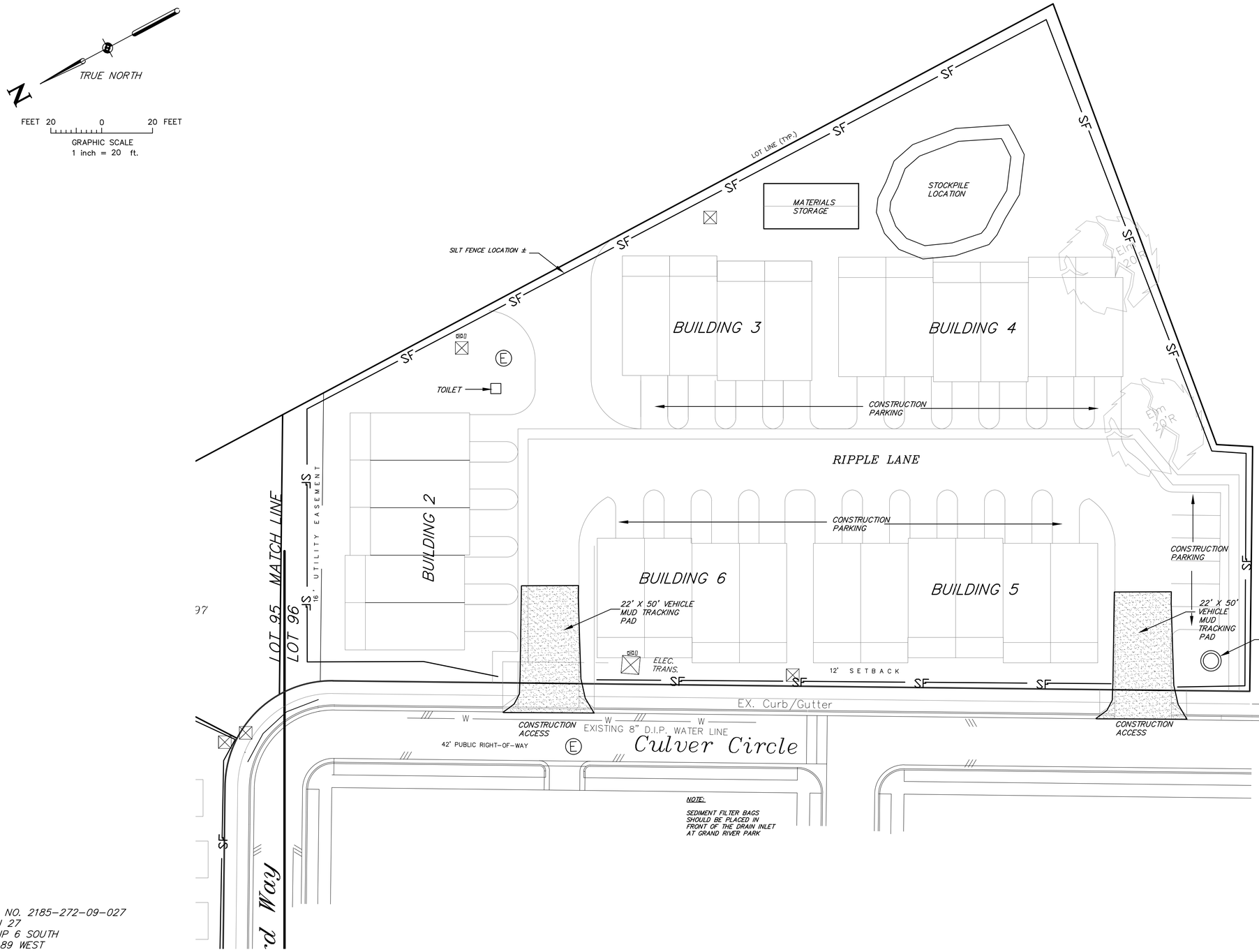
DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net					

SOLSTICE GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN SUBDIVISION – LOT 96
SOLSTICE TOWNHOMES
DRAINAGE BASIN PLAN

SCALE:	JOB NO:	DATE:
1" = 20'	2018.15	10-22-18

SHEET NO: C14



EROSION CONTROL PLAN NOTES:

1. SEE LANDSCAPE PLAN FOR SPECIFIC REVEGETATION AND FINAL PLANTING.
2. STORM WATER FROM THIS SITE IS ULTIMATELY TRIBUTARY TO THE ROARING FORK RIVER BASIN.
3. THERE ARE NOT MAJOR DRAINAGE WAYS OR FLOODPLAINS WITHIN 100' OF THE PROPERTY.
4. SEE EROSION CONTROL DETAILS ON SHEET C23.

COLORADO LICENSED 35583 PROFESSIONAL ENGINEER 10/22/18

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

DATE OF PREPARATION: 10-22-18

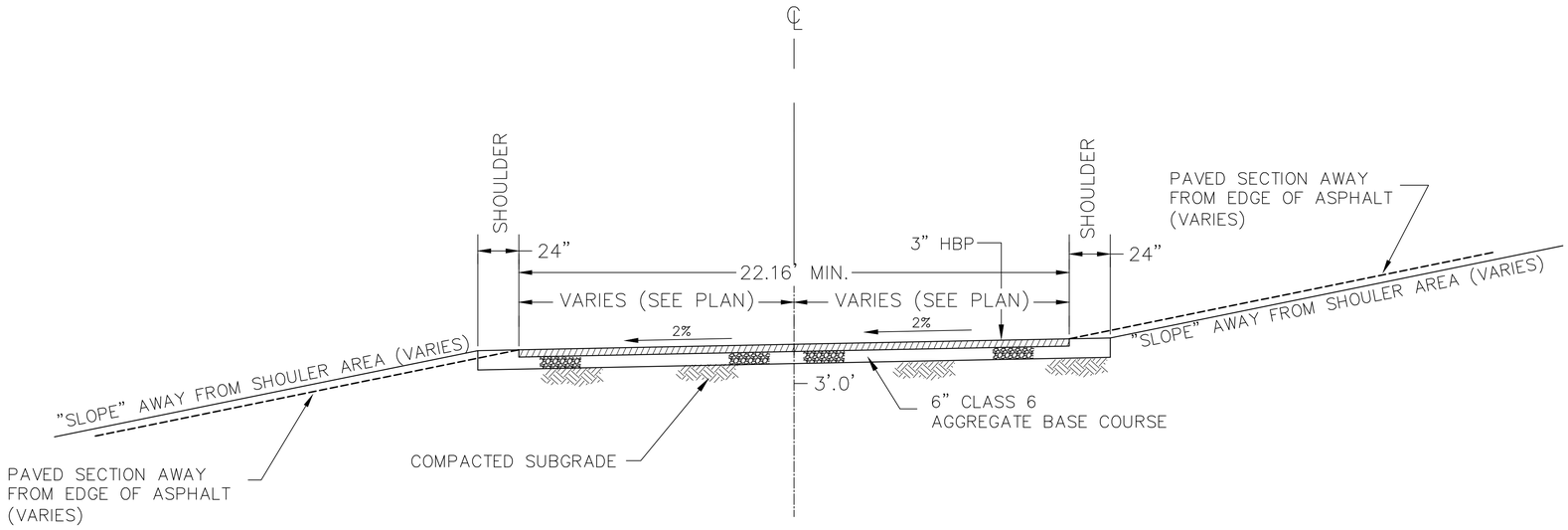
DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net					

SOLSTICE GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN SUBDIVISION – LOT 96
SOLSTICE TOWNHOMES
EROSION CONTROL/CMP PLAN

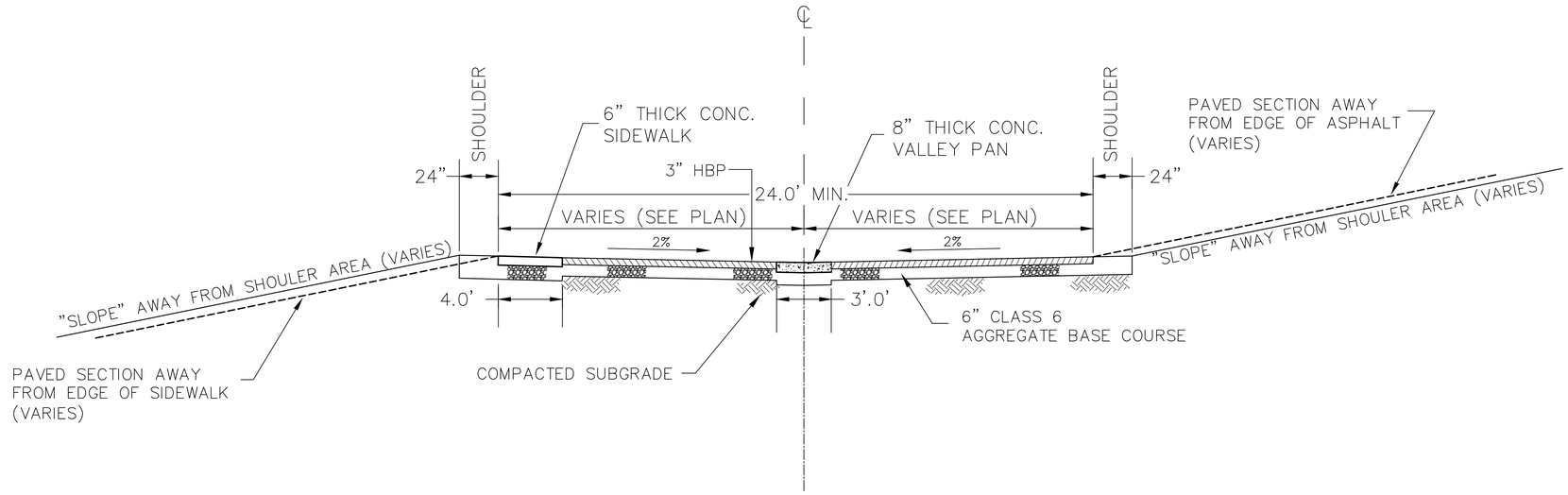
SCALE:	JOB NO:	DATE:
1" = 20'	2018.15	10-22-18

SHEET NO: C15



TYPICAL DRAKE PLACE SECTION A–A

N.T.S.



TYPICAL RIPPLE LANE SECTION B–B

N.T.S.

STATE OF COLORADO LICENSED PROFESSIONAL ENGINEER 35065 10/22/18

SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618–3555

DATE OF PREPARATION: 10–22–18

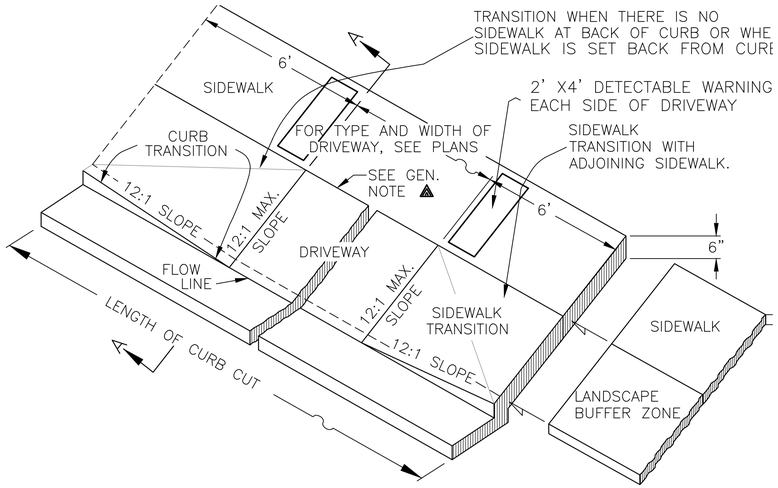
DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net					

SOLSTICE — GLENWOOD SPRINGS, COLORADO

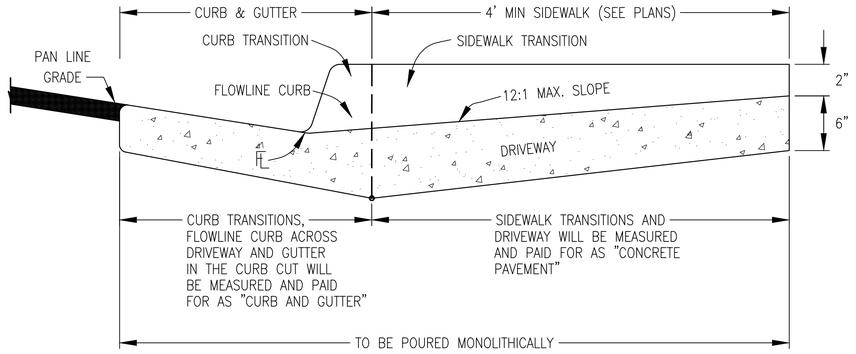
CARDIFF GLEN SUBDIVISION – LOT 95 & LOT 96
SOLSTICE TOWNHOMES
TYPICAL ROAD SECTIONS

SCALE:	JOB NO:	DATE:
N.T.S.	2018.15	10–22–18

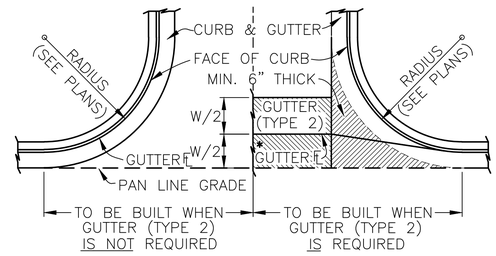
SHEET NO: C16



CURB CUT FOR DRIVEWAYS



CONCRETE PAVEMENT (DRIVEWAYS)
SECTION A–A



THIS AREA SHALL BE POURED MONOLITHICALLY WITH CURB AND GUTTER AND PAID FOR AS "CONCRETE PAVEMENT."

*FLOW LINE LOCATION WILL BE ESTABLISHED BY W/2 SHOWN ON PLANS.

*VALLEY PAN TO SLOPE TO (FLOWLINE AT 1"/FT. (DEPRESS 2" AT INTERSECTIONS).

CONSTRUCTION OF CONCRETE GUTTERS AT INTERSECTION

LEGEND FOR RADII
A = 1/8' TO 1/4"
B = 1"
C = 1 1/2"
D = 1 1/2" TO 2"

GENERAL NOTES

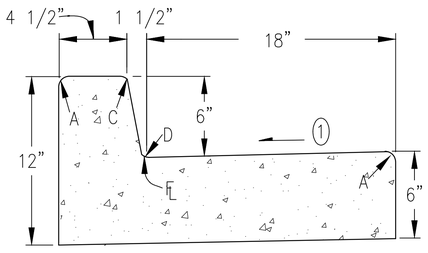
ON CURVES 3° OR LESS, CURBS AND/OR GUTTERS ARE TO BE PLACED ON THE ARC OF THE CURVE UNLESS OTHERWISE NOTED ON THE PLANS. A MAXIMUM CHORD LENGTH OF 10 FEET MAY BE USED WHEN THE CURVE IS LESS THEN 3°.

⚠ — EXPANSION JOINTS SHALL BE INSTALLED WHEN ABUTTING EXISTING CONCRETE OR FIXED STRUCTURE. EXPANSION JOINT MATERIAL SHALL BE 1/2" THICK AND SHALL EXTEND THE FULL DEPTH OF CONTACT SURFACE.

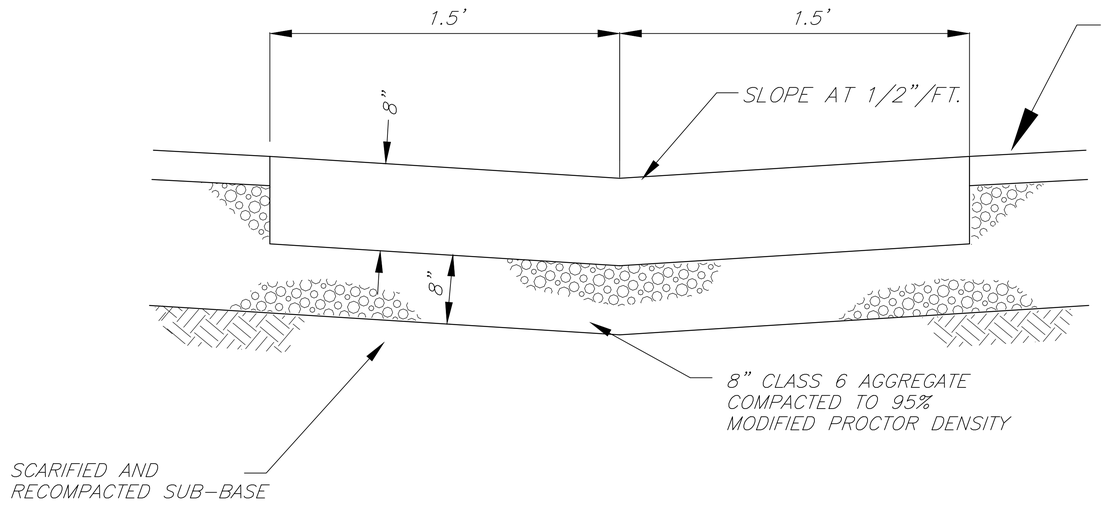
CONCRETE SHALL BE CLASS B UNLESS OTHERWISE SPECIFIED.

① — GUTTER CROSS SLOPES SHALL BE 0.04 FT/FT WHEN DRAINING AWAY FROM CURB AND 0.08 FT/FT WHEN DRAINING TOWARD CURB.

PROFILE GRADE OF CURBS AND GUTTERS SHALL BE LOCATED AT THE FLOW LINE.



CURB AND GUTTER
(6" BARRIER – 18" GUTTER)



TYPICAL VALLEY PAN SECTION

N.T.S.

PARCEL NO. 2185–272–09–027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

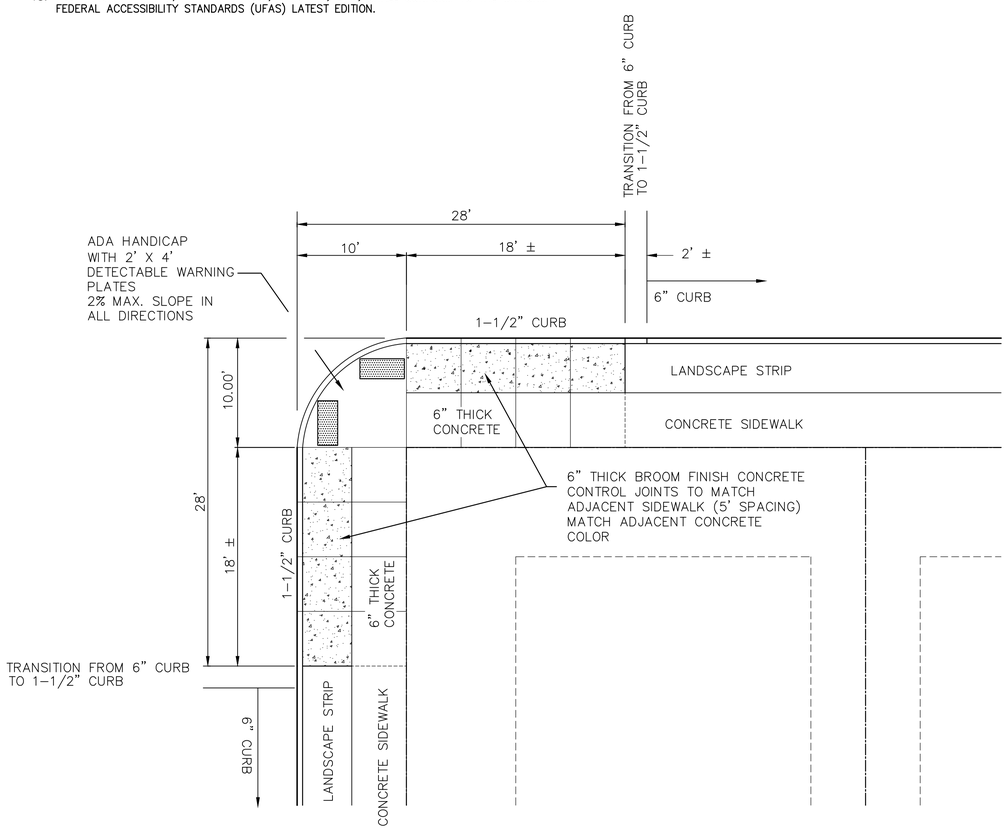
OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618–3555

DRAWN & DESIGNED BY:	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D	SOLSTICE GLENWOOD SPRINGS, COLORADO	SCALE:	JOB NO:	DATE:
H.E.B.		CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD						CARDIFF GLEN SUBDIVISION – LOTS 95 AND 96	N.T.S.	2018.15	8-24-18
CHECKED BY:	DATE: FOR	CARBONDALE, CO 81623 ● (970) 963-2170						CURB & GUTTER, INTERSECTION AND	SHEET NO:		
H.E.B.		pinnacledesign@sopris.net						SIDEWALK RAMP DETAILS	C17		

GENERAL NOTES

1. ALL CONCRETE SHALL BE CLASS AX, 4500 PSI, 3/4" AGGREGATE WITH FIBERMESH.
2. ANY EXISTING PAVEMENT NOT DESIGNATED FOR REMOVAL WHICH IS DAMAGED BY CONSTRUCTION SHALL BE REPLACED IN-KIND BY CONTRACTOR.
3. ALL CONCRETE RAMPS SHALL BE UNDERLAID WITH A MINIMUM OF FOUR INCHES (4") AGGREGATE BASE COURSE (CLASS 6) COMPACTED TO AT LEAST 90% OF AASHTO T-180 MAXIMUM DENSITY.
4. DRAWING INDICATES TYPICAL SECTION ONLY, CONDITIONS AND/OR OBSTRUCTIONS MAY NECESSITATE VARIATIONS OR REPOSITIONING. ALL LOCATIONS SHALL BE APPROVED ON AN INDIVIDUAL BASIS BY ENGINEER.
5. IN ALL CASES, ACCESSIBLE RAMPS SHALL BE ALIGNED WITH STREET CROSSWALKS.
6. AN APPROVED CURING/SEALING COMPOUND SHALL BE APPLIED TO ALL EXPOSED CONCRETE SURFACE IMMEDIATELY AFTER FINISHING.
7. ALL CONCRETE SHALL BE PROTECTED FROM FREEZING FOR 5 DAYS AFTER BEING PLACED. NO CONCRETE SHALL BE PLACED ON FROZEN GROUND.
8. MINIMUM SPACING BETWEEN JOINTS IN CURB, GUTTER & SIDEWALK IS 5 FEET.
9. MAXIMUM SPACING BETWEEN CONTRACTION JOINTS IS 10' IN ANY DIRECTION.
10. WATER SHALL NOT BE ADDED TO CONCRETE SURFACES DURING FINISHING OPERATIONS.
11. THE MAXIMUM SLOPE ALLOWED ON ANY CURB RAMP OR SIDEWALK SHALL BE 1"/FT. (8.33%).
12. THE SURFACE OF ALL ACCESSIBLE RAMPS AND FLARED SIDES SHALL BE FINISHED WITH A COURSE BROOMED TEXTURE PERPENDICULAR TO THE SLOPE OF THE RAMP.
13. ALL HANDICAP RAMPS, PARKING STALLS, LANDINGS, ETC., SHALL CONFORM TO THE UNIFORM FEDERAL ACCESSIBILITY STANDARDS (UFAS) LATEST EDITION.

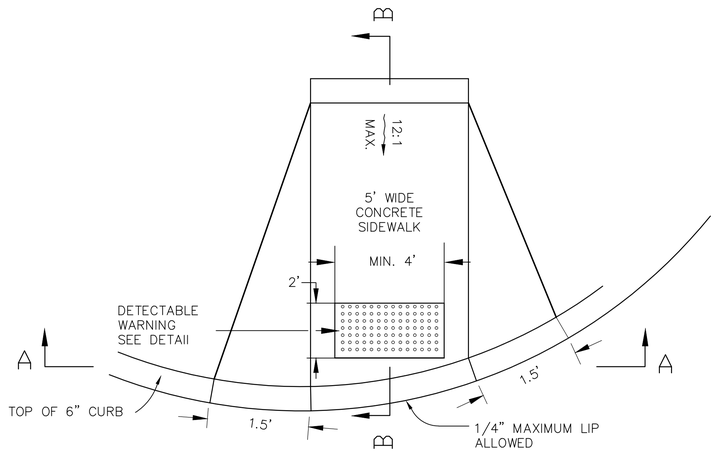


PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

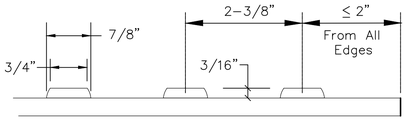
TYPICAL CORNER/INTERSECTION AT CRAWFORD WAY AND STOCKTON ROAD

N.T.S.



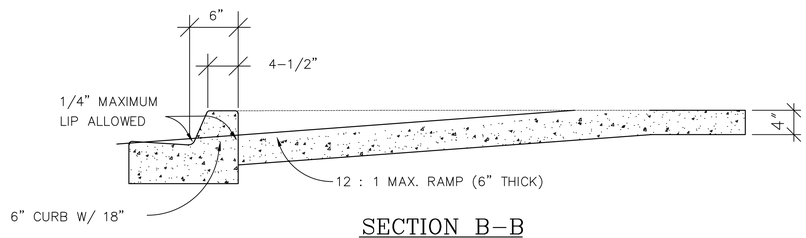
PLAN VIEW

N.T.S.



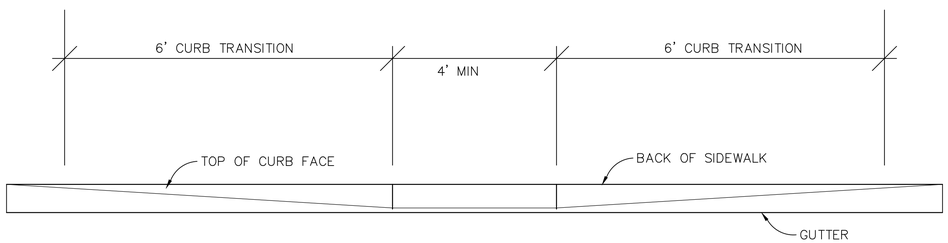
DETECTABLE WARNING DETAIL

N.T.S.



SECTION B-B

N.T.S.



SECTION A-A CURB CUT RAMP

N.T.S.

SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

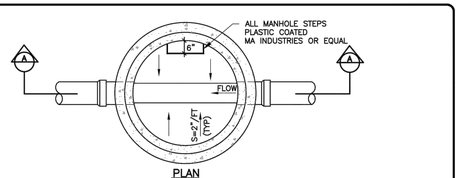
DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net					

SOLSTICE — GLENWOOD SPRINGS, COLORADO

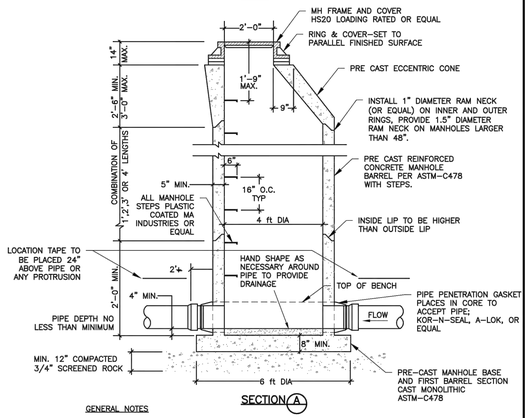
CARDIFF GLEN SUBDIVISION - LOTS 95 AND 96
SIDEWALK RAMP DETAILS

SCALE:	JOB NO:	DATE:
N.T.S.	2018.15	8-24-18

SHEET NO: C18



PLAN



SECTION (A)

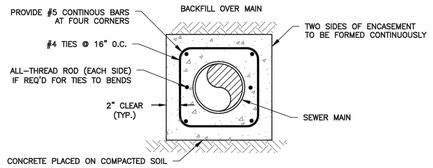
GENERAL NOTES

1. ALL CONCRETE WORK SHALL COMPLY WITH LATEST ACI–318 SPECIFICATIONS.
2. MANHOLE TROUGH SHALL HAVE A MINIMUM OF 2" DROP FROM ENTRANCE THROUGH EXIT.
3. FLOW CHANNEL TO BE SHAPED AS TO NOT ALLOW STANDING WATER.
4. USE 5' I.D. WHEN PIPE SIZE IS 18" OR LARGER.
5. EXTERIOR OF MANHOLE SHALL BE COATED WITH BITUMINOUS COATING PRIOR TO DELIVERY TO JOBSITE.

STANDARD MANHOLE

N.T.S.

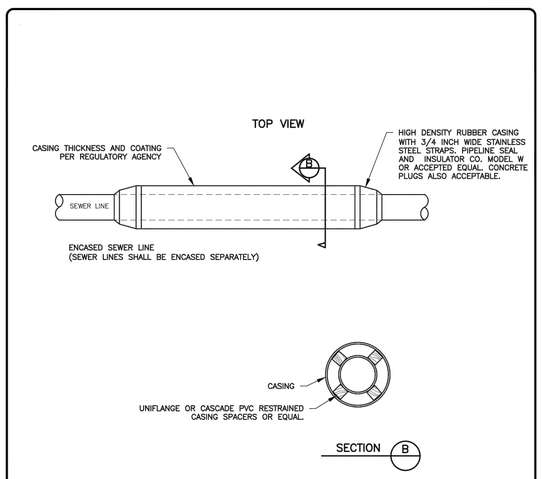
City of Glenwood Springs 101 West 8th Street Glenwood Springs, CO 81601 970.384.6435 www.ci.glenwood-springs.co.us	Standard Manhole Detail	Approved: XX Date: 3/22/16 Modified: 3/22/16 File: StandardManhole	Drawing # S01
	Division: Sewer Standard Details		



CONCRETE ENCASEMENT FOR SEWER MAIN

N.T.S.

City of Glenwood Springs 101 West 8th Street Glenwood Springs, CO 81601 970.384.6435 www.ci.glenwood-springs.co.us	Concrete Encasement Detail	Approved: XX Date: 3/22/16 Modified: 3/22/16 File: EncasementSewer	Drawing # S03
	Division: Sewer Standard Details		



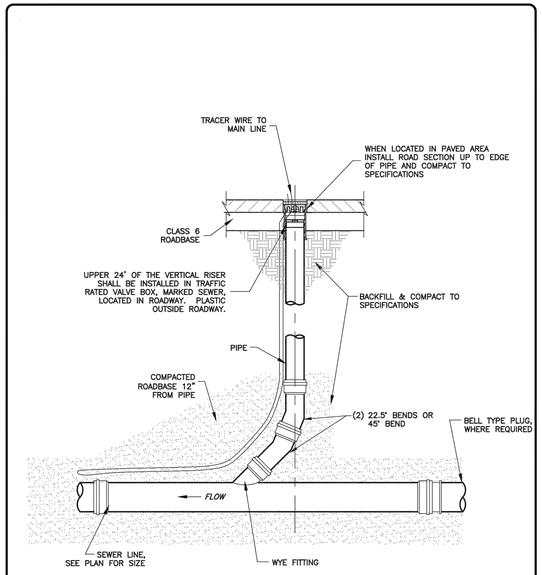
GENERAL NOTES:

1. CASING DIAMETER AND LENGTH SHALL BE DETERMINED AND ADEQUATELY SIZED BY ENGINEER.

CASING DETAIL

NTS

City of Glenwood Springs 101 West 8th Street Glenwood Springs, CO 81601 970.384.6435 www.ci.glenwood-springs.co.us	Casing Detail	Approved: XX Date: 3/22/16 Modified: 3/22/16 File: Casingdetail	Drawing # S04
	Division: Sewer Standard Details		



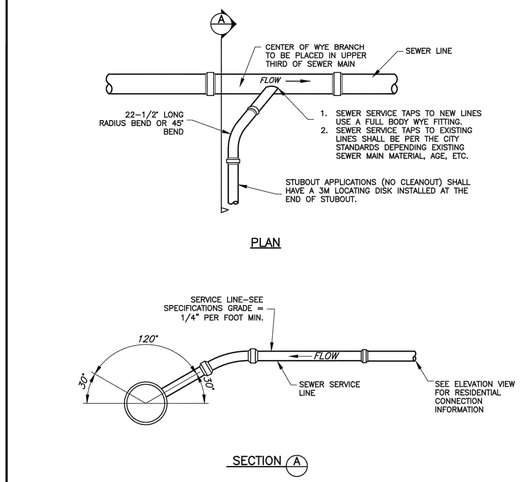
NOTES:

1. MUST BE TRAFFIC RATED IF INSTALLED IN TRAFFIC AREAS.

SEWER CLEAN–OUT

N.T.S.

City of Glenwood Springs 101 West 8th Street Glenwood Springs, CO 81601 970.384.6435 www.ci.glenwood-springs.co.us	Sewer Clean-Out	Approved: XX Date: 3/22/16 Modified: 3/22/16 File: SewerCleanOutDetail	Drawing # S05
	Division: Sewer Standard Details		



PLAN

SECTION (A)

NOTES:

1. MINIMUM SEPARATION BETWEEN TAPS SHALL BE 5' PER STANDARDS.
2. BACKFILL UNDER WYE TO BE ROADBASE AGGREGATE BASE COURSE. 95% COMPACTION DENSITY PER ASTM D–698.

SEWER SERVICE CONNECTION

N.T.S.

City of Glenwood Springs 101 West 8th Street Glenwood Springs, CO 81601 970.384.6435 www.ci.glenwood-springs.co.us	Sewer Service Connection Detail	Approved: XX Date: 3/22/16 Modified: 3/22/16 File: SewerServiceDetail	Drawing # S06
	Division: Sewer Standard Details		

PARCEL NO. 2185–272–09–027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618–3555

DATE OF PREPARATION: 10–22–18

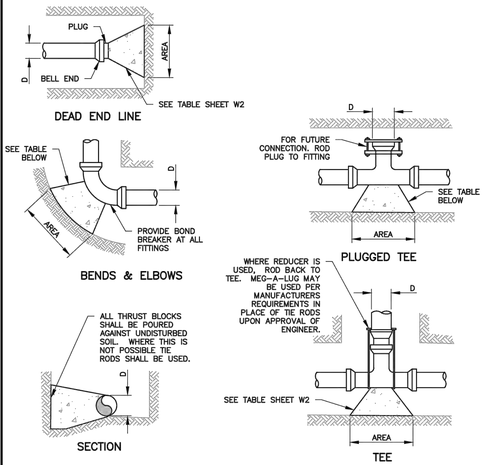
DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION / BY / CH'D
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net			

GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN – LOT 95 & LOT 96
SOLSTICE TOWNHOMES
SANITARY SEWER DETAILS

SCALE:	JOB NO:	DATE:
N.T.S.	2018.15	10–22–18

SHEET NO: C19



City of Glenwood Springs 101 West 8th Street Glenwood Springs, CO 81601 970.384.6435 www.ci.glenwood-springs.co.us	Concrete Thrust Block Details	Approved: XX Date: 2/23/18 Modified: 2/23/18 File: WaterStandards	Drawing # W01
	Division: Water Standard Details		

BEARING AREAS (IN SQ. FT.)					
SIZE	BENDS				TEES, DEAD ENDS, AND CROSS w DEAD END BRANCHES
	90°	45°	22 1/2°	11 1/2°	
3	1.0	0.6	0.3	0	0.7
4	1.8	1.0	0.5	0	1.3
6	4.0	2.2	1.1	0	2.8
8	7.1	3.8	2.0	1.0	5.0
10	11.1	6.0	3.0	1.5	7.8
12	16.0	8.6	4.4	2.2	11.3
14	21.7	11.8	6.0	3.0	15.4
15	25.0	13.5	7.0	3.5	17.6
16	28.4	15.3	8.0	4.0	20.0
18	36.0	19.4	10.0	5.0	25.4
20	44.2	24.0	12.2	6.1	31.4
21	49.0	26.5	13.5	6.8	34.6
22	54.0	29.0	14.8	7.4	38.0
24	64.0	34.5	17.7	8.8	45.0
30	100.0	54.0	27.6	13.8	71.0
36	144.0	78.0	40.0	20.0	102.0

NOTE: TEE SIZE IS BRANCH SIZE.

AREAS GIVEN IN TABLE ARE BASED UPON INTERNAL STATIC PRESSURE OF 100 P.S.I. AND SOIL BEARING CAPACITY OF 1,000 lbs. PER SQ. FT.

BEARING AREAS FOR ANY PRESSURE AND SOIL BEARING CAPACITY MAY BE OBTAINED BY MULTIPLYING TABULATED VALUES BY A CORRECTION FACTOR "F"

F= ACTUAL SPECIFIED TEST PRESSURE IN HUNDREDS OF lbs. / ACTUAL SOIL BEARING CAPACITY IN THOUSANDS OF lbs.

SOIL BEARING CAPACITIES SHALL BE DETERMINED BY THE ENGINEER

ALL WATER LINE PLANS SHALL CONTAIN THE FOLLOWING TABLE, WITH THE VALUES FILLED IN BY THE ENGINEER:

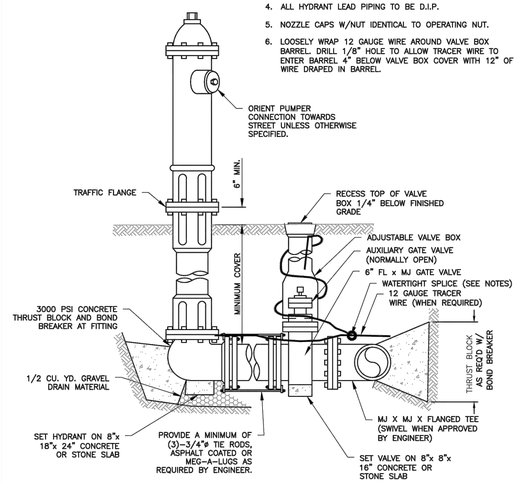
SOIL BEARING CAPACITY – _____LBS/SQ. FT.
TEST PRESSURE – _____ P.S.I.
BEARING AREA MULTIPLIER (F) – _____

CONCRETE THRUST BLOCK DETAILS
N.T.S.

City of Glenwood Springs 101 West 8th Street Glenwood Springs, CO 81601 970.384.6435 www.ci.glenwood-springs.co.us	Concrete Thrust Block Details	Approved: XX Date: 2/23/18 Modified: 2/23/18 File: WaterThrustBlocks	Drawing # W02
	Division: Water Standard Details		

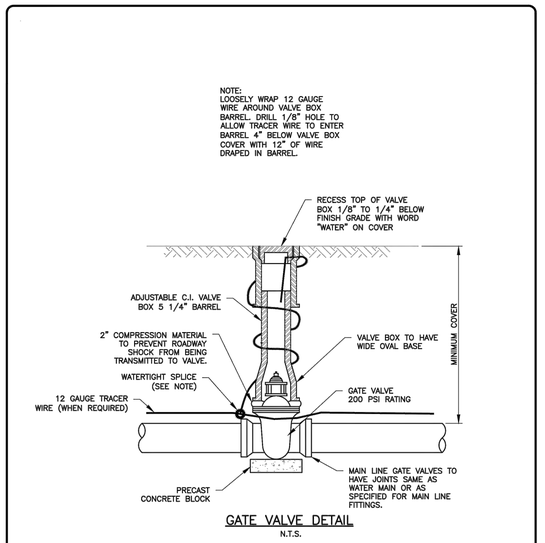
NOTES:

1. ALL JOINTS FROM MAIN TO HYDRANT SHALL BE HARNESSED MECHANICAL JOINTS OR FLANGED JOINTS.
2. HYDRANT, VALVE & FITTINGS TO BE 250 PSI RATED.
3. POLYETHYLENE WRAP (WHEN REQUIRED) SHALL COVER ASSEMBLY FROM HYDRANT BASE TO WATER MAIN.
4. ALL HYDRANT LEAD PIPING TO BE D.I.P.
5. NOZZLE CAPS W/NUT IDENTICAL TO OPERATING NUT.
6. LOOSELY WRAP 12 GAUGE WIRE AROUND VALVE BOX BARREL. DRILL 1/8" HOLE TO ALLOW TRACER WIRE TO ENTER BARREL 4" BELOW VALVE BOX COVER WITH 12" OF WIRE DRAPED IN BARREL.



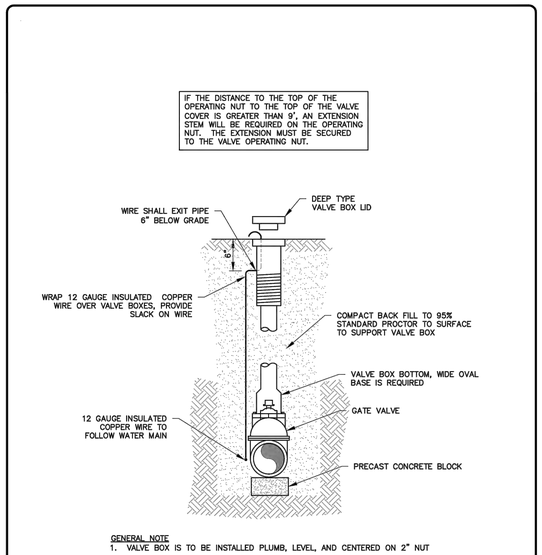
FIRE HYDRANT ASSEMBLY DETAIL
N.T.S.

City of Glenwood Springs 101 West 8th Street Glenwood Springs, CO 81601 970.384.6435 www.ci.glenwood-springs.co.us	Fire Hydrant Assembly Detail	Approved: XX Date: 2/23/18 Modified: 2/23/18 File: WaterPlantInvestDistrict	Drawing # W03
	Division: Water Standard Details		



GATE VALVE DETAIL
N.T.S.

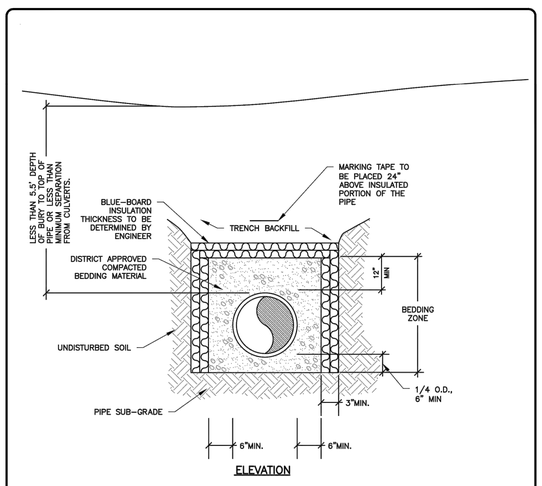
City of Glenwood Springs 101 West 8th Street Glenwood Springs, CO 81601 970.384.6435 www.ci.glenwood-springs.co.us	Gate Valve Detail	Approved: XX Date: 2/23/18 Modified: 2/23/18 File: WaterGateValveDetail	Drawing # W04
	Division: Water Standard Details		



GENERAL NOTE
1. VALVE BOX IS TO BE INSTALLED PLUMB, LEVEL, AND CENTERED ON 2" NUT

GATE VALVE & BOX ASSEMBLY DETAIL
N.T.S.

City of Glenwood Springs 101 West 8th Street Glenwood Springs, CO 81601 970.384.6435 www.ci.glenwood-springs.co.us	Gate Valve And Box Assembly	Approved: XX Date: 2/23/18 Modified: 2/23/18 File: WaterValveBoxAssembly	Drawing # W05
	Division: Water Standard Details		



ELEVATION

GENERAL NOTES

1. CONDITION OF LESS THAN MINIMUM BURY DEPTH ALLOWED ONLY WITH WRITTEN APPROVAL FROM THE CITY PRIOR TO CONSTRUCTION. INSULATION SHALL BE INSTALLED ON ALL PIPE THAT DOES NOT MEET MINIMUM BURY REQUIREMENTS.
2. SEE SEWER AND WATER PIPE BEDDING DETAIL FOR BACKFILL MATERIAL AND COMPACTION SPECS.
3. INSULATION SHALL BE INSTALLED ON ALL PIPE THAT IS WITHIN TWO FEET OF ANY DRAINAGE CULVERT. THIS APPLIES TO THE BOTTOM OF THE PIPE IF IT CROSSES OVER TOP OF THE CULVERT.

WATER PIPE INSULATION DETAIL
N.T.S.

City of Glenwood Springs 101 West 8th Street Glenwood Springs, CO 81601 970.384.6435 www.ci.glenwood-springs.co.us	Water Pipe Insulation Detail	Approved: XX Date: 2/23/18 Modified: 2/23/18 File: WaterPipeInsulationDetail	Drawing # W06
	Division: Water Standard Details		

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

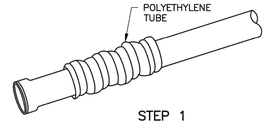
DATE OF PREPARATION: 10-22-18

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY: _____	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CHD
CHECKED BY: H.E.B.	DATE: _____ FOR _____	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net					

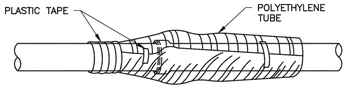
GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN – LOT 95 & LOT 96
SOLSTICE TOWNHOMES
WATER DETAILS

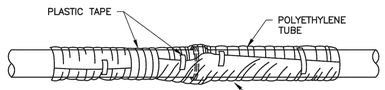
SCALE: N.T.S.	JOB NO: 2018.15	DATE: 10-22-18
SHEET NO: C20		



STEP 1



STEP 2



STEP 3

EXERCISE CARE TO PREVENT PENETRATION OF PE WRAP WITH GRAVEL, ROCKS, ETC. WHEN BACKFILLING TRENCH.

FIELD INSTALLATION – POLYETHYLENE WRAP

WHERE SPECIFICALLY REQUIRED FOR SOIL APPLICATIONS

STEP 1 – PLACE TUBE OF POLYETHYENE MATERIAL ON PIPE PRIOR TO LOWERING IT INTO PLACE

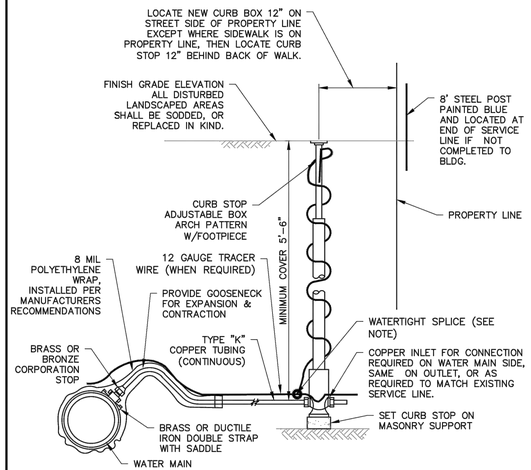
STEP 2 – PULL THE TUBE OVER THE LENGTH OF THE PIPE. TAPE TUBE TO PIPE AT JOINT. FOLD MATERIAL AROUND THE ADJACENT SPIGOT END AND WRAP WITH TAPE TO HOLD THE PLASTIC TUBE IN PLACE.

STEP 3 – OVERLAP FIRST TUBE WITH ADJACENT TUBE AND SECURE WITH PLASTIC ADHESIVE TAPE. THE POLYETHYLENE TUBE MATERIAL COVERING THE PIPE SHALL BE LOOSE. EXCESS MATERIAL SHALL BE NEATLY DRAWN UP AROUND THE PIPE BARREL, FOLDED ON TOP OF PIPE AND TAPED IN PLACE.

POLYWRAP DETAIL
N.T.S.

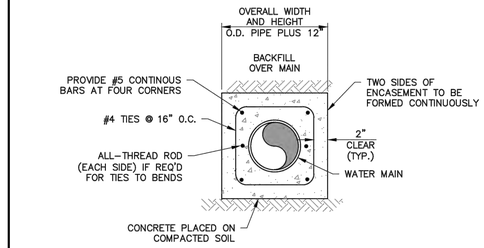
City of Glenwood Springs 101 West 8th Street Glenwood Springs, CO 81601 970.384.6435 www.ci.glenwood-springs.co.us	Polywrap Detail	Approved: XX Date: 2/23/16 Modified: 2/23/16 File: WaterPolywrapDetail	Drawing # W07
	Division: Water Standard Details		

NOTE:
LOOSELY WRAP 12 GAUGE WIRE AROUND VALVE BOX BARREL. DRILL 1/8" HOLE TO ALLOW TRACER WIRE TO ENTER BARREL 4" BELOW VALVE BOX COVER WITH 12" OF WIRE DRAPED IN BARREL.



WATER SERVICE CONNECTION DETAIL
N.T.S.

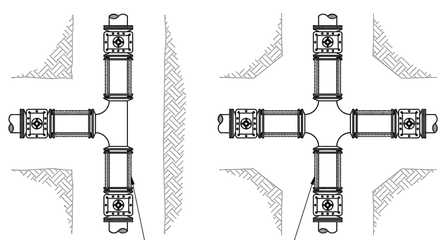
City of Glenwood Springs 101 West 8th Street Glenwood Springs, CO 81601 970.384.6435 www.ci.glenwood-springs.co.us	Water Service Connection Detail	Approved: XX Date: 2/23/16 Modified: 2/23/16 File: WaterServiceDetail	Drawing # W08
	Division: Water Standard Details		



WATER MAIN CONCRETE ENCASEMENT DETAIL
N.T.S.

City of Glenwood Springs 101 West 8th Street Glenwood Springs, CO 81601 970.384.6435 www.ci.glenwood-springs.co.us	Water Main Concrete Encasement Detail	Approved: XX Date: 2/23/16 Modified: 2/23/16 File: WaterEncasementDetail	Drawing # W09
	Division: Water Standard Details		

NOTE: USE OF FOSTER ADAPTERS OR SWIVEL TEES SHALL BE ALLOWED, IF APPROVED BY THE CITY.

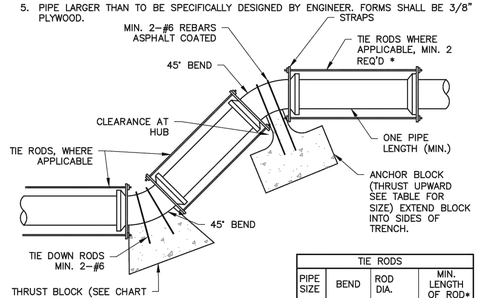


PROVIDE 2 – 3/4" GREASED STEEL TIE RODS WITH "STAR" TIE BOLTS ENCAPSULATED IN POLYETHYLENE SHEETING, OR "PROTECTO WRAP". BOLT VALVE TO TEE OR CROSS.

LINE VALVES AT TEES AND CROSSES
N.T.S.

City of Glenwood Springs 101 West 8th Street Glenwood Springs, CO 81601 970.384.6435 www.ci.glenwood-springs.co.us	Line Valves at Tees and Crosses	Approved: XX Date: 2/23/16 Modified: 2/23/16 File: WaterValveTeeCross	Drawing # W10
	Division: Water Standard Details		

NOTES
1. USE CONCRETE THRUST BLOCKS & ANCHOR BLOCK FOR PLASTIC PIPE, (NO TIERODS).
2. FOR CAST IRON PIPE USE EITHER TIE RODS OR CONCRETE BLOCKS.
3. ANCHOR BLOCK WEIGHTS AND TIE ROD SIZE & LENGTH BASED ON 200 PSI PRESSURE & 4–1/2 FT. OF COVER. WHERE WORKING PRESSURE EXCEEDS ABOVE, ANCHORS TO BE SPECIAL CONSTRUCTION.
4. MEGA–LUG MAY BE USED PER MANUFACTURERS REQUIREMENTS IN PLACE OF TIE RODS UPON APPROVAL OF ENGINEER.
5. PIPE LARGER THAN TO BE SPECIFICALLY DESIGNED BY ENGINEER. FORMS SHALL BE 3/8" PLYWOOD.



MIN WEIGHT OF ANCHOR BLOCK			
PIPE SIZE	90° BEND	45° BEND	22 1/2° BEND
2"	150#	150#	150#
3"	900#	450#	150#
4"	1600#	900#	450#
6"	6050#	2400#	700#
8"	12,300#	5750#	2000#
10"	22,500#	12,100#	6200#
12"	32,100#	17,400#	8900#

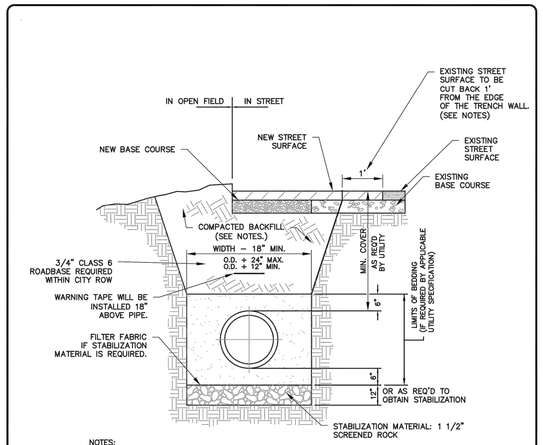
NOTE:
WEIGHT OF CONCRETE EQUALS 150#/CU. FT.

TIE RODS			
PIPE SIZE	BEND	ROD DIA.	MIN. LENGTH OF ROD*
4"	90° 45° 22 1/2°	3/4" 3/4" 3/4"	22' 7' 2'
6"	90° 45° 22 1/2°	3/4" 3/4" 3/4"	35' 10' 3'
8"	90° 45° 22 1/2°	1" 3/4" 3/4"	48' 14' 4'
12"	90° 45° 22 1/2°	1 1/4" 3/4" 3/4"	78' 22' 6'

* ACTUAL LENGTH OF ROD TO BE SUCH THAT STRAP CAN BE PLACED BEYOND FIRST COLLAR OR HUB AT OR BEYOND THE MINIMUM LENGTH SHOWN.

VERTICAL BEND ANCHOR DETAIL
N.T.S.

City of Glenwood Springs 101 West 8th Street Glenwood Springs, CO 81601 970.384.6435 www.ci.glenwood-springs.co.us	Vertical Bend Anchor Detail	Approved: XX Date: 2/23/16 Modified: 2/23/16 File: VerticalBendAnchorDetail	Drawing # W11
	Division: Water Standard Details		



NOTES:
1. RIGHT OF WAY & EASEMENT AREAS SHALL BE GRADED (CUT & FILL) TO SUBGRADE (+/–0.5) AT UTILITY LOCATIONS INCLUDING SERVICES, PRIOR TO UTILITY INSTALLATION.
2. BACKFILL TO BE COMPACTED TO 95% AND WITHIN TWO (2)% OF OPTIMUM MOISTURE CONTENT AS DETERMINED BY A.S.T.M. D–698 DENSITY IN ALL AREAS UNLESS OTHERWISE NOTED.
3. TRENCH EXCAVATION SHALL COMPLY WITH ALL OSHA STANDARDS.
4. FILTER FABRIC IS REQUIRED IF STABILIZATION MATERIAL IS USED. THE FABRIC SHALL BE INSTALLED AS SHOWN IN THE DETAIL.
5. A ONE FOOT CUT BACK IS NOT REQUIRED IF FLOW FILL IS USED FOR BACKFILL.

TRENCH EXCAVATION & BACKFILL DETAIL
N.T.S.

City of Glenwood Springs 101 West 8th Street Glenwood Springs, CO 81601 970.384.6435 www.ci.glenwood-springs.co.us	Trench Excavation & Backfill Detail	Approved: XX Date: 2/23/16 Modified: 2/23/16 File: Trench Excavation & Backfi Detail	Drawing # W13
	Division: Water Standard Details		

PARCEL NO. 2185–272–09–027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618–3555

DATE OF PREPARATION: 10–22–18

DRAWN & DESIGNED BY: H.E.B.
CHECKED BY: H.E.B.
REVIEWED BY: _____
DATE: _____ FOR _____

PINNACLE DESIGN CONSULTING GROUP, INC.
CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD
CARBONDALE, CO 81623 ● (970) 963–2170
pinnacledesign@sopris.net

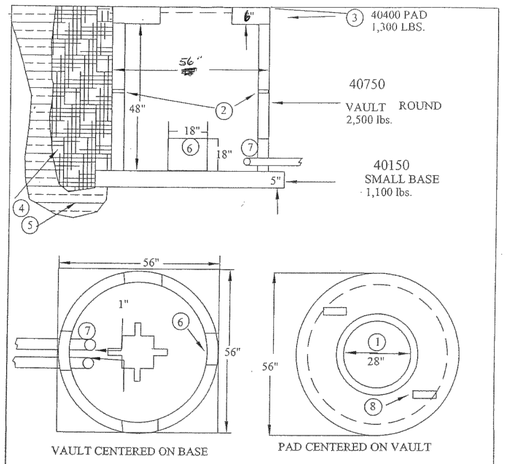
REVISION	DATE	DESCRIPTION	BY	CH'D

GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN – LOT 95 & LOT 96
SOLSTICE TOWNHOMES
WATER DETAILS

SCALE: N.T.S. | JOB NO: 2018.15 | DATE: 10–22–18

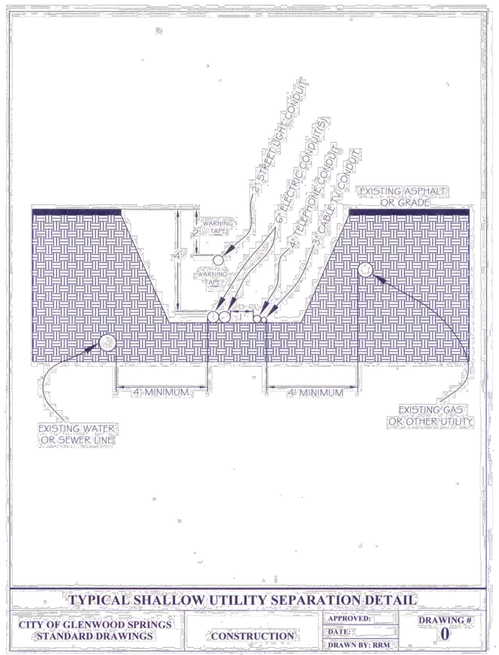
SHEET NO: C21



NOTES:
1. 28" MANHOLE
2. 3/4" HOLE (TOTAL OF FOUR)
3. GROUND LEVEL
4. BACKFILL TO BE WELL COMPACTED
5. SOIL UNDER BASE TO BE UNDISTURBED OR WELL COMPACTED
6. FOUR KNOCKOUTS (16" X 18")
7. CONDUIT(S) INSTALLED THROUGH KNOCKOUTS SHALL BE GROUTED
8. LIFTING HOLES

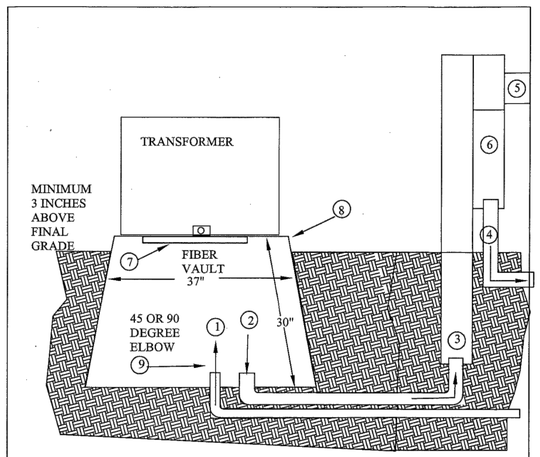
ROUND SPLICE VAULT SPECIFICATIONS

CITY OF GLENWOOD SPRINGS STANDARD DRAWINGS	ELECTRIC CONSTRUCTION	APPROVED: / DATE: / DRAWN BY: RRM	DRAWING # EOHS-12



TYPICAL SHALLOW UTILITY SEPARATION DETAIL

CITY OF GLENWOOD SPRINGS STANDARD DRAWINGS	CONSTRUCTION	APPROVED: / DATE: / DRAWN BY: RRM	DRAWING # 0



NOTES:
1. GSES PRIMARY PVC CONDUIT
2. SECONDARY CONDUIT TO PEDESTAL
3. 3" PVC CONDUIT LINE SIDE
4. SECONDARY CONDUIT LOAD SIDE
5. GSES SUPPLIED WATT HOUR METER
6. MAIN DISCONNECT
7. OPENING MUST FACE DIRECTION OF FRONT OF TRANSFORMER DOOR
8. FIBER VAULT MUST BE PLACED LEVEL
9. CONDUIT ENTERING VAULT MUST EXTEND ABOVE GROUND LEVEL A MIN. OF 6" AND A MAX. OF 12"
10. A SEPERATE CONDUIT FOR EACH ELECTRIC SERVICE

TYPICAL FIBER TRANS. VAULT & METER PED SPECS.

CITY OF GLENWOOD SPRINGS STANDARD DRAWINGS	ELECTRIC CONSTRUCTION	APPROVED: / DATE: / DRAWN BY: RRM	DRAWING # EOHS-17

COLORADO LICENSED
HOWARD E. BUCK
35083
10/22/18
PROFESSIONAL ENGINEER

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

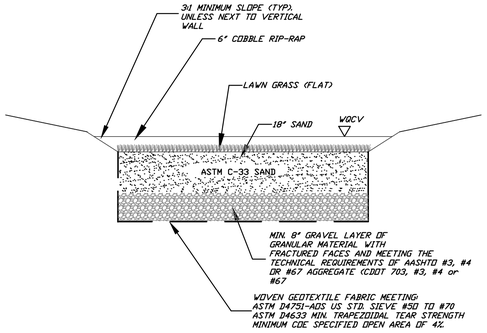
TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

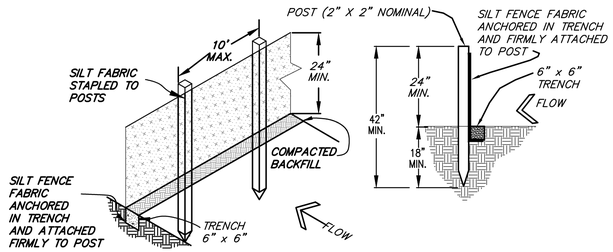
DATE OF PREPARATION: 10-22-18

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D	GLENWOOD SPRINGS, COLORADO	SCALE: N.T.S.	JOB NO: 2018.15	DATE: 10-22-18
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net						CARDIFF GLEN - LOT 95 & LOT 96 SOLSTICE TOWNHOMES ELECTRIC DETAILS	SHEET NO: C22		



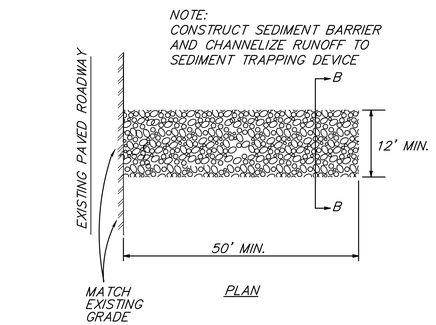
SURFACE SAND FILTER TYPICAL SECTION

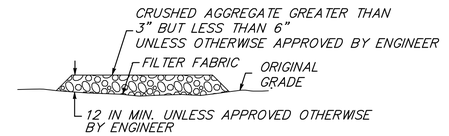
N.T.S.



SILT FENCE

N.T.S.





SECTION B-B
N.T.S.

VEHICLE TRACKING PAD

NTS

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

DATE OF PREPARATION: 10-22-18

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net					

SOLSTICE GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN SUBDIVISION - LOTS 95 AND 96
SIDEWALK RAMP DETAILS

SCALE:	JOB NO:	DATE:
N.T.S.	2018.15	10-22-18

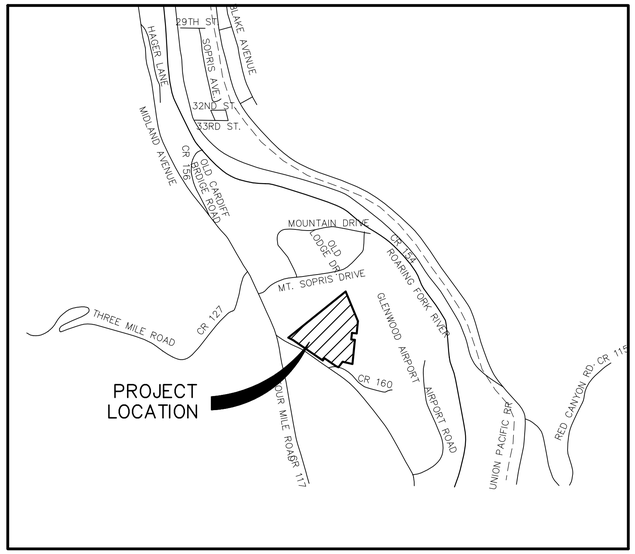
SHEET NO: C23

ASPEN BUILT HOMES

PLANS FOR
CONSTRUCTION
OF

CARDIFF GLEN GRAND RIVER PARK AND LOT 95 SIDEWALK AND PARKING IMPROVEMENTS

SEPTEMBER 1, 2016



VICINITY MAP

NO.	TITLE
C1	COVER SHEET
C2	GENERAL NOTES
C3	GRAND RIVER PARK GRADING DRAINAGE & EROSION CONTROL PLAN (20 SCALE)
C4	GRAND RIVER PARK GRADING DRAINAGE & EROSION CONTROL PLAN (SOUTH PORTION 10 SCALE)
C5	GRAND RIVER PARK GRADING DRAINAGE & EROSION CONTROL PLAN (NORTH PORTION 10 SCALE)
C6	LOT 95 GRADING DRAINAGE & EROSION CONTROL PLAN (20 SCALE)
C7	LOT 95 GRADING DRAINAGE & EROSION CONTROL PLAN (SOUTH PORTION 10 SCALE)
C8	LOT 95 GRADING DRAINAGE & EROSION CONTROL PLAN (NORTH PORTION 10 SCALE)
C9	SIDEWALK AND PARKING ACCESS/LOT PROFILES
C10	TYPICAL SECTIONS & DRAINAGE AND EROSION CONTROL DETAILS

PINNACLE DESIGN CONSULTING GROUP, INC.

CONSULTING ENGINEERS ● 805 BUCK POINT ROAD
CARBONDALE, CO ● (970) 963-2170

JOB NO. 9016.06

BENCHMARK AND SURVEY CONTROL

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING OF BOTH HORIZONTAL AND VERTICAL LAYOUT ON THIS PROJECT. A CAD DRAWING WILL BE PROVIDED TO CONTRACTOR TO ESTABLISH HORIZONTAL AND VERTICAL CONTROL FOR CONSTRUCTION OF THE PROJECT IMPROVEMENTS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL COORDINATE WITH THE PROJECT ENGINEER FOR INTERPRETATION AND INFORMATION IN STAKING OF THE PROJECT FOR CONSTRUCTION AS MAY BE NECESSARY.

2. PRIOR TO PROJECT COMPLETION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY PROPERTY MONUMENTATION DISTURBED OR REMOVED BY CONSTRUCTION OPERATIONS. THIS WORK SHALL BE PERFORMED BY A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO. PROPERTY CORNERS WHICH FALL WITHIN NEW CONCRETE FLATWORK SHALL BE DURABLE AND SET FLUSH. THIS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.

EARTHWORK

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LEGAL DISPOSAL OF ANY EXCESS SOIL, DEBRIS AND WASTE MATERIAL OFF OF THE PROJECT SITE.

2. ANY MATERIAL NOT SUITABLE FOR BACKFILL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF, BY AND AT THE EXPENSE OF THE CONTRACTOR.

NPDES DRAINAGE WATER QUALITY NOTES:

1. THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL REMOVE ALL SEDIMENTS, MUD, AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOW LINES AND PUBLIC RIGHTS-OF-WAY AS A RESULT OF THIS CONSTRUCTION PROJECT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER.

2. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE TO THE STORM SEWER INLETS IS PROHIBITED.

3. THE CONTRACTOR SHALL PROTECT ALL STORM SEWER FACILITIES ADJACENT TO ANY LOCATION WHERE PAVEMENT CUTTING OPERATION, INVOLVING WHEEL CUTTING, SAW CUTTING OR ABRASIVE WATER JUST CUTTING ARE TO TAKE PLACE. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL WASTE PRODUCTS GENERATED BY SAID CUTTING OPERATIONS ON A DAILY BASIS. THE DISCHARGE OF ANY WATER CONTAMINATED BY WASTE PRODUCTS FROM CUTTING OPERATIONS TO THE STORM SEWER IS PROHIBITED.

4. THE CONTRACTOR MUST KEEP ALL POLLUTANTS, INCLUDING TRENCH BACKFILL MATERIAL, FROM WASHING INTO THE STORM SEWER SYSTEM.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A STORM WATER MANAGEMENT PLAN PERMIT IF THE PROJECT MEETS MINIMUM REQUIREMENTS FOR A PERMIT.

UTILITY GENERAL NOTES:

1. ANY CONTRACTOR-CAUSED DAMAGE TO UTILITY AND/OR SERVICE LINES SHOWN OR NOT SHOWN ON THE PLANS, SHALL BE REPAIRED OR REPLACED AT NO COST TO THE CITY OF GLENWOOD SPRINGS OR THE RESIDENTS OF CARDIFF GLEN, AND AND SHALL BE ACCOMPLISHED BY THE CONTRACTOR, SUBCONTRACTOR OR AS APPROVED BY THE CITY ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY COMPANIES PRIOR TO COMMENCING WORK IN THE PROJECT AREA. LIKEWISE, THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING HIS WORK AND THAT OF THE INVOLVED UTILITIES IN THE PROJECT AREA.

2. UNDERGROUND UTILITY LINES HAVE NOT BEEN SHOWN SHOWN ON THE PLANS, HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION AND PROTECTION OF ALL UTILITIES IN PLACE.

3. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811 TWO BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION OR GRADING.

4. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL UTILITY AND STRUCTURES AFFECTED BY THE WORK AND ANY DAMAGE SHALL BE REPAIRED AND RESTORED TO THE SATISFACTION OF THE CITY OF GLENWOOD SPRINGS AND THE ASSOCIATED UTILITY SERVICE PROVIDERS. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL UTILITY RELOCATIONS AS NECESSARY.

GENERAL CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL LABOR, MATERIAL, EQUIPMENT AND INCIDENTAL ITEMS NEEDED TO PROVIDE ADEQUATE CONSTRUCTION SIGNING, BARRICADES, TRAFFIC CONTROL DEVICES AND OTHER RELATED ITEMS FOR THE PROJECT AREAS, DURING THE CONSTRUCTION PERIOD.

2. ALL SIDEWALK AND PAVED DRIVEWAY REMOVALS SHALL BE BOUNDED BY JOINTS OR SAWCUTS. SAWCUTTING IS TO BE CONSIDERED AN INCIDENTAL ITEM AND THE COST OF THIS ITEM IS TO BE INCLUDED IN OTHER PAY ITEMS.

3. THE CONTRACTOR SHALL TAKE SPECIAL CARE NOT TO DAMAGE TREES AND SHRUBS UNLESS SO DIRECTED BY THE PROJECT ENGINEER.

4. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO THE START OF WORK.

5. ANY SURPLUS EXCAVATION TO INCLUDE BUT NOT LIMITED TO THE REMOVAL OF LANDSCAPING FOR SIDEWALK INSTALLATION SHALL BECOME THE PROPERTY OF THE CONTRACTOR, AND DISPOSAL SHALL BE THE CONTRACTOR'S RESPONSIBILITY AT NO ADDITIONAL COST.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SURVEYING AND CONSTRUCTION STAKING FOR THE PROJECT. ALL GRADING AND SURFACING SHALL BE IN ACCORDANCE WITH THE PLAN SHEETS.

7. THE CONTRACTOR SHALL REMOVE AND STOCKPILE ALL SALVAGED TOPSOIL TO BE USED LATER AS BACKFILL BEHIND CURBS AND DRIVES OR IN THE RESTORATION OF DISTURBED AREAS. THIS WORK IS TO BE CONSIDERED AN INCIDENTAL ITEM AND THE COST OF THIS ITEM IS TO BE INCLUDED IN OTHER PAY ITEMS.

8. THE CONTRACTOR SHALL LEVEL ALL DISTURBED AREAS WITH TOPSOIL AND HAND-RAKE TO A UNIFORM APPEARANCE. THE AREA SHALL BE SEEDED WITH PROTECTIVE STRAW MAT COVER DURING WINTER MONTHS, SODDED OR SEEDED IN A FASHION THAT PREVENTS THE EFFECTS OF EROSION.

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH CDOT AND THE CITY OF GLENWOOD MUNICIPAL CODE, ENGINEERING DEPARTMENT, GENERAL PROVISIONS, SPECIAL PROVISIONS, ENGINEERING SPECIFICATIONS, REVISIONS TO STANDARD SPECIFICATIONS AND SUPPLEMENTAL SPECIFICATIONS, CDOT STANDARD SPECIFICATIONS, LATEST REVISION.

2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS AND REGULATIONS AS SET FORTH BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.).

3. NO FIELD CHANGES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.

4. SUBMITTALS SHALL BE MADE FOR ALL MATERIALS TO BE INCORPORATED INTO THE PROJECT.

5. THE CONTRACTOR SHALL OBTAIN AN APPROVED TRAFFIC CONTROL PLAN PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.

6. STORAGE IS NOT ALLOWED IN THE PUBLIC ROW.

7. ALL CONSTRUCTION IS TO INCLUDE COMPACTION AND FINISH GRADING IN THE UNIT PRICE RELATED WORK ITEM.

8. ALL WORK SHALL BE DONE TO THE LINES, GRADES, SECTIONS, AND ELEVATIONS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER.

9. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF GLENWOOD'S SPRINGS AND THE ENGINEER.

10. THE ENGINEER SHALL BE NOTIFIED WITHIN 48 HOUR PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

11. DIMENSIONS AND RADII ARE SHOWN TO THE FLOW LINE OF CURB UNLESS OTHERWISE NOTED.

12. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND/OR TOES OF SLOPE AS SHOWN ON THE PLANS. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITIONS BY THE CONTRACTOR AT HIS/HER OWN EXPENSE.

13. THE CONTRACTOR SHALL NOT REMOVE AND SHALL PROTECT FROM DAMAGE ALL TREES, BUSHES, AND EXISTING IMPROVEMENTS INSIDE AND OUTSIDE THE LIMITS OF WORK. SPECIFIC PROVISIONS ARE SHOWN ON THE PLANS.

14. NO TREES SHALL BE REMOVED OR TRIMMED WITHOUT PRIOR ACKNOWLEDGEMENT OF THE PROPERTY OWNER AND/OR PROJECT ENGINEER OR LANDSCAPE ARCHITECT.

15. THE CONTRACTOR SHALL PROTECT THE EXISTING DRAINAGE STRUCTURES AND REROUTE ANY RUNOFF AS NECESSARY DURING CONSTRUCTION ACTIVITIES TO PREVENT EROSION AND DAMAGE.

16. THE CONTRACTOR SHALL PROVIDE SAFE PEDESTRIAN ACCESS AT ALL TIMES DURING THE PROJECT.

17. THE CONTRACTOR SHALL CLOSELY MONITOR ACCESS FOR HEAVY CONSTRUCTION EQUIPMENT THROUGH THE PROJECT.

18. WHERE PAVEMENT IS TO ABUT EXISTING PAVEMENT, THE EXISTING PAVEMENT SHALL BE REMOVED TO A NEAT VERTICAL LINE BY FULL DEPTH SAWING. SAWING WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCIDENTAL TO "REMOVAL OF ASPHALT PAVEMENT" THE CONTRACTOR WILL BE REQUIRED TO PAINT THE EDGE OF THE CUT PAVEMENT WITH DILUTED EMULSIFIED ASPHALT (SLOW SETTING) PRIOR TO PAVING OPERATIONS. VERTICAL EDGES SHALL NOT REMAIN OVERNIGHT. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF ONE PART EMULSIFIED ASPHALT AND ONE PART WATER.

19. WATER SHALL BE USED AS A DUST PALLIATIVE WHERE REQUIRED. LOCATIONS SHALL BE AS ORDERED. THE COST OF WATER SHALL BE INCIDENTAL TO OTHER BID ITEMS.

20. THE PHYSICAL FEATURES REQUIRING REMOVAL OR OBLITERATION WITHIN THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE DISPOSED OF OFF-SITE.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING ANY MONUMENT, RANGE POINTS, TIES, BENCHMARKS AND/OR SURVEY CONTROL POINTS WHICH MAY BE DISTRIBUTED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A REGISTERED PROFESSIONAL LAND SURVEYOR AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO.

22. THE CONTRACTOR SHALL HAVE A COPY OF ALL APPLICABLE STANDARDS ON SITE FOR THE DURATION OF THE PROJECT WITH APPROPRIATE MONUMENTATION AS MAY BE NECESSARY SET BY A REGISTERED PROFESSIONAL LAND SURVEYOR.

23. THE CONTRACTOR SHALL NOT STOCKPILE MATERIAL WITHIN 10 FEET OF THE EDGE OF THE TRAVELED WAY.

24. ANY LAYER OF BITUMINOUS PAVEMENT THAT IS TO HAVE SUCCEEDING LAYER PLACED THEREON SHALL BE COMPLETED FULL WIDTH BEFORE SUCCEEDING LAYER IS PLACED.

25. BEFORE PLACEMENT OF THE TACK COAT, THE CONTRACTOR SHALL CLEAN THE PRESENT ROADWAY AS DIRECTED. CLEANING WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE PROJECT.

26. A TACK COAT OF EMULSIFIED ASPHALT (SLOW SETTING) IS TO BE APPLIED BETWEEN PAVEMENT COURSES TO IMPROVE BOND. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF 1 PART EMULSIFIED ASPHALT AND 1 PART WATER.

27. STORM INLET STATIONING AND ELEVATION REFERENCE CENTER OF BOX. STORM MANHOLE STATIONING REFERENCE CENTER OF MANHOLE.

28. THE CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN TEMPORARY TRAFFIC CONTROL DEVICES NECESSARY THROUGHOUT THE DURATION OF CONSTRUCTION.

29. ANY DISCREPANCY WITHIN THESE PLANS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OF THE ENGINEER AND WORK SHALL STOP UNTIL THE DISCREPANCY IS DISCUSSED AND DECISIONS/AGREEMENTS HAVE BEEN MADE.

30. ANY DISCREPANCY WITHIN THESE PLANS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OF THE ENGINEER AND WORK SHALL STOP UNTIL THE DISCREPANCY IS DISCUSSED AND DECISIONS/AGREEMENTS HAVE BEEN MADE.

31. PARKING SHOULD BE CONSTRUCTED BY WHOMEVER COMPLETES THE OPEN SPACE IMPROVEMENTS AND SHALL FOLLOW ADA GUIDELINES.

32. ALL PARKING IS REQUIRED TO FOLLOW ADA GUIDELINES. ACCESSIBLE PARKING AND

33. ADA LANDING REST/AREAS ARE TO BE NO GREATER THAN A 2% SLOPE IN ANY DIRECTION.

34. EROSION CONTROL PLANNING SHOULD BE INCLUSIVE OF ALL EROSION CONTROL MEASURES; INCLUDING, BUT NOT LIMITED TO, CONTROLLED ENTRANCE/EXIT LOCATIONS, VEHICLE TRACKING CONTROL, CONCRETE WASHOUT, EROSION CONTROL BLANKETS, SEEDING/MULCHING, ETC. A PERMIT WILL BE REQUIRED THROUGH THE CDPHE FOR STORMWATER DISCHARGES RELATED TO CONSTRUCTION ACTIVITIES FOR A TOTAL DISTURBANCE GREATER THAN ONE (1) ACRE. THE APPROVED SWMP SHALL BE SUBMITTED TO THE CITY OF GLENWOOD SPRINGS.

35. PRIOR TO CONSTRUCTION, A FINAL SIGNAGE AND STRIPING PLAN SHALL BE PROVIDED TO THE TOWN ON GLENWOOD SPRINGS.

36. CONTRACTOR SHALL VERIFY THAT ALL ADA LANDING/REST AREAS ARE NO STEEPER THAN A 2% GRADE IN ALL DIRECTIONS.

SPECIAL PROJECT NOTES:

1. SEE PROJECT PROFILES ON SHEET C3 FOR ALL PROPOSED SIDEWALK AREA AND NEW PARKING/ACCESS DRIVE AND CONSTRUCTION/EROSION CONTROL DETAILS ON SHEET C10.

2. THE ELEVATION CONTOURS SHOWN HEREON WERE BASED ON A GPS SURVEY IN APRIL 2016. ADDITIONAL CURB FLOW LINE SPOT ELEVATIONS WERE SURVEYED VIA CONVENTIONAL MEANS IN MAY 2016.

3. THE TRACKING ON MUD ONTO LOCAL STREETS SHALL NOT BE PERMITTED.

4. SEE LANDSCAPE PLANS FOR SPECIFIC REVEGETAION, PLANTING, SIGNAGE, AND STRIPING REQUIREMENTS.

5. PROJECT BENCHMARKS ARE LOCATED AT CENTER OF THE FOLLOWING INTERSECTIONS: CRAWFORD WAY/STOCKTON LANE & STOCKTON LANE/SHEPHERD'S LANE.

THE FOLLOWING WILL BE A CONDITION OF APPROVAL PRIOR TO OBTAINING A BUILDING PERMIT:

1. PARKING AND SIDEWALK DESIGN WILL FOLLOW ADA STANDARDS. THIS INCLUDES ADA RAMP LOCATIONS AND DESIGN.
2. A FINAL SIGNAGE AND STRIPING PLAN SHALL BE PROVIDED.
3. A COMPREHENSIVE SWMP SHALL BE PROVIDED.

COLORADO LICENSED HAMILTON E. BUCK 35088 9-01-16 PROFESSIONAL ENGINEER

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY: _____	PINNACLE DESIGN CONSULTING GROUP, INC.
CHECKED BY: H.E.B.	DATE: _____ FOR _____	CONSULTING ENGINEERS • 0805 BUCK POINT ROAD CARBONDALE, CO 81623 • (970) 963-2170

REVISION	DATE	DESCRIPTION	BY	CH'D
1	7-21-16	REVISED TO RESPOND CITY OF GLENWOOD SPRINGS	H.E.B.	H.E.B.
		COMMENTS		
2	7-29-16	ADDED BUILDING PERMIT CONDITION NOTES	H.E.B.	H.E.B.
3	8-12-16	ADDRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.
4	9-01-16	ADDRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.

ASPEN BUILT HOMES — GLENWOOD SPRINGS, COLORADO

CARDIFF GLENN GRAND RIVER PARK AND LOT 95
SIDEWALK AND PARKING IMPROVEMENTS
GENERAL NOTES

SCALE:	JOB NO:	DATE:
N.T.S.	2016.06	9-01-16

SHEET NO: C2

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	
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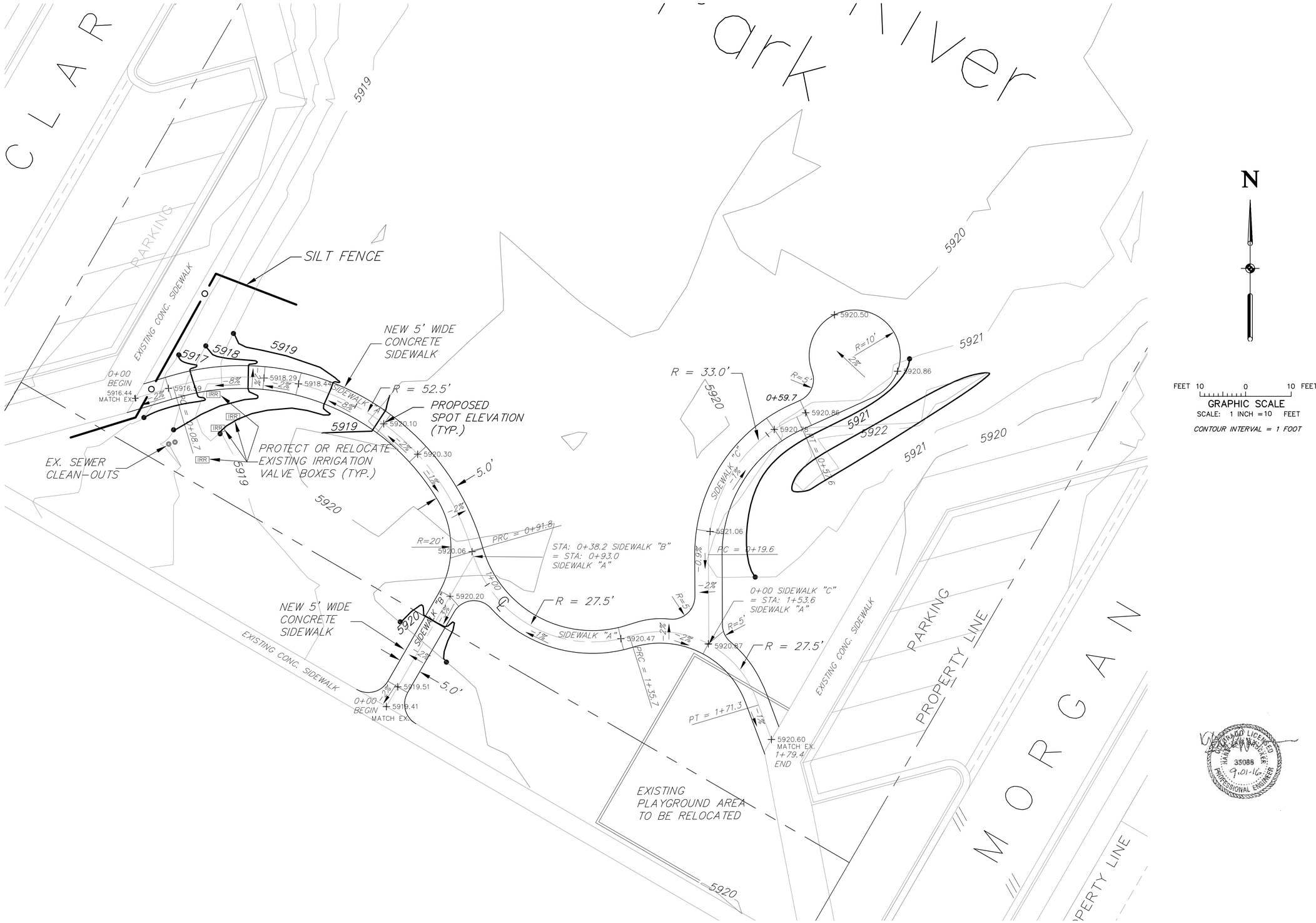
ASPEN BUILT HOMES — GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN GRAND RIVER PARK SIDEWALK AND PARKING IMPROVEMENTS
GRADING DRAINAGE AND EROSION CONTROL PLAN (20 SCALE)

SCALE:	JOB NO:	DATE:
1" = 20'	2016.06	9-01-16

SHEET NO: C3



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ASPEN BUILT HOMES — GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN GRAND RIVER PARK (SOUTH PORTION) SIDEWALK AND PARKING IMPROVEMENTS GRADING DRAINAGE & EROSION CONTROL PLAN (10 SCALE)

SCALE:	JOB NO:	DATE:
N.T.S.	2016.06	9-01-16

SHEET NO: C4

N

FEET 10 0 10 FEET
GRAPHIC SCALE
SCALE: 1 INCH = 10 FEET
CONTOUR INTERVAL = 1 FOOT

CRAWFORD WAY

PROPERTY LINE

LOT 33

LOT 32

SILT FENCE

INSTALL SILT FENCE ON THE DOWN-GRADIENT SIDE OF DISTURBED AREAS DURING CONSTRUCTION SILT FENCE SHALL REMAIN IN PLACE UNTIL ALL DISTURBED AREAS ARE COMPLETELY REVEGETATED

EX. HANDICAP RAMP

END SIDEWALK ±

INSTALL SEDIMENT FILTER BAGS IN FLOW LINE DURING CONSTRUCTION

MATCH EX. CURB

5914.47 FL

5915

PROTECT EXISTING TREES WITH PROPOSED GRADING

SAWCUT 24" WIDE ASPHALT SWATH ALONG EXISTING CONCRETE LIP / REMOVE AND REPLACE AFTER NEW V-PAN INSTALLATION

5914.55 FL

5914.86 FL ±

3.0'

10.0'

95.7'

74.4'

10.0'

5914.67 FL

-2%

5914.98 FL

-2%

SIDEWALK

(8' WIDE CONC.)

(ASPHALT)

REMOVED EXISTING CONC. CURB AND REPLACE WITH 3' WIDE CONC. V-PAN

NEW PARKING AREA

5914.83 FL

5915.13 FL

5915.84

BEGIN 0+00

5915.39

IRR

-2%

5915.02 FL

NOTE:
FINAL PARKING CONFIGURATION SHALL FOLLOW ADA GUIDLINES

STREET

MATCH EX. CURB

5915.13 FL

5915.38 FL ±

5916

5917

5918

5919

5920

EX. TREES

PAVILION

5920

RAMP LOCATION (ADA COMPLIANT)

SIDEWALK "D"

-1%

℄ 5919.93

1+00

5919.57

R = 53.0'

6.0'

-2%

NEW 6' WIDE CONCRETE SIDEWALK

PROPOSED SPOT ELEVATION (TYP.)

5917.55

-2%

-1%

PRC = 0+40.3

R = 47.0'

RAMP LOCATION (ADA COMPLIANT)

PROPOSED CONTOUR (TYP.)

INSTALL 3" THICK ASPHALT BETWEEN EDGE OF V-PAN AND LIP OF NEW CURB (TYP.)

NEW CONCRETE CURB & GUTTER (18" WIDE SPILL GUTTER W/ 6" CURB)

REMOVE AND REPLACE 8' WIDE CONC. SIDEWALK ADJACENT TO NEW CURB AREAS

BEGIN NEW SIDEWALK ±

EX. CONTOUR (TYP.)

Grand R.

5914.59 FL

5916

5917

5918

MINIMIZE ASPEN TREE REMOVAL IN THIS AREA TO ACCOMMODATE NEW SIDEWALK ALIGNMENT

EXISTING CONC. SIDEWALK

EX. TREES

5918.04 0+00 BEGIN

5918.16

6.0'

5920

PRC = 0+33.0

5919

EX. TREES

5919.20

R=53.0'

NEW 6' WIDE CONCRETE SIDEWALK

5919.46 LP

-1%

-2%

STA: 1+40.4 SIDEWALK "D" = STA: 0+32.9 SIDEWALK "E"

R = 53.0'

PRC = 1+53.0

5921

EX. TREES

5922

5923

PROTECT EXISTING TREES WITH PROPOSED GRADING

5921

5923

5922

5924

PAVILION

5920

R = 53.0'

2+00

PRC = 2+04.1

NEW PLAY AREA (WOOD FIBERS)

EX. TREES

5921

PT = 2+43.9

R = 46.7'

-1%

5921

5922

5920.59 END 2+49.9

LINE

COLORADO LICENSED DARRELL W. HANKS 35088 9.01.16 PROFESSIONAL ENGINEER

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	ASPEN BUILT HOMES — GLENWOOD SPRINGS, COLORADO
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170	CARDIFF GLEN GRAND RIVER PARK (NORTH PORTION) SIDEWALK AND PARKING IMPROVEMENTS GRADING DRAINAGE & EROSION CONTROL PLAN (10 SCALE)

REVISION	DATE	DESCRIPTION	BY	CHD
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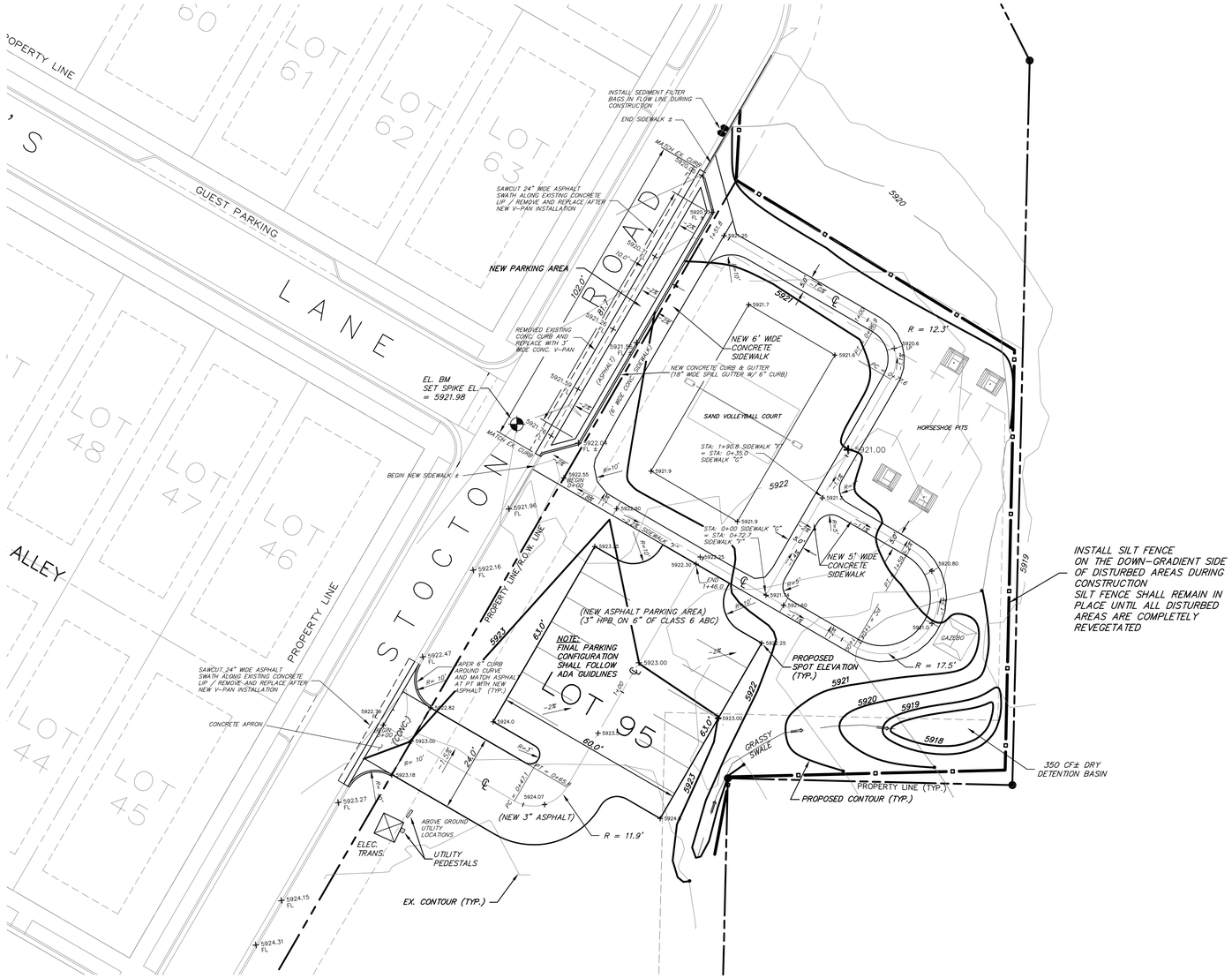
3	8-12-16	ADDRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.
4	9-01-16	ADDRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.

SCALE:	JOB NO:	DATE:
N.T.S.	2016.06	9-01-16

SHEET NO: C5



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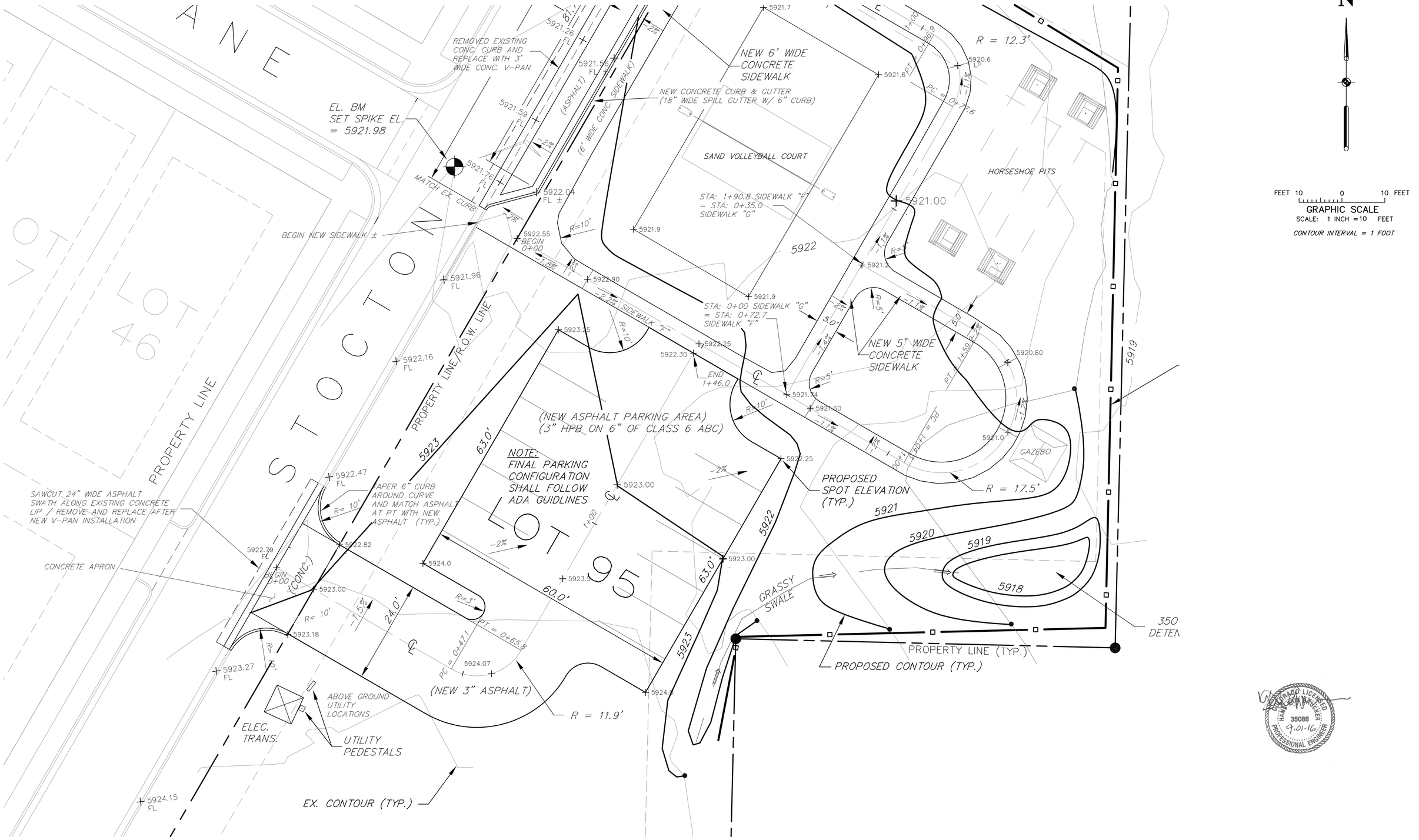
ASPEN BUILT HOMES — GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN LOT 95
SIDEWALK AND PARKING IMPROVEMENTS
(20 SCALE) GRADING DRAINAGE & EROSION CONTROL PLAN

SCALE:	JOB NO:	DATE:
1" = 20'	2016.06	9-01-16

SHEET NO: C6



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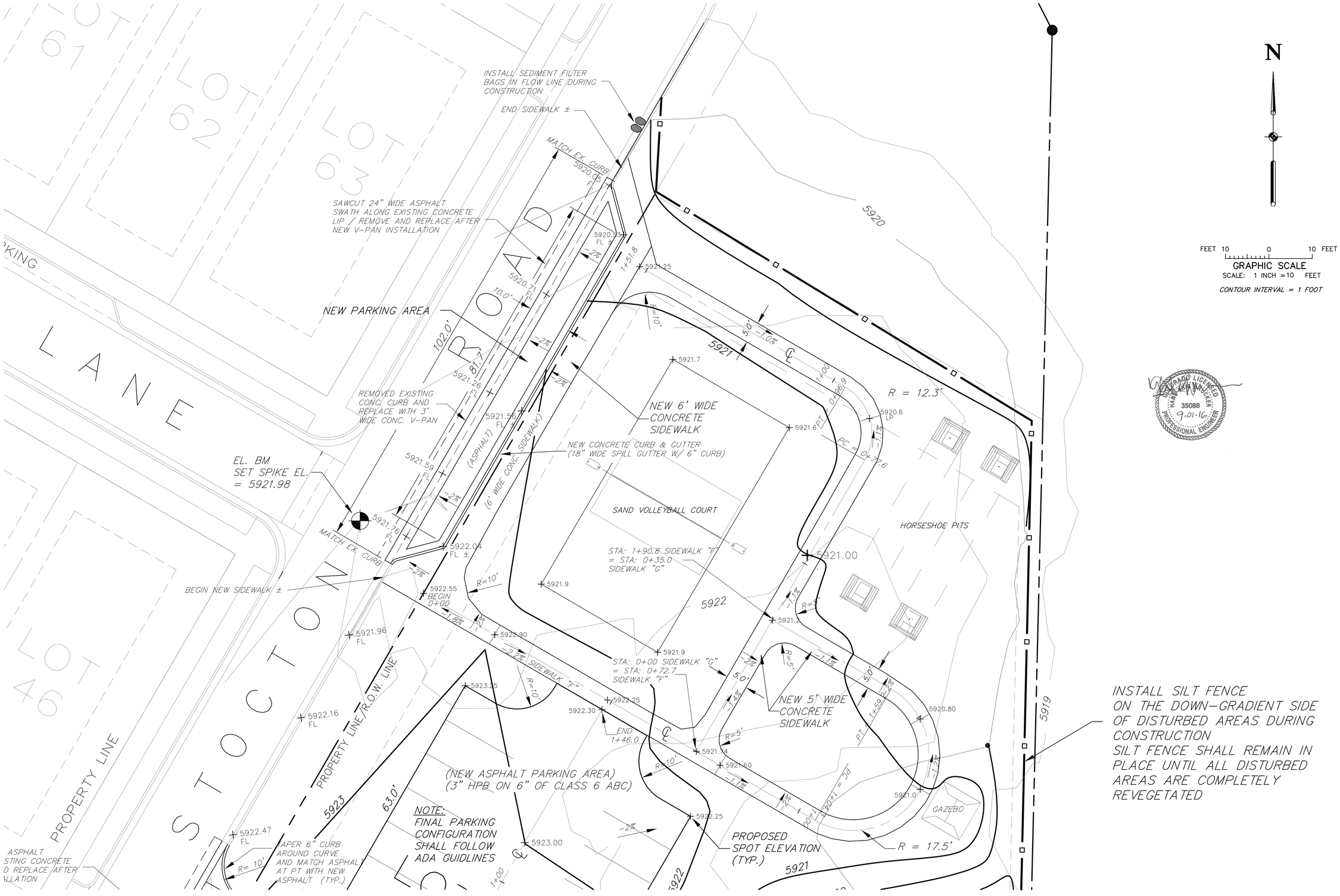
ASPEN BUILT HOMES — GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN LOT 95 (SOUTH PORTION)
SIDEWALK AND PARKING IMPROVEMENTS
GRADING DRAINAGE & EROSION CONTROL PLAN (10 SCALE)

SCALE:	JOB NO:	DATE:
1" = 10'	2016.06	9-01-16

SHEET NO: C7



COLORADO LICENSED
HAROLD E. BUCKER
35088
9.01.16
PROFESSIONAL ENGINEER

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170	

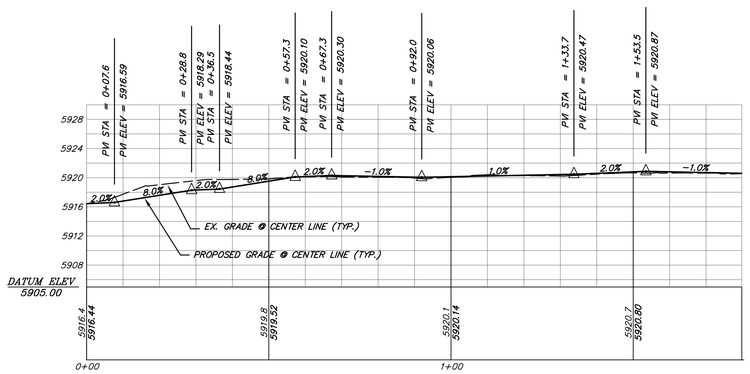
REVISION	DATE	DESCRIPTION	BY	CH'D
1	7-21-16	REVISED TO RESPOND CITY OF GLENWOOD SPRINGS COMMENTS	H.E.B.	H.E.B.
2	7-29-16	ADDED BUILDING PERMIT CONDITION NOTES	H.E.B.	H.E.B.
3	8-12-16	ADDRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.
4	9-01-16	ADDRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.

ASPEN BUILT HOMES — GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN LOT 95 (NORTH PORTION)
SIDEWALK AND PARKING IMPROVEMENTS
GRADING DRAINAGE & EROSION CONTROL PLAN (10 SCALE)

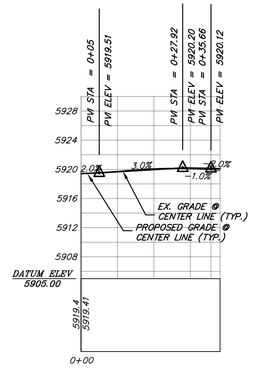
SCALE:	JOB NO:	DATE:
1" = 10'	2016.06	9-01-16

SHEET NO: C8



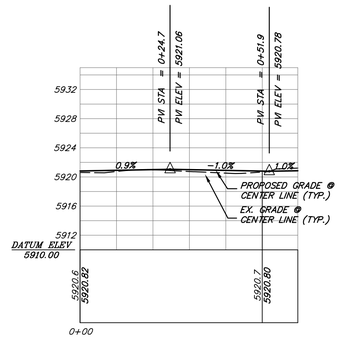
SIDEWALK "A" CENTER LINE PROFILE

SCALE: H : 1" = 20'
V : 1" = 10'



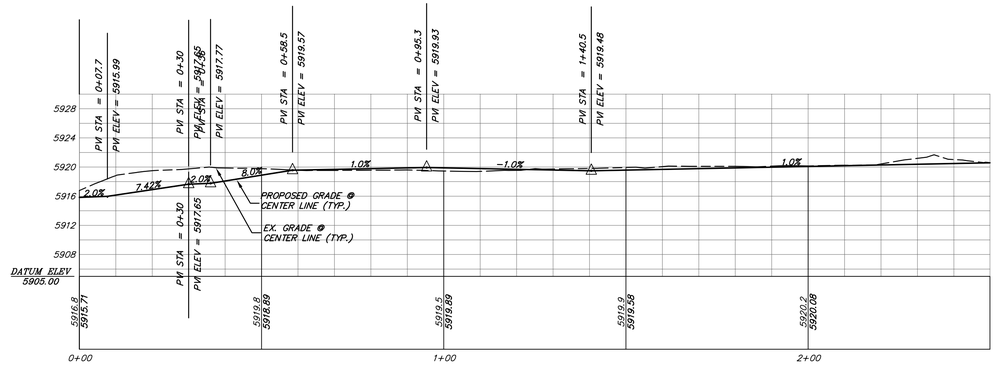
SIDEWALK "B" CENTER LINE PROFILE

SCALE: H : 1" = 20'
V : 1" = 10'



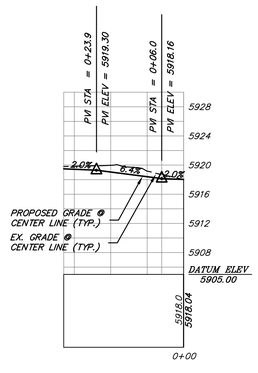
SIDEWALK "C" CENTER LINE PROFILE

SCALE: H : 1" = 20'
V : 1" = 10'



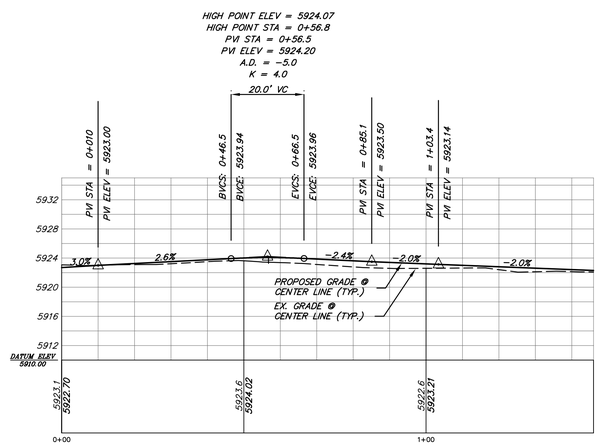
SIDEWALK "D" CENTER LINE PROFILE

SCALE: H : 1" = 20'
V : 1" = 10'



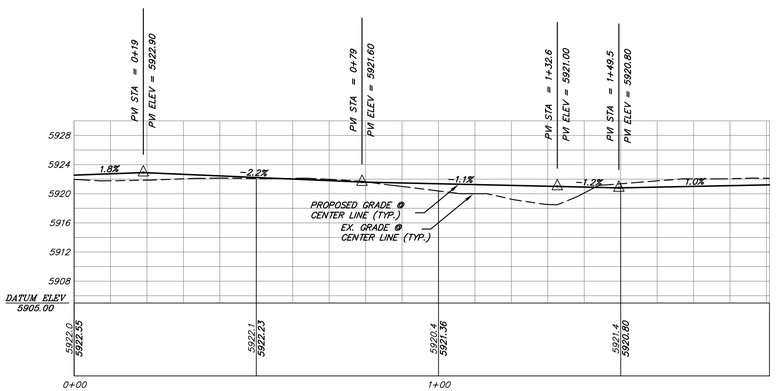
SIDEWALK "E" CENTER LINE PROFILE

SCALE: H : 1" = 20'
V : 1" = 10'



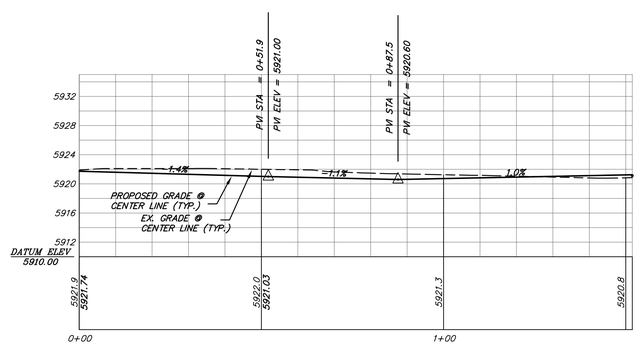
PARKING ACCESS AND PARKING LOT CENTER LINE PROFILE

SCALE: H : 1" = 20'
V : 1" = 10'



SIDEWALK "F" CENTER LINE PROFILE

SCALE: H : 1" = 20'
V : 1" = 10'



SIDEWALK "G" CENTER LINE PROFILE

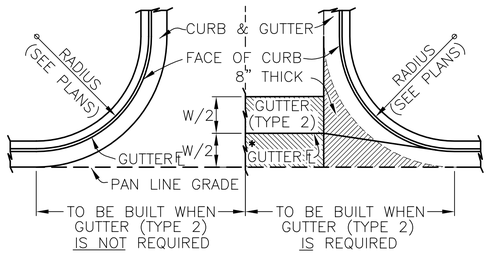
SCALE: H : 1" = 20'
V : 1" = 10'

COLORADO LICENSED
HANK E. BUCK
35088
9-01-16
PROFESSIONAL ENGINEER

DRAWN BY: H.E.B.	REVIEWED BY: _____	PINNACLE DESIGN CONSULTING GROUP, INC.	ASPEN BUILT HOMES — GLENWOOD SPRINGS, COLORADO
CHECKED BY: H.E.B.	DATE: _____ FOR _____	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170	CARDIFF GLEN GRAND RIVER PARK AND LOT 95 SIDEWALK AND PARKING ACCESS/LOT PROFILES

REVISION	DATE	DESCRIPTION	BY	CH'D
1	7-21-16	REVISED TO RESPOND CITY OF GLENWOOD SPRINGS COMMENTS	H.E.B.	H.E.B.
2	7-29-16	ADDED BUILDING PERMIT CONDITION NOTES	H.E.B.	H.E.B.
3	8-12-16	ADDRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.
4	9-01-16	ADDRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.

SCALE: Horz: 1" = 20' Vert: 1" = 10'
DATE: 9-01-16
Project No: 2016.06
SHEET NO: C9



▨ THIS AREA SHALL BE POURED MONOLITHICALLY WITH CURB AND GUTTER AND PAID FOR AS "CONCRETE PAVEMENT."

*FLOW LINE LOCATION WILL BE ESTABLISHED BY W/2 SHOWN ON PLANS.

*VALLEY PAN TO SLOPE TO (FLOWLINE AT 1"/FT. (DEPRESS 2" AT INTERSECTIONS).

CONSTRUCTION OF CONCRETE GUTTERS AT INTERSECTION

GENERAL NOTES

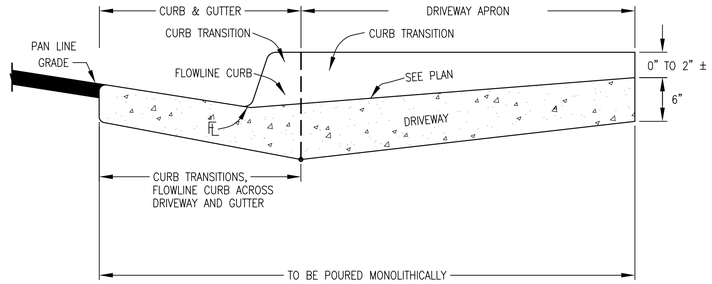
ON CURVES 3' OR LESS, CURBS AND/OR GUTTERS ARE TO BE PLACED ON THE ARC OF THE CURVE UNLESS OTHERWISE NOTED ON THE PLANS. A MAXIMUM CHORD LENGTH OF 10 FEET MAY BE USED WHEN THE CURVE IS LESS THEN 3'.

EXPANSION JOINTS SHALL BE INSTALLED WHEN ABUTTING EXISTING CONCRETE OR FIXED STRUCTURE. EXPANSION JOINT MATERIAL SHALL BE 1/2" THICK AND SHALL EXTEND THE FULL DEPTH OF CONTACT SURFACE.

CONCRETE SHALL BE IN ACCORDANCE WITH NOTE #10 SHEET C1.

① — GUTTER CROSS SLOPES SHALL BE 0.04 FT/FT WHEN DRAINING AWAY FROM CURB AND 0.08 FT/FT WHEN DRAINING TOWARD CURB.

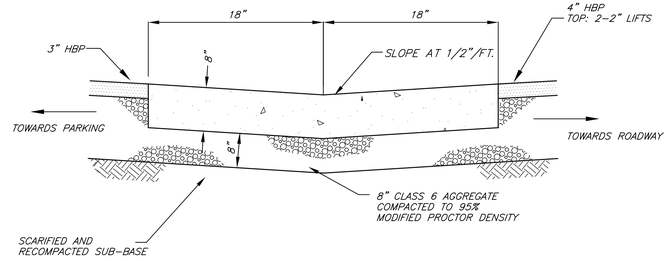
LEGEND FOR RADII
A = 1/8' TO 1/4"
B = 1"
C = 1 1/2"
D = 1 1/2" TO 2"



ACCESS DRIVE CURB–CUT SECTION

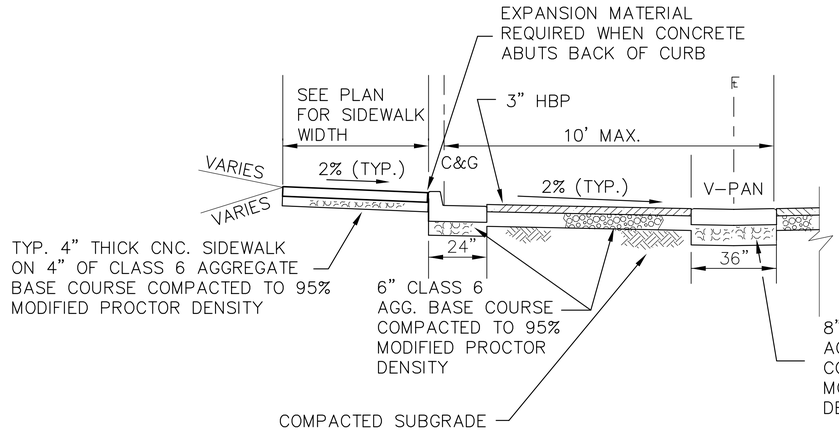
N.T.S.

CONSTRUCT ON 6" OF CLASS 6" AGGREGATE BASE COURSE COMPACTED TO 95% OF MODIFIED PROCTOR DENSITY



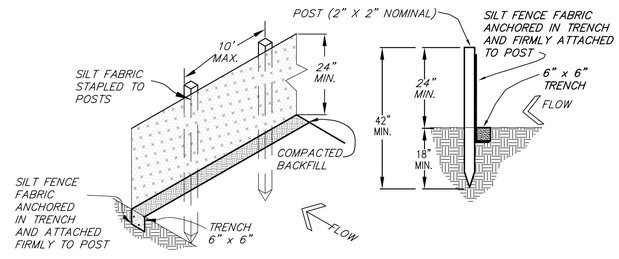
TYPICAL VALLEY PAN SECTION

N.T.S.



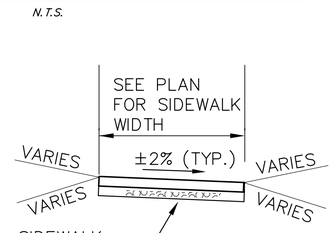
DRIVE AND PARKING AREA SECTION

N.T.S.



SILT FENCE

N.T.S.



NOTE:
IF SUB–BASE SOIL MATRIX IS FOUND TO BE NON–STRUCTURAL, CONTRACTOR SHALL SUB–EXCAVATE NON–SUITABLE SOILS AND PLACE COMPACTED STRUCTURAL FILL BELOW CLASS 6 BASE COURSE LAYER.

TYPICAL SIDEWALK SECTION

N.T.S.

COLORADO LICENSED HAMID E. BEHBEHANI 35088 9.01.16 PROFESSIONAL ENGINEER

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	ASPEN BUILT HOMES — ASPEN, COLORADO
CHECKED BY: H.E.B.	DATE: FOR:	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170	CARDIFF GLEN GRAND RIVER PARK AND LOT 95 TYPICAL SECTIONS AND DETAILS

REVISION	DATE	DESCRIPTION	BY	CH'D
1	7–21–16	REVISED TO RESPOND CITY OF GLENWOOD SPRINGS COMMENTS	H.E.B.	H.E.B.
2	7–29–16	ADDED BUILDING PERMIT CONDITION NOTES	H.E.B.	H.E.B.
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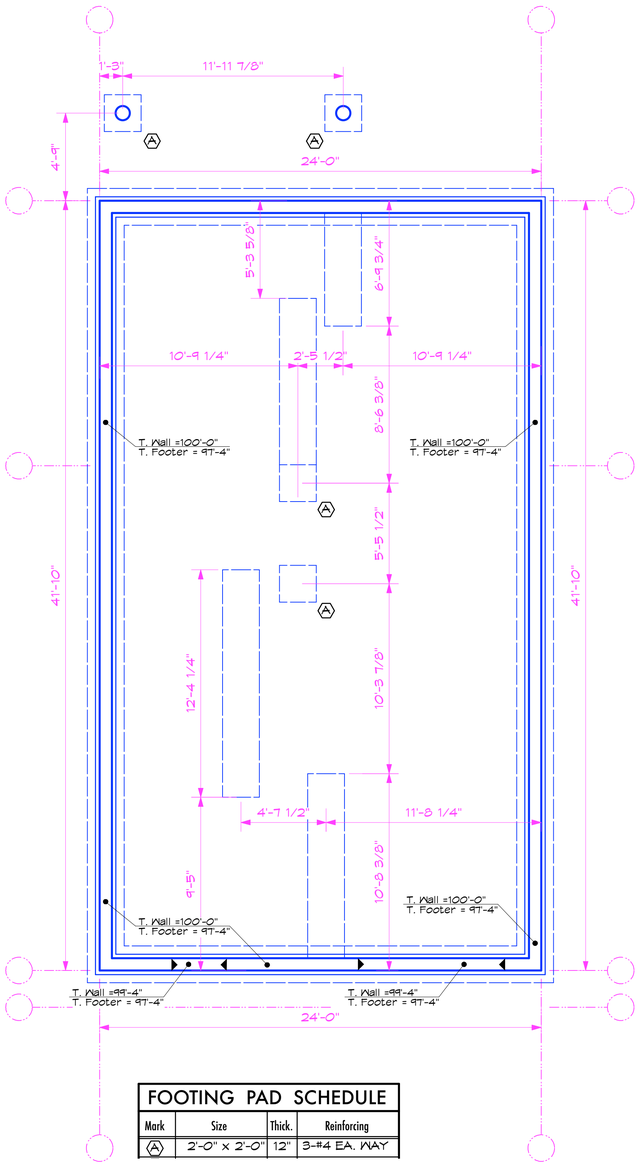
4	9–01–16	ADDRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.

SCALE:	JOB NO:	DATE:
N.T.S.	2016.07	9–01–16

SHEET NO: C10

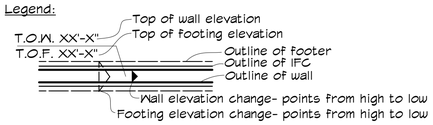


FOOTING PAD SCHEDULE			
Mark	Size	Thick.	Reinforcing
A	2'-0" x 2'-0"	12"	3-#4 EA. WAY

Notes:

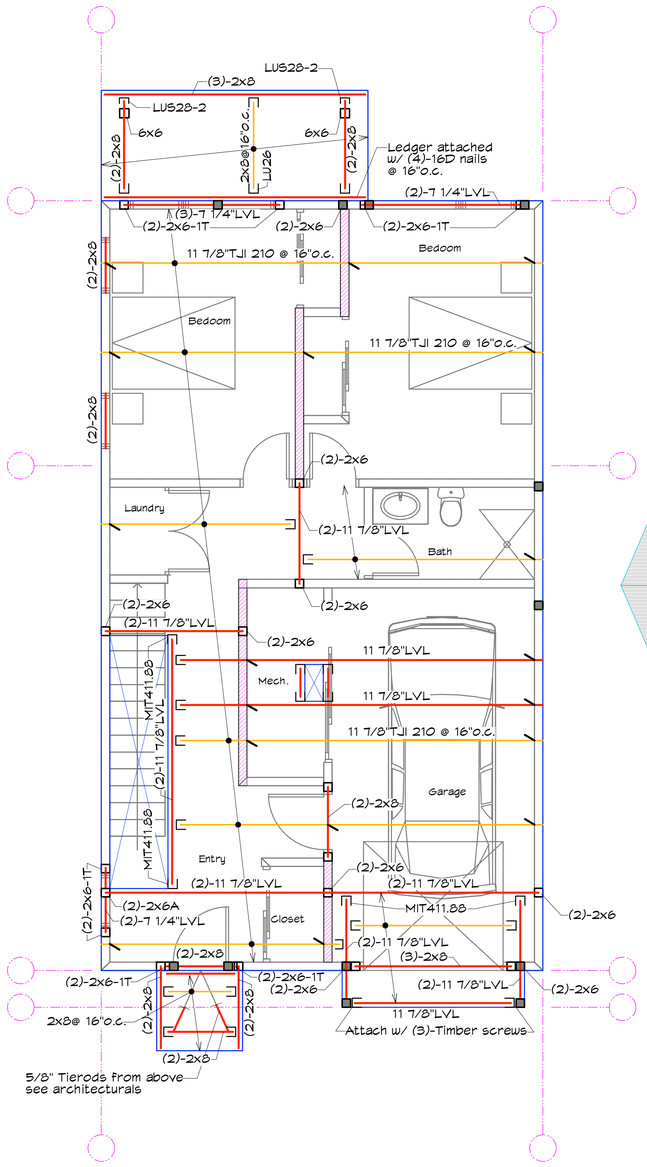
1. All footings are to be a minimum of 36" below grade
2. All dimensions and elevations are to be verified with the contractor / architect prior to construction. Dimensions are to face of concrete which lines up with face of stud above.
3. All columns are called out on the floor plans above and are to be tracked thru to the foundation

Legend:



1 S1.1 FOUNDATION PLAN

1/4" = 1'-0"



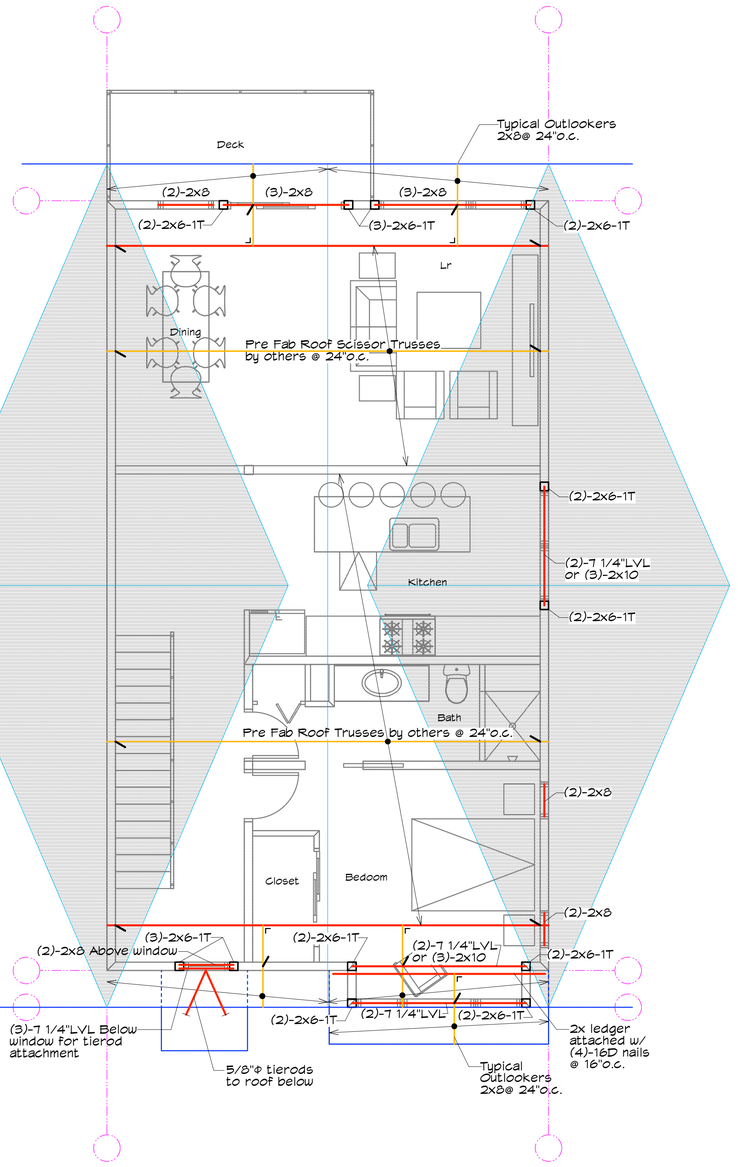
Notes:

1. Headers not called out on plans are to be (2)-2x8 min.
2. Columns not called out on plans are to be (1)-2x6, or (2)-2x4
3. Attach 2x deck joists with Simpson LU26 hangers
4. For TJI 210 joists use IT52.1/11.88 top flange hangers, or IU52.06/11.88 face mount hangers

Interior bearing wall
Column below
Column above
Column above & below

2 S1.1 LEVEL 1 FRAMING PLAN

1/4" = 1'-0"



Notes:

1. Headers not called out on plans are to be (2)-2x8 min.
2. Columns not called out on plans are to be (1)-2x6, or (2)-2x4
3. Attach all Trusses to top plate with Simpson H2.5A clips.
4. Shaded areas represent overframing. Support overframing off trusses @ 48" o.c. each way

Interior bearing wall
Column below
Column above
Column above & below

3 S1.1 ROOF FRAMING PLAN

1/4" = 1'-0"

COLORADO STRUCTURAL • ENGINEERING SERVICES •

Solstice Townhomes Building 1

Glenwood Springs, Colorado

LOT 95

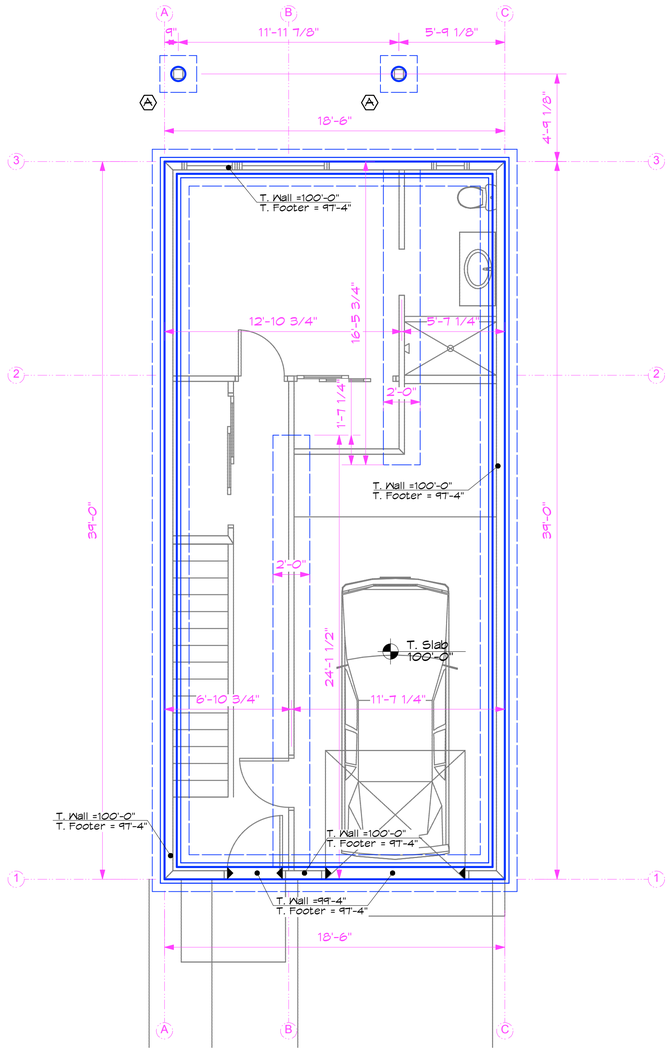
• COLORADO STRUCTURAL, INC. •
315 Bellview, Unit F
P.O. Box 2544
Crested Butte, CO 81224
P-970.349.5922 F-970.349.5926
www.ColoradoStructural.com

• DATE •	• ISSUED FOR •
8/6/18	Preliminary Sizing Set

Project #	18-177
Drawn By	G. Heller
Checked By	M. Arbaney

FOUNDATION & FRAMING PLANS

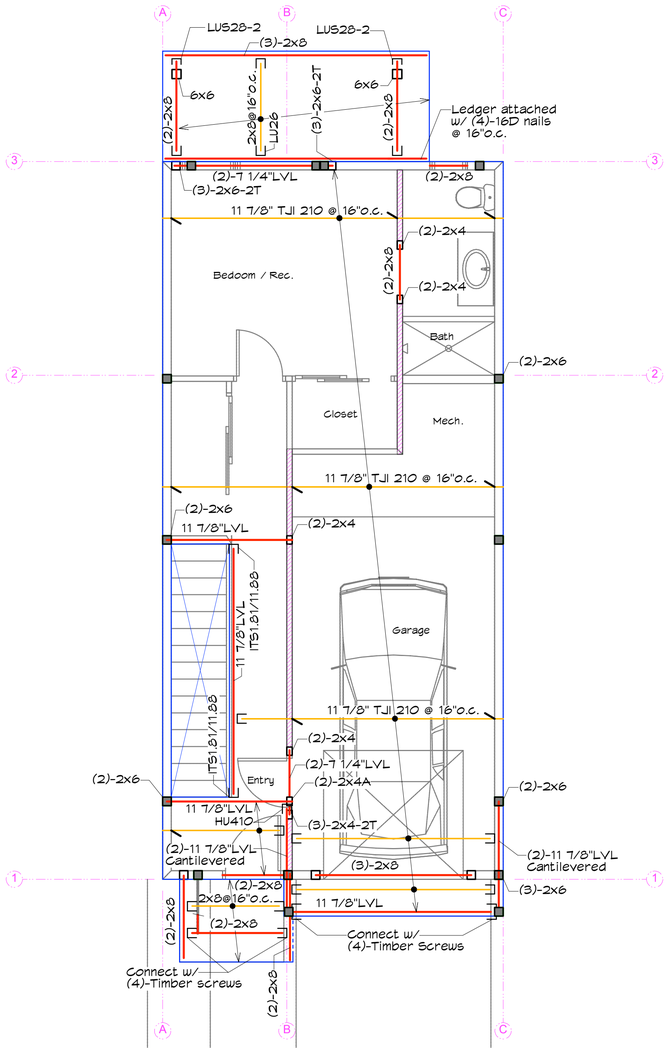
S1.1



1 S1.1

FOUNDATION PLAN

1/4" = 1'-0"



2 S1.1

LEVEL 1 FRAMING PLAN

1/4" = 1'-0"

COLORADO STRUCTURAL • ENGINEERING SERVICES •

Solstice Townhomes Building A

Glenwood Springs, Colorado

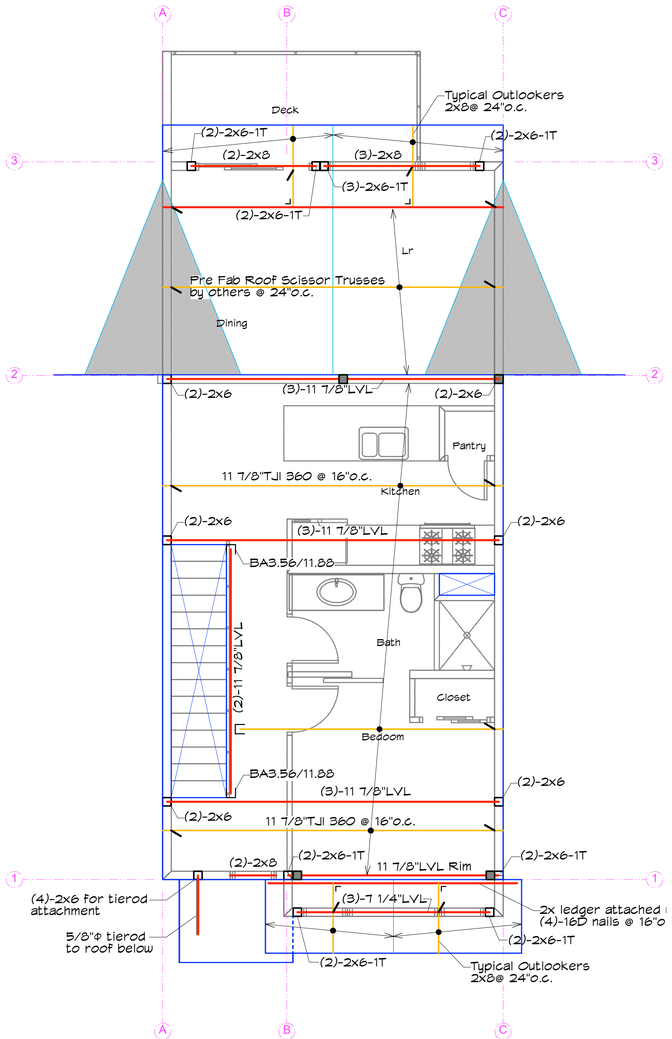
• COLORADO STRUCTURAL, INC. •
315 Bellview, Unit F
P.O. Box 2544
Crested Butte, CO 81224
P-970.349.5922 F-970.349.5926
www.ColoradoStructural.com

• DATE •	• ISSUED FOR •
8/7/18	Preliminary Sizing Set

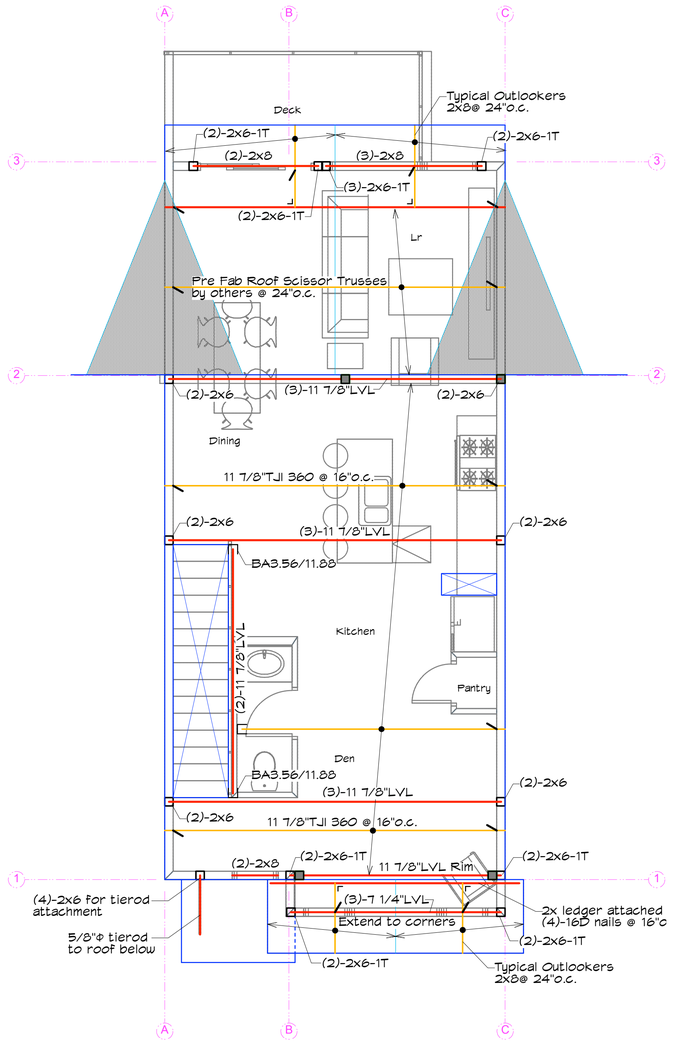
Project #	18-177
Drawn By	G. Heller
Checked By	M. Arbaney

FOUNDATION & LEVEL 1 FRAMING PLAN

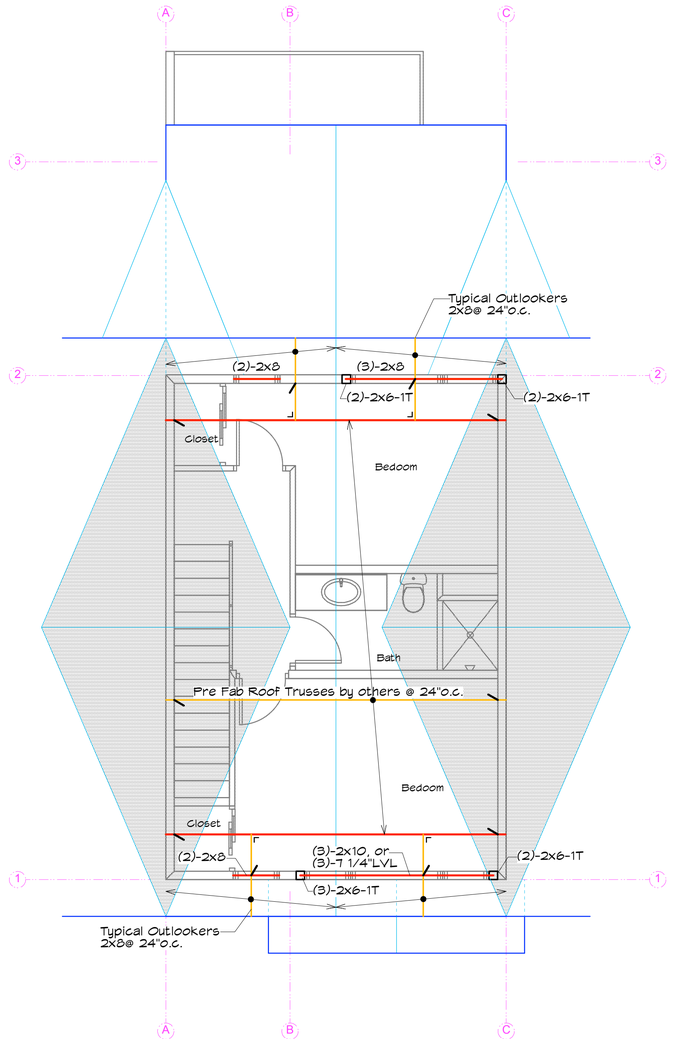
S1.1



OPTION#1



OPTION#2



1 S1.2 LEVEL 2 FLOOR OPTIONS & LOWER ROOF FRAMING PLANS

1/4" = 1'-0"

2 S1.2 UPPER ROOF FRAMING PLAN

1/4" = 1'-0"

Solstice Townhomes Building A

Glenwood Springs, Colorado

• COLORADO STRUCTURAL, INC. •
315 Bellview, Unit F
P.O. Box 2544
Crested Butte, CO 81224
P-970.349.5922 F-970.349.5926
www.ColoradoStructural.com

• DATE •	• ISSUED FOR •
8/7/18	Preliminary Sizing Set

Project #	18-177
Drawn By	G. Heller
Checked By	M. Arbaney

LEVEL 2 FLOOR & ROOF FRAMING PLAN

S1.2

LAND USE APPLICATION

City of Glenwood Springs
Economic and Community Development
101 West 8th Street
Glenwood Springs, CO 81601
970-384-6411

Planning and Zoning Commission/City Council Applications:		Planning and Zoning Commission Only Applications:	
Major Development Permit	✓	Special Use Permit	
Major Subdivision	✓	Minor Development Permit	
Rezoning		Minor Subdivision/Condominiumization/Lot Boundary Adjustment	
Planned Unit Development		Location and Extent Review	
Condominiumization		Appeal of Staff Interpretation/Decision	
Annexation		Variance (zoning or design)	
Land Development Code Amendment		Off Premise Sign Permit	
Street Vacation		Sign Variance	

City Council Only Applications:		Staff Review Only:	
Appeal of Planning and Zoning Commission Decision		Lot Boundary Adjustment	
Street Vacation			
License to Encroach License			

Applicant/Property Owner Information:			
Applicant CARDIFF 96 L.L.C.		Owner SAME	
Relationship to Owner OWNER		Owner SAME	
Applicant Address 110 SPUR DR. GLEN. SPRGS. CO. 81601		Owner Address SAME	
Phone 618-3555 970	Email Address abdi@aspenbuilt.net	Phone SAME	Email Address SAME

Property Information:	
Address NO STREET NUMBER OR P.O ADDRESS YET ASSIGNED	Parcel Number
Subdivision CARDIFF GLEN P.U.D.	Lot and Block Number Lot 95 + 96
Zone District Multi Family	Existing Land Use UNIMPROVED MULTI FAMILY

General Project Description:

PLEASE SEE ATTACHED

Signatures:

The owner or applicant must be present at the hearing. All public hearings must be property noticed according to G.S.M.C. Section 070.010.030. Signatures of all owners of the property must appear before the application is accepted. Partnerships or corporations may have the authorized general partner or corporate officer sign the application. (Attach additional incorporation documents if necessary.) I declare under the penalty of perjury that the above information is true and correct to the best of my knowledge.

Applicant	Date 6/28/18
Owner	Date 6/28/18
Owner	Date

version 03/09/2018

PRELIMINARY PLAT SUBMITTAL

CARDIFF GLEN P.U.D.

SOLSTICE TOWNHOME NEIGHBORHOOD

OCTOBER 22ND, 2018

TABLE OF CONTENTS (REVISED)

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2. GEOLOGIC HAZARDS STATEMENT - ON COVER SHEET, IN NARRATIVE COPY, SEE H-P KUMAR UPDATED SUBSOIL STUDY AND PERCOATION TEST ON RETENTION/DETENTION
3. AIRPORT OVERLAY ZONE – ON COVER SHEET, IN TITLE COMMITMENT
4. UTILITY CAN AND WILL SERVE LETTTERS – ONLY NAYTRAL GAS REQUIRED, PER PLANNING DEPARTMENT CORRESPONDENCE PROVIDED
5. PROJECT DESCRIPTION – IN NARRATIVE COPY (REVISED)
6. PRELIMINARY TRAFFIC IMPACT ANALYSIS – ORIGINAL TRAFFIC IMPACT STUDY PROVIDED BY PLANNING ON FILE
7. DRAINAGE LETTER – SEE CIVIL ENGINEERING DRAWINGS AND REPORT BY PINNNACLE (REVISED AND STAMPED)
8. EROSION AND SEDIMENT TRANSPORT CONTROL PLAN
9. DRAFT MAINTENANCE AGREEMENT (STORM DRAINAGE)
10. WATER AND SEWER MAINTENANCE AGREEMENT
11. EASMENTS – REFERENCED IN NARRRATIVE COPY, SHOWN ON PRELIMINARY PLAT, WILL BE FINALIZED UPON STAFF REVIEW AND ON FINAL PLAT, COMMON AREAS WILL PROVIDE FOR MULTI-USE, NON-EXCLUSIVE EMERGENCY SERVICES, SERVICE PROVIDER, STOA, UTILITY, DRAINAGE IRRIGATION AND LANDSCAPE EASEMENTS
12. OWNERSHIP DOCUMENTS, TITLE COMMITMENT, SELLERS AFFIDAVIT AND QUIT CLAIM DEED
13. PUBLIC NOTICING AND NEIGHBORHOOD MEETING CONFIRMATION. SIGN IN AND AFFIDAVIT
14. VARIANCE REQUEST – SEE SITE PLAN AND NARRATIVE COPY (REVISED)
15. 2015 CONNCEPT PLAN B
16. EXISTING SITE IMAGES
17. CARDIFF GLEN PUD AND PLAT MAP
18. EXECUTED SURVEY MAPS
19. AMENDED PLAT FILING NO. 8 RESUBDIVISION OF LOTS 95 AND 96, ESTABLISHMENT OF TRACT J (SPIRIT MTN PARK) - REVISED, TOPO NOT INCLUDED PER LICENSED SURVEYOR, LEGAL COUNSEL AND TITLE COMPANY, ALSO APPLICANT/CONSULTANT TEAM IN MULTIPLE JURISDICTIONS
20. DRAFT HOA DOCUMENTS (DECLARATION, ARTICLES, BY-LAWS, RULES AND REGULATIONS - 3RD REVISION
21. SITE SURVERY, EXISTING CONDITIONS AND DEMOLITION MAP

NOTE: TO AVOID DUPLICATION, REDUNDANCY AND IN CONSIDERATION OF OUR ENVIRONMENT…DOCUMENTS REQUIRED ON MORE THAN ONE CHECKLIST HAVE NOT BEEN UNECESSARILY REPRODUCED.

CARDIFF GLEN LOTS 95 AND 96 A.K.A – SOLSTICE TOWNHOMES PROJECT AND PARKLAND NARRATIVE (REVISED (3) 11/06/18-IKH)

SUBMITTED BY CARDIFF 96 LLC

LAND – THE SUBJECT LAND CONSISTS OF EXISTING LOTS 95 AND 96 WITHIN THE EXISTING, MOSTLY DEVELOPED CARDIFF GLEN PLANNED UNIT DEVELOPMENT (PUD) LOT 95 IS 0.9O4 +/- ACRES. LOT 96 IS 1.603 +/- ACRES.

AS PER PREVIOUSLY PROCESSED AND APPROVED ORDINANCE 20 AND THE SIXTH AMENDMENT TO THE SUBDIVISION IMPROVEMENTS AGREEMENT, LOT 95, WHICH IS APPROXIMATELY 39,378 SQUARE FEET, WILL BE PROCESSED AS A PRELIMINARY PLAT DIVIDING THE 39378 SQUARE FEET PARCEL INTO A NEW TRACT J, ON THE NORTHERLY PORTION, WHICH WILL COMPRISE OF APPROXIMATELY 22,000 SQUARE FEET TO PROVIDE FOR THE NEW SPIRIT MOUNTAIN PARK. THE EXHIBITS TO ORDINANCE 20 AND THE SUBDIVISION IMPROVEMENTS AGREEMENT CALL FOR THE DEVELOPER TO CONSTRUCT A NEW PARK ON APPROXIMATELY 19,248 SQUARE FEET OF LAND. THE DEVELOPER WILL EXCEED THIS REQUIREMENT BY PROVIDING APPROXIMATELY 22,000 SQUARE FEET FOR THIS PURPOSE. THIS LEAVES APPROXIMATELY 17,378 SQUARE FEET FOR THE 4 DWELLING UNITS PROVIDED FOR IN ORDINANCE 20 AND THE SIXTH AMENDMENT TO THE SUBDIVISION IMPROVEMENTS AGREEMENT.

THE REMAINING LAND AND DWELLING UNITS WILL BE PROCESSED THRU THE MAJOR SUBDIVISION/DEVELOPMENT PLAN AND PLAT APPROVAL AND CONDOMINIUM MAPPING PROCESS. THE LOT 96 PARCEL WHICH IS 1.603 ACRES WILL BE INCLUDED IN THIS PROCESS. THERE WILL BE 25, FOR A TOTAL OF 29 ON BOTH LOTS 95 AND 96, DWELLING UNITS INCLUDED AS PER ORDINANCE 20 AND THE SIXTH AMENDMENT TO THE SUBDIVISION IMPROVEMENTS AGREEMENT. THE TOTAL AND PREVIOUSLY APPROVED PUD DENSITY IS NOT EXCEEDED.

ACCESS – THE ACCESS ROAD TO THE LOT 95 FOUR DWELLING UNITS AND THE NEW SPIRIT MOUNTAIN PARK WILL BE OWNED AND MAINTAINED BY THE SOLSTICE TOWNHOME OWNERS ASSOCIATION (STOA).

THERE WILL BE A PLATTED AND DESCRIBED EASEMENT TO THE SPIRIT MOUNTAIN PARK PARKING SPACES AND AMENITIES. THE PARKING AREA AND AMENITIES WILL BE DEDICATED TO AND ACCEPTED BY THE CARDIFF GLEN MASTER HOMEOWNERS ASSOCIATION FOR THE BENEFIT AND ENJOYMENT OF ALL CARDIFF GLEN OWNERS AND THEIR GUESTS.

THE ACCESS ROAD TO THE 25 DWELLING UNITS ON LOT 96 WILL ALSO BE OWNED AND OPERATED BY THE STOA. THIS ROAD WILL BE FOR THE BENEFIT OF ONLY STOA MEMBERS AND THEIR GUESTS. THERE WILL BE A DEDICATED, PLATTED AND DESCRIBED, EMERGENCY AND SERVICES AND TEMPORARY CONSTRUCTION ACCESS EASEMENT ON LOT 96 WHICH TIES IN TO RIPPLE LANE.

DWELLING UNITS – LOT 95 WILL PROVIDE FOR FOUR, 2 LEVEL TOWNHOMES. THIS APPROVED, ALLOWABLE DENSITY IS STIPULATED IN ORDINANCE 20 AND THE SIXTH AMENDMENT TO THE SUBDIVISION IMPROVEMENTS AGREEMENT. THIS HEIGHT IS RESTRICTED BY THE AVIATION HAZARD EASEMENT. THESE FOUR UNITS WILL EACH INCLUDE A 3 BEDROOM AND MULTI-PURPOSE LIVING AREA.

THE UNITS WILL BE ACCESSED OFF OF THE EXISTING STOCKTON ROAD THEN OFF OF THE NEW DRAKE PLACE. PARKING WILL BE ONE IN AND ONE OUT. THE LOWER LEVELS WILL CONSIST OF 751 SQUARE FEET OF LIVING SPACE AND A 253 SQUARE FOOT GARAGE. THE TOTAL UNIT SQUARE FOOTAGE ON EACH UNIT, INCLUDING GARAGE, IS PLANNED TO BE APPROXIMATELY 2028 SQUARE FEET.

LOT 96 WILL PROVIDE FOR 25, 3 LEVEL TOWNHOMES. THIS APPROVED, ALLOWABLE DENSITY IS STIPULATED IN ORDINANCE 20 AND THE SIXTH AMENDMENT TO THE SUBDIVISION IMPROVEMENTS AGREEMENT. THESE TWENTY-FIVE UNITS WILL EACH BE 3 BEDROOMS, A FOURTH FLEX BEDROOM/RECREATION ROOM AND MULTI-PURPOSE LIVING AREA ON THE UPPER TWO LEVELS. THE UNITS WILL BE ACCESSED OFF OF THE EXISTING CULVER STREET THEN OFF OF THE NEW RIPPLE LANE. PARKING WILL BE ONE IN AND ONE OUT. THERE WILL BE GUEST PARKING PLACED ON THE SOUTH END OF THIS PARCEL.

THE LOWER LEVEL WILL CONSIST OF 505 SQUARE FEET OF LIVING/REC SPACE AND A 220 SQUARE FOOT GARAGE/MECHANICAL AREA. THE SECOND, MAIN LIVING LEVEL WILL CONSIST OF 768 OF LIVING AND BEDROOM SPACE. THE THIRD LIVING LEVEL WILL CONSIST OF 525 FEET OF BEDROOM LIVING SPACE. THE TOTAL UNIT SQUARE FOOTAGE ON EACH UNIT, INCLUDING GARAGE, IS PLANNED TO BE APPROXIMATELY 2018 SQUARE FEET.

IN SUMMARY, THERE WILL BE A SINGLE 4 UNIT TOWNHOME STRUCTURE ON LOT 95. THERE WILL BE A 5, TWO 6'S AND TWO 4 UNIT TOWNHOME STRUCTURES ON LOT 96. THIS FORMS A 29 UNIT TOWNHOME NEIGHBORHOOD.

THE STRUCTURE(S) AND NEIGHBORHOOD WILLL BE COMPLIANT WITH INTERNATIONAL BUILDING CODE (IBC) AND THE AMERICAN DISABILTIY ACT (ADA) AS DETERMINED, RELATED AND REQUIRED.

THESE UNIT SIZES ARE DIFFERENT, LARGER, THAN SQUARE FOOTAGES COMTEMPLATED IN THE PUD.

OWNERSHIP – ALL UNITS WILL BE SOLD FEE SIMPLE SUBJECT TO THE PLAT AND THE DECLARATION AND ALL INCLUSIONS/ATTACHMENTS. ALL UNITS MAY BE LEASED SUBJECT TO THE DECLARATION.

SOLSTICE TOWNHOME OWNERS ASSOCIATION (STOA) - THERE WILL BE A SINGULAR MASTER ASSOCIATION AND ALL 29 OWNERS IN SOLSTICE WILL BE MEMBERS OF STOA. THEY STOA WILL MAINTAIN AND OPERATE ALL BUILDING EXTERIORS, ROADS, LANDSCAPE, DRAINAGE FACILITIES AND FEATURES, CRAWL SPACE UTILITY AND FIRE SUPPRESSION CORRIDORS AND SYSTEMS, RISER ROOMS, TRAILS, APPURTENANCES, USE, PARKING, SIGNAGE, ACCESS, TRASH, SNOW REMOVAL, ANTENNAE, BURNING, EXTERIOR STORAGE, ANIMALS AND PETS, DECORATIONS, WINDOW COVERINGS, NUISANCES, BARBEQUE GRILLS, UNSIGHTLINESS, LEASES, INSURANCE, CONTRACTS IRRIGATION, L.C.E., USE, MARIJUANA, OVERLOADING, STOA OPEN SPACE ETC.

THE STOA WILL BE CONSISTANT AND COMPLIANT WITH THE STOA GOVERNING DOCUMENTS, RULES AND REGULLATIONS.

CARDIFF 96 OBLIGATIONS UNDER ORDINANCE 20 AND THE SIXTH AMENDMENT TO THE SUBDIVISION IMPROVEMENTS AGREEMENT – THESE PREVIOUSLY PROCESSED AND APPROVED DOCUMENTS PROVIDE THAT THE DEVELOPER PLACE IMPROVEMENTS TO THE EXISTING GRAND RIVER PARK AND CONSTRUCT A

NEW SPIRIT MOUNTAIN PARK. THE ARCHITECTURAL AND ENGINEERED DOCUMENTS CLEARLY DEFINE THE IMPROVEMENTS AND NEW CONSTRUCTION, AND ALL SPECIFICATIONS, HAVE BEEN PREVIOUSLY APPROVED BY THE CITY. ALL IMPROVEMENTS WILL BE INCLUUDED IN THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) STORM WATER DISCHARGE PERMIT APPLICATION AND CERTIFICATE.

EXISTING ENTITLEMENTS AND ALLOWABLE USES – THE DOCUMENTS REFERENCED ABOVE PROVIDE FOR 4 DWELLING UNITS ON LOT 95 AND 25 DWELLING UNITS ON LOT 96. THE PLAN SUBMITTED IS ENTIRELY CONSISTENT WITH THE PREVIOUS APPROVALS. THE PLAN SUBMITTED ACTUALLY EXCEEDS THE REQUIRED CARDIFF GLEN ACTIVE OPEN SPACE REQUIREMENT. SEE ABOVE.

VERNACULAR AND DESIGN – THE PREVIOUS VILLAGE HOMES PLAN SHOWED A 35 DWELLING CONDOMINIUM BUILDING ON LOT 96. CARDIFF 96 LLC HAS SUBMITTED 29 UNITS IN 6 TOWNHOME STRUCTURES. ACCESS TO THE DWELLING UNITS IS IDENTICAL TO THE EARLIER PLAN. THERE IS NO ALLEYWAY ON THESE PARCELS, UNLIKE MANY OTHER PLACES WITHIN CARDIFF GLEN. THE DESIGN IS STYLISH, NEIGHBORLY COMPATIBLE, COMPLIMENTARY, VALUE PROTECTIVE, BENEFICIAL, LIVELY, AND WILL BE KNOWN AS **SOLSTICE MONTAIGNE**.

LANDSCAPE CHARACTER – WATER WISE, LOW MAINTENACE, VALUE PROTECTIVE, DROUGHT TOLERANT, ATTRACTIVE, ECO-INVITE, BEE AND BUTTERFLY FRIENDLY PLANTINGS WILL ADD DEFINITION TO THE SOLSTICE SENSE OF PLACE. THE CHARACTER WILL CREATE A LANDSCAPE THEME NOW KNOWN AS **XERI-MONTAIGNE.**

R-3 PUD ZONING – ITS OUR OPINION THAT THE PROPOSED PROJECT IS GUIDED BY ORDINANCE 20 AND THE SIXTH AMENDMENT TO THE SUBDIVISION AGREEMENT I.E. ALLOWABLE USES, DENSITY AND REQUIREMENTS. HOWEVER, UPON REVIEW OF THE EXISTING R-3 ZONING TEXT FOUND IN SECTION 070.040.020(e) OF THE EXISTF7ING MUNICIPAL CODE, IT APPEARS THE PROJECT IS CONSISTENT AND COMPLIANT TO THAT ZONE TEXT ALSO.

MINOR AMENDMENT REQUEST ITEM(S) PUD R-3 REZONING – THE GENERAL REZONING CRITERIA OF SECTION 070.060.040(A)(3) F.3 REFERENCE THE FOLLOWING:

I. IN REVIEWING A PROPOSED REZONING, THE PLANNING COMMISSION AND CITY COUNCIL SHALL CONSIDER THAT:

A. **THE REZONING IS CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN, TO EMBRACE EVOLUTION AND ENHANCE OVER TIME, AND, THE PURPOSE OF THIS CODE WHICH IS TO REFLECT CHANGED CONDITIONS OR THE WELFARE OF THE CITY.** EVOLUTION MAY BE FOUND IN DEMOGRAPHICS, MARKET DEMAND AND THE EXISTING LOCAL REAL ESTATE ENVIRONMENT AND MARKET PLACE. IT IS CLEAR THAT THE ROARING FORK VALLEY AND GLENWOOD SPRINGS IS IN NEED OF PRICE POINT ATTAINABLE HOUSING AND LOW TO ZERO MAINTENENACE HIGHER DENSITY MULTI-FAMILY HOUSING. THE SOLSTICE PLAN ACCOMMODATES AND INVITES LIVE, WORK, AND PLAY.

B. **THE REZONING IS CONSISTENT WITH THE PROPOSED PURPOSE STATEMENT OF THE PROPOSED ZONING DISTRICT; THE INTENT OF THIS ZONING DISTRICT IS TO PROVIDE FOR HIGHER DENSITY RESIDENTIAL COMPONENT WHICH SERVES AS A FUNCTIONAL AND**

TRANSITIONAL RESIDENTIAL COMPONENT BETWEEN EXISTING HOUSING AND ADJACENT COMMERCIAL/INDUSTRIAL USES. SOLSTICE WILL COMPLETE THE CARDIFF GLEN PUD AS ENVISIONED AND ALSO SERVES AS A TRANSITIONAL NEIGHBORHOOD BETWEEN THE EXISTING CARDIFF GLEN MIXED USE RESIDENTIAL AND THE COMMERCIAL/INDUSTRIAL AND THE AIRPORT TO THE EAST AND SOUTH OF THE PROPOSED NEIGHBORHOOD.

C. **SUBSTANTIAL CHANGES IN THE SUBJECT AREA WARRANT A ZONING CHANGE;** EXISTING COMPLIANCE AND FULLFILLMENT OF THE CARDIFF GLEN PUD IS NOT ENTIRELY CONSISTANT WITH THE ORIGINAL PUD ENTITLEMENTS AND EXACTIONS. THEREFORE, IT HAS BEEN DUELY PROCESSED AND AGREED UPON TO FOREGO THE ROUNDHOUSE AMENITY PACKAGE AND IN LIEU OF PLACEMENT OF A NEW SPIRIT MOUNTAIN PARK AND IMPROVEMENTS TO THE EXISTING GRAND RIVER PARK. PLEASE REFER TO ORDINANCE 20 AND THE SIXTH AMENDMENT TO THE SUBDIVISION APPROVEMENTS AGREEMENT(S) AND EXHIBITS. THE EXHIBITS GENERALLY AND CONCEPTUALLY REFLECT THE PARK IMPROVEMENTS, BUILDING LOCATIONS, ROAD ALIGNMENT AND SET BACKS. TO FRONT LOAD THE 25 UNITS IN LOT 96 AND THE 4 UNITS OFF OF THE INTERIOR PRIVATE DRIVES SOFTENS ADJACENCY TO NEIGHBORING DWELLING UNITS.

D. **THE INTENSITY OF DEVELOPMENT IN THE NEW ZONING DISTRICT IS NOT EXPECTED TO CREATE SIGNIFICANTLY ADVERSE IMPACTS TO SURROUNDING PROPERTIES OR THE NEIGHBORHOOD.** THE PROPOSED SOLSTICE NEIGHBORHOOD WILL ACTUALLY BRING ENHANCED, POSITIVE IMPACTS TO THE SURROUNDING PROPERTIES AND THE NEIGHBORHOOD. THE ADJACENT SINGLE-FAMILY HOMES WILL BE NOW SCREENED FROM THE AIRPORT, AVIGATION EASEMENT AND THE COMMERCIAL/INDUSTRIAL USES TO THE SOUTH AND EAST OF THE CARDIFF GLEN PUD BY AN ATTRACTIVE, LANDSCAPED RESIDENTIAL NEIGHBORHOOD. THERE WILL ALSO BE THE ADDED VALUE THAT COINCIDES WITH EXISTING GRAND RIVER PARK IMPROVEMENTS AND CREATION OF A NEW NEIGHBORHOOD PARK.

1. **STREET WIDTH, SIDEWALK WIDTH AND MOWSTRIP -**THE MUNICIPAL CODE CALLS FOR CONCRETE SIDEWALKS EITHER SIDE OF CITY STREETS. WE PLAN TO BUILD THE SPECIFIED, PUD AND CODE WIDTH WALKS ALONG CULVER, CRAWFORD AND STOCTON.

   TO ACCOMMODATE THE TURNING POINT ANALYSIS SUPPLIED BY THE FIRE MARSHALL WE ARE REQUESTING SHOWING A 4’ CONCRETE WALK IMMEDIATELY ADJACENT TO THE PRIVATE DRIVE RIPPLE LANE IN LOT 96. ALTHOUGH RIPPLE IS A PRIVATE DRIVE, THIS IS STILL CONSIDERED AN AMENDMENT.

   WE ARE ALSO PLACING AN EMERGENCY ACCESS EASEMENT AND DRIVE TO THE NEIGHBORHOOD FROM THE AIRPORT PROPERTY TO SUPPORT THIS REQUEST. CONSISTENT WITH THIS AMENDMENT REQUEST IS A 20’ ROAD WIDTH IMMEDIATELY ADJACENT TO THE 4’ CONCRETE WALK. THE ROAD AND THE WALK WILL BE CONSTRUCTED ON THE SAME COMPACTED, STRUCTURAL, 24’ WIDE SUBSURFACE PLATFORM. THE MUNICIPAL CODE CALLS FOR A 22’ ROAD.

2. **SETBACKS -**WE ARE REQUESTING A MINOR AMENDMENT TO SIDE AND REAR YARD SETBECKS ON BUILDINGS 1,2, 5 RELEVANT TO THEIR ADJACENCY TO THE PUBLIC PUD STREETS, CRAWFORD AND CULVER, AND EXISTING RESIDENTIAL SINGLE-FAMILY DETACHED UNITS. THIS IS A SLIGHT AMMENDMENT TO THE R-3 ZONING IN THE CARDIFF GLEN PUD AND FURTER INTERPETATIVE DETERMINATION BY PLANNING STAFF AND TRHE APPLICANT. THE BUILDINGS REAR AND SIDE ELEVATIONS WILL BE 10' FEET FROM THE PROPERTY LINE AND 22 FEET FROM THE TOP BACK OF CURB. ON THE SIDE OF BUILDING 2 THERE WILL BE 12' AND 22' FROM TOP BACK OF CURB.

   TO SOFTEN THE SETBACK AMENDMENT, ARCHITECTURAL, FINISH AND LANDSCAPE HAS BEEN ENHANCED TO INSURE A POSITIVE, VALUE PROTECTIVE COMPLETIO OF THE CARDIFF GLEN NEIGHBORHOOD.

3. **DWELLING UNIT SIZE -**THE PUD REFERENCES MULTI-FAMILY UNITS RANGING FROM 440 SUARE FOOT STUDIO UNITS, LIKELY CONDOMINIUM UNITS, ABOVE THE ORIGINALY PPROIPOSED MIDLAND COMMERCIAL CENTER, AND UP TO 1250 SQUARE FOOT MULTI-FAMIILY UNITS, NOT INCLUDING GARAGE. THE SOLSTICE TOWN HOMES ARE GENERALLY SPEAKING, APPROXIMATELY 1800 SQUARE FEET, 3 BEDROOM UNITS WITH FLEX CONDITIONED SPACE, NOT INCLUDING THE GARAGE. THEREFORE, AN AMENDNMENT IS HEREBY REQUESTED.

4. **AMERICAN DISABILIITIES ACT (ADA) COMPLIANCE -** WHILE THE MUNCIPAL CODE APPEARS TO NOT REQUIRE THAT THE FEE SIMPLE TOWNHOMES BE ADA COMPLIANT, WE ARE FURTHER REVIEWING STATE STATUTORY REQUIREMENTS. IT IS UNDERSTOOD FROM THE CITY'S ADA COMPLIANCE REVIEW OUTSOURCE THAT THIS WOULD BE DETERMINED AT THE STRUCTURE BUILDING PERMIT PROCESS PHASE. HOWEVER, IT SHOULD BE NOTED THAT IN NO WAY IS THE APPLICANT REQUESTING A VARIANCE OR AMENDMENT OF ANY KIND IN THIS REGARD WHETHER IT BE WALKWAYS, SITE IMPROVEMENTS, PARKING AREAS OR RESIDENTIAL UNITS. IN FACT, ALL EXTERIOR IMPROVEMENTS ARE NOW SHOWN TO BE ADA COMPLIANT AND IT IS THE RESIDENTIAL COMPONENT WHICH REQUIRES ADDITIONAL REVIEW. ADDITIONALLY, IN CONSIDERATION OF MISSION, INTENT, PLAND AND STATEMENT, SOLSTICE IS EXPXPOLRING ADA IN SOME UNITS AS AN ADDDED VALUE ATTRACTION TO THE COMMUNITY AND NEIGHBORHOOD.

5. **STOA (SOLSTICE TOWNHOME OWNERS ASSOCIATION) -** AS ALSO REFERENCED IN THE SUMMARY OF DEVELOPMENT STANDARDS, THE SOLSTICE NEIGHBORHOOD WILL HAVE ITS OWN PROTECTIVE COVENANTS, BYLAWS, RULES AND REGULATIONS. THIS IS NOT AN AMENDMENT REQUEST, SIMPLY A REFERENCED, COMPLIANCE STATEMENT.

6. **RAW WATER IRRIGATION SUPPLY -**IT WAS ORIGINALLY ASSSUMED THAT RIGHTED RAW WATER SUPPLY WOULD BE SOURCED BY THE ROARING FORK RIVER. DUE TO WATER QUALITY ISSUES, UNDERSTOOD TO INCLUDE HIGH SALINITY AND ALKALINITY, RAW WATER WOULD NOT SUPPORT PLACED LANDSCAPE. AS A RESULT, THE EXISTING IRRIGATION SOURCE FOR THE ENTIRITY OF THE CARDIFFF GLEN PUD IS GLENWOOD SPRINGS POTABLE WATER. SUPPLY AND DISTRIBUTION MATTERS ARE UNDER INVESTIGATION BY THE CITY. IN

CONSIDERAION OF THIS MATTER IT NEEDS TO BE DISCLOSED THAT IRRIGATION WATER WILL BE SOURCED BY THE EXISTING CARDIFF GLEN PUD IRRIGATION MAINS AND CITY POTABLE WATER. IT SHOULD BE NOTED THAT THE SOLSTICE LANDSCAPE PLAN REFLECTS MINIMUM INTENSIVE LANDSCAPE, IS CONSISTENT WITH THE CODE AND PUD, AND IS DROUGHT TOLERANT, WATER CONSERVATION CONSIDERATE, AND ALSO ATTRACTIVE WHICH RESULTS IN LESSER WATER USAGE AND ON GOING VVALUE PROTECTIVE MAINTENANCE REQUIREMENTS.

PRELIMINARY PLAT CRITERIA:

1. **PLANNING APPLICATION –** INCLUDED/PREVIOUSLY SUBMITTED
2. **OWNERSHIP –** INCLUDED/PREVIOUSLY SUBMITTED
3. **PUBLIC NOTICING –** INCLUDED/PREVIOUSLY SUBMITTED
4. **NEIGHBORHOOD MEETING –** INCLUDED/PREVIOUSLY SUBMITTED
5. **VARIANCE OR ADMINISTRATIVE ADJUSTMENT REQUEST – SEE ABOVE**
6. **ENGINEERING REPORTS –** INCLUDED/PREVIOUSLY SUBMITTED
7. **PLAT –** SHOWN
8. **COVENANTS & DECLARATIONS AND HOA BY-LAWS, DRAFT –** INCLUDED AND SUBMITTED AS REVISED
9. **MAINTENANCE AGREEMENTS, DRAFT –** INCLUDED/PREVIOUSLY SUBMITTED
10. **EASEMENTS –** SHOWN
11. **FEES –** PAID IN FULL

EXISTING CONDITIONS MAPPING – ITEMS BELOW ARE SHOWN UNLESS OTHERWISE NOTED

1. **TOPOGRAPHY –** SHOWN, SEE GRADING PLAN FOR EXISTING AND PROPOSED
2. **UTILITIES -** EXISTING SHOWN ON MAP, PROPOSED SHOWN ON CIVIL UTILITY PLAN
3. **VEGETATION -** SAGE BRUSH, FRUIT TREES, ELM TREES AND NATIVE GRASSES
4. **ADJACENCY –** CARDIFF GLEN SINGLE FAMILY DETACHED, ATTACHED, DUPLEX TO THE WEST AND SOUTH. COMMERCIAL, INDSUSTRIAL AND AIRPORT TO THE EAST. UNIMPROVED OPEN SPACE TO THE NORTH.
5. **ACCESS -** VIA CARDIFF GLEN PUD PUBLIC STREETS AND SOLSTICE PRIVATE DRIVES. EMS AND SERVICE ALSO THROUGH PROPOSED, PAVED, EMS AND SERVICE ACCESS EASEMENT IN SOLSTICE NEIGHBORHOOD
6. **GEOLOGIC FORMATIONS –** TYPICAL GLACIAL SAND, GRAVELS, PIT-RUN
7. **EXISTING CONDITIONS AND DEMILITION**
8. **STREET LIGHTING –** SHOWN ON MAP, NO ADDITIONAL STREET LIGHTING PLANNED, LOW IMPACT NIGHT SKY ON PRIVATE DRIVE, NO MEANINGFUL PRESENCE OF EAGLE VALLEY EVAPORITE OR MAROON FORMATION
9. **LANDSCAPE LIGHTING -**
10. **STREET AND ACCESS SIGNAGE -**
11. **WATER COURSES/WATER BODIES –** NONE, RETENTION DRAINAGE SHOWN ON GRADING AND DRAINAGE PLAN

STORMWATER AND INCIDENTAL DRAINAGE SYSTEM AND APPURTENANCES – VALLEY PANS, SWALES, CATCH BASINS, CURB AND GUTTER AND RETENTION/DETENTION SHOWN ON DRAINAGE PLAN. LOTS 95 AND 96 WILL TYPICAL DRAIN FROM THE NORTH SOUTH MID POINT TO THE EXISTING CURB AND GUTTER, CATCH BASIN, DISCHARGE SYSTEM PLACED PREVIOUSLY. THE EASTERLY PORTION OF BOTH SITE AND SPIRIT MOUNTAIN PARK WILL DRAIN TO TWO PROPOSED STORM WATER RETENTION/DETENTION LOCATIONS SHOWN ON THE DRAINAGE PLAN. ONCE THESE LOCATION ARE VERIFIED BY CITY ENGINEERING DEPARTMENTAL REVIEW, PERCOLATION TESTS WILL BE FURTHER PERFORMED. ALL IMPROVEMENTS WILL BE INCLUUDED IN THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) STORM WATER DISCHARGE PERMIT APPLICATION AND CERTIFICATE. A COMPLIANCE BINDER WILL BE RETAINED AND MANGED TO ON SITE. PERIODIC INSPECTION AND EPORTING SHALL OCCUR AS DETERMINED BY THHE CDPHE PERMIT AND CERTIFICATE AND STATED BEST MANAGEMENT PRACTICES.

UTILITY CAN AND WILL SERVE LETTERS -AS PROVIDED, CITY WATER AND SEWER MAINS ARE ADJACENT TO SITE AND SERVICE MAINS ARE TO THE PROPERTY. SHALLOW UTILITY SERVICES (CATV, ELECTRICITY, NATURAL GAS AND TELECOMMUNICATIONS) ARE STUBBED TO THE SITE. PLEASE SEE THE PROPOSED UTILITY PLAN AS PROVIDED BY THE CIVIL ENGINEER, GLENWOOD SPRINGS ELECTRIC, AND BLACK HILLS ENERRGY

LANDSCAPE IRRIGATION – UPON CONSULTATION WITH THE MANAGERS FOR CARDIFF I AND CARDIFF II, THE LANDSCAPE MAINTENANCE SERVICE PROVIDER AND THE CITY WATER/WASTEWATER DEPARTMENT IT HAS BEEN PRELIMINARILY DETERMINED THAT GRAND RIVER AND SPIRIT MOUNTAIN PARKS, AND THE SOLSTICE TOWNHOME NEIGHBORHOOD LANDSCAPE SHALL BE TIED INTO THE CONVERTED POTABLE WATER SUPPLY THAT CURRENTLY IRRIGATES THE BALANCE OF THE CARDIFF GLEN LANDSCAPE PORTFOLIO. THIS HAS BEEN DETERMINED BY THE CITY DUE TO THE FUTURE POSSIBILITY OF THE ENTIRE LANDSCAPE SYSTEM BEING CONVERTED BACK TO THE ORIGINALLY PLANNED RAW WATER SUPPLY.

PRELIMINARY SOILS AND GEOTECHNICAL REPORT – A REPORT WAS DILIGENTLY PERFORMED BY HEPWORTH-PAWLAK DURING THE ENTITLEMENTS OF THE CARDIFF GLEN PUD. STEVE PAWLAK OF H-P KUMAR HAS PROVIDED AN UPDATED REPORT AND PERC TEST. THERE HAS BEEN NO TOPOGRAPHICAL OR GEOLOGIC EVENTS ON THE SITE SINCE THE INITIAL INVESTIGATION WAS PERFORMED.

TRAFFIC IMPACT ANALYSIS – A TRAFFIC IMPACT STUDY (TIS) WAS PERFORMED BY BANNER ASSOCIATES INC. IN MARCH OF 1999. THIS TIS ASSUMED THERE WOULD BE 247 DWELLING UNITS AT CARDIFF GLEN BUILD OUT AND A MIDLAND COMMERCIAL CENTER. THE COMMERCIAL CENTER WAS NOT COMPLETED. THE SUBJECT PARCELS WERE PLANNED TO INCLUDE 35 CONDOMINIUM UNITS. THE SOLSTICE TOWN HOME NEIGHBORHOOD WOULD BE REDUCED TO 29 UNITS. AN UPDATED ANALYSIS IS UNDERWAY WITH SCHMUESER, GORDON MEYER ENGINEERING.

EASEMENTS AND RIGHT-OF WAY

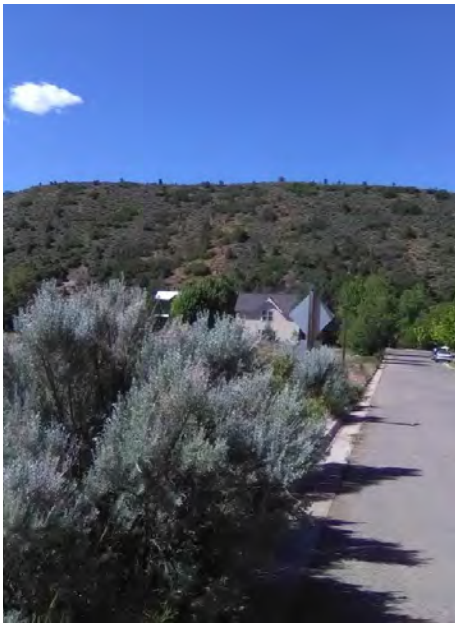
1. AS SHOWN ON THE TITLE COMMITMENT, THE EXISTING CONDITIONS MAP, SITE PLAN, SURVEY AND PLAT, THERE ARE NON-EXCLUSIVE UTILITY EASEMENTS, AND AN AVIATION AND HAZARDS EASEMENT.
2. AS SHOWN ON THE PRELIMINARY PLAT AND DETERMINED IN THE STOA GOVERNING DOCUMENTS, ARE COMMON AREAS AND LIMITED COMMON AREAS WHICH WILL BE OWNED, OPERATED, REPAIRED AND REPLACED BY THE STOA ONCE IMPROVED AND CONVEYED. THERE THE AREAS WILL BE FINALLY DEFINED AS-BUILT AND VIA THE ADMINISTRATIVE CONDOMINIUM MAPPING PROCESS.
3. AS SHOWN ON THE PRELIMINARY PLAT, THERE WILL BE A TEMPORARY CONSTRUCTION ACCESS EASEMENT, AND A PERMANENT EMERGENCY AND SERVICES ACCESS EASEMENT.
4. THE PROPOSED PROJECT IS IMMEDIATELY ADJACENT TO CITY OWNED RIGHT OF WAYS, CULVER, CRAWFORD AND STOCTON STREETS.

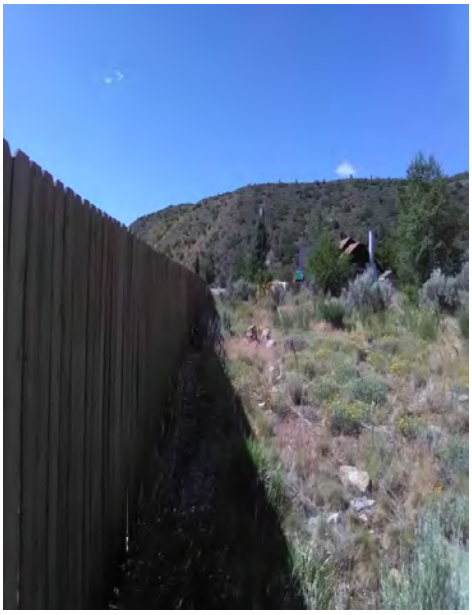
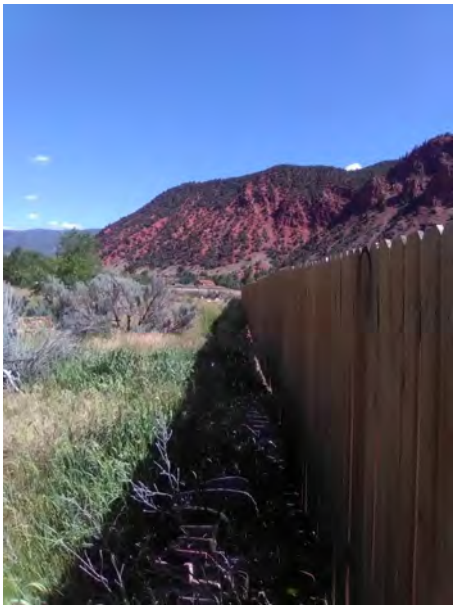
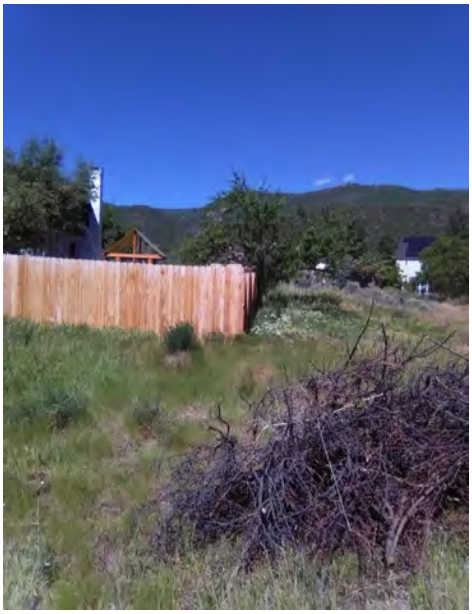
FACILITIES AND APPURTENANCES, OWNERSHIP AND MAINTENANCE

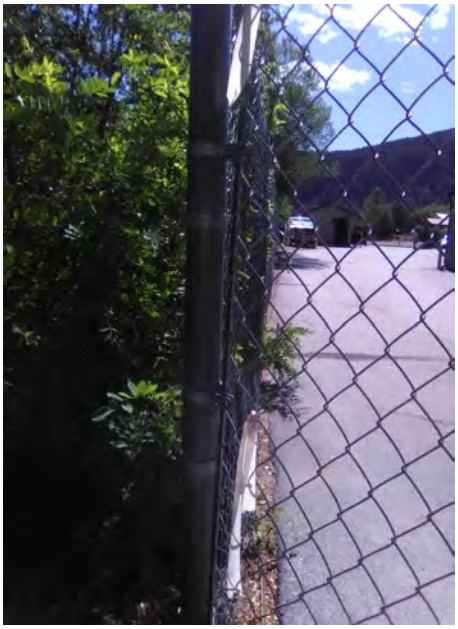
1. **POTABLE WATER AND SANITARY SEWER –** FROM THE SERVICE CONNECTION TO THE TOWNHOME UNITS WILL BE OWNED AND MAINTAINED BY THE STOA.
2. **FIRE SUPPPRESSION –** CENTRALIZED SYSTEMS AND ALARM PANEL IN EACH STRUCTURE IN RISER ROOM.
3. **RISER ROOM –** 4" DIP MAIN PLACED IN RISER ROOOM IN EACH BUILDING. SPLIT AT RISER ROOM TO SERVE EACH UNIT DOMESTIC POTABLE WATER SYSTEM AND FIRE SUPRESSION.
4. **SHALLOW/DRY UTILITIES –** SERVICE TO SITE IS EXISTING. GWS ELECTRIC, CENTURY LINK, COMCAST AND BLACK HILLLS ENERGU HAVE PROVIDED WILL SERVE DOCUMENTS, CORRESPONDANCE AND PLANS/SPECIFICATIONS. SERVICE LOCATIONS TO EACH LOCATIONN HAD BEEN CONFIRMED.
5. **CRAWL SPACE UTILITY AND FIRE SUPPRESSION CORRIDOR –** THIS WILL BE A RESTRICTED LIMITED COMMON ELEMENT, SEE GOVERNING DOCUMENTS
6. **IRRIGATION WATER SUPPLY –** SERVICE TO AND WITHIN SPIRIT MOUNTAIN PARK AND GRAND RIVER PARK WILL BE CONVEYED TO THE CARDIFF GLEN MASTER ASSOCIATION. THE SUPPLY TO THE SOLSTICE NEIGHBORHOOD WILL BE CONVEYED TO THE STOA.
7. **INCIDENTAL AND STORMWATER FACILITIES, SYSTEMS AND APPURTENANCES –** ALL ON SITE SYSTEMS WILL BE CONVEYED TO THE STOA. ALL OFF SITE WILL FALL WITHIN CITY ROW SYSTEMS. SEE DRAINAGE PLAN AND MAINTENANCE AGREEMENT BY AND BETWEEN THE STOA AND THE CITY.
8. **ROADS AND WALKWAYS –** THE ROADS AND WALKWAYS WITHIN THE SOLSTICE NEIGHBORHOOD WILL BE PRIVATE AND CONVEYED TO THE STOA. WALKWAYS WITHIN ROW WILL BE PUBLIC AND OWNED BY THE CITY.
9. **PARK FACULTIES AND LANDSCAPE –** UPON COMPLETION THE GRAND RIVER PARK IMPROVEMENTS AND THE NEW SPIRIT MOUNTAIN PARK WILL BE DEDICATED TO AND ACCEPTED BY THE CARDIFF GLEN MASTER ASSOCIATION.
10. **SOLSTICE LANDSCAPE –** UPON COMPLETION THE SOLSTICE LANDSCAPE PACKAGE WILL BE CONVEYED TO THE STOA.

FEMA FLOODPLAIN AND PLAIN STATEMENT - THE PROPERTY DEPICTED ON THE PLAT IS INCLUDED WITHIN THE FEMA DESIGNATED FLOODPLAIN COMMUNITY MAP. ADDITIONALLY, THE PROPERTY IS LOCATED WITHIN ANY DESIGNATED FLOODWAY OR FLOODPLAIN.

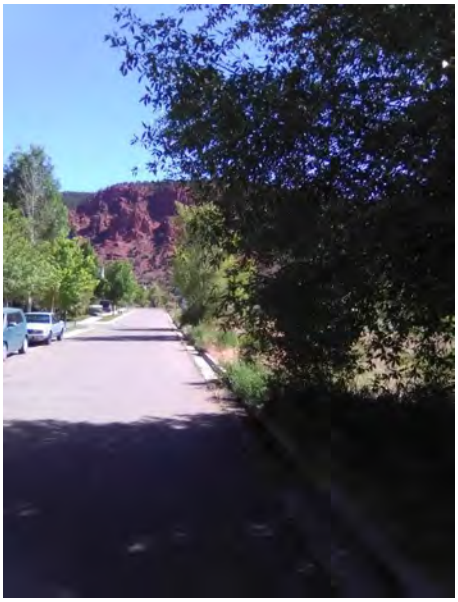
Ripple Lane



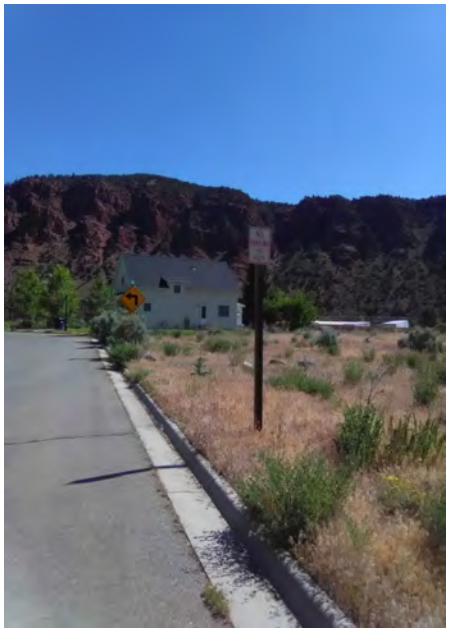




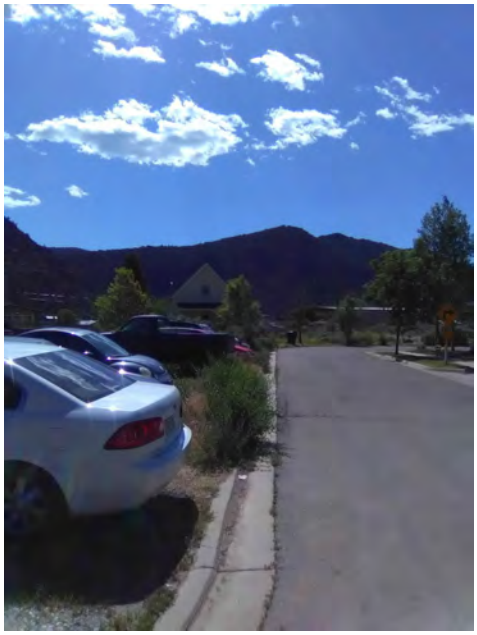


NO Dumping
NO Parking
NO Trespassing



STOP





CARDIFF GLEN PUD

GRAND RIVER PARK IMPROVEMENTS AND SPIRIT MOUNTAIN PARK

CONSTRUCTION OVERVIEW

Both the existing Grand River Park (GRP) and the new Spirit Mountain Park (SMP)are slated for improvements or new construction including LANDSCAPE, STREET/EARTHWORK, and STORMWATER MANAGEMENT Tasks.

Sensible sequencing is to commence staging and construction at the new SMP and then phase into the GRP improvements.

SMP is bordered on two sides by Open Space or Commercial Property, the other two sides are bordered by occupied residential improvements. The GRP is operational and is surrounded by occupied residential improvements.

There will be an ancillary Construction Access Only approach to the SMP site. The SMP site will serve as construction access, parking, staging, operations and storage for both SMP and GRP.

Qualified Contractors are requested to price both projects separately and entirely, by line item or category as lump sum, assumption allowance, unit costs or combined pricing. Whatever pricing approach is used, if other that what is shown on the spreadsheet bid forms, it needs to be clearly noted. If a category is not included in pricing, such as LANDSCAPE, it is important to note any not included items or categories specifically as not included.

Please reference the (PLANS FOR CONSTRUCTION OF) CARDIFF GLEN GRAND RIVER PARK AND LOT 95 AND PARKING IMPROVEMENTS PLAN SET DATED SEPTEMBER 1ST, 2016 in your pricing. The PLAN SET including SPECIFICATIONS is hereby attached. Please note that Lot 95, at Cardiff Glen, is where the new Spirit Mountain Park will be constructed.

Also attached are categorized line item spreadsheets for both the SMP and GRP projects. Classification and Unit Quantification have been represented by the Engineer and Architect on the spreadsheet bid forms.

The Project is anticipated to commence upon entitlements and permitting…weather depending. Site visits with prospective Contractors may be accommodated by the Project Manager. Control Survey staking will be performed by the CLIENT. The form of Contract will be provided by the CLIENT.

The CLIENT is Cardiff 96 LLC… with and address of…. The Project Manager is Ian Hause with Creative Results Consulting. Ian may be reached at 970-355-5279, or by email at creativeresultsconsulting@yahoo.com. Should you have any questions regarding what is stated above or hereby attached, please do not hesitate to contact Ian directly.

Please do not contact the CLIENT'S consulting engineers, architects or surveyors directly regarding this Project.

Thank you for your consideration of this Project.

Land Title Guarantee Company
Customer Distribution

PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **ABS63012932** Date: **07/09/2018**

Property Address: **TBD, GLENWOOD SPRINGS, CO 81601**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

For Title Assistance

Nicole Hall
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4189 (Work)
nhall@ltgc.com

Buyer/Borrower
A BUYER TO BE DETERMINED
Delivered via: No Commitment Delivery

Agent for Seller
GARFIELD & HECHT
Attention: HALEY CARMER
901 GRAND AVE., SUITE 201
GLENWOOD SPRINGS, CO 81601
(970) 947-1936 (Work)
(970) 917-1937 (Work Fax)
hcarmer@garfieldhecht.com
Delivered via: Electronic Mail

Seller/Owner
CARDIFF 96 LLC
Attention: Abdi Pirzadeh
abdi@aspenbuilt.com
Delivered via: Electronic Mail

Land Title Guarantee Company
Estimate of Title Fees

Order Number: **ABS63012932** Date: **07/09/2018**

Property Address: **TBD, GLENWOOD SPRINGS, CO 81601**

Parties: **A BUYER TO BE DETERMINED**

CARDIFF 96, LLC, A COLORADO LIMITED LIABILITY COMPANY

Visit Land Title's Website at **www.ltgc.com** for directions to any of our offices.

Estimate of Title insurance Fees	
"TBD" Commitment	$216.00
	Total $216.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

Garfield county recorded 06/13/2014 under reception no. 850253

Garfield county recorded 09/30/2011 under reception no. 808779

Garfield county recorded 04/20/2004 under reception no. 650501

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABS63012932

Property Address:

TBD, GLENWOOD SPRINGS, CO 81601

1. **Effective Date:**

   06/06/2018 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

   "TBD" Commitment $0.00
   Proposed Insured:
   A BUYER TO BE DETERMINED

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

   A FEE SIMPLE

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

   CARDIFF 96, LLC, A COLORADO LIMITED LIABILITY COMPANY

5. **The Land referred to in this Commitment is described as follows:**

   ****
   NOTE: THE FOLLOWING LEGAL DESCRIPTION IS PRELIMINARY AND IS SUBJECT TO CHANGE UPON COMPLIANCE WITH THE REQUIREMENTS UNDER SCHEDULE B-1, HEREIN.
   ****
   THE AREA DEPICTED AS:

   LOTS 95 AND 96
   CARDIFF GLEN P.U.D., FILING ONE
   ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1999 AS RECEPTION NO. 547815.

   EXCEPTING:
   LOT 98
   CARDIFF GLEN P.U.D, FILING THREE
   ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 2002 AT RECEPTION NO. 602820 AND DECLARATION RECORDED JUNE 24, 1999 IN BOOK 1136 AT PAGE 853
   CITY OF GLENWOOD SPRINGS

   COUNTY OF GARFIELD
   STATE OF COLORADO

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABS63012932

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

The following will be required should the Company be requested to issue a future commitment to insure:

1. A BOUNDARY SURVEY CONTAINING A METES AND BOUNDS LEGAL DESCRIPTION OF THE PROPERTY IN SCHEDULE A MUST BE PROVIDED TO LAND TITLE GUARANTEE COMPANY.
2. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR CARDIFF 96, LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

   NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.
3. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF CARDIFF 96, LLC, A COLORADO LIMITED LIABILITY COMPANY AS A LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

   NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.
4. WARRANTY DEED FROM CARDIFF 96, LLC, A COLORADO LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABS63012932

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 10, 1892, IN BOOK 12 AT PAGE 148 AND RECORDED JULY 29, 1895 IN BOOK 12 AT PAGE 375
9. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 10, 1892, IN BOOK 12 AT PAGE 148 AND RECORDED JULY 29, 1895 IN BOOK 12 AT PAGE 375
10. TERMS, CONDITIONS, PROVISIONS, RESTRICTIONS, EASEMENTS AND RIGHTS OF WAY AS CONTAINED IN AVIATION AND HAZARD EASEMENT RECORDED JUNE 24, 1999 IN BOOK 1136 AT PAGE 848.
11. EASEMENTS, RIGHTS OF WAY AND OTHER MATTERS AS FOUND ON THE CARDIFF GLEN PLAT RECORDED JUNE 24, 1999 AS RECEPTION NO. 547815 AND THE CARDIFF GLEN FILING THREE PLAT RECORDED MAY 6, 2002 AT RECEPTION NO. 602820.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABS63012932

12. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, AS CONTAINED IN INSTRUMENT RECORDED JUNE 24, 1999 IN BOOK 1136 AT PAGE 853 AND FIRST AMENDMENT RECORDED OCTOBER 25, 2000 IN BOOK 1214 AT PAGE 324 AND SECOND AMENDMENT RECORDED APRIL 6, 2001 IN BOOK 1244 AT PAGE 238 AND DECLARATION RECORDED OCTOBER 25, 2000 IN BOOK 1214 AT PAGE 330 AND FIRST AMENDMENT TO DECLARATION RECORDED APRIL 6, 2001 IN BOOK 1244 AT PAGE 249, THIRD AMENDMENT RECORDED MAY 6, 2002 IN BOOK 1352 AT PAGE 527, FOURTH AMENDMENT RECORDED NOVEMBER 17, 2003 IN BOOK 1539 AT PAGE 355.
13. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 22, 2005, IN BOOK 1672 AT PAGE 250 AND AMENDMENT RECORDED MARCH 11, 2008 AT RECEPTION NO. 744368.
14. TERMS, CONDITIONS, AND PROVISIONS OF SUBDIVIDER'S AGREEMENT AS CONTAINED IN INSTRUMENT RECORDED JUNE 24, 1999, IN BOOK 1136 AT PAGE 905, FIRST AMENDMENT RECORDED APRIL 6, 2001 IN BOOK 1243 AT PAGE 502 AND AS AMENDED DECEMBER 4, 2003 AT RECEPTION NO. 642206 AND AS AMENDED APRIL 20, 2004 AT RECEPTION NO. 650500 AND AS AMENDED AUGUST 3, 2004 AT RECEPTION NO. 657172 AND AS AMENDED SEPTEMBER 22, 2005 IN BOOK 1723 AT PAGE 412 AND AS AMENDED FEBRUARY 3, 2017 AT RECEPTION NO. 888526.
15. TERMS, CONDITIONS AND PROVISIONS OF WATER FACILITIES EASEMENT RECORDED JUNE 24, 1999 IN BOOK 1136 AT PAGE 826 AND COST SHARING AGREEMENT RECORDED SEPTEMBER 8, 1999 IN BOOK 1149 AT PAGE 529.
16. TERMS, CONDITIONS AND PROVISIONS OF UTILITY EASEMENT AGREEMENT RECORDED JUNE 24, 1999 IN BOOK 1136 AT PAGE 837.
17. TERMS, CONDITIONS AND PROVISIONS OF COST SHARING AGREEMENT RECORDED SEPTEMBER 09, 1999 IN BOOK 1149 AT PAGE 529.
18. TERMS, CONDITIONS AND PROVISIONS OF NON-EXCLUSIVE UTILITY EASEMENT RECORDED OCTOBER 30, 2000 IN BOOK 1214 AT PAGE 794.
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN JOINT USE AND COST SHARING AGREEMENT RECORDED APRIL 20, 2004 UNDER RECEPTION NO. 650496 AND FIRST AMENDMENT RECORDED DECEMBER 22, 2016 AT RECEPTION NO. 886890.
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED RECORDED AUGUST 28, 2014 UNDER RECEPTION NO. 853036.

LAND TITLE GUARANTEE COMPANY
DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.

(D) The Company must receive payment of the appropriate premium.

(E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

JOINT NOTICE OF PRIVACY POLICY OF LAND TITLE GUARANTEE COMPANY, LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY LAND TITLE INSURANCE CORPORATION AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- The public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Commitment For Title Insurance

Issued by Old Republic National Title Insurance Corporation

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Comitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; and
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I—Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. **PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

President

Old Republic National Title Insurance Company, a Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612)371-1111

Mark Bilbrey, President

Rande Yeager, Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Jason Cox
Utility Construction Planner
Colorado Gas
Jason.cox@blackhillscorp.com

Black Hills Energy
0096 County Road 160
Glenwood Springs, Co.
81601

September 14, 2017

Re: Solstice Townhomes

To Whom It May Concern:

This letter will confirm that Black Hills Energy will provide Natural Gas Distribution service to the development commonly known as Solstice Townhomes. Black Hills Energy will install a distribution system capable of serving the demand of the development that lies within the BHE certificated service territory.

This service will be subject to Black Hills Energy tariffs filed with the Colorado Public Utilities Commission and the Black Hills Energy Gas Network Main Extension Policy.

If you have any questions please feel free to contact me.

Sincerely,

Jason Cox
Utility Construction Planner
Colorado Gas
Jason.cox@blackhillscorp.com
Cell: 970-309-2432

MINUTES
City of Glenwood Springs
Planning and Zoning Commission
Regular Meeting
November 27, 2018
Council Chambers, First Floor, City Hall
101 W. 8th Street
6:00PM

1. Roll Call Meeting called to order at 6:02 PM

Present at roll call were Commissioners:	Marco Dehm, Ingrid Wussow, George Shaver, Kathryn Grosscup, and Tim Malloy
Absent:	Collin Wilhelm, Amber Wissing and Sumner Schachter
Also present were:	Jenn Ooton, Director/Asst. City Manager; Gretchen Ricehill, Assistant Director Anna S. Itenberg, City Attorney's Office Trent Hyatt, Senior Planner

2. Receipt of minutes of the October 23, 2018 regular meeting.
MOTION: Moved by Commissioner Malloy, seconded by Commissioner Wussow, to accept the minutes of October 23, 2018 regular meeting as written. Motion carried by voice vote. Commissioners Grosscup and Shaver abstained from voting as they were not present at the October meeting.

3. Comments from citizens appearing for items not on the agenda. No one appeared.

New Items

4. 15-18 – Consideration of a Rezoning/to PUD (amendment of an existing PUD), a Major Site/Architectural Plan Review, and Preliminary Plat

Applicant:	Cardiff 96, LLC
Owner:	Cardiff 96, LLC
Location:	Lot 95 and Lot 96 Cardiff Glen PUD (PIN: 2185-272-09-027)
Zone:	R/3 – PUD Multi-family Residential

Jenn Ooton recused herself as she was personally noticed about the hearing.

Trent Hyatt provided a Powerpoint presentation summarizing the project in accordance with the staff report.

The project requires

- An amendment of the existing planned unit development related to front and side yard setbacks; roadway, sidewalk and planting strip widths; dwelling unit size; and source of irrigation;
- Major Site/Architectural Plan review for the construction of 29 multi-family residential townhouse units in six buildings; and,
- Preliminary plat for the condominiumization of the townhouses and for creation of a Tract J for Spirit Mountain Park.

Mr. Hyatt summarized lot sizes, zoning and adjacent land uses. He also provided background information regarding the development of the Cardiff Glen planned unit development. He pointed out that the applicant also submitted Construction Plans to be reviewed concurrently with this application. The plans include a number of details related final grading, drainage, lighting and landscaping that are not required for this application. The Construction Plan review/approval are subject to approval of this application as well as any conditions attached thereto.

Mr. Hyatt provided the following detail regarding each action item:
PUD Amendments -

- Owner is requesting a 10-foot front and side yard setback for buildings 1, 2, 5 and 6. A 10-foot setback is consistent with many of the other lots in Cardiff Glen;
- Ripple Lane does not meet the minimum street width of 22 feet per the Cardiff PUD standards. Ripple Lane is a private, one-way roadway. Owner is providing a one-side, four-foot wide sidewalk without a planting strip. A five-foot wide sidewalk with planting strip and street trees is required.
- PUD requires mixed unit types and sizes which likely applies to the entire PUD however PUD text is unclear in this regard. Owner is providing one, two and three-bedroom units in sizes between 440 and 1,250 square feet.
- PUD requires use of raw water supply for irrigation. This is problematic due to city's ability to provide raw water service.

Mr. Hyatt reviewed the approval criteria for rezoning/amendments to the Cardiff Glen PUD.

Major Site/Architectural Plan Review –

- The owner proposes developing 21 units on Lot 95 and 56 units on Lot 96, or 87 units total;
- Design incorporates many architectural features outlined in the Cardiff PUD and covenants such as gable roofs with shed dormers, steep and moderately sloped roofs with overhanging eaves, windows facing the street;
- The project includes improvements to the existing Grand River Park, which was approved in a 2015 amendment to the PUD, and the creation of a new Spirit Mountain Park located on Lot 95.

Mr. Hyatt reviewed the approval criteria for Major Site/Architectural plans and noted that there are a number of revisions required prior to the issuance of a development permit. Reviewing agency comments are recommended as conditions of approval.

Preliminary Plat –

- The owner proposes creating six building areas and to create a new Lot 95 which includes adding a Tract J for Spirit Mountain Park. The 1995-approved 6th Amendment to the Cardiff Subdivision Improvement Agreement requires the

owner of Lot 95 to transfer Spirit Mountain Park improvements to the master homeowners' associations prior to the issuance of the building permit.
- The owner proposes to condominiumize the townhouse units. A Final Plat will be recorded upon the completion of each building.

Mr. Hyatt reviewed the approval criteria for preliminary plats.

Mr. Hyatt summarized how the project complied to the Comprehensive Plan-
- The multi-family use of Lots 95 and 96 do not conform to the future land use map. However, the map was not created on a parcel-by-parcel basis and many of the city's PUDs which allow multi-family development are similarly mapped. The project is in compliance with the Cardiff Glen PUD which was approved prior to the adoption of the 2011 Comprehensive Plan.
- The project encourages economic development; preserves small town character; provides convenient transportation;
- The project is an infill development;
- It provides housing opportunities and addresses social diversity; and
- It preserves natural resources.

Mr. Hyatt summarized comments received from the Engineering & Water/Wastewater departments. He noted the detailed, specific nature of the comments which were due to the owner's concurrent submission of Construction Plans. Comments were also received from Pat Collins and the Cardiff Glen 1 and Master Board of Directors with regards to parking, access and snow storage, orientation of the buildings and overall project design.

Mr. Hyatt concluded by noting that staff recommended approval of Actions 1 and 3, The Rezoning/Amendment and Preliminary Plat, and approval of action 2, the Site/Architectural Plan with conditions. Findings and conditions are found on pages 11 and 12 of the staff report.

<u>Questions of Staff:</u>
Commissioners discussed the following with Mr. Hyatt -
Commissioner Malloy:
- Clarified that these vacant lots are the last to be developed.
- Preliminary plat does not show access to parking for the park. Drake Place will be part of an easement for the townhomes and the park.
- The townhouse units will not be part of the city's deed restriction/affordable rental housing program.
- Clarified that the front setback is from Culver Circle, the primary public street.
- The rezoning approval criteria seems to imply that all of the criteria need to be met but, in this case, there are some criteria that are not applicable because this is not a rezoning but rather an amendment of the PUD zone district requirements.
- Discussed the public right-of-way to the south of Lots 95 and 96 and comments from Emergency Services regarding the emergency egress.
- Four units on Lot 95 are height limited due to proximity to the airport. That same restriction does not apply to buildings on Lot 96. There is an avigation easement on Lot 95 but not on Lot 96.
- Amendments are consistent with the Comprehensive Plan and other goals and plans of the City.

- The phasing plan is identified on the cover sheet. The applicant will start with infrastructure development and improvements to the park. Building 1 & 2 will be constructed in phase 2; buildings 3 & 6 in phase 3; buildings 4 & 5 in phase 3.
- The landscaping amendment relates to the use of potable water rather than raw water.

Commissioner Grosscup:

- The first phase of work includes work on the central park. The scope of work was described in the staff report packet. The amendment to the park plan occurred in 2015 and was recorded following approval by the city.
- The letter from the HOA regarding this application was recently added to the Commission's packet of material.
- The new internal roads in the development will be private. The design does not adhere to the Engineering Standards relative to curb/gutter, sidewalks with planting strip, slope, etc. However, Engineering Department has accepted the preliminary design.
- The PUD requires diversity in terms of a variety of unit types and sizes. This application requests an amendment to apply this diversity provision to the number of bedrooms.

Commissioner Wussow:

- Requested clarification on the diversity of the housing type requirement. The PUD was developed in 1999, it did not specify where it wanted to see the development of specific unit sizes and types. The types of units proposed in this development are a response to the market.
- This neighborhood has existing HOAs. This development will create a third.

Commissioner Malloy:

- The HOA board letter commented about on-site. There will be 12 spaces of public or community parking on Lot 96 associated with Spirit Mountain Park; and 6 guest spaces on Lot 95.
- The alleyway access is characteristic of the Cardiff development but under today's standards it likely would be problematic for Emergency Services due to size and maneuverability of their equipment.

Commissioner Shaver:

- The temporary access to Cardiff Road could be permanent access for residents. It will not be gated but may be chained to discourage use by anyone other than emergency services.
- The ADUs do not count towards the overall neighborhood housing. This development cannot have ADUs because by Code, ADUs are only associated with single family, detached uses.

Commissioner Wussow:

- The major/ site architectural plan review submission does not require concurrent submission of construction plans. The Commission received more detailed plans than is required under the new Code. The comments generally relate to the construction details.

Commissioner Grosscup:

- The front doors on each building are facing the parking area rather than the street. This is different than what you see in the neighborhood but the proposed orientation is not necessarily prohibited by the PUD.

Commissioner Malloy:

- Ripple Lane is looped. Were cul de sacs and different building orientations considered? Staff has been working with the applicant on various iterations of the site plan since May. A site plan with cul de sacs was not presented as an option.

Applicant Presentation

Ian Hause, 20 Clearwater Rd, Carbondale, CO

Mr. Hause provided a Powerpoint presentation summarizing the intent and background of the development; and provided information about its owners, managers, and development team. Mr. Hause discussed the following:

- Phasing of project and process of construction;
- Certification and acceptance of Spirit Mountain Park, and transfer to the Master HOA;
- Creation and development of the Lot 95 and 96 Solstice Townhome HOA and its relationship to the Master HOA;
- Price points of the townhome units in the lower to upper $400,000s.

Mr. Hause provided details of the previously approved Grand River Park improvement plans; discussed the inexact language in the Cardiff Glen PUD regarding setbacks; landscaping plans including number and species of trees; and provided a brief summary of the neighborhood meeting.

Questions of the Applicant

The Commissioners discussed the following with Mr. Hause:

Commissioner Malloy:

- The landscape plan was prepared by the project architect and someone from Carbondale who selected appropriate plant species for this area.
- The park design includes active and passive uses including a grassy area, horseshoe pits, a gazebo and walkway.
- The proposed development is located along the roadway behind Lot 95 & 96. There is an apparent lack of landscaping along the east side of the property, the airport side of the property, except for existing sagebrush. The development is trying not to use a significant amount of water due to storage issues in the existing Cardiff water tank. Concern was expressed regarding screening the airport use.
- Discussed the orientation of buildings 5, 6 and 1 and consideration in the planning process of construction of a cul de sac and thru road rather than emergency access. The site plan generally grew out of prior agreements and approvals, accommodation of storm drainage on site, existing easement and existing access points, avigation easements, and other site constraints.
- Adding landscaping along Culver to soften views to backs of buildings and along the east side of the park.

Commissioner Wussow:

- Discussed the continuity of this development with the existing community and the proposed architectural style, understanding that there has been a decade between the two. The proposed development will protect and enhance the property values of the community.
- Noted that the proposed building colors are darker and the architectural style more contemporary than what currently is found in the neighborhood. Designers and owner believe that the architecture, landscaping and park improvements are

consistent with the vision of the Planned Unit Development. It offers a nice transition from the existing development.

Commissioner Grosscup:

- Discussed the overall timeframe of development. The project will be completed by the 4th quarter of 2021, or roughly 36 months. The park will be completed by summer 2019.
- The project narrative discusses accessibility features in some of the units. Accessible units are in Building 1. The building is two level with the primary living located on the main floor.

Commissioner Shaver:

- Parking is a big concern in this neighborhood. Clarified that parking for Spirit Mountain Park will have some restrictions for example no boats, recreational vehicles and no overnight. Additional on-street parking will be created along Stockton Road but not along Culver Circle.
- Discussed current use of lots for parking and process of notifying owners.

Commissioner Dehm opened the public hearing: 7:38PM

Public Comment:

Eric Mazur, 1547Crawford Way

- Design does not match the neighborhood;
- The building fronts should have porches that front onto the public street;
- Concerned about evacuation in case of fire;
- The project does not public transportation goals;
- The use of native landscaping has been tried in Grand River Park and it has failed;
- There should not be another HOA. Development of another HOA.

Ann Stewart 1726 Stocton Rd

- When is South Bridge going to be completed? This needs to be thought about before we develop additional homes. Midland is maxed. There is no other way out of the neighborhood.
- Loves the Victorian style house. The proposed development does not come close to that look; the dark color is too dark.
- Sunlight Bridge / 27th St Bridge will be under construction about the same time that the development will be under construction as will Midland Avenue.
- Expressed concerns about the parking issue, which is huge. Parking may not be adequate for what is being proposed.

Rob Gavrell, attorney for the Cardiff Glen Master Assn.

Showed documents to the Commission via the overhead camera.

- He believed that the proposal does not comply with the 2015 PUD amendment or the subdivision improvement agreement (SIA). Illustrated the existing style of housing in the Cardiff neighborhood. The amendment calls for front porches; uninterrupted sidewalks; homes facing the street; light colors; gabled roofs-characteristics that even apply to townhouses.
- Mr. Gavrell read from the PUD document. That document mandates front porches, garages facing alleys.
- The covenants provide an intention that development conforms to the neotraditional style.

- Complemented the developer in working with the HOAs regarding Grand River Park. The 2016 SIA requires that the developer build lot 95 based on the plans that were attached to the SIA as exhibit B. The exhibit shows buildings fronting Culver Circle and the back buildings facing a sidewalk which wraps around to the east.

Commissioner Malloy requested to ask Mr. Gavrell questions. Anna Itenberg, City Attorney's office clarified that the Commission should not be asking questions of the public. Mr. Gavrell proceeded by addressing questions that the Commission brought up in previous discussions with staff and the applicant: He addressed –

- Front versus backyard setbacks;
- The buildings overwhelming Crawford;
- Concerns with PUD standards applying to all of the development.

Amy Murphy, 1631 Winter's Lane

- Showed an image of one original advertisement of a Victorian style residence on the overhead camera;
- Every time a variance is granted the neighborhood loses. We lost open space; the community center; the business center; the number of parking spaces.
- The parking problem is huge. Issues come up daily. It is an undue burden on the neighborhood.
- The PUD calls for front porches and sidewalks. She expressed concern about safety. The project is too dense. Cannot deal with another parking situation. Tandem spaces do not work. They need to provide parking if we are not getting the community center. Consider the human factor and those that have already invested in the city and this area.

Julie Stetnauski, 1654 CR 154 but own two townhomes in the neighborhood. The look of these buildings is more like what is being developed in the Meadows. That is not the architecture that belongs in Cardiff Glen. Does not agree with the color; or the height variance. Parking is an issue. Colors make a huge difference in a development. Asked that the development be consistent with the neighborhood. Agrees with the other comments. Put front porches where they belong, maintain the height restriction,

Mary Copeland, 1687 Crawford Way.
The applicant showed images of cars parked on the lots. What are the people supposed to do and where are they supposed to park when the developer takes away the spaces? It will just create more issues.

Mike Alsdorf, 1131 Cooper, owner of the Airport Mini-storage

- Believes that these buildings look better than the previous proposal.
- Expressed concerns about the proposed retention/detention pond in the corner of the property. Concerned about how that will affect his property.
- Discussed construction access through "Cardiff Rd". He indicated that the road is an issue because it is substandard.
- Requested that parking not be allowed on the emergency egress. People will be parking along Darrow Rd and shifting an existing problem eastward.

Closed Public meeting 8:09 PM

Commissioner Dehm invited the applicant to respond to public comments. Mr. Hause discussed the following:

- The PUD stipulates that a new association be created for these lots;

- The PUD allows for 40 foot tall buildings and these are 38 feet tall;
- The architecture is attractive, the massing is substantially less than what could be allowed.
- The project is dealing with stormwater on site.
- Access easement will be for emergency services.
- Fire evacuation is difficult. The project is infill development which is where it needs to occur as opposed to in the county rural areas.
- Uncertain about RFTA's plans. When South Bridge is constructed, RFTA may consider expanding their services to this area.
- Density is less than what was originally approved.
- Regarding parking on site, people are parking where there are no trespassing signs. The intention is to get the owners to remove their cars on good terms. They will be notified ahead of time.
- Regarding the PUD, the owners and development team has read and re-read the PUD document. They believe that they understand the intent.
- There is a water line stubbed to the mini-storage property. There is no existing easement but the developer/owner will be creating one to address that line.

Additional Questions of Staff and Applicant

The Commission discussed the following with Mr. Hause and Mr. Hyatt:

Commissioner Malloy:

- The Attorney for the Master HOA talked about PUD guidelines and covenants who administers the covenants? The Master Association addresses parks and rights-of-way.
- Does the HOA have a design review process? There is design review process but the covenants and design review process does not apply to Lots 95 & 96.
- Confirmed that developers conducted neighborhood meetings.
- Discussed the project meeting the parking requirement and height standard.

Commissioner Grosscup

- The site plan shown by Gavrell shows additional parking. Mr. Hyatt explained that the plan was a concept that was included in Ordinance 20, approved in 2015. From that concept plan, an actual improvement plan was developed and formalized.

Abdi Pirzadeh, 110 Spur Drive and owner Lot 95 and 96:

- Clarified that the concept plan of the Grand River park improvements was not accepted by the HOA. The plan that was included in the SIA amendment is what was accepted and approved, and what is being developed.
- Mr. Pirzadeh indicated that he was receptive making some design changes and using lighter colors but reminded the Commission that the parcels are designed as high density; these parcels are not subject to the covenants and therefore are not obliged to create Victorian design. He is okay with changing colors, toning down the dark colors, but he likes the new modern look.
- Regarding parking, this project inherited the Cardiff Glen parking problem. This development cannot solve the neighborhood parking problems.
- Regarding trees, he would like to plant more but water department asked to minimize use of water and to use drought tolerant species;
- He is open to adding more parking along Culver but it may cause setback issues;
- He was also receptive to adding a sidewalk behind the buildings as shown in Mr. Gavrell's plans but stated that it was a sidewalk to nowhere.

Commissioner Malloy:

- Addressed to Mr. Hyatt - this seems to be a case of conflicting exhibits. Mr. Hyatt indicated that exhibit A is an exhibit to Ordinance 20, it is a concept plan. At the time there were three options considered. The SIA Amendment actually approved Grand River construction plans. The final approved design is based on the concepts included in the Ordinance. Site plans for Lot 96- parking and building orientation - were not included in plans shown in the SIA amendment.
- Ordinance 20 only really addressed improvements to Spirit Mountain Park, Grand River Park and open space requirements.

Commissioner Dehm asked for motions regarding Action Item #1

Action Item 1: Rezoning (amendment) to PUD – to allow for amendments to the existing Cardiff Glen PUD related to front/side yard setbacks, road/sidewalk/landscaping width, dwelling unit size, and irrigation source.
Commissioner Malloy moved to approve Action item 1 with the findings found in the staff report except for the following:

- Finding #2 was amended to read: "The amendment is consistent with the approval criteria for rezoning"
- Findings #3 and #7 have been stricken.

Second by Commissioner Shaver

Discussion:
Commissioner Grosscup:

- Reminded the Commission that the owner indicated he would look at adding parking along Culver Circle. That is now part of the record.

Commissioner Malloy:

- Troubled by fact that variances are being requested and that there was no consideration of realigning roads and for the orientation of buildings 5, 6, and 1. Does not believe that there was an effort to reorient the buildings and roadways.

Commissioner Wussow:

- Questioned if it would be possible based on alignment of existing utilities and other site conditions.

Commissioner Malloy: recognized that the Commission did not have adequate information to make that determination.

-

Commissioner Shaver: as a stand alone project, this development is attractive.
Commissioner Wussow: the existing PUD is starting to show its age. She would like to see a smoother transition to the existing neighborhood.

- Commissioner Dehm: the parking issue relates to the original development. It is not entirely fair to have the last development solve the parking problem.
- Malloy pointed out that the development meets the parking requirement.
- Commissioner Dehm preferred use of lighter colors, the density appears to be fine.

Motion approved unanimously.

Action item 2: Major Site/Architectural Plan Review – to allow for the construction of 29 multifamily residential townhome units in six buildings.

Commissioner Malloy moved to approve Action item 2 with the findings and conditions found in the staff report and with the following additional conditions-

1. Landscaping shall be increased on the east side of Culver Circle shall be increased to provide screening along the backs of Buildings 4, 5 and 1; and, additional landscaping shall be provided along the east property boundary of Spirit Mountain Park and parcel 6 to help screen the airport from both units and to enhance the feeling of the park;
2. Applicant shall return Cardiff Road to the same or similar condition prior to construction;
3. Require that ten percent, f the total number of units in Building 1, or 4 units, are ADA-compatible.

Second by Commissioner Shaver.
Commissioners Shaver and Malloy discussed the landscaping requirement. Clarifying that what is meant by landscaping is not turf grass but rather an addition of trees and shrubs.

Commissioner Grosscup: Asked if the Commission wanted to address building color in these conditions.

The Commission decided not to address color.

Motion approved unanimously.

Action item 3: Preliminary plat – to allow for the condominiumization of 29 multi-family residential townhome units in six buildings and the creation of Tract J for Spirit Mountain Park.
Commissioner Malloy moved to approve Action item 3 with the findings 1 through 7 as found in the staff report except for the following changes to findings 2 and 3:

2. Will comply with the applicable zoning district standards as revised by this PUD amendment;
3. Will comply with the use, dimensional, design, and development standards in this PUD as hereby amended.

Commissioners clarified that Council would be considering all three of the action items.

Seconded by Commissioner Shaver.

Motion approved unanimously

Jenn Ooton returned to the meeting.

1. Director Comments
Jenn Ooton announced an open house for vacation rentals in January. Time is to be determined. There is a 4-month moratorium on processing applications.
The city is working with an artist to design a sculpture on the north landing. A charrette will be held December 5 at the Community Center.

2. Commissioner Comments
Commissioner Wussow reported that she attended a land law class in Denver on November 8 and 9. She has all of the presentation which she will send to the Commission. One of the big take-aways is the importance of the dialogue between commissioners and questions to the applicant. She recommended adding a paragraph to the staff reports indicating that applicants properly followed notification procedures.

Commissioner Shaver: asked about how staff determines its recommendations. Individually staff prepares reports and crafts conditions but, staff reports are reviewed my many staff members prior to finalization. Jenn Ooton pointed out that she and Gretchen Ricehill confer with regard to code interpretations. Staff works closely with the applicant during all stages of the application process.

3. Adjournment

ORDINANCE NO. 20

Series of 2015

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING THE CARDIFF GLEN PLANNED UNIT DEVELOPMENT TO ELIMINATE THE REQUIREMENT TO CONSTRUCT A COMMUNITY CENTER REFERRED TO AS THE "ROUNDHOUSE", MODIFY OPEN SPACE REQUIREMENTS, AND REQUIRE IMPROVEMENTS IN GRAND RIVER PARK.

WHEREAS, the Glenwood Springs City Council approved, in Ordinance No. 3, Series of 1999, a rezoning of a 21.75 acre parcel from R/4 to Planned Unit Development, to be known as Cardiff Glen P.U.D.; and

WHEREAS, two of the requirements of the approved Cardiff Glen P.U.D. were construction of a roundhouse community center (the "Roundhouse") and the required open space areas on Lots 95 and 96; and

WHEREAS, the developers of the Cardiff Glen P.U.D. and other circumstances have substantially changed since the initial approval of the P.U.D, and the current developer of Lots 95 and 96 has requested that the requirement for the Roundhouse be eliminated, that alternative improvements be made in Grand River Park, and has also requested a modification of the open space requirements on Lots 95 and 96; and

WHEREAS, the City's Planning and Zoning Commission, at its July 28, 2015 meeting, conducted a public hearing and recommended amending the Cardiff Glen P.U.D. by eliminating the Roundhouse and in lieu thereof require certain improvements in Grand River Park, and modifying the common and active open space requirements on Lots 95 and 96; and

WHEREAS, City Council considered the Planning and Zoning Commission's recommendations at its regular meeting on August 20, 2015 and affirmed the findings of the Planning and Zoning Commission and eliminated the Roundhouse and in lieu thereof require certain improvements in Grand River Park, and modifying the common and active open space requirements on Lots 95 and 96; and

WHEREAS, City Council found that the proposed amendments are consistent with the City's Comprehensive Plan, other adopted City plans, the Municipal Code, and the City's goals and policies; and

WHEREAS, the Glenwood Springs Municipal Code requires that an ordinance be enacted to effectuate the amendments as granted.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, ORDAINS THAT:

Section 1. The recitals above are hereby adopted as findings.

Section 2. The Cardiff Glen P.U.D. is hereby amended subject to the following contingencies, which have been agreed to by the developer:

1. The active open space and common open space areas and improvements on Lots 95, 96, and in Grand River Park shall be as presented in Exhibits A and B, attached hereto and incorporated herein.

2. Maximum number of units on Lot 95 shall be limited to four (4) and maximum number of units on Lot 96 shall be limited to twenty-five (25).

3. Completion of active open space improvements per Exhibits A and B shall occur prior to issuance of any Certificate of Occupancy on Lots 95 or 96.

4. The amendment of the PUD as presented in Exhibits A and B in lieu of the elimination of the Roundhouse and changes in common and active open space on Lots 95 and 96 is contingent upon the submittal of an agreement between all the homeowners associations and owners of Lots 95 and 96 regarding shared maintenance of improvements no later than February 1, 2016. In the event no agreement is provided by this date, the Cardiff Glen PUD is amended to eliminate the roundhouse requirement but shall retain the original requirements as contained in Ordinance 3, Series of 1999, for common open space and active open space on Lots 95 and 96.

5. Full details on all proposed open space improvements shall be submitted for the review and approval of City staff prior to February 1, 2016 i.e. utility plans, landscape plans, furniture specifications, pavement/sidewalk improvements, architectural plans and materials for gazebo, number of picnic tables, grills, etc.

6. Upon City approval of proposed open space plans, an engineer's estimate for all private improvements shall be provided with proposed method of security. The proposed form of security shall be subject to the approval of the City Attorney.

7. Evidence of legal authorization from the Cardiff Glen Master Association, or some other legally binding agreement between the homeowners associations, as approved by the City's legal counsel, will be required for construction of improvements in Grand River Park, as well as agreement to acquire ownership and maintenance of alternative improvements.

8. If any improvements on Lots 95 or 96 are to be active open space improvements for all of the Cardiff Glen residents, the area where these improvements are

located should be designated as a separate tract for transfer of ownership of common area to the Cardiff Glen Master Association. This can be achieved via a minor subdivision, or some other format, i.e. agreement.

9. No Certificates of Occupancy shall be issued on Lots 95 and 96 until all plans and materials for private improvements have been reviewed and approved by City staff, security is provided per approved engineer's estimate, method of securing private alternative improvements is approved by the City Attorney, and all alternative open space improvements are constructed. An amendment to the Cardiff Glen Subdivision Improvement Agreement shall be recorded to memorialize the requirements for private improvements prior to the construction of such improvements.

Section 3. The City Clerk is hereby directed to file for recording one (1) certified copy of this ordinance with the Garfield County Clerk and Recorder.

Section 4. Any and all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

INTRODUCED, READ ON FIRST READING, PASSED, AND ORDERED PUBLISHED BY TITLE ONLY THIS 3rd DAY OF September, 2015.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Michael Gamba, Mayor

Catherine Mythen

Catherine Mythen, City Clerk

THE CITY OF GLENWOOD SPRINGS SEAL COLORADO

INTRODUCED, READ ON SECOND READING, PASSED, AND ORDERED PUBLISHED BY TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND PUBLICATION, THIS 17th DAY OF September, 2015.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Michael Gamba, Mayor

Catherine Mythen

Catherine Mythen, City Clerk

THE CITY OF GLENWOOD SPRINGS SEAL COLORADO

Exhibit A

Common and Active Open Space Areas

Lot 95 – Common Open Space to be 19,246 sq. ft.
Active Open Space to be 17,302 sq. ft.

Lot 96 – Common Open Space to be 21,210 sq. ft.
Active Open Space to be 7,000 sq. ft.

Active Open Space Improvements Lot 95 and Grand River Park

Lot 95 - Improvements:

- Playground
- (3) Horseshoe Pits
- (1) Sand Volleyball Court
- (1) 10'x10' Gazebo with Picnic Table
- (4) On Street Parking Spaces
- (14) Off Street Community Parking Spaces
- Landscaping
- Hydroseeding
- Irrigation
- Concrete Sidewalks (2,200 SF)

Grand River Park - Improvements:

- (1) 20'x35' Pavilion w/ Picnic Tables & BBQ Grill
- (1) 16'x16' Pavilion w/ Picnic Tables & BBQ Grill
- (6) Park Benches
- Relocated Playground
- Concrete Sidewalk
- Crushed Granite Paths
- Cobble Planting Beds
- (4) On Street Parking Spaces
- Parking Removal (Existing diagonal parking spaces along the park perimeter to be adjusted to eliminate tandem parking.
- Landscaping
- Hydroseeding
- Irrigation

Lot 95 - 39,361 SF
19,246 SF Common Open Space
17,302 SF Active Open Space
Horseshoes
10'x10' Gazebo
Play Area
Active Open Space within Common Open Space
Volleyball
Community Parking
Parallel Parking
Common Open Space
LOT 95
LOT 98
Overflow Parking
Emergency Access
Overflow Parking
Lot 96 - 69,814 SF
21,210 SF Comon Open Space
7,000 SF Active Open Space
Play Area
Active Open Space within Common Open Space
LOT 96
Common Open Space
5 Units
4 Units
6 Units
4 Units
6 Units
4 Units
Parking
Common Open Space
Parking
Common Open Space
STOCTON ROAD
CULVER CIRCLE
(SINGLE FAMILY TOWNHOME) LOT 94
TRACT C
TRACT B
SHEPHERD'S LANE
CRAWFORD WAY
WINTERS LANE
MORGAN STREET
STOCTON ROAD
16'x16' Pavilion w/ Tables
New Location for Play Area
Existing Parking Shortened to Single Car
GRAND RIVER PARK
20'x34' Pavilion w/ BBQ Grills &Tables
Existing Play Area to be Relocated
4 New Parallel Spaces
Existing Parking Shortened to Single Car
CLARK STREET
TRACT I
LOT 97
Lots 95 and 96 Option B Open Space Area Calculations and Diagram
Cardiff Glen Grand River Park and Lots 95 & 96
Glenwood Springs, Colorado
0 30 60 90 150 210 270
north
Prepared August 27, 2015 by:
The Land Studio Inc.
385 River Bend Way
Glenwood Springs, CO 81601
landstudio2@ccmcast.net
(970) 927-3690
Option
B

EXHIBIT B

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SIXTH AMENDMENT TO CARDIFF GLEN SUBDIVISION IMPROVEMENTS AGREEMENT

This Sixth Amendment to the Cardiff Glen Subdivision Improvements Agreement ("Sixth Amendment") is entered into as of February 1, 2017 by and between CARDIFF 96, LLC, a Colorado limited liability company ("Developer") and the CITY OF GLENWOOD SPRINGS, COLORADO ("City").

A. The City and Developer are parties to that certain Cardiff Glen Subdivision Improvements Agreement dated June 22, 1999 and recorded June 24, 1999, Book 1136 and Page 905, and Reception No. 547817, in the records of the Clerk and Recorder of Garfield County, Colorado ("Original Subdivision Agreement"). The Original Subdivision Agreement was amended by the First Amendment to Cardiff Glen Subdivision Improvements Agreement dated April 5, 2001 and recorded April 6, 2001, Book 1243 at Page 502, and Reception No. 578838, in the records of the Clerk and Recorder of Garfield County, Colorado ("First Amendment"), further amended by the Second Amendment to Cardiff Glen Subdivision Improvements Agreement recorded December 4, 2003, Book 1544 at Page 507, and Reception No. 642296, in the records of the Clerk and Recorder of Garfield County, Colorado ("Second Amendment"), further amended by the Third Amendment to Cardiff Glen Subdivision Improvements Agreement recorded April 20, 2004, Book 1579 at Page 462, and Reception No. 650500, in the records of the Clerk and Recorder of Garfield County, Colorado ("Third Amendment"), further amended by the Fourth Amendment to the Cardiff Glen Subdivision Improvements Agreement recorded August 3, 2004, Book 1610 at Page 415, and Reception No. 657172, in the records of the Clerk and Recorder of Garfield County, Colorado ("Fourth Amendment"), and further amended by the Fifth Amendment to the Cardiff Glen Subdivision Improvements Agreement recorded September 2, 2005, Book 1723 at Page 412, and Reception No. 681592, in the records of the Clerk and Recorder of Garfield County, Colorado ("Fifth Amendment"). The Original Subdivision Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment, may also be referred to collectively as the "SIA".

B. On September 3, 2015, the City passed Ordinance No. 20 Series of 2015 (the "Ordinance") amending the Cardiff Glen Planned Unit Development. Among other things, the Ordinance described circumstances and conditions whereby the Developer would be required to construct certain improvements in the Planned Unit Development (the "Improvements") The Ordinance is incorporated herein by this reference.

C. Developer and the City now desire to further amend the SIA as described in this Sixth Amendment.

NOW THEREFORE, in consideration of the covenants, terms and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the SIA is amended as follows:

1. SIDEWALK AND PARKING IMPROVEMENTS. Developer shall construct and complete all improvements shown, depicted and described on the Plans for Construction of

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Cardiff Glen Grand River Park and Lot 95 Sidewalk and Parking Improvements dated September 1, 2016 attached hereto and incorporated by reference as Exhibit A.

2. LANDSCAPE IMPROVEMENTS. Developer shall construct and complete all improvements shown, depicted and described on the Cardiff Glen Grand River Park Landscape Plan dated April 19, 2016 attached hereto and incorporated by reference as Exhibit B.

3. OPEN SPACE IMPROVEMENTS. Developer shall construct and complete all improvements shown, depicted and described on the plan for Cardiff Glen Open Space Improvements attached hereto and incorporated by reference as Exhibit C.

4. COST AND COMPLETION OF IMPROVEMENTS. Improvements shall be constructed and paid for by the Developer in accordance with all relevant provisions of the Glenwood Springs Municipal Code, accompanying policies and Plans as depicted in Exhibits A, B, and C. Upon Developer's completion of Improvements, Developer's engineer shall certify in writing to the City that the Improvements have been completed in conformance with the Plans, and upon receipt the City will provide a copy of the certification to the appropriate Homeowner Association(s) in the Cardiff Glen Planned Unit Development, who shall have ten (10) business days thereafter to provide any comments to the City. The City shall inspect the improvements and determine their conformity or lack thereof to the Plans and Specifications, taking into account any comments received from the Association(s). Within twenty (20) business days after receipt of the Developer's certification, the City shall either approve the Improvements or send written notice requiring the Developer to make the necessary corrections to bring the Improvements into conformity to the Plans. If the City fails to respond within said time frame, the improvements shall be deemed approved. Once the Improvements are approved by the City, the Developer shall convey title to the Improvements to the appropriate Homeowner Association(s). Developer shall at his own expense have as-built drawings prepared by a professional engineer in conformance with, and in a format as required by, the Municipal Code.

5. SECURITY FOR COMPLETION OF IMPROVEMENTS. The Developer shall complete the Improvements prior to issuance of a building permit for the construction of any building in Lot 95 or Lot 96. If Developer requires a building permit for a building in either of those Lots prior to the completion of the improvements, Developer shall provide security to the City for the completion of the Improvements in a form that is acceptable to the City in accordance with the Municipal Code in the amount of the Improvements still to be completed. Exhibit D attached hereto and incorporated by reference shows the engineering cost estimates for the Improvements.

6. OWNERSHIP AND MAINTENANCE. Cardiff Glen Master Association, Cardiff Glen Residences Homeowners Association, Studio 3 Land Company, LLC and Village Homes of Colorado Inc. entered in to a Joint Use and Cost Sharing Agreement regarding certain ownership, maintenance and cost sharing of the improvements within the Cardiff Glen P.U.D., recorded April 20, 2004, as Reception No. 650496 (the "JUCSA"). On April 19, 2016, Cardiff Glen Master Association, Cardiff Glen Residences Homeowners Association, Cardiff Glen II Owners Association, Inc. and Cardiff 96, LLC entered in to a First Amendment to Joint Use and Cost Sharing Agreement regarding the Ordinance and the Improvements described herein,

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recorded December 22, 2016, as Reception No. 886890. Ownership of the Improvements and cost and maintenance obligations responsibilities for the Improvements once completed shall be in compliance with the JUCSA, as amended.

7. COUNTERPARTS. This Sixth Amendment may be executed in one or more counterparts which, when taken together, shall constitute but one and the same agreement.

8. MODIFICATION. Except as expressly modified herein no other terms and conditions of the SIA are intended to be affected by this Sixth Amendment.

9. AUTHORITY. Each person signing this agreement represents and warrants that said person is fully authorized to enter into and execute this Sixth Amendment and to bind the party it represents to the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have signed this Sixth Amendment to be effective upon the date on which the last of the parties signs below.

CITY OF GLENWOOD SPRINGS, COLORADO

By: _____
Michael Gamba, Mayor

Attest:

By: Catherine Mythen Fletcher
Catherine Mythen, City Clerk

CARDIFF 96, LLC

By: Eric Fisher Manager
Eric Fisher, Manager

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this 1st day of February, 2017 by Michael Gamba, Mayor of the City of Glenwood Springs, Colorado.

WITNESS my hand and official seal.
My commission expires: 2/27/2020

MARY LOU HAFLINGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20044007023
My Commission Expires February 27, 2020

Mary Lou Haflinger
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

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The foregoing instrument was acknowledged before me this 17 day of Jan, 2017 by Eric Fisher as Manager of Cardiff 96, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.
My commission expires: 1/21/18

Notary Public

MARIA VERONICA VARGAS
Notary Public
State of Colorado
Notary ID 20014021313
My Commission Expires Jan 21, 2018

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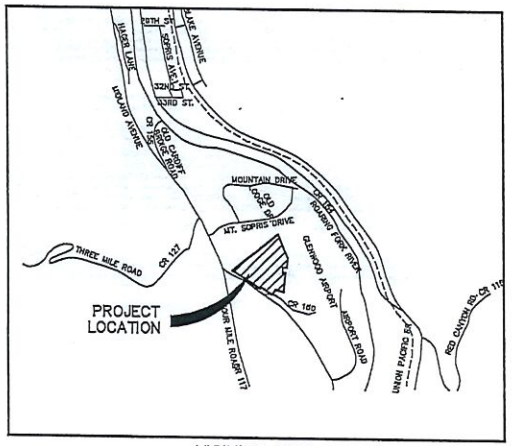
ASPEN BUILT HOMES

PLANS FOR
CONSTRUCTION
OF

CARDIFF GLEN GRAND RIVER PARK AND LOT 95 SIDEWALK AND PARKING IMPROVEMENTS

SEPTEMBER 1, 2016



VICINITY MAP

NO.	TITLE
C1	COVER SHEET
C2	GENERAL NOTES
C3	GRAND RIVER PARK GRADING DRAINAGE & EROSION CONTROL PLAN (20 SCALE)
C4	GRAND RIVER PARK GRADING DRAINAGE & EROSION CONTROL PLAN (SOUTH PORTION 10 SCALE)
C5	GRAND RIVER PARK GRADING DRAINAGE & EROSION CONTROL PLAN (NORTH PORTION 10 SCALE)
C6	LOT 95 GRADING DRAINAGE & EROSION CONTROL PLAN (20 SCALE)
C7	LOT 95 GRADING DRAINAGE & EROSION CONTROL PLAN (SOUTH PORTION 10 SCALE)
C8	LOT 95 GRADING DRAINAGE & EROSION CONTROL PLAN (NORTH PORTION 10 SCALE)
C9	SIDEWALK AND PARKING ACCESS/LOT PROFILES
C10	TYPICAL SECTIONS & DRAINAGE AND EROSION CONTROL DETAILS

PINNACLE DESIGN CONSULTING GROUP, INC.
CONSULTING ENGINEERS • 805 BUCK POINT ROAD
CARBONDALE, CO • (970) 963-2170

JOB NO. 9016.06

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BENCHMARK AND SURVEY CONTROL

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING OF BOTH HORIZONTAL AND VERTICAL LAYOUT ON THIS PROJECT. A CAD DRAWING WILL BE PROVIDED TO CONTRACTOR TO ESTABLISH HORIZONTAL AND VERTICAL CONTROL FOR CONSTRUCTION OF THE PROJECT IMPROVEMENTS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL COORDINATE WITH THE PROJECT ENGINEER FOR INTERPRETATION AND INFORMATION IN STAKING OF THE PROJECT FOR CONSTRUCTION AS MAY BE NECESSARY.

2. PRIOR TO PROJECT COMPLETION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY PROPERTY MONUMENTATION DISTURBED OR REMOVED BY CONSTRUCTION OPERATIONS. THIS WORK SHALL BE PERFORMED BY A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO. PROPERTY CORNERS WHICH FALL WITHIN NEW CONCRETE FLATWORK SHALL BE DURABLE AND SET FLUSH. THIS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.

EARTHWORK

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LEGAL DISPOSAL OF ANY EXCESS SOIL, DEBRIS AND WASTE MATERIAL OFF OF THE PROJECT SITE.

2. ANY MATERIAL NOT SUITABLE FOR BACKFILL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF, BY AND AT THE EXPENSE OF THE CONTRACTOR.

NPDES DRAINAGE WATER QUALITY NOTES:

1. THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL REMOVE ALL SEDIMENTS, MUD, AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOW LINES AND PUBLIC RIGHTS-OF-WAY AS A RESULT OF THIS CONSTRUCTION PROJECT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER.

2. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE TO THE STORM SEWER INLETS IS PROHIBITED.

3. THE CONTRACTOR SHALL PROTECT ALL STORM SEWER FACILITIES ADJACENT TO ANY LOCATION WHERE PAVEMENT CUTTING OPERATION, INVOLVING WHEEL CUTTING, SAW CUTTING OR ABRASIVE WATER JUST CUTTING ARE TO TAKE PLACE. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL WASTE PRODUCTS GENERATED BY SAID CUTTING OPERATIONS ON A DAILY BASIS. THE DISCHARGE OF ANY WATER CONTAMINATED BY WASTE PRODUCTS FROM CUTTING OPERATIONS TO THE STORM SEWER IS PROHIBITED.

4. THE CONTRACTOR MUST KEEP ALL POLLUTANTS, INCLUDING TRENCH BACKFILL MATERIAL FROM WASHING INTO THE STORM SEWER SYSTEM.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A STORM WATER MANAGEMENT PLAN PERMIT IF THE PROJECT MEETS MINIMUM REQUIREMENTS FOR A PERMIT.

UTILITY GENERAL NOTES:

1. ANY CONTRACTOR-CAUSED DAMAGE TO UTILITY AND/OR SERVICE LINES SHOWN OR NOT SHOWN ON THE PLANS, SHALL BE REPAIRED OR REPLACED AT NO COST TO THE CITY OF GLENWOOD SPRINGS OR THE RESIDENTS OF CARDIFF GLEN, AND AND SHALL BE ACCOMPLISHED BY THE CONTRACTOR, SUBCONTRACTOR OR AS APPROVED BY THE CITY ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY COMPANIES PRIOR TO COMMENCING WORK IN THE PROJECT AREA. LIKEWISE, THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING HIS WORK AND THAT OF THE INVOLVED UTILITIES IN THE PROJECT AREA.

2. UNDERGROUND UTILITY LINES HAVE NOT BEEN SHOWN SHOWN ON THE PLANS, HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION AND PROTECTION OF ALL UTILITIES IN PLACE.

3. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811 TWO BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION OR GRADING.

4. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL UTILITY AND STRUCTURES AFFECTED BY THE WORK AND ANY DAMAGE SHALL BE REPAIRED AND RESTORED TO THE SATISFACTION OF THE CITY OF GLENWOOD SPRINGS AND THE ASSOCIATED UTILITY SERVICE PROVIDERS. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL UTILITY RELOCATIONS AS NECESSARY.

GENERAL CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL LABOR, MATERIAL, EQUIPMENT AND INCIDENTAL ITEMS NEEDED TO PROVIDE ADEQUATE CONSTRUCTION SIGNING, BARRICADES, TRAFFIC CONTROL DEVICES AND OTHER RELATED ITEMS FOR THE PROJECT AREAS, DURING THE CONSTRUCTION PERIOD.

2. ALL SIDEWALK AND PAVED DRIVEWAY REMOVALS SHALL BE BOUNDED BY JOINTS OR SAWCUTS. SAWCUTTING IS TO BE CONSIDERED AN INCIDENTAL ITEM AND THE COST OF THIS ITEM IS TO BE INCLUDED IN OTHER PAY ITEMS.

3. THE CONTRACTOR SHALL TAKE SPECIAL CARE NOT TO DAMAGE TREES AND SHRUBS UNLESS SO DIRECTED BY THE PROJECT ENGINEER.

4. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO THE START OF WORK.

5. ANY SURPLUS EXCAVATION TO INCLUDE BUT NOT LIMITED TO THE REMOVAL OF LANDSCAPING FOR SIDEWALK INSTALLATION SHALL BECOME THE PROPERTY OF THE CONTRACTOR, AND DISPOSAL SHALL BE THE CONTRACTOR'S RESPONSIBILITY AT NO ADDITIONAL COST.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SURVEYING AND CONSTRUCTION STAKING FOR THE PROJECT. ALL GRADING AND SURFACING SHALL BE IN ACCORDANCE WITH THE PLAN SHEETS.

7. THE CONTRACTOR SHALL REMOVE AND STOCKPILE ALL SALVAGED TOPSOIL TO BE USED LATER AS BACKFILL BEHIND CURBS AND DRIVES OR IN THE RESTORATION OF DISTURBED AREAS. THIS WORK IS TO BE CONSIDERED AN INCIDENTAL ITEM AND THE COST OF THIS ITEM IS TO BE INCLUDED IN OTHER PAY ITEMS.

8. THE CONTRACTOR SHALL LEVEL ALL DISTURBED AREAS WITH TOPSOIL AND HAND-RAKE TO A UNIFORM APPEARANCE. THE AREA SHALL BE SEEDED WITH PROTECTIVE STRAW MAT COVER DURING WINTER MONTHS, SODDED, OR SEEDED IN A FASHION THAT PREVENTS THE EFFECTS OF EROSION.

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH CDOT AND THE CITY OF GLENWOOD MUNICIPAL CODE, ENGINEERING DEPARTMENT, GENERAL PROVISIONS, SPECIAL PROVISIONS, ENGINEERING SPECIFICATIONS, REVISIONS TO STANDARD SPECIFICATIONS AND SUPPLEMENTAL SPECIFICATIONS, CDOT STANDARD SPECIFICATIONS, LATEST REVISION.

2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS AND REGULATIONS AS SET FORTH BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.).

3. NO FIELD CHANGES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.

4. SUBMITTALS SHALL BE MADE FOR ALL MATERIALS TO BE INCORPORATED INTO THE PROJECT.

5. THE CONTRACTOR SHALL OBTAIN AN APPROVED TRAFFIC CONTROL PLAN PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.

6. STORAGE IS NOT ALLOWED IN THE PUBLIC ROW.

7. ALL CONSTRUCTION IS TO INCLUDE COMPACTION AND FINISH GRADING IN THE UNIT PRICE RELATED WORK ITEM.

8. ALL WORK SHALL BE DONE TO THE LINES, GRADES, SECTIONS, AND ELEVATIONS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER.

9. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF GLENWOOD'S SPRINGS AND THE ENGINEER.

10. THE ENGINEER SHALL BE NOTIFIED WITHIN 48 HOUR PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

11. DIMENSIONS AND RADII ARE SHOWN TO THE FLOW LINE OF CURB UNLESS OTHERWISE NOTED.

12. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND/OR TOES OF SLOPE AS SHOWN ON THE PLANS. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITIONS BY THE CONTRACTOR AT HIS/HER OWN EXPENSES.

13. THE CONTRACTOR SHALL NOT REMOVE AND SHALL PROTECT FROM DAMAGE ALL TREES, BUSHES, AND EXISTING IMPROVEMENTS INSIDE AND OUTSIDE THE LIMITS OF WORK, SPECIFIC PROVISIONS ARE SHOWN ON THE PLANS.

14. NO TREES SHALL BE REMOVED OR TRIMMED WITHOUT PRIOR ACKNOWLEDGEMENT OF THE PROPERTY OWNER AND/OR PROJECT ENGINEER OR LANDSCAPE ARCHITECT.

15. THE CONTRACTOR SHALL PROTECT THE EXISTING DRAINAGE STRUCTURES AND REROUTE ANY RUNOFF AS NECESSARY DURING CONSTRUCTION ACTIVITIES TO PREVENT EROSION AND DAMAGE.

16. THE CONTRACTOR SHALL PROVIDE SAFE PEDESTRIAN ACCESS AT ALL TIMES DURING THE PROJECT.

17. THE CONTRACTOR SHALL CLOSELY MONITOR ACCESS FOR HEAVY CONSTRUCTION EQUIPMENT THROUGH THE PROJECT.

18. WHERE PAVEMENT IS TO ABUT EXISTING PAVEMENT, THE EXISTING PAVEMENT SHALL BE REMOVED TO A NEAT VERTICAL LINE BY FULL DEPTH SAWING. SAWING WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCIDENTAL TO "REMOVAL OF ASPHALT PAVEMENT". THE CONTRACTOR WILL BE REQUIRED TO PAINT THE EDGE OF THE CUT PAVEMENT WITH DILUTED EMULSIFIED ASPHALT (SLOW SETTING) PRIOR TO PAVING OPERATIONS. VERTICAL EDGES SHALL NOT REMAIN OVERNIGHT. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF ONE PART EMULSIFIED ASPHALT AND ONE PART WATER.

19. WATER SHALL BE USED AS A DUST PALLIATIVE WHERE REQUIRED. LOCATIONS SHALL BE AS ORDERED. THE COST OF WATER SHALL BE INCIDENTAL TO OTHER BID ITEMS.

20. THE PHYSICAL FEATURES REQUIRING REMOVAL OR OBLITERATION WITHIN THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE DISPOSED OF OFF-SITE.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING ANY MONUMENT, RANGE POINTS, TIES, BENCHMARKS AND/OR SURVEY CONTROL POINTS WHICH MAY BE DISTRIBUTED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A REGISTERED PROFESSIONAL LAND SURVEYOR AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO.

22. THE CONTRACTOR SHALL HAVE A COPY OF ALL APPLICABLE STANDARDS ON SITE FOR THE DURATION OF THE PROJECT WITH APPROPRIATE MONUMENTATION AS MAY BE NECESSARY SET BY A REGISTERED PROFESSIONAL LAND SURVEYOR.

23. THE CONTRACTOR SHALL NOT STOCKPILE MATERIAL WITHIN 10 FEET OF THE EDGE OF THE TRAVELED WAY.

24. ANY LAYER OF BITUMINOUS PAVEMENT THAT IS TO HAVE SUCCEEDING LAYER PLACED THEREON SHALL BE COMPLETED FULL WIDTH BEFORE SUCCEEDING LAYER IS PLACED.

25. BEFORE PLACEMENT OF THE TACK COAT, THE CONTRACTOR SHALL CLEAN THE PRESENT ROADWAY AS DIRECTED. CLEANING WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE PROJECT.

26. A TACK COAT OF EMULSIFIED ASPHALT (SLOW SETTING) IS TO BE APPLIED BETWEEN PAVEMENT COURSES TO IMPROVE BOND. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF 1 PART EMULSIFIED ASPHALT AND 1 PART WATER.

27. STORM INLET STATIONING AND ELEVATION REFERENCE CENTER OF BOX. STORM MANHOLE STATIONING REFERENCE CENTER OF MANHOLE.

28. THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN TEMPORARY TRAFFIC CONTROL DEVICES NECESSARY THROUGHOUT THE DURATION OF CONSTRUCTION.

29. ANY DISCREPANCY WITHIN THESE PLANS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OF THE ENGINEER AND WORK SHALL STOP UNTIL THE DISCREPANCY IS DISCUSSED AND DECISIONS/AGREEMENTS HAVE BEEN MADE.

30. ANY DISCREPANCY WITHIN THESE PLANS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OF THE ENGINEER AND WORK SHALL STOP UNTIL THE DISCREPANCY IS DISCUSSED AND DECISIONS/AGREEMENTS HAVE BEEN MADE.

31. PARKING SHOULD BE CONSTRUCTED BY WHOMEVER COMPLETES THE OPEN SPACE IMPROVEMENTS AND SHALL FOLLOW ADA GUIDELINES.

32. ALL PARKING IS REQUIRED TO FOLLOW ADA GUIDELINES. ACCESSIBLE PARKING AND

33. ADA LANDING REST/AREAS ARE TO BE NO GREATER THAN A 2% SLOPE IN ANY DIRECTION.

34. EROSION CONTROL PLANNING SHOULD BE INCLUSIVE OF ALL EROSION CONTROL MEASURES; INCLUDING, BUT NOT LIMITED TO, CONTROLLED ENTRANCE/EXIT LOCATIONS, VEHICLE TRACKING CONTROL, CONCRETE WASHOUT, EROSION CONTROL BLANKETS, SEEDING/MULCHING, ETC. A PERMIT WILL BE REQUIRED THROUGH THE COGHE FOR STORMWATER DISCHARGES RELATED TO CONSTRUCTION ACTIVITIES FOR A TOTAL DISTURBANCE GREATER THAN ONE (1) ACRE. THE APPROVED SWMP SHALL BE SUBMITTED TO THE CITY OF GLENWOOD SPRINGS.

35. PRIOR TO CONSTRUCTION, A FINAL SIGNAGE AND STRIPING PLAN SHALL BE PROVIDED TO THE TOWN ON GLENWOOD SPRINGS.

36. CONTRACTOR SHALL VERIFY THAT ALL ADA LANDING/REST AREAS ARE NO STEEPER THAN A 2% GRADE IN ALL DIRECTIONS.

SPECIAL PROJECT NOTES:

1. SEE PROJECT PROFILES ON SHEET C3 FOR ALL PROPOSED SIDEWALK AREA AND NEW PARKING/ACCESS DRIVE AND CONSTRUCTION/EROSION CONTROL DETAILS ON SHEET C10.

2. THE ELEVATION CONTOURS SHOWN HEREON WERE BASED ON A GPS SURVEY IN APRIL 2016. ADDITIONAL CURB FLOW LINE SPOT ELEVATIONS WERE SURVEYED VIA CONVENTIONAL MEANS IN MAY 2016.

3. THE TRACKING ON MUD ONTO LOCAL STREETS SHALL NOT BE PERMITTED.

4. SEE LANDSCAPE PLANS FOR SPECIFIC REVEGETATION, PLANTING, SIGNAGE, AND STRIPING REQUIREMENTS.

5. PROJECT BENCHMARKS ARE LOCATED AT CENTER OF THE FOLLOWING INTERSECTIONS: CRAWFORD WAY/STOCKTON LANE & STOCKTON LANE/SHEPHERD'S LANE.

THE FOLLOWING WILL BE A CONDITION OF APPROVAL PRIOR TO OBTAINING A BUILDING PERMIT:

1. PARKING AND SIDEWALK DESIGN WILL FOLLOW ADA STANDARDS. THIS INCLUDES ADA RAMP LOCATIONS AND DESIGN.
2. A FINAL SIGNAGE AND STRIPING PLAN SHALL BE PROVIDED.
3. A COMPREHENSIVE SWMP SHALL BE PROVIDED.

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS • 0805 BUCK POINT ROAD CARBONDALE, CO 81623 • (970) 963-2178	

REVISION	DATE	DESCRIPTION	BY	CHD
1	7-21-16	REVISED TO RESPOND CITY OF GLENWOOD SPRINGS COMMENTS	H.E.B.	H.E.B.
2	7-29-16	ADDED BUILDING PERMIT CONDITION NOTES	H.E.B.	H.E.B.
3	8-12-16	AGGRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.
4	9-01-16	AGGRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.

ASPEN BUILT HOMES — GLENWOOD SPRINGS, COLORADO

CARDIFF GLENN GRAND RIVER PARK AND LOT 95
SIDEWALK AND PARKING IMPROVEMENTS
GENERAL NOTES

SCALE: N.T.S.	JOB NO: 2015.05	DATE: 9-01-16
SHEET NO: C2		

Reception#: 888526
02/03/2017 10:40:52 AM Jean Alberico
7 of 32 Rec Fee:$168.00 Doc Fee:0.00 GARFIELD COUNTY CO

EXHIBIT A

Reception#: 888526
02/03/2017 10:40:52 AM Jean Alberico
8 of 32 Rec Fee:$168.00 Doc Fee:0.00 GARFIELD COUNTY CO

EXHIBIT A

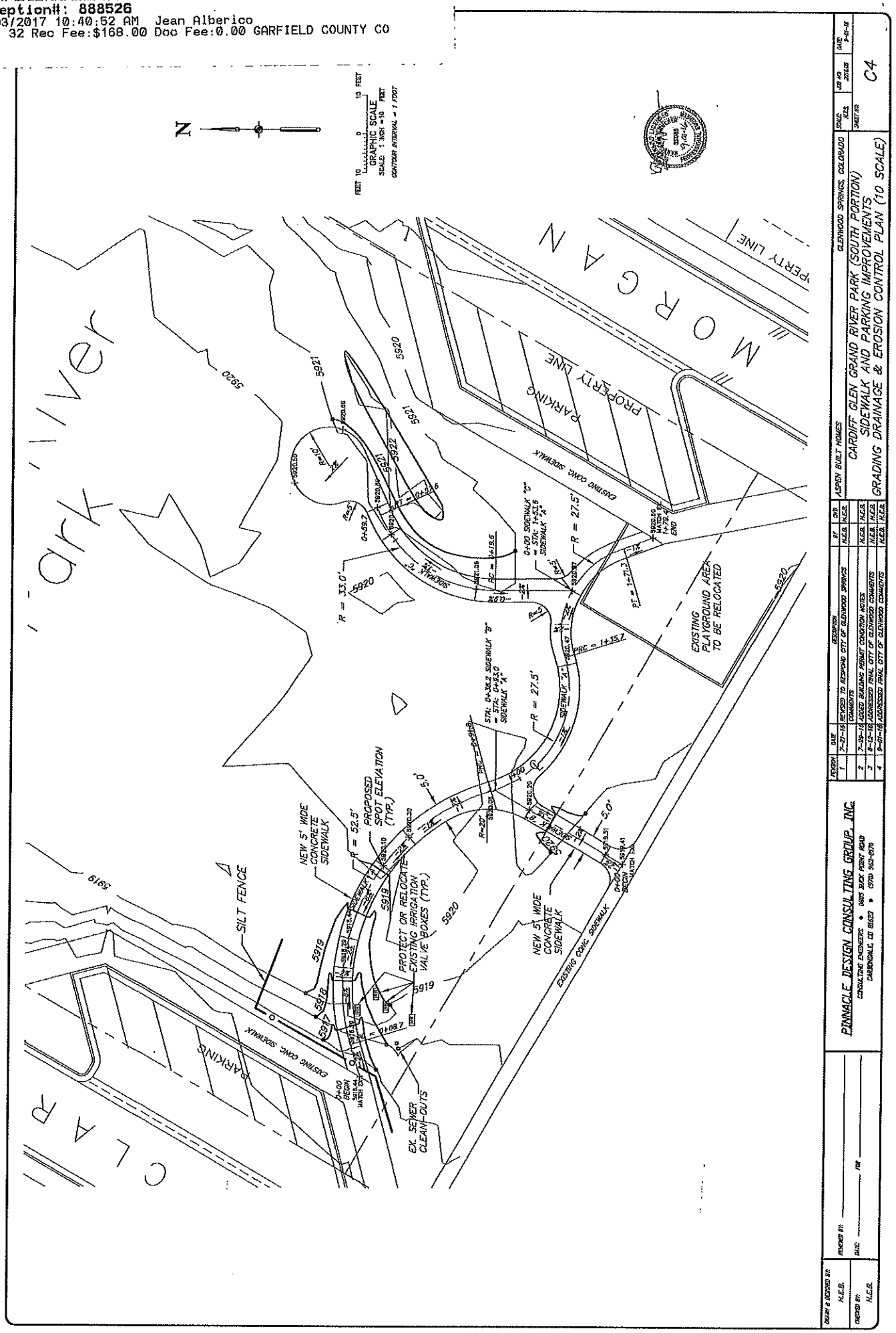
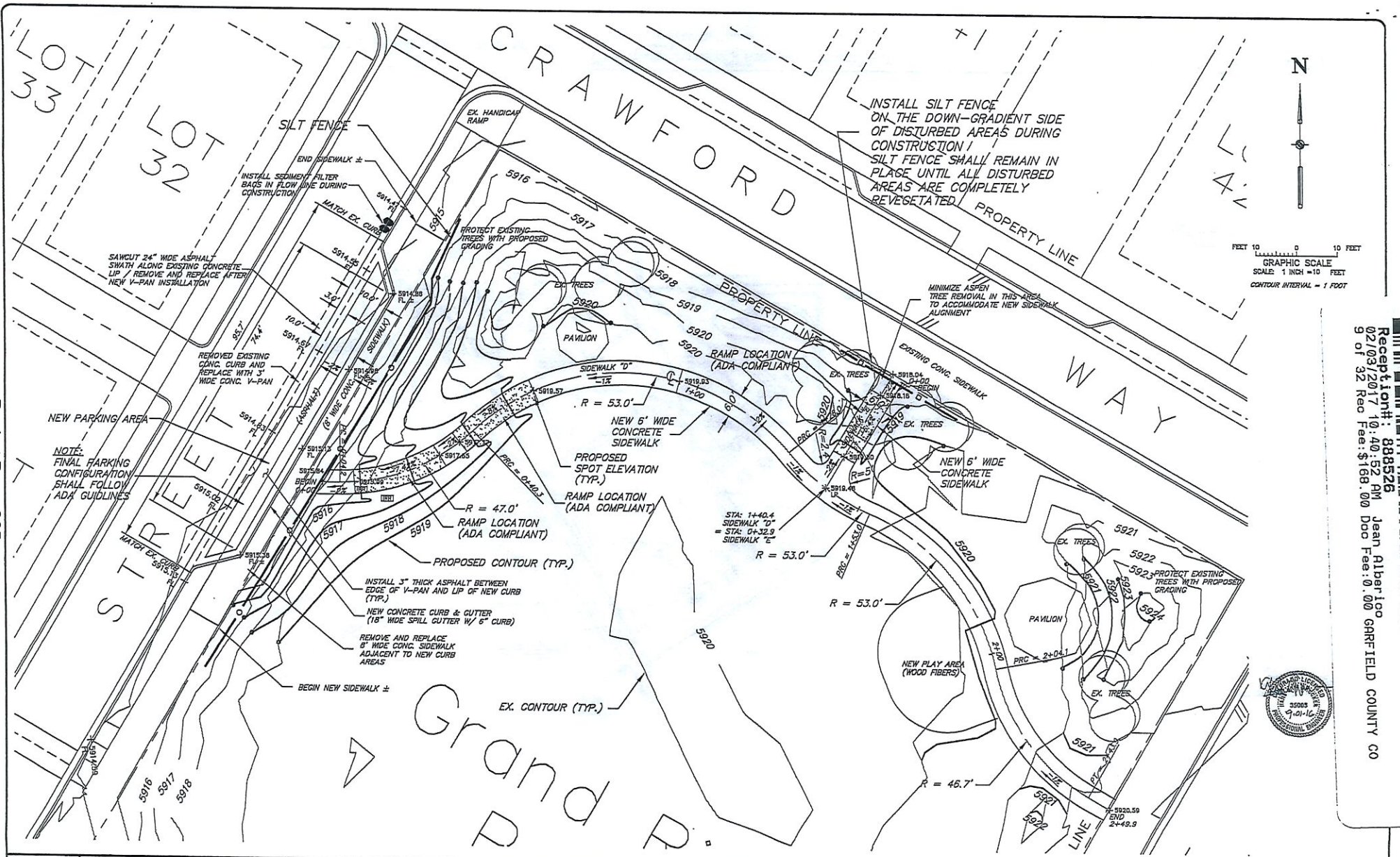


EXHIBIT A



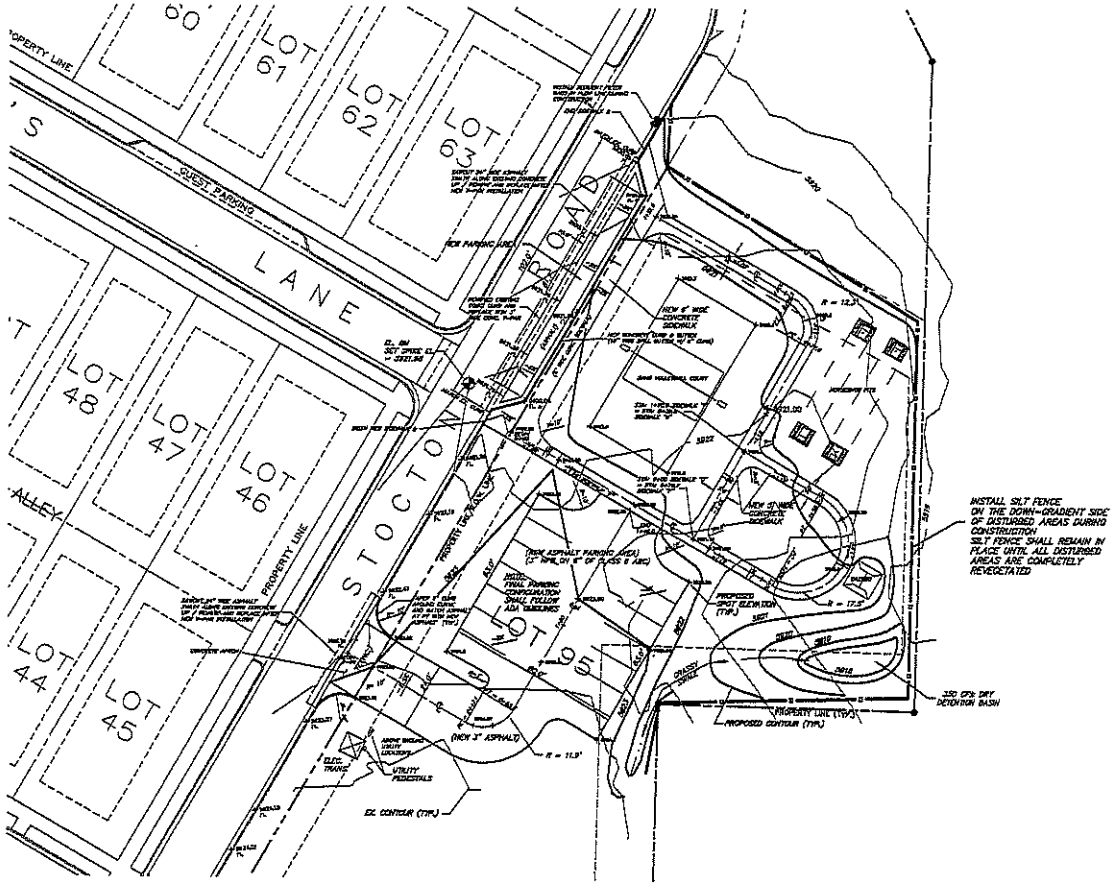
Reception#: 888526
02/03/2017 10:40:52 AM
9 of 32 Rec Fee:$168.00 Jean Alberico
Doc Fee:0.00 GARFIELD COUNTY CO

DRAWN & DESIGNED BY: H.E.B.	REVISED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	ASPEN BUILT HOMES — GLENWOOD SPRINGS, COLORADO
CHECKED BY: H.E.B.	DATE: — FOR:	CONSULTING ENGINEERS • 0605 BUCK POINT ROAD CARBONDALE, CO 81623 • (970) 963-2170	CARDIFF GLEN GRAND RIVER PARK (NORTH PORTION) SIDEWALK AND PARKING IMPROVEMENTS GRADING DRAINAGE & EROSION CONTROL PLAN (10 SCALE)

REVISION	DATE	DESCRIPTION	BY	CHD
1	7-21-16	REVISED TO RESPOND CITY OF GLENWOOD SPRINGS COMMENTS	H.E.B.	H.E.B.
2	7-29-16	ADDED BUILDING PERMIT CONDITION NOTES	H.E.B.	H.E.B.
3	8-12-16	ADDRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.
4	9-01-16	ADDRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.

SCALE: H.E.S.	JOB NO: 2016.08	DATED: 9-01-16
SHEET NO: C5		

EXHIBIT A



N

FEET 20 0 20 FEET

GRAPHIC SCALE
SCALE: 1 INCH =20 FEET

CONTOUR INTERVAL = 1 FOOT

Reception#: 888526
02/03/2017 10:40:52 AM Jean Alberico
10 of 32 Rec Fee:$168.00 Doc Fee:0.00 GARFIELD COUNTY CO

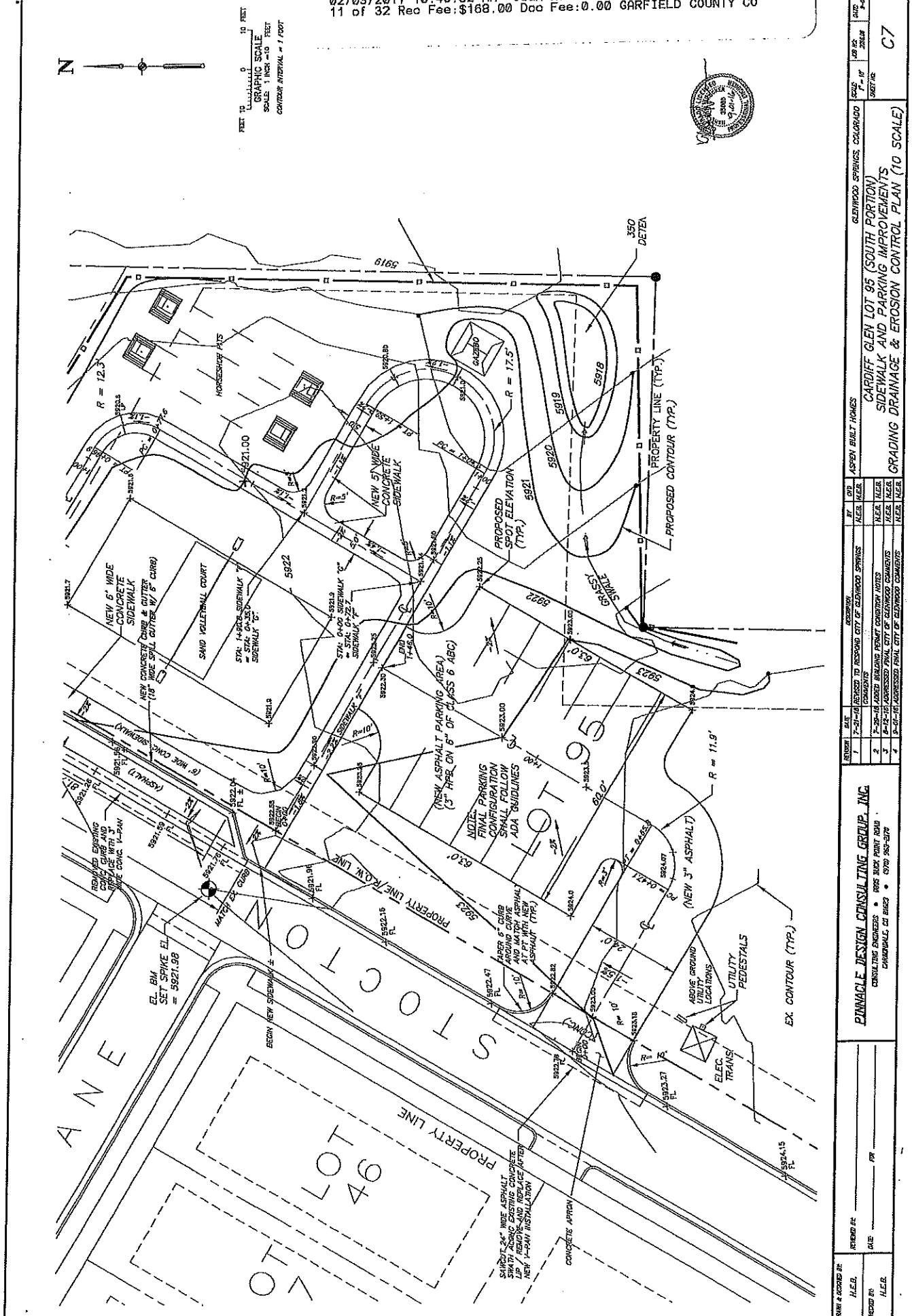
DRAWN & DESIGNED BY: H.E.B.	REVISED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	ASPEN BUILT HOMES — GLENWOOD SPRINGS, COLORADO
CHECKED BY: H.E.B.	DATE: FOR:	CONSULTING ENGINEERS • 0805 BUCK POINT ROAD CARBONDALE, CO 81623 • (970) 963-2170	CARDIFF GLEN LOT 95 SIDEWALK AND PARKING IMPROVEMENTS (20 SCALE) GRADING DRAINAGE & EROSION CONTROL PLAN

REVISION	DATE	DESCRIPTION	BY	CHD
1	7-21-16	REVISED TO RESPOND CITY OF GLENWOOD SPRINGS COMMENTS	H.E.B.	H.E.B.
2	7-29-16	ADDED BUILDING PERMIT CONDITION NOTES	H.E.B.	H.E.B.
3	8-12-16	ADDRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.
4	9-01-16	ADDRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.

SCALE: 1" = 20' | JOB NO: 2016.05 | DATE: 9-01-16 | SHEET NO: C6

Reception#: 888526
02/03/2017 10:40:52 AM Jean Alberico
11 of 32 Rec Fee:$168.00 Doc Fee:0.00 GARFIELD COUNTY CO

EXHIBIT A



REVISION	DATE	DESCRIPTION	BY	CHD
1	7-21-16	REVISED TO RESPOND CITY OF GLENWOOD SPRINGS COMMENTS	H.E.B.	H.E.B.
2	7-26-16	ADDED BUILDING PERMIT CONDITION NOTES	H.E.B.	H.E.B.
3	8-12-16	ADDRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.
4	9-01-16	ADDRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.

PINNACLE DESIGN CONSULTING GROUP, INC.
CONSULTING ENGINEERS • 1005 BUCK POINT ROAD • (970) 963-2179
CARBONDALE, CO 81623

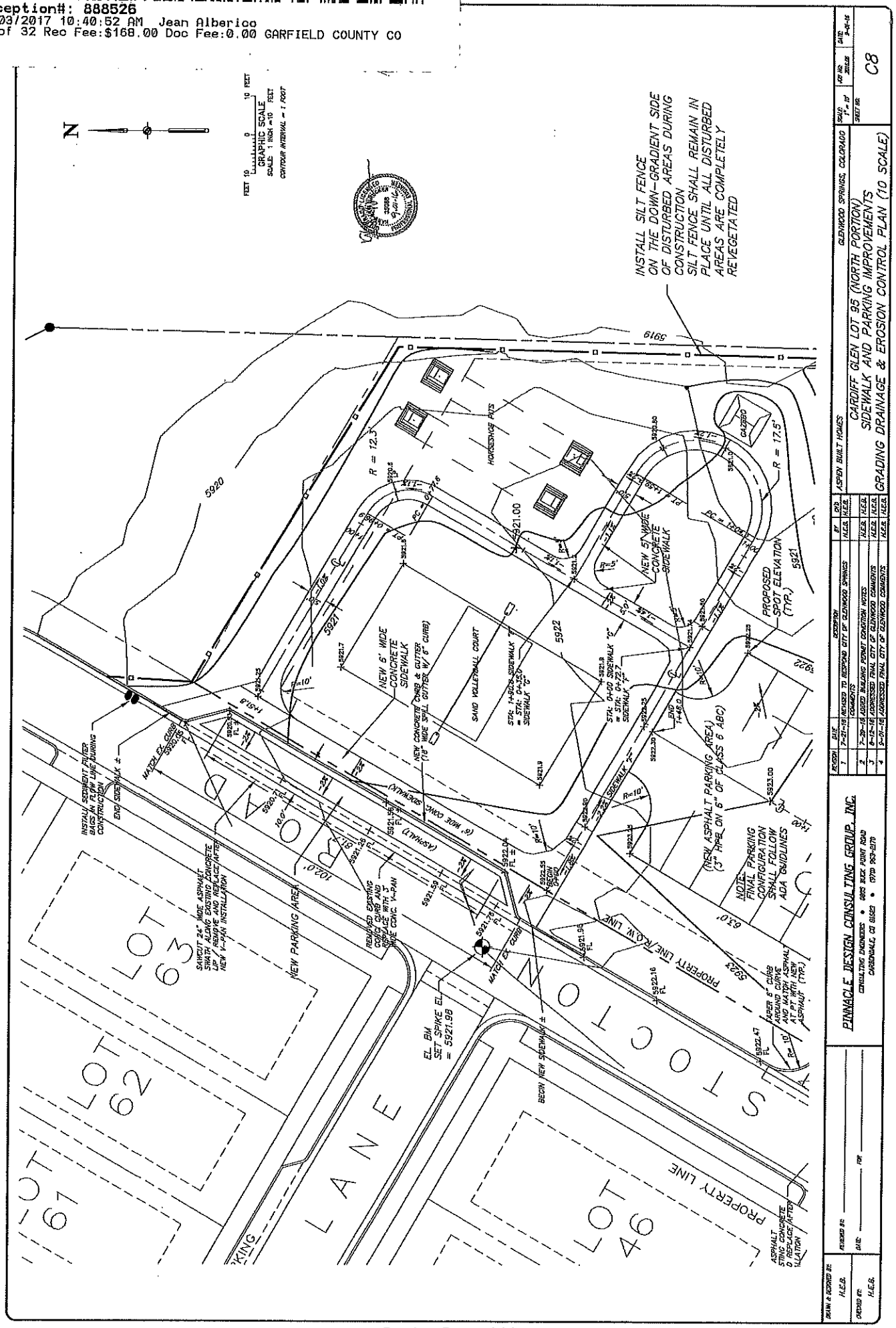
DRAWN & RECORDED BY: H.E.B.
CHECKED BY: H.E.B.
REVIEWED BY: _____ PE
DATE: _____

ASPEN BUILT HOMES
GLENWOOD SPRINGS, COLORADO
CARDIFF GLEN LOT 95 (SOUTH PORTION)
SIDEWALK AND PARKING IMPROVEMENTS
GRADING DRAINAGE & EROSION CONTROL PLAN (10 SCALE)

SCALE: 1" = 10' | JOB NO. 2016.08 | DATE: 9-01-16
SHEET NO. C7

Reception#: 888526
02/03/2017 10:40:52 AM Jean Alberico
12 of 32 Rec Fee:$168.00 Doc Fee:0.00 GARFIELD COUNTY CO

EXHIBIT A



REVISION	DATE	DESCRIPTION	BY	CHD
1	7-21-15	REVISED TO RESPOND CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.
2	7-28-15	ADDED BUILDING PERMIT CONDITION NOTES	H.E.B.	H.E.B.
3	8-14-15	ADDRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.
4	9-01-15	ADDRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.

ASPEN BUILT HOMES

GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN LOT 95 (NORTH PORTION)
SIDEWALK AND PARKING IMPROVEMENTS
GRADING DRAINAGE & EROSION CONTROL PLAN (10 SCALE)

SCALE: 1" = 10'

JOB NO. 2015.08

DATE: 9-04-15

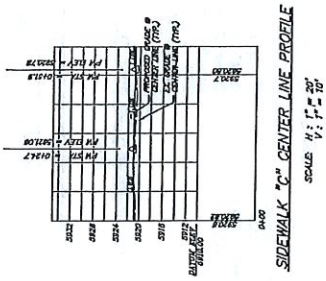
SHEET NO. C8

PINNACLE DESIGN CONSULTING GROUP, INC.
CONSULTING ENGINEERS • 0065 ROCK POINT ROAD
CARBONDALE, CO 81623 • (970) 963-2370

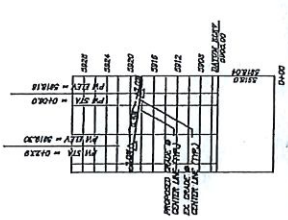
DRAWN & BOARDED BY: H.E.B.
REVISED BY: _____
DATE: _____
CHECKED BY: H.E.B.
FBT: _____

Reception#: 888526
02/03/2017 10:40:52 AM Jean Alberico
13 of 32 Rec Fee:$168.00 Doc Fee:0.00 GARFIELD COUNTY CO

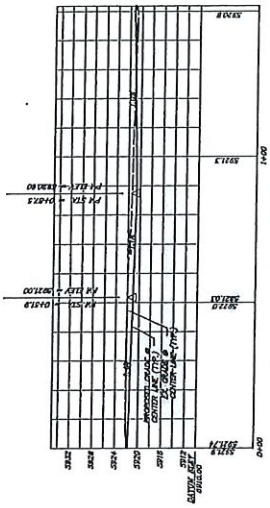
EXHIBIT A



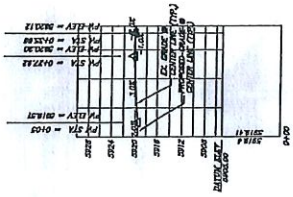
SIDEWALK "C" CENTER LINE PROFILE
SCALE: H: 1" = 20'
V: 1" = 10'



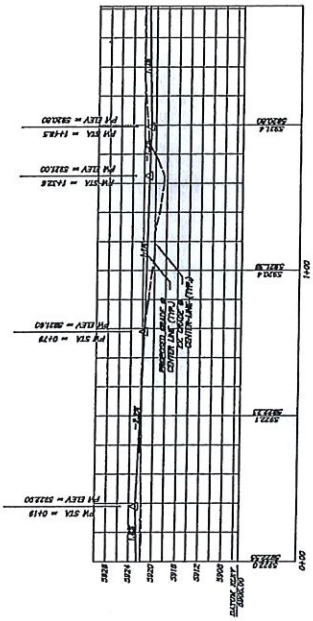
SIDEWALK "E" CENTER LINE PROFILE
SCALE: H: 1" = 20'
V: 1" = 10'



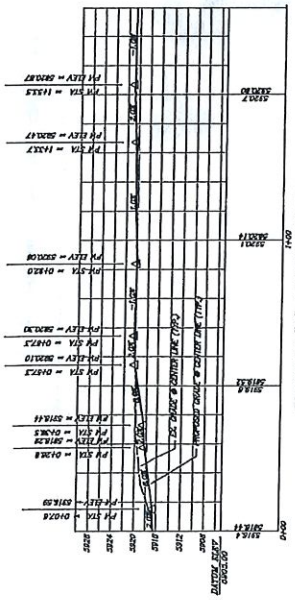
SIDEWALK "G" CENTER LINE PROFILE
SCALE: H: 1" = 20'
V: 1" = 10'



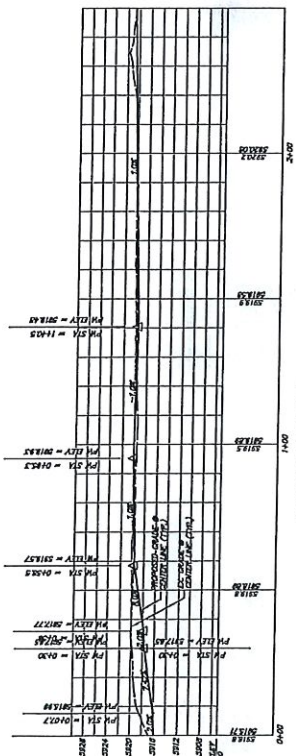
SIDEWALK "B" CENTER LINE PROFILE
SCALE: H: 1" = 20'
V: 1" = 10'



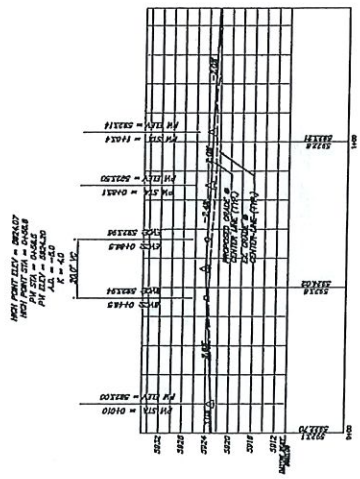
SIDEWALK "F" CENTER LINE PROFILE
SCALE: H: 1" = 20'
V: 1" = 10'



SIDEWALK "A" CENTER LINE PROFILE
SCALE: H: 1" = 20'
V: 1" = 10'



SIDEWALK "D" CENTER LINE PROFILE
SCALE: H: 1" = 20'
V: 1" = 10'



PARKING ACCESS AND PARKING LOT CENTER LINE PROFILE
SCALE: H: 1" = 20'
V: 1" = 10'

REVISION	DATE	DESCRIPTION	BY	CHD
1	7-21-16	REVISED TO RESPOND CITY OF GLENWOOD SPRINGS COMMENTS	H.E.B.	H.E.B.
2	7-26-16	ADDED BUILDING PERMIT CONDITION NOTES	H.E.B.	H.E.B.
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4	9-01-16	ADDRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.

ASPEN BUILT HOMES

GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN GRAND RIVER PARK AND LOT 95
SIDEWALK AND PARKING ACCESS/LOT PROFILES

SCALE: Horiz: 1" = 20'
Vert: 1" = 10'

DATE: 9-01-16

Project No: 2016.06

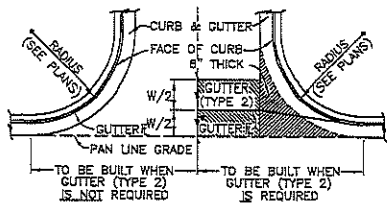
SHEET NO: C9

PINNACLE DESIGN CONSULTING GROUP, INC.
CONSULTING ENGINEERS • 0895 BUCK POINT ROAD
CARBONDALE, CO 81623 • (970) 963-2870

DRAWN BY: H.E.B.
DESIGNED BY: H.E.B.
REVIEWED BY: _____
DATE: _____
FOR: _____

Reception#: 888526
02/03/2017 10:40:52 AM Jean Alberico
14 of 32 Rec Fee:$168.00 Doc Fee:0.00 GARFIELD COUNTY CO

Packet Page 270

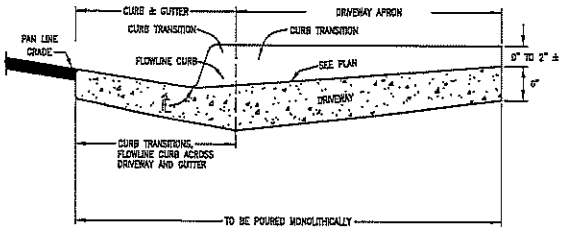


▒ THIS AREA SHALL BE POURED MONOLITHICALLY WITH CURB AND GUTTER AND PAID FOR AS "CONCRETE PAVEMENT."

*FLOW LINE LOCATION WILL BE ESTABLISHED BY W/2 SHOWN ON PLANS.

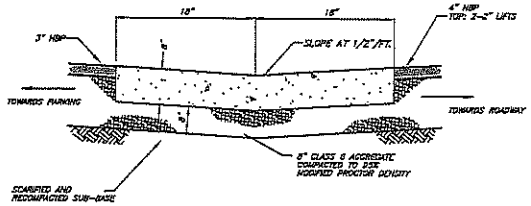
*VALLEY PAN TO SLOPE TO (FLOWLINE AT 1"/FT. (DEPRESS 2" AT INTERSECTIONS).

CONSTRUCTION OF CONCRETE GUTTERS AT INTERSECTION



ACCESS DRIVE CURB–CUT SECTION
N.T.S.

CONSTRUCT ON 6" OF CLASS 6 AGGREGATE BASE COURSE COMPACTED TO 95% OF MODIFIED PROCTOR DENSITY



TYPICAL VALLEY PAN SECTION
N.T.S.

GENERAL NOTES

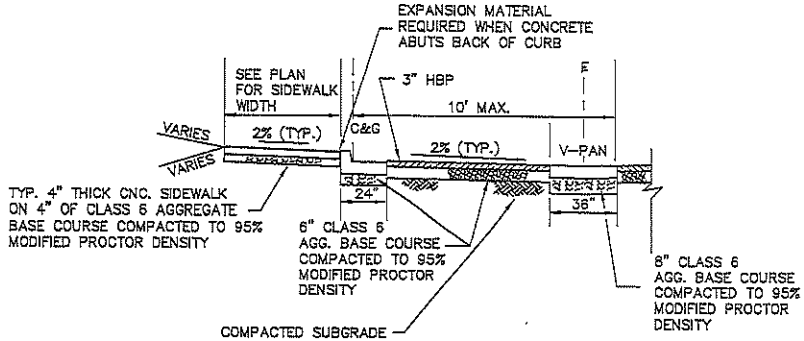
ON CURVES 3° OR LESS, CURBS AND/OR GUTTERS ARE TO BE PLACED ON THE ARC OF THE CURVE UNLESS OTHERWISE NOTED ON THE PLANS. A MAXIMUM CHORD LENGTH OF 10 FEET MAY BE USED WHEN THE CURVE IS LESS THEN 3°.

EXPANSION JOINTS SHALL BE INSTALLED WHEN ABUTTING EXISTING CONCRETE OR FIXED STRUCTURE. EXPANSION JOINT MATERIAL SHALL BE 1/2" THICK AND SHALL EXTEND THE FULL DEPTH OF CONTACT SURFACE.

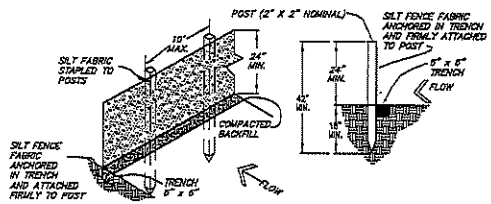
CONCRETE SHALL BE IN ACCORDANCE WITH NOTE #10 SHEET C1.

① — GUTTER CROSS SLOPES SHALL BE 0.04 FT/FT WHEN DRAINING AWAY FROM CURB AND 0.08 FT/FT WHEN DRAINING TOWARD CURB.

LEGEND FOR RADII
A = 1/8" TO 1/4"
B = 1"
C = 1 1/2"
D = 1 1/2" TO 2"



DRIVE AND PARKING AREA SECTION
N.T.S.



SILT FENCE
N.T.S.

TYP. 4" THICK CNC. SIDEWALK ON 4" OF CLASS 6 AGGREGATE BASE COURSE COMPACTED TO 95% MODIFIED PROCTOR DENSITY

NOTE:
IF SUB–BASE SOIL MATRIX IS FOUND TO BE NON–STRUCTURAL, CONTRACTOR SHALL SUB–EXCAVATE NON–SUITABLE SOILS AND PLACE COMPACTED STRUCTURAL FILL BELOW CLASS 6 BASE COURSE LAYER.

TYPICAL SIDEWALK SECTION
N.T.S.

DRAWN & DESIGNED BY: H.E.B.
CHECKED BY: H.E.B.
REVIEWED BY: _____ DATE: _____ FOR: _____

PINNACLE DESIGN CONSULTING GROUP, INC.
CONSULTING ENGINEERS • 1805 BUCK POINT ROAD
CARBONDALE, CO 81623 • (970) 963-0170

REVISION	DATE	DESCRIPTION	BY	CHD
1	7-21-16	REVISED TO RESPOND CITY OF GLENWOOD SPRINGS COMMENTS	H.E.B.	H.E.B.
2	7-29-16	ADDED BUILDING PERMIT CONDITION NOTES	H.E.B.	H.E.B.
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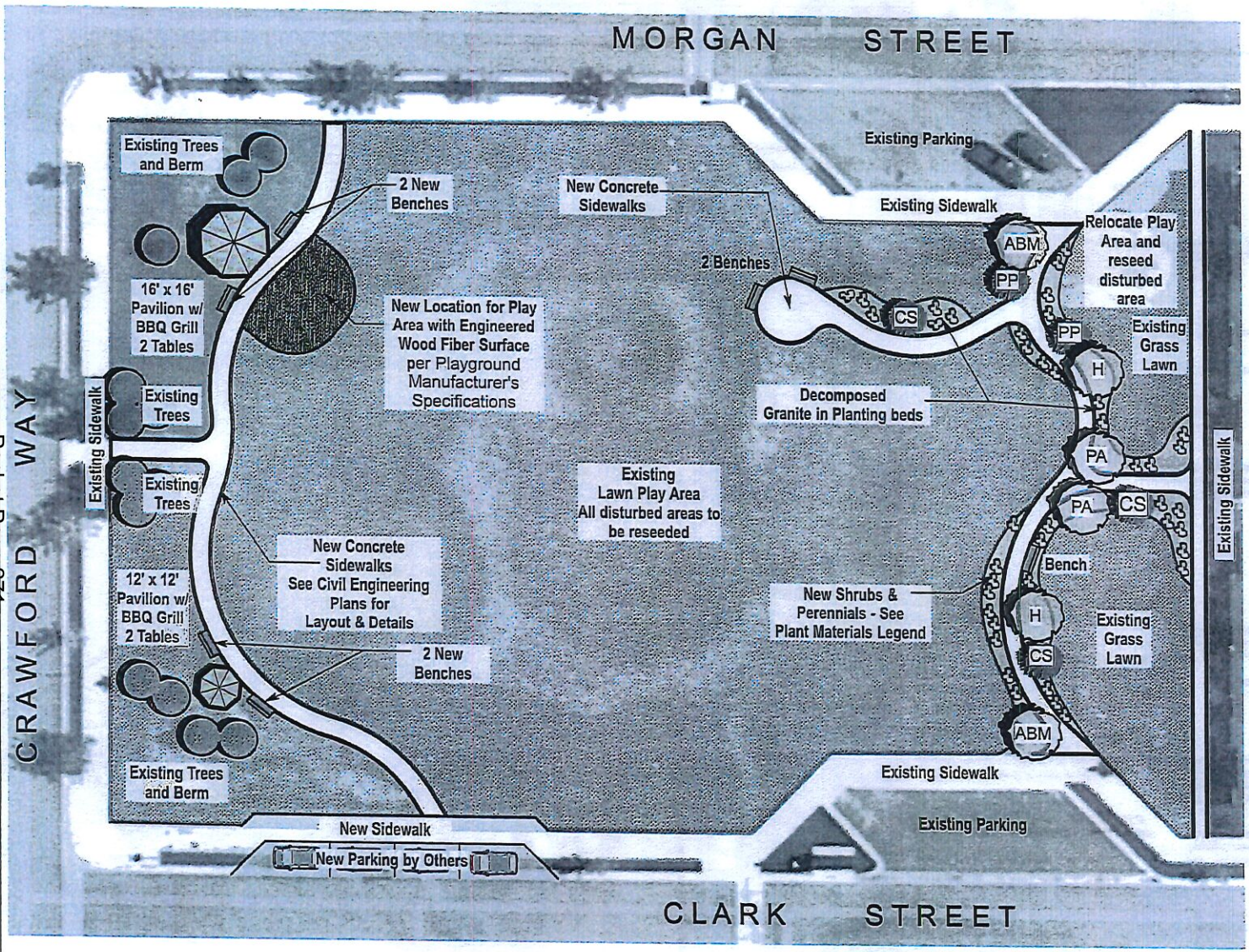
4	9-01-16	ADDRESSED FINAL CITY OF GLENWOOD COMMENTS	H.E.B.	H.E.B.

ASPEN BUILT HOMES — ASPEN, COLORADO

CARDIFF GLEN GRAND RIVER PARK AND LOT 95
TYPICAL SECTIONS AND DETAILS

SCALE: N.T.S. | JOB NO: 2016.07 | DATE: 9-01-16
SHEET NO: C10

EXHIBIT B



Plant Materials Legend

Qty		size	Common Name	Botanical Name
2	ABM	2"	Autumn Blaze Maple	Acer x freemanii
2	PA	2"	Autumn Purple Ash	Fraxinus americana 'Autumn Purple'
2	H	2"	Shademaster Honeylocust	Gleditsia triacanthos Shademaster
3	CS	10' ht.	Colorado Spruce	Picea pungens
2	PP	10' ht.	Ponderosa Pine	Pinus ponderosa
9		#5	Nearly Wild Rose	Rosa x 'Nearly Wild'
9		#5	Isanti Dogwood	Cornus sericea 'Isanti'
9		#5	Blue Mist Spirea	Caryopteris x clandonensis 'Dark Knight'
9		#5	Heavy Metal Switch Grass	Panicum virgatum 'Heavy Metal'
9		#5	Blue Avena Grass	Helictotrichon sempervirens
12		#1	Black Eyed Susan	Rudbeckia fulgida 'Goldstrum'
12		#1	Yellow Yarrow	Achillea species
12		#1	Blue Creeping Phlox	Phlox subulata 'Emerald Cushion'
12		#1	Walker's Low Catmint	Nepeta x Walker's Low
6		#1	Russian Sage	Perovskia atriplicifolia
12		#1	Daylily	Hemerocallis hybrids
12		#1	Coneflower Purple Magnus	Echinacea purpurea 'Magnus'

Reseed all disturbed lawn areas with Rivendell's Bluegrass Blend. Seeding Rate: 5Lbs per 1,000 sq.ft.

Notes:

1. Decomposed Granite, tan in color, to be spread in two (2) two inch (2") lifts. Wet and tamp each lift to form a uniform, smooth surface with a cross slope of 2%, compact each lift. Upon completion of the final lift, fill any depressions, holes or divots and tamp again. See Sheet L3 for additional specifications.

2. Warranty plants and trees for one year after final acceptance. Replace dead or dying materials not in vigorous, thriving condition as soon as weather permits. See Sheet L3 for additional specifications.

3. Determine locations of underground utilities and perform work in a manner which will avoid possible damage.

4. Plants shall be specimen quality, typical of their species or variety. See Sheet L3 for additional specifications.

5. Plant trees and shrubs in pits per specifications on Sheet L3, backfill with a mix of 2 parts topsoil, 1 part compost, and 1 part sand.

6. See Civil Engineering Plans for layout and detail of new sidewalks and new parking area.

7. Specifications and nstallation details of new benches, pavillions, BBQ grills, tables and play area to be provided by others.

DOUGLAS J. PRATTE 845 11/03/2009 Original Date of Licensure STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

0 15 30 45 75 105 north

Revisions					Original Drawing Preparation		
No	Description	By	Date	Approved	Date		By	Date
1	Landscape Plan Draft for Review	DJP	4/4/16			Drawn	DJP	4/4/16
2	Landscape Plan Stamped Drawing	DJP	4/14/16			Checked		
3	Landscape Plan Spelling Corrections	DJP	7/5/16			Approved		
4						Client Approved		
5								

THE LANDSTUDIO INC. landscape architecture land planning community planning

365 River Bend Way Glenwood Springs, CO. 81601 (970) 927-3690 Office (970) 948-0333 Mobile (970) 230-5367 Fax landstudio2@comcast.net www.thelandstudio.com

CLIENT: Cardiff 96, LLC PO Box 3551 Basalt, Colorado 81621

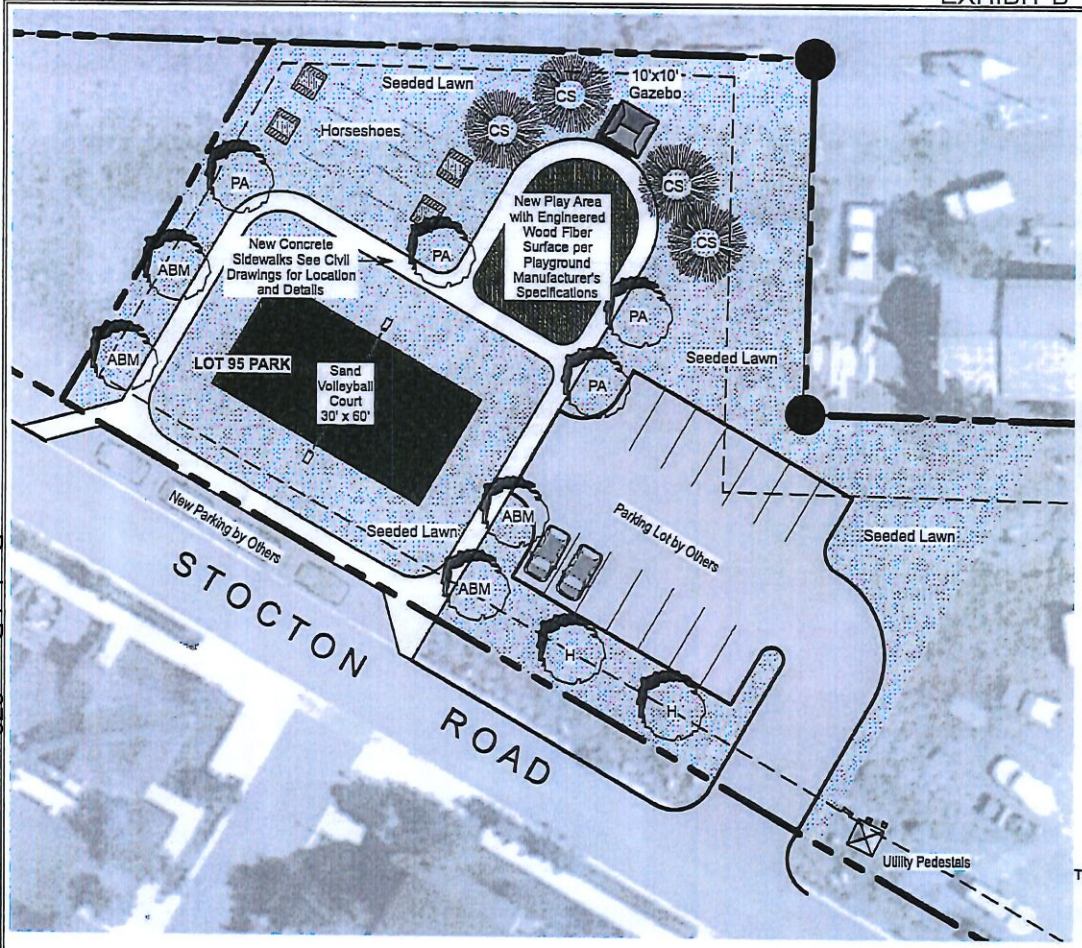
PROJECT: Cardiff Glen Grand River Park

SHEET TITLE: Cardiff Glen Grand River Park Landscape Plan

SHEET NO.: L1

Reception#: 888526
02/03/2017 10:40:52 AM Jean Alberico
15 of 32 Rec Fee:$168.00 Doc Fee:0.00 GARFIELD COUNTY CO

EXHIBIT B



Notes:

1. Warranty plants and trees for one year after final acceptance. Replace dead or dying materials not in vigorous, thriving condition as soon as weather permits. See Sheet L3 for additional specifications.

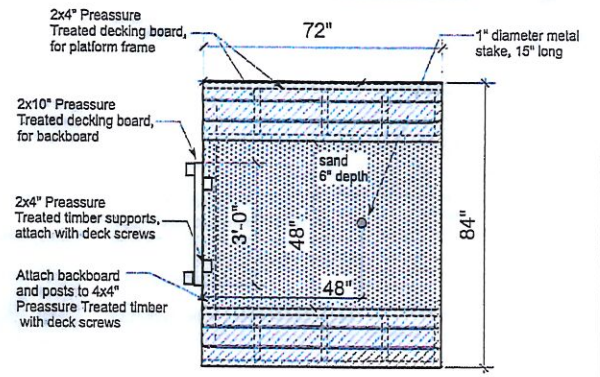
2. Determine locations of underground utilities and perform work in a manner which will avoid possible damage.

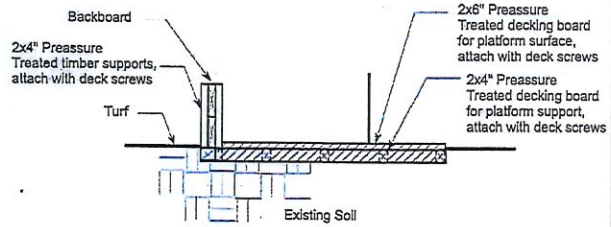
3. Plants shall be specimen quality, typical of their species or variety. See Sheet L# for additional specifications

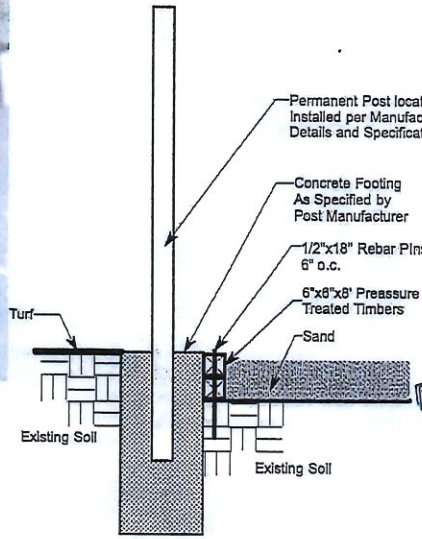
4. Plant trees and shrubs in pits per specifications on Sheet L3, backfill with a mix of 2 parts topsoil, 1 part compost, and 1 part sand.

5. Seed shall be hydraulically applied and followed by application of hydraulically applied mulch and shall be secured in place with a hydraulically applied tackifier. See Sheet L3 for specifications.

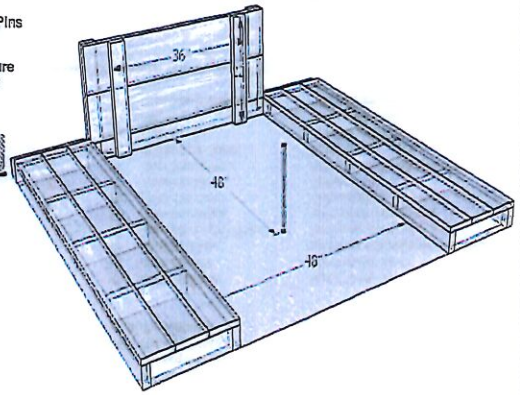
6. Specifications and installation details of new benches, pavillions, BBQ grills, tables and play area to be provided by others.







Horseshoe Pit Detail
no scale



Volleyball Court Detail
no scale

DOUGLAS J. PRATTE
845
1/03/2009
Original Date of Licensure
STATE OF COLORADO
LICENSED LANDSCAPE ARCHITECT

Plant Materials Legend

Qty		size	Common Name	Botanical Name
4	ABM	2"	Autumn Blaze Maple	Acer x freemanii
4	PA	2"	Autumn Purple Ash	Fraxinus americana 'Autumn Purple'
2	H	2"	Shademaster Honeylocust	Gleditsia triacanthos Shademaster
4	CS	10' ht.	Colorado Spruce	Picea pungens

Seed all lawn areas with Rivendell's Bluegrass Blend. Seeding Rate: 5Lbs per 1,000 sq.ft.

0 15 30 45 75 105

north

Revisions					Original Drawing Preparation		
No	Description	By	Date	Approved	Date		By	Date
1	Landscape Plan Draft for Review	DJP	4/4/16			Drawn	DJP	4/4/16
2	Landscape Plan Stamped Drawing	DJP	4/14/16			Checked		
3	Landscape Plan Stamped Drawing w/Utility Pedestals from Survey	DJP	4/18/16			Approved		
4						Client Approved		
5								

THE LANDSTUDIO ltd.
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CLIENT: Cardiff 96, LLC
PO Box 3551
Basalt, Colorado 81621

PROJECT: Cardiff Glen Lot 95 Park

SHEET TITLE: Cardiff Glen Lot 95 Park Landscape Plan

SHEET NO: L2

Reception#: 888526
02/03/2017 10:40:52 AM Jean Alberico
16 of 32 Rec Fee:$168.00 Doc Fee:0.00 GARFIELD COUNTY CO

LANDSCAPING SPECIFIC NOTES

PART 1 - GENERAL

1.1 DESCRIPTION:
Provide complete landscaping including trees, shrubs, grass and irrigation.

1.2 QUALITY ASSURANCE:
A. Comply with applicable Federal, state and county regulations governing landscape materials and work.
B. Landscape Architect reserves right to review materials at growing site.
C. Observation at growing site does not preclude right of rejection at job site. Remove rejected materials from site immediately.
D. Personnel: Employ only qualified personnel familiar with required work.

1.3 SUBMITTALS:
A. Submit a representative sample or photograph of each variety of trees and shrubs for Landscape Architect's approval. When approved, tag, install and maintain as representative samples for final installed plant materials.
B. Submit within 30 days after award of contract, complete list of materials to be furnished under this section and confirmed sources for same.
C. Provide and pay for material testing. Submit the following materials certification and test report.
1. Topsoil (on-site or imported):
a. pH factor
b. Mechanical analysis
c. Percentage of organic content
d. Recommendations on type and quantity of additives required to establish satisfactory pH factor and supply of nutrients to bring topsoil to satisfactory level for planting
e. Identify source location of topsoil proposed for use on the project if imported from off-site.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING:
A. Preparation:
1. Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape, and future development.
2. Container Grown Plants: Deliver plants in container sufficiently rigid to hold ball shape and protect root mass.
B. Delivery:
1. Packaged materials: Deliver in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.
2. Schedule: Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site.
3. Root Protection: Protect root balls by heeling in with saw dust if not planted within 24 hours of delivery.
4. Transporting: Protect during delivery to prevent damage to roots at all times. Cover materials during transport.
5. Notification: Notify Landscape Architect of delivery schedule 48 hours in advance so plant material may be observed upon arrival at job site.
6. Rejected Materials: Remove immediately from site.
7. Placement: Do not lift, move, adjust to plumb, or otherwise manipulate plants by trunk or stems to avoid damage or stress.

1.5 JOB CONDITIONS:
A. Planting Restrictions:
1. Perform planting only when weather and soil conditions are suitable in accordance with locally accepted practice.
B. Protection:
1. Do not move equipment over existing or newly placed structures without approval of Landscape Architect and General Contractor.
2. Provide board-roading as required to protect paving.
3. Protect other improvements from damage, with protection boards, ramps and protective sheeting.
C. Utilities:
1. Determine locations of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, if required, to minimize possibility of damage to underground utilities.
2. Coordinate work with irrigation contractor to prevent damage to underground sprinkler system.

1.6 WARRANTY:
A. Warranty plants and trees for one year after final acceptance. Replace dead or dying materials not in vigorous, thriving condition as soon as weather permits and on notification by Landscape Architect. Replace plants, including trees, which in opinion of Landscape Architect have partially died thereby damaging shape, size or symmetry.
B. Replace plants and trees with same kind and size as originally planted, at no cost to Owner. Provide one-year warranty on replacement plants. Trees should be replaced at start of next planting or digging season. In such cases, remove dead trees immediately. Protect irrigation system and other piping conduit or other work during replacement. Repair damage immediately.
C. Warranty excludes replacement of plants after final acceptance because of injury by storm, drought, drowning, hail, freeze, insects or diseases. Materials damaged by "Acts of God" prior to final acceptance are responsibility of contractor.
D. At end of warranty period, remove staking and guying materials from the site.

1.7 MAINTENANCE:
A. Water: Will be available on site. Provide necessary hoses and other watering equipment required to complete work.
B. Maintain plantings and trees by watering, cultivating, weeding,spraying, cleaning and replacing as necessary to keep landscape in a vigorous, healthy condition and rake bed areas as required until final acceptance.
C. Coordinate watering schedules with irrigation contractor during installation and until final acceptance. Provide deep root watering to newly installed trees.

PART 2 - PRODUCTS

2.1 PLANTS:
A. General: Equal to well-formed No. 1 grade nursery stock. Listed plant heights are from tops of root balls to nominal tops of plants. Plants shall be specimen quality, typical of their species or variety.
B. Shrubs and Ground Covers: Nursery grown, healthy, vigorous, of normal habit of growth for species, free from disease, insect eggs and larvae. Specified sizes are before pruning and measured with branches in normal position. Plants shall be well rooted and established in the container.
C. Ornamental, Shade, and Evergreen Trees: Healthy, vigorous, full-branched, well-shaped, trunk diameter and height requirements as specified. Balls shall be firm, neat, slightly tapered and well burlapped. Trees with loose or broken balls at time of planting shall be rejected. Trees will be individually approved by Architect. Root balls shall be nine inches in diameter for each inch caliper, measured twelve inches above root ball. Trees shall be free of physical damage such as scrapes, bark abrasions or split branches.
D. Special Requirements: Shade trees are to be procured a minimum of 30 days prior to scheduled installations. Trees are to be healed in at job site or at contractor's holding facility and maintained until site is ready. Architect will review trees at holding area prior to planting.
E. Collected Trees: Spray field grown trees immediately prior to digging with anti-desicant. Insure adequate coverage to trunks, branches and foliage.

2.2 MISCELLANEOUS MATERIALS:
A. Staking and Guying Materials:
1. Wire: 12 gauge, galvanized wire
2. Metal stakes: 24" T-stakes
3. Metal posts: 8'-0" T-stakes
4. Nylon strap: 3" wide 12" long white nylon strap with (1) 1/2" brass grommet in each end or Architect approved equivalent.
B. Tree Wrapping Material:
1. White waterproof crepe wrapping paper specifically manufactured for tree wrapping.
2. White plastic tape 1/2" wide to secure tree wrap.

PART 3 - EXECUTION

3.1 INSPECTION:
A. Examine subgrade and verify conditions under which work is to be performed. Notify General Contractor and Architect of unsatisfactory conditions.

3.2 TREE PLANTING:
A. Ornamental Trees: Plant in pits 12 inches larger than tree ball, backfill mix of:
2 parts topsoil
1 part compost
1 part sharp sand.
B. Shade and Evergreen Trees:
1. Stake locations for approval by Landscape Architect.
2. Plant in pits 2'-0" greater in diameter than root balls or to edge of tree leave-outs in paved areas. Remove excavated soil from site.
3. Backfill to depths of root balls with above backfill mix. Coordinate required depth with General Contractor. Carefully settle by watering to prevent pockets.

3.3 DECIDUOUS TREE WRAPPING:
A. Extend wrapping from ground to a point immediately below lowest branch of each tree or as directed. Securely fasten in place with tacks or staples so wrapping will remain in place.
B. Return and remove wrapping between April 1-15, after first winter of installation.

3.4 PRUNING OF NEW TREES:
A. Do not cut back terminal branches. Remove sucker growth and broken or badly bruised branches. Thin native trees heavier than nursery grown plants.

3.5 TREE SAUCERS
A. Form a four inch high saucer around each new tree for deep watering. Contractor is responsible for deep watering until final acceptance. Tree saucers are not required for trees with drip irrigation system installation..

3.6 TREE GUYING AND STAKING:
Stake guy trees immediately following planting operation. Take precautions during guying operation to prevent damage or injury to branches and roots. Orient all stakes within each cluster or row of trees in the same direction or as directed by Architect.
A. General: Set stake with the irregular ridge facing away from tree center. Drive stakes 3' into ground at edge of rootball for deciduous trees; 2'-6" for evergreen trees.
B. Deciduous Trees: Stake on two sides for tree 3" caliper or less and on three sides for trees greater than 3" caliper. Drive stakes 3' into ground at edge of root ball and stake projecting 5' above the ground and secured to tree with galvanized wire. Binder twine will not be permitted for tying trees to stakes. Stakes must not puncture root ball. Drive stakes slightly out of plumb away from tree center. Pull stakes into final plumb with guying.
C. Evergreen Trees: Stake on two sides for trees less than 6 ft. tall and equidistantly on three sides for trees 6 ft. and taller. Drive stakes 2'-6" deep into undisturbed soil just beyond backfill and secure to tree with galvanized wire at approximate mid-point of trunk, carefully avoiding damages to needles and branches.
D. Tying and Cross-Bracing:
Align stakes toward prevailing wind.
Tie trees with double strand of guy wire run through each grommet of an appropriate length of cotton/nylon webbing strap placed approximately 4'-6" above finish grade on deciduous trees, and at approximate mid-point of trunk on evergreen trees.

3.7 CLEANUP:
A. Keep premises neat and orderly including organization of storage areas. Remove trash and debris from excavated planting areas, preparing beds, or planting plants from site daily as work progresses. Keep paved areas clean by sweeping or hosing.

HYDROSEEDING SPECIFIC NOTES

PART 1 - GENERAL

1.1 DESCRIPTION:
Furnish all materials, equipment, and labor necessary for preparation, seeding, fertilizing, mulching, and protection of hydroseeded areas. For type of seed and requirements for planting soil see the Plans and/or other sections of the Specifications. Seed shall be furnished in containers that show the following information: seed name, lot number, net weight, percentage of purity, germination, weed seed and inert material.

1.2 WARRANTY AND REPLACEMENT:
Seeded areas must have a relatively uniform stand of grass with no bare spots over 6" square at the time of provisional acceptance. Reseed at the original rate and fertilize with appropriate fertilizer per soils test. All areas failing to vigorously establish within 90 days after germination or one growing season (whichever is longest), for any reason whatsoever, shall be redone at the Contractor's expense.

PART 2 - PRODUCTS

2.1 Hydromulch:
Mulch shall be wood cellulose fiber or equal containing no growth or germination inhibiting substances; a soil-binding agent (tackifier) is required; mulch shall be dyed a suitable color to facilitate placement.

2.2 Soil Binding Agent:
Soil binding agent shall consist of non-toxic, biodegradable materials that are environmentally safe such as ESI - TAK or approved equal.

2.3 Seed mixes:
Seed must be one or more of the mixes as noted on the plans.

2.4 Lawn Installation Fertilizer
Provide lawn installation fertilizer per soils test recommendations.

PART 3 - EXECUTION

3.1 Seeding:
1. Fertilizer based on soils test requirements, seed and mulch shall be applied in one operation with approved hydraulic equipment. Apply materials at the following rates:
a. Hydromulch, at 50 lbs. per 1,000 square feet.
b. Seed, at rates specified with seed mix.
c. Lawn Installation Fertilizer, per soils test recommendations.
d. Soil Binding Agent, at 1 lb. per 1,000 square feet.
2. Seeding shall not be done during windy weather (above 25 mph) or when the ground is overly wet (saturated) or frozen. Contractor shall give the Owner 48 hours notice of seeding operations.
3. Seeding, fertilizing, and mulching of prepared areas shall be performed from April 1 to May 31 or from September 1 to October 31 unless otherwise approved by landscape architect.
4. Equipment shall use water as the carrying agent utilizing a continuous built-in agitation system. Equipment with a gear pump is not acceptable.
5. Pump a continuous, non-fluctuating supply of homogenous slurry to provide a uniform distribution of material over designated areas.

3.2 Maintenance:
1. Maintain seeded areas until grass is well established and exhibits a vigorous growing condition.
2. Maintenance shall include protection, watering, and a minimum of two mowing cycles, or until provisional acceptance.

3.3 Physical Completion:
1. Inspection to determine Physical Completion of seeded areas will be made by the landscape architect upon the Contractor's request. Provide notification at least five (5) working days before requested inspection date.
2. Seeded areas shall be accepted provided all requirements, including maintenance, have been complied with and grass is well established and exhibits a vigorous growing condition.
3. Areas failing to show a uniform stand of grass shall be reseeded at the Contractor's expense.
4. Upon Physical Completion, the Owner will assume lawn maintenance.

3.4 Cleaning:
Perform cleaning during installation of the work and upon completion of the work. Remove from the site all excess materials, soil, debris, and equipment. Repair the damage resulting from seeding operations.

DECOMPOSED GRANITE SPECIFIC NOTES

PART 1 - GENERAL

1.1 DESCRIPTION
A. Furnish all labor, materials and equipment for the complete installation of decomposed granite mulch.

1.2 SUBMITTALS
A. Submittals for specified items are not required, however, submittals are required for any proposed substitutions or deviations from the Plans or Specifications. Additionally, submittals are required for the specific items listed below. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting "as specified" or "substitution proposed". Submittals are required on the following items:
1.Decomposed granite material, provide a sample for review and approval.

PART 2 - PRODUCTS

2.1 Decomposed Granite
Decomposed granite from Southwest Soils, 58521 Amber Road, Olathe, CO. 81425. (970) 323-0500 or approved equal.

PART 3 - EXECUTION

3.1 Preparation
A. Upon completion of grading operations, rake, level and compact grade to finished sub-grade to prepare area for rock ground cover, mulch unless otherwise noted on the Plans.
B. Lay geotextile fabric (also referred to as filter fabric) per manufacturer's specifications.
C. No material shall be placed in muddy conditions, nor shall any material be placed during or immediately after inclement weather, ie. rain storms, etc.

3.2 Installation
A. Spread crushed granite material in two (2) two(2") lifts.
B. Wet and tamp each lift to form a uniform, smooth surface with a cross slope of 2%.
C. Upon completion of the final lift, fill any depressions, holes or divots and tamp again using the above process.

3.3 Clean Up and Protection
A. Thoroughly clean all areas where work has occurred. Remove from site excess material, debris and rubbish.
B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc.

DOUGLAS J. PRATTE
845
11/03/2009
Original Date of Licensure
STATE OF COLORADO
LICENSED LANDSCAPE ARCHITECT

Revisions					Original Drawing Preparation		
No	Description	By	Date	Approved	Date	By	Date
1	Landscape Plan Draft for Review	DJP	4/4/16		Drawn	DJP	4/4/16
2	Landscape Plan Stamped Drawing	DJP	10/14/16		Checked		
3					Approved		
4					Client Approved		
5							

LANDSTUDIO etc.
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landstudio2@comcast.net
www.thelandstudio.com

CLIENT: Cardiff 96, LLC
PO Box 3551
Basalt, Colorado 81621

PROJECT: Cardiff Glen Grand River Park

SHEET TITLE: Cardiff Glen
Grand River/Lot 95 Park
Landscape Specifications

SHEET NO. L3

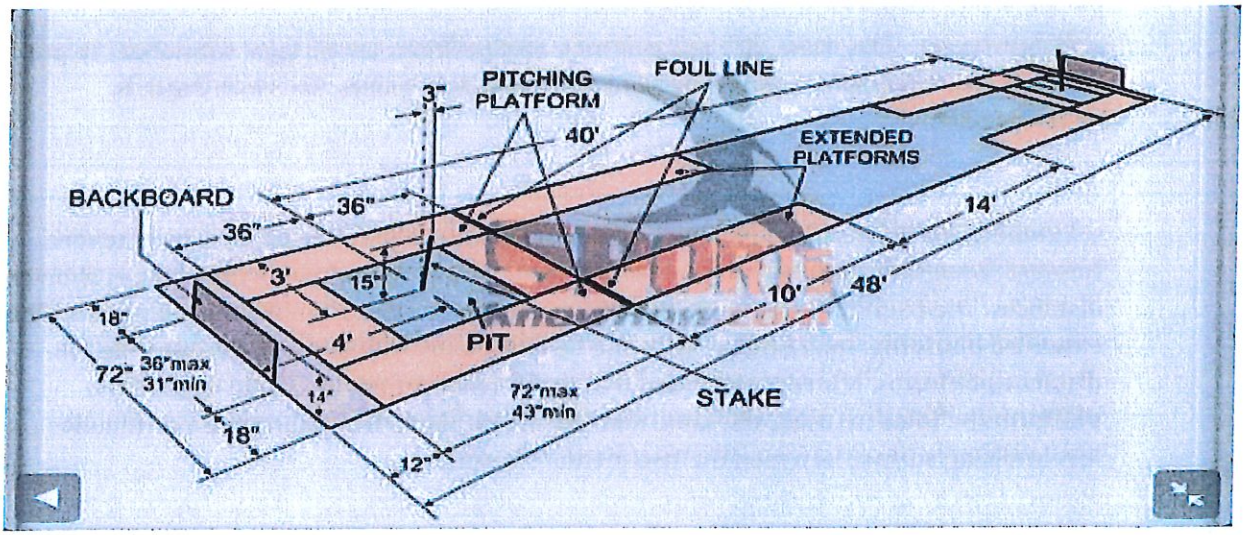
Reception#: 888526
02/03/2017 10:40:52 AM Jean Alberico
17 of 32 Rec Fee:$168.00 Doc Fee:0.00 GARFIELD COUNTY CO

ASPEN BUILT HOMES

Reception#: 888526
02/03/2017 10:40:52 AM Jean Alberico
18 of 32 Rec Fee:$168.00 Doc Fee:0.00 GARFIELD COUNTY CO

Cardiff Glen Open Space Improvements

1 Horse Shoe pits



Horse shoes and stake provided by other

ASPEN BUILT HOMES

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02/03/2017 10:40:52 AM Jean Alberico
19 of 32 Rec Fee:$168.00 Doc Fee:0.00 GARFIELD COUNTY CO

1. Dimensions - A horseshoe court shall be a level rectangular area 6 ft wide and a minimum of 46 ft long. A north-south setting is recommended for outdoor courts to minimize the effects of the sun.

2. Pitcher's Box - The pitcher's box is the square 6 ft by 6 ft area at each end of the court. It is composed of 2 parts - 1) the pit, and 2) the pitching platforms.
a. PIT - The pit is a rectangular area filled with the substance onto which the shoes are pitched. Its maximum length (in the direction in which the shoes are pitched) is 72 inches and its minimum length is 43 inches. Its maximum width is 36 inches and its minimum width is 31 inches. The pit must be centered in the pitcher's box. If the pit is less than the maximum dimensions, the extra space shall be filled with the same material of which the platforms are made, or some other material different than the pit substance, and shall be level with the pit and platforms.

b. Pitching Platforms - The pitching platforms flank the pit to its left and right sides and are parallel to each other. They shall be level with each other and to the top of the pit. They shall be 18 to 20-1/2 inches wide (depending upon the width of the pit) and shall be a minimum of 6 ft. long.

3. Stakes - The stake is the target at which the shoe is pitched. Each stake shall be centered between the platforms with a minimum of 21 inches from the stake to the front and back of the pit. On regulation courts the stakes are 40 ft. apart. This is measured from the front of each stake level with the pitching platform. Stakes shall be 1 inch in diameter and may be made of cold-rolled steel, mild iron, soft metal or synthetic material. Each stake shall be no shorter than 14 and no higher than 15 inches above pit level and they shall both have an approximate 3 inch lean toward each other.

4. Pit Substance - Clay, sand, dirt and synthetic compositions are all legal substances to put in the pit. The minimum depth of the substance shall be 4 inches. An 8 inch depth is recommended.

5. Extended Platforms - The pitching platforms on either side of the pit shall be extended forward (toward the opposite pit) an additional 10 feet to accommodate pitching at shorter distances. The front of the extended platforms shall be 27 feet from the opposite stake. The extended platforms shall be level with and be of the same width and material as the full-distance platforms. It is recommended that the 14 feet between the front ends of the platforms be filled in (using the same material as the platforms) to provide a continuous level walking surface between the two pitcher's boxes.

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6. Backboards & Protective Barrier

a. Backboards - Every pit should have a backboard. It should be at least 4 feet behind the stake, be at least 1 foot high and extend the width of the pit. For spectator visibility, a mesh netting or chain link material is recommended. If of solid material, it should be a color that will provide a contrasting background so as to keep the stake visible for the contestants.

b. Protective Barrier - All court complexes shall be surrounded by a protective barrier. The barrier should be at least 8 feet behind the stake. A chain link type fence at least 4 feet high is recommended.

7. Foul Lines - Foul lines shall be defined by lines extending across the front of the full-distance and extended platforms. This places them perpendicular to an imaginary line between stakes at 37 and 27 ft. respectively from the front of the opposite stakes. (Measured at the level of the pitching platform).

2 Volley Ball Court

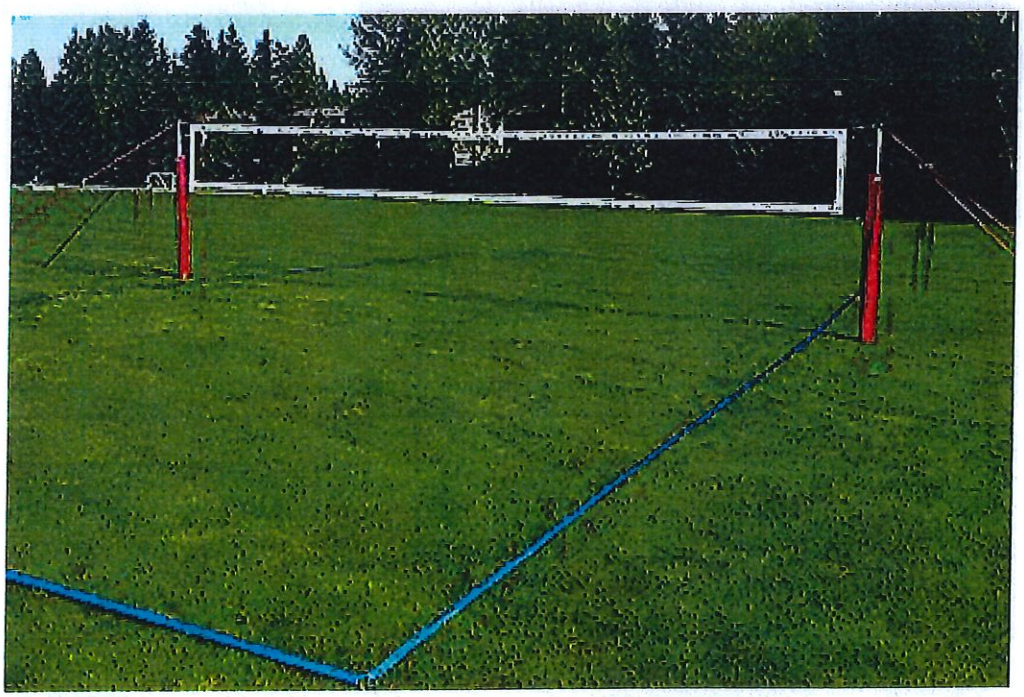
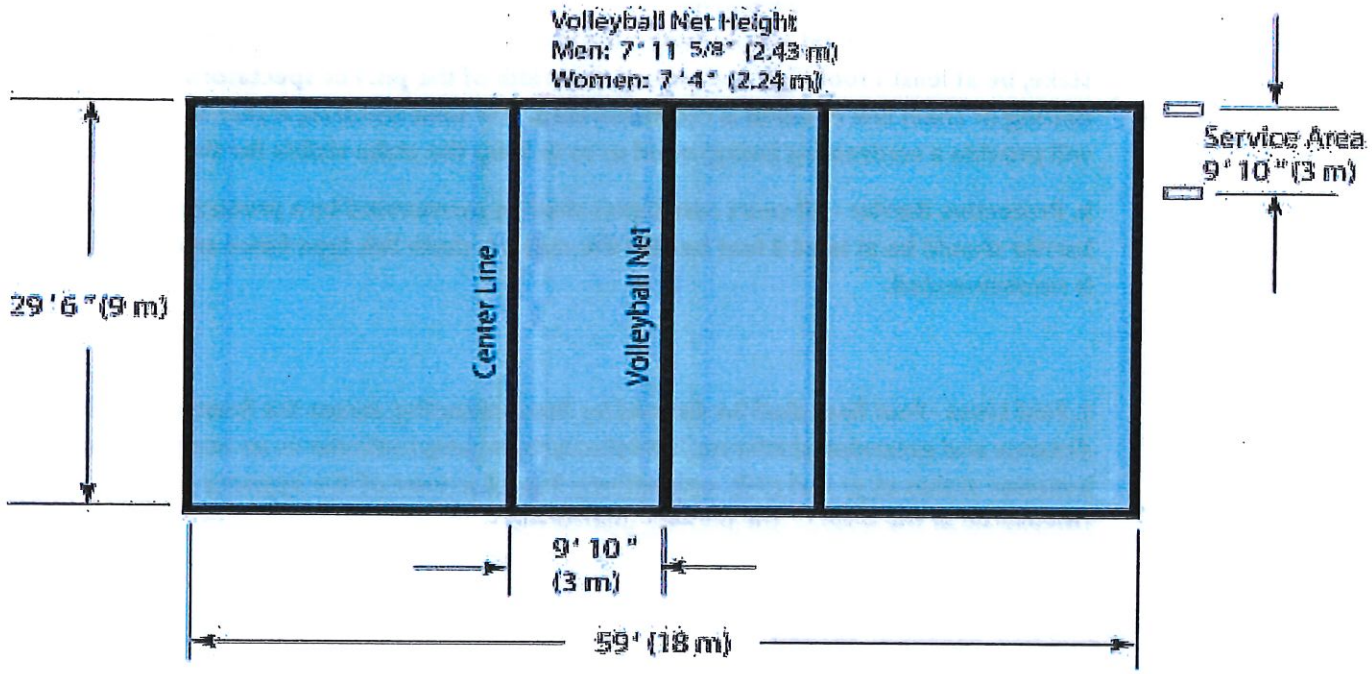


EXHIBIT C

ASPEN BUILT HOMES

Reception#: 888526
02/03/2017 10:40:52 AM Jean Alberico
21 of 32 Rec Fee:$168.00 Doc Fee:0.00 GARFIELD COUNTY CO



Volley ball, net and poles provided by others

ASPEN BUILT HOMES

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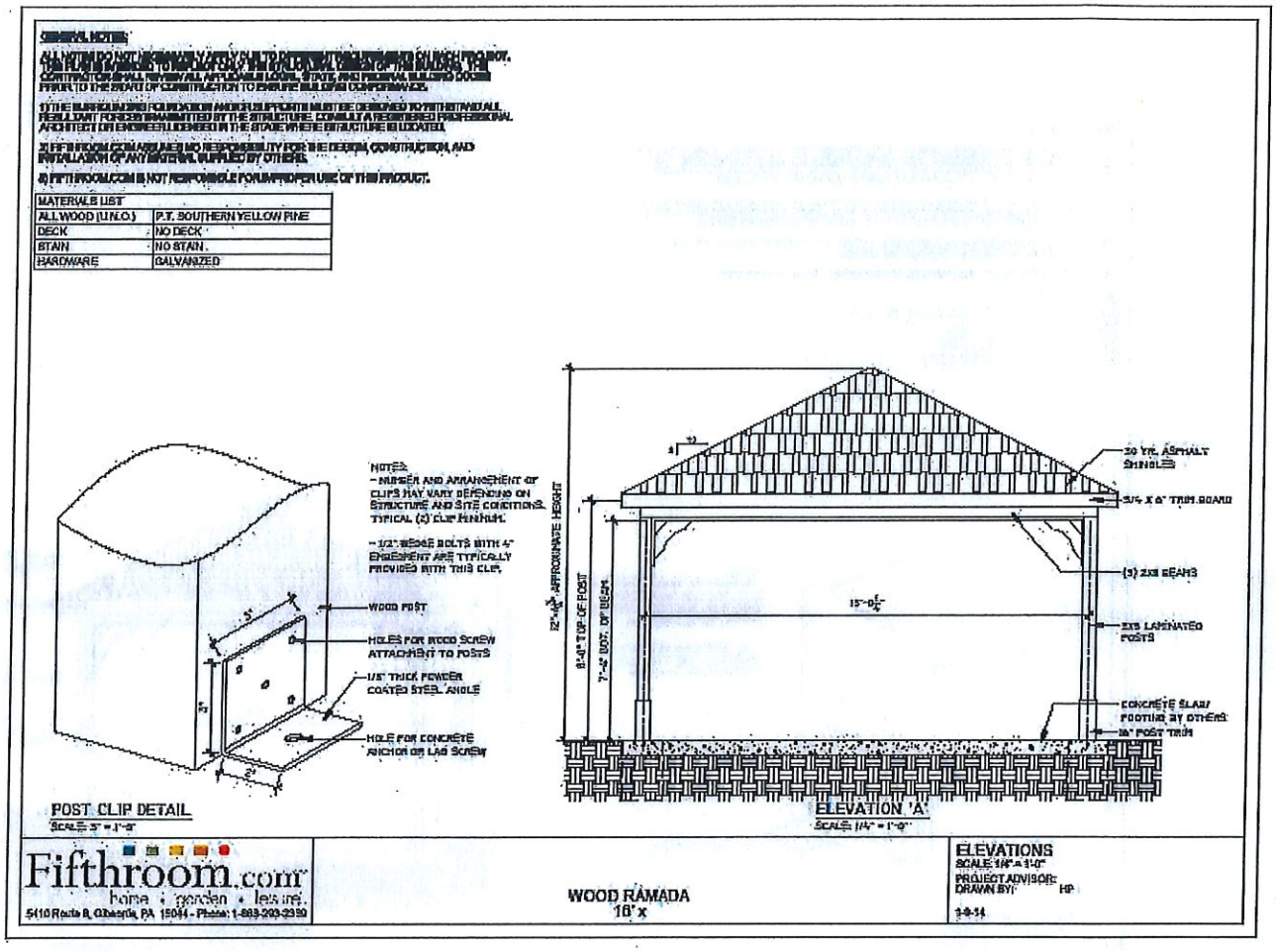
3 Pavilion design 16X16



Printed plans available upon request

ASPEN BUILT HOMES

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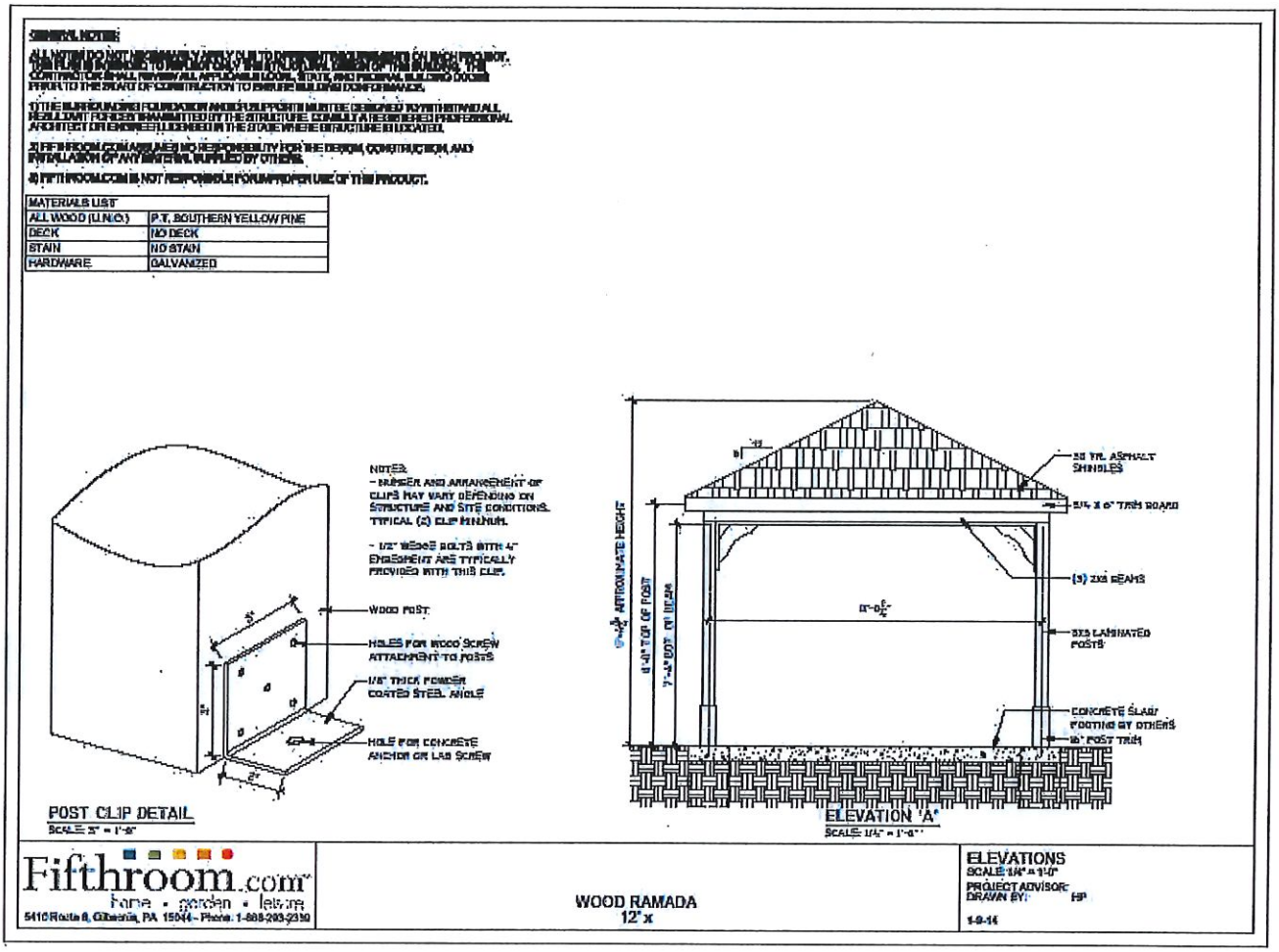
4 Pavilion design 12X12



GENERAL NOTES:

ALL NOTES DO NOT NECESSARILY APPLY TO ALL DRAWINGS. REFER TO INDIVIDUAL DRAWINGS FOR SPECIFIC NOTES. THIS PLAN IS INTENDED TO BE USED FOR ONLY THE STRUCTURAL ELEMENTS OF THIS BUILDING. THE CONTRACTOR SHALL REVIEW ALL APPLICABLE LOCAL, STATE, AND FEDERAL BUILDING CODES PRIOR TO THE START OF CONSTRUCTION TO ENSURE BUILDING CONFORMANCE.

1) THE SURROUNDING FOUNDATION AND/OR FOOTPRINT MUST BE DESIGNED TO WITHSTAND ALL REQUIRED FORCES TRANSMITTED BY THE STRUCTURE. CONSULT A REGISTERED PROFESSIONAL ARCHITECT OR ENGINEER LICENSED IN THE STATE WHERE THE STRUCTURE IS LOCATED.

2) FIFTHROOM.COM ASSUMES NO RESPONSIBILITY FOR THE DESIGN, CONSTRUCTION, AND INSTALLATION OF ANY MATERIAL SUPPLIED BY OTHERS.

3) FIFTHROOM.COM IS NOT RESPONSIBLE FOR IMPROPER USE OF THIS PRODUCT.

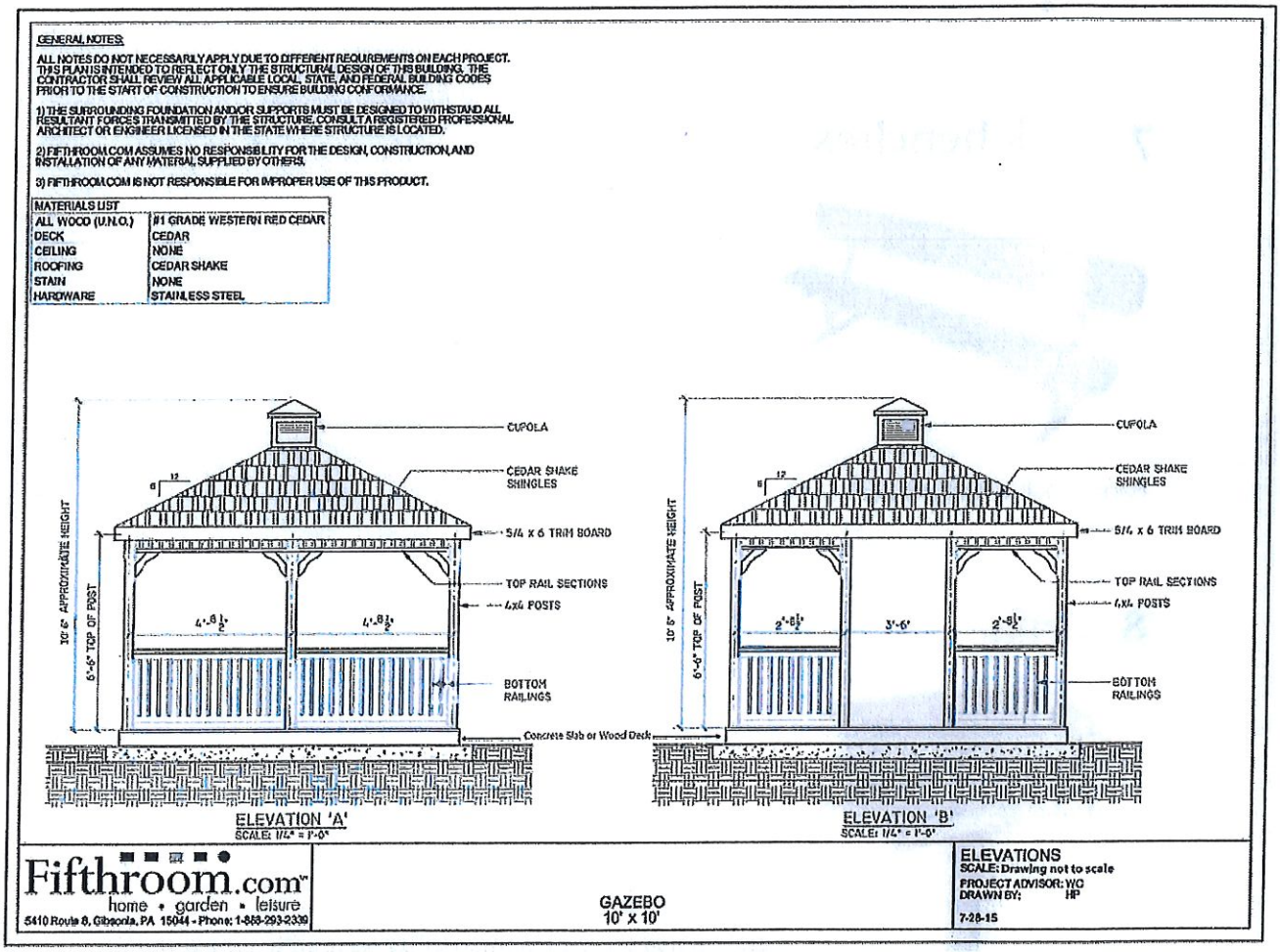
MATERIALS LIST	
ALL WOOD (U.N.O.)	P.T. SOUTHERN YELLOW PINE
DECK	NO DECK
STAIN	NO STAIN
HARDWARE	GALVANIZED

Printed plans available upon request

ASPEN BUILT HOMES

Reception#: 888526
02/03/2017 10:40:52 AM Jean Alberico
24 of 32 Rec Fee:$168.00 Doc Fee:0.00 GARFIELD COUNTY CO

5 Gazebo design



GENERAL NOTES:

ALL NOTES DO NOT NECESSARILY APPLY DUE TO DIFFERENT REQUIREMENTS ON EACH PROJECT. THIS PLAN IS INTENDED TO REFLECT ONLY THE STRUCTURAL DESIGN OF THIS BUILDING. THE CONTRACTOR SHALL REVIEW ALL APPLICABLE LOCAL, STATE, AND FEDERAL BUILDING CODES PRIOR TO THE START OF CONSTRUCTION TO ENSURE BUILDING CONFORMANCE.

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3) FIFTHROOM.COM IS NOT RESPONSIBLE FOR IMPROPER USE OF THIS PRODUCT.

MATERIALS LIST	
ALL WOOD (U.N.O.)	#1 GRADE WESTERN RED CEDAR
DECK	CEDAR
CEILING	NONE
ROOFING	CEDAR SHAKE
STAIN	NONE
HARDWARE	STAINLESS STEEL

Printed plans available upon request

EXHIBIT C

Reception#: 888526
02/03/2017 10:40:52 AM Jean Alberico
25 of 32 Rec Fee:$168.00 Doc Fee:0.00 GARFIELD COUNTY CO

ASPEN BUILT HOMES

6 Picnic tables

7 Park benches

Park bench with back rest

8 Grills

Charcoal grill will be permanently secured to concrete slab

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26 of 32 Rec Fee:$168.00 Doc Fee:0.00 GARFIELD COUNTY CO

EXHIBIT C

GENERAL NOTES:

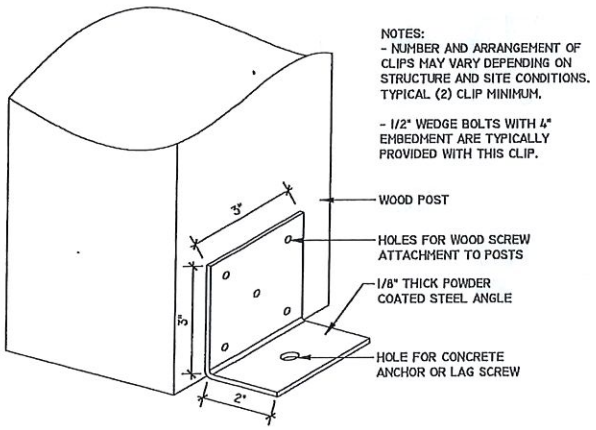
ALL NOTES DO NOT NECESSARILY APPLY DUE TO DIFFERENT REQUIREMENTS ON EACH PROJECT. THIS PLAN IS INTENDED TO REFLECT ONLY THE STRUCTURAL DESIGN OF THIS BUILDING. THE CONTRACTOR SHALL REVIEW ALL APPLICABLE LOCAL, STATE, AND FEDERAL BUILDING CODES PRIOR TO THE START OF CONSTRUCTION TO ENSURE BUILDING CONFORMANCE.

1) THE SURROUNDING FOUNDATION AND/OR SUPPORTS MUST BE DESIGNED TO WITHSTAND ALL RESULTANT FORCES TRANSMITTED BY THE STRUCTURE. CONSULT A REGISTERED PROFESSIONAL ARCHITECT OR ENGINEER LICENSED IN THE STATE WHERE STRUCTURE IS LOCATED.

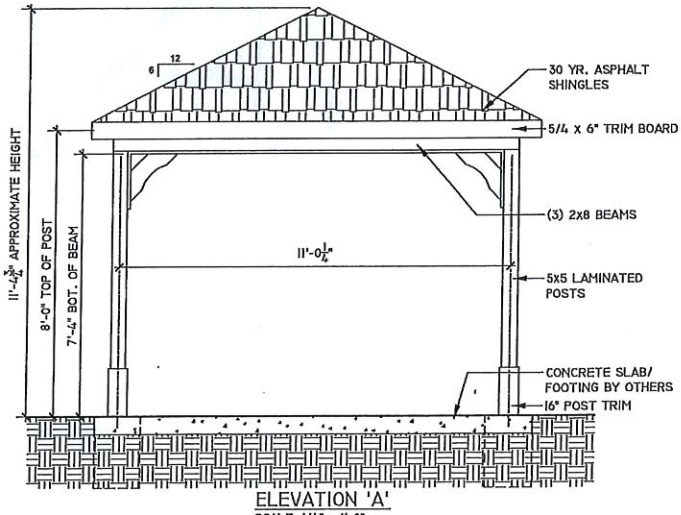
2) FIFTHROOM.COM ASSUMES NO RESPONSIBILITY FOR THE DESIGN, CONSTRUCTION, AND INSTALLATION OF ANY MATERIAL SUPPLIED BY OTHERS.

3) FIFTHROOM.COM IS NOT RESPONSIBLE FOR IMPROPER USE OF THIS PRODUCT.

MATERIALS LIST	
ALL WOOD (U.N.O.)	P.T. SOUTHERN YELLOW PINE
DECK	NO DECK
STAIN	NO STAIN
HARDWARE	GALVANIZED



POST CLIP DETAIL
SCALE: 3" = 1'-0"



ELEVATION 'A'
SCALE: 1/4" = 1'-0"

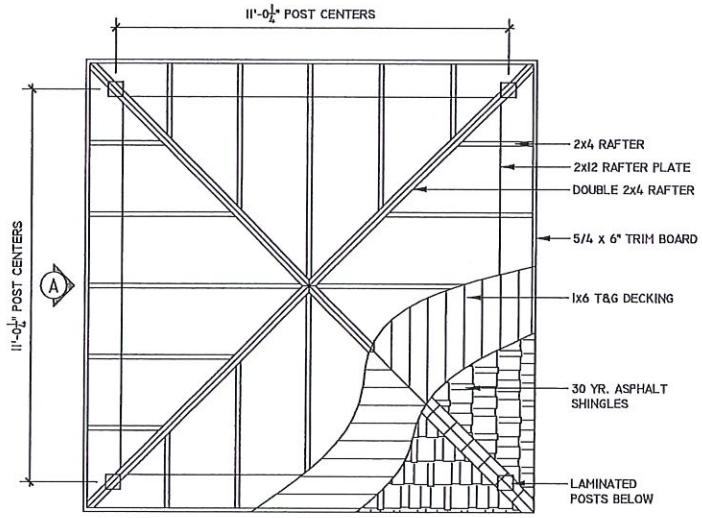
Fifthroom.com™
home • garden • leisure
5410 Route 8, Gibsonia, PA 15044 - Phone: 1-888-293-2339

WOOD RAMADA
12' x

ELEVATIONS
SCALE: 1/4" = 1'-0"
PROJECT ADVISOR:
DRAWN BY: HP
1-9-14

Reception#: 888526
02/03/2017 10:40:52 AM Jean Alberico
27 of 32 Rec Fee:$168.00 Doc Fee:0.00 GARFIELD COUNTY CO

EXHIBIT C



ROOF FRAMING PLAN
SCALE: 1/4" = 1'-0"

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WOOD RAMADA
12' x 12'

PLAN
SCALE: 1/4" = 1'-0"
PROJECT ADVISOR:
DRAWN BY: HP
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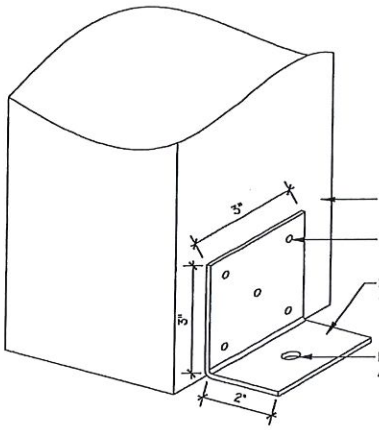
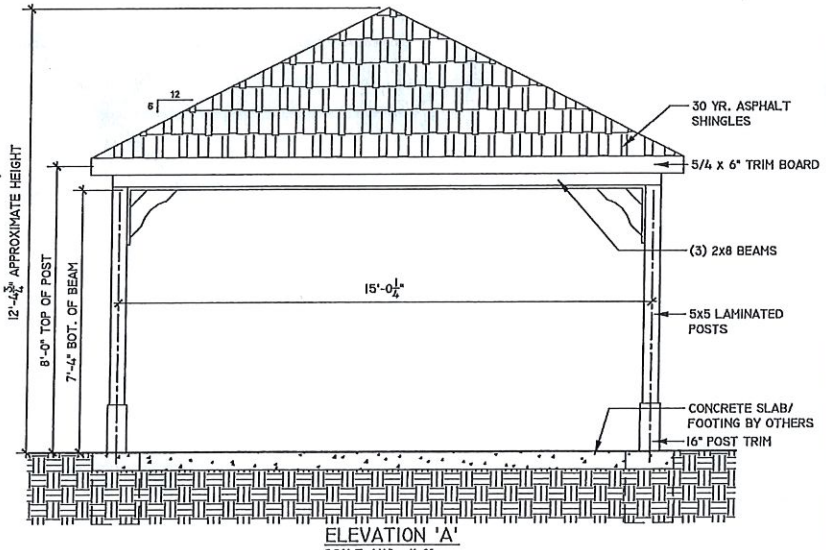


NOTES:
- NUMBER AND ARRANGEMENT OF CLIPS MAY VARY DEPENDING ON STRUCTURE AND SITE CONDITIONS. TYPICAL (2) CLIP MINIMUM.

- 1/2" WEDGE BOLTS WITH 4" EMBEDMENT ARE TYPICALLY PROVIDED WITH THIS CLIP.

POST CLIP DETAIL
SCALE: 3" = 1'-0"



ELEVATION 'A'
SCALE: 1/4" = 1'-0"

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5410 Route 8, Gibsonia, PA 15044 - Phone: 1-888-293-2339

WOOD RAMADA
16' x

ELEVATIONS
SCALE: 1/4" = 1'-0"
PROJECT ADVISOR:
DRAWN BY: HP

1-9-14

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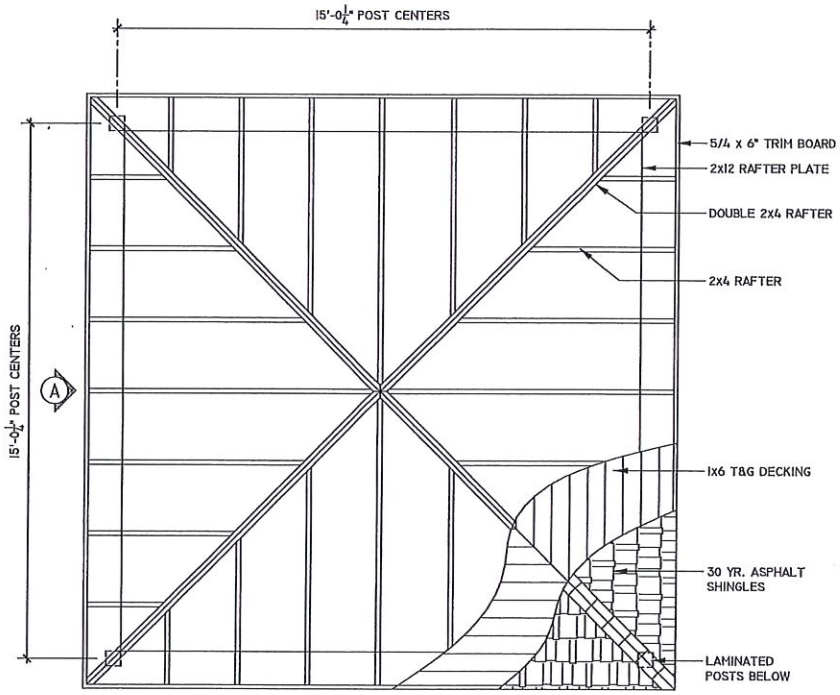
EXHIBIT C



ROOF FRAMING PLAN
SCALE: 1/4" = 1'-0"

Fifthroom.com™
home • garden • leisure
5410 Route 8, Gibsonia, PA 15044 - Phone: 1-888-293-2339

WOOD RAMADA
16' x 16'

PLAN
SCALE: 1/4" = 1'-0"
PROJECT ADVISOR:
DRAWN BY: HP
1-9-14

RIVERCITY CONSULTANTS
744 Horizon Ct, Suite 110, Grand Junction, CO 81506
970.241.4722, info@rccwest.com

Reception#: 888526
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Opinion of Probable Cost for Construction

DEVELOPMENT NAME: Lot 95 and Grand River Park, Cardiff Glen P.U.D. — 31-Aug-2016

Item #	Item Description	Unit	Quantity	Unit	Extended
	Lot 95				
	LANDSCAPE (Provided by Landscape Architect & Fifthroom.com)				
1	New Coniferous/Deciduous Trees	EA	14	$ 500.00	$ 7,000.00
2	10' x 10' Treated Pine Rectangular Gazebo	EA	1	$ 5,938.00	$ 5,938.00
3	Horseshoe Pit Area	SF	1344	$ 2.00	$ 2,688.00
4	Volleyball Area	SF	1344	$ 4.00	$ 5,376.00
5	Play Area	SF	1741	$ 1.25	$ 2,176.25
6	Seeded Areas	SF	1061	$ 0.75	$ 795.75
7	Irrigation for grass areas/Lot 95	SF	16658	$ 1.00	$ 16,658.00
	Subtotal Landscape				**$ 40,632.00**
	STREETS/EARTHWORK				
1	Clearing and Grubbing (Retain Top soil)	LS	1	$ 2,000.00	$ 2,000.00
2	Mobilization	LS	1	$ 2,000.00	$ 2,000.00
3	Excavation Unadjusted	CY	500	$ 11.00	$ 5,500.00
4	Embankment Undadjusted	CY	500	$ 6.00	$ 3,000.00
5	4" AC	CY	573	$ 24.00	$ 13,752.00
6	6" ABC (cgs, sw)	CY	51	$ 40.00	$ 2,040.00
7	8" ABC (Roadway)	CY	129	$ 38.00	$ 4,902.00
8	2' C & G	LF	130	$ 12.00	$ 1,560.00
9	5' Sidewalk (4" Thickness)	SY	210	$ 35.00	$ 7,350.00
10	6' Sidewalk (4" Thickness)	SY	71	$ 50.00	$ 3,550.00
11	Stiping/Handicap Symbol Paint	GAL	1	$ 25.00	$ 25.00
12	Sign - Reserved Handicap Parking (R7-8)	EA	2	$ 12.00	$ 24.00
13	Sign - Tenant Parking Only	EA	1	$ 12.00	$ 12.00
	Subtotal Streets and Earthwork				**$ 45,715.00**
	Stormwater Management				
1	Silt Fence	LF	364	$ 1.50	$ 546.00
2	Sediment Filter Bags	EA	2	$ 7.00	$ 14.00
3	Vehicle Tracking Control	EA	1	$ 1,500.00	$ 1,500.00
4	Concrete Washout	EA	1	$ 1,100.00	$ 1,100.00
5	Erosion Control Blanket	SY	500	$ 5.00	$ 2,500.00
6	Seeding/Mulch	CF	110	$ 4.00	$ 440.00
	Subtotal Stormwater Management				**$ 6,100.00**
	Lot 95 Total				**$ 92,447.00**

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31 of 32 Rec Fee:$168.00 Doc Fee:0.00 GARFIELD COUNTY CO

DEVELOPMENT NAME: Lot 95 and Grand River Park, Cardiff Glen P.U.D. — 31-Aug-2016

Item #	Item Description	Unit	Quantity	Unit	Extended
	Grand River Park				
	LANDSCAPE (Provided by Landscape Architect & Fifthroom.com)				
1	New Shrubs	EA	123	$ 45.00	$ 5,535.00
2	12' x 12' Treated Pine Ramada Gazebo	EA	1	$ 6,358.00	$ 6,358.00
3	16' x 16' Treated Pine Ramada Gazebo	EA	1	$ 9,818.00	$ 9,818.00
4	Flipback Rotating Park Grill	EA	2	$ 299.00	$ 598.00
5	8" Metal Picnic Table	EA	4	$ 959.00	$ 3,836.00
6	8' Metal Garden Bench w/Back	EA	3	$ 559.00	$ 1,677.00
7	8" Metal Garden Bench	EA	4	$ 359.00	$ 1,436.00
8	Crushed gravel planting bed	SF	240	$ 12.00	$ 2,880.00
9	New Coniferous/Deciduous Trees	EA	11	$ 500.00	$ 5,500.00
10	Seeded Areas	SF	7150	$ 0.35	$ 2,502.50
11	New sod at parking areas	SF	1680	$ 0.75	$ 1,260.00
	Subtotal Landscape				**$ 41,400.50**
	STREETS/EARTHWORK				
1	Clearing and Grubbing (Retain Top soil)	LS	1	$ 3,000.00	$ 3,000.00
2	Mobilization	LS	1	$ 3,000.00	$ 3,000.00
3	Excavation Unadjusted	CY	500	$ 11.00	$ 5,500.00
4	Embankment Undadjusted	CY	500	$ 6.00	$ 3,000.00
5	4" AC	CY	15	$ 24.00	$ 360.00
6	6" ABC (cgs, sw)	CY	75	$ 40.00	$ 3,000.00
7	8" ABC (Roadway)	CY	30	$ 38.00	$ 1,140.00
8	2' C & G	LF	250	$ 12.00	$ 3,000.00
9	5' Sidewalk (4" Thickness)	SY	205	$ 35.00	$ 7,175.00
10	6' Sidewalk (4" Thickness)(Reinforced)	SY	187	$ 70.00	$ 13,090.00
11	ADA Ramp	SY	27	$ 305.00	$ 8,235.00
12	Striping Paint	GAL	0.5	$ 25.00	$ 12.50
13	Sign - Tenant Parking Only	EA	2	$ 12.00	$ 24.00
	REMOVALS AND RESETTING				
1	Remove Sidewalk, Curb & Gutter	SF	480	$ 1.00	$ 480.00
	Subtotal Streets/Earthwork & Removals				**$ 51,016.50**
	Stormwater Management				
1	Silt Fence	LF	235	$ 1.50	$ 352.50
2	Sediment Filter Bags	EA	2	$ 7.00	$ 14.00
3	Vehicle Tracking Control	EA	2	$ 1,500.00	$ 3,000.00
4	Concrete Washout	EA	1	$ 1,100.00	$ 1,100.00
5	Erosion Control Blanket	SY	535	$ 5.00	$ 2,675.00
6	Seeding/Mulch	CF	715	$ 4.00	$ 2,860.00
	Subtotal Stormwater Management				**$ 10,001.50**
	Grand River Park Total				**$ 102,418.50**

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32 of 32 Rec Fee:$168.00 Doc Fee:0.00 GARFIELD COUNTY CO

DEVELOPMENT NAME: Lot 95 and Grand River Park, Cardiff Glen P.U.D. — 31-Aug-2016

Item #	Item Description	Unit	Quantity	Unit	Extended
	MISCELLANEOUS				
	Plan Preparation (For Both Sites)				
1	Stormwater Management Plan	LS	1	$ 960.00	$ 960.00
2	Signage & Striping Plan	LS	1	$ 695.00	$ 695.00
3	Traffic Control	LS	1	$ 11,000.00	$ 11,000.00
	Miscellaneous Total				$ 12,655.00
1	**Total Improvement Costs**				$ 207,520.50

NOTES
1. All prices shall be for items complete in place and accepted.
2. All pipe prices shall include excavation, pipe, bedding, backfill, and compaction.
3. Water main shall include pipe, excavation, bedding, backfill, bends, and appurtenances not itemized elsewhere.
4. All concrete items shall include Aggregate Base Course where required by the drawings.
5. Fill in the pipe type for irrigation pipe and sleeves.
6. Reconditioning shall be calculated to at least 6" outside of back of walk on both sides.
7. Units can be changed if desired, simply annotate what is used.
8. Additional lines or items may be added as needed.

Glenwood Springs
Community Development Dept
101 W 8th St
Glenwood Springs CO 81601

ORDINANCE NO. 3

Series of 1999

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, REZONING A 21.75 ACRE PARCEL ON COUNTY ROAD 116 IN THE CITY OF GLENWOOD SPRINGS FROM R/4 RESIDENTIAL TRANSITIONAL TO PLANNED UNIT DEVELOPMENT(PUD), KNOWN AS CARDIFF GLEN.

WHEREAS, the City's Planning and Zoning Commission, at its December 15, 1998 meeting, recommended approval of a rezoning of a 21.75 acre parcel on County Road 116 in the City of Glenwood Springs; and

WHEREAS, City Council considered the recommendation at its regular meeting on January 7, 1999, and affirmed the findings of the Planning and Zoning Commission and granted the rezoning; and

WHEREAS, City Council found that the proposed rezoning is consistent with City goals, policies, and plans; and

WHEREAS, Section 070.040.060.B.4 of the Glenwood Springs Municipal Code requires that an ordinance be enacted to effectuate the rezoning, as granted.

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

Section 1. The 21.75 acre parcel on County Road 119, also known as Cardiff Glen and described in the metes and bounds description attached hereto as Exhibit "A", is hereby rezoned from R/4 Residential Transitional to Planned Unit Development (PUD), in accordance with the plan attached hereto for all purposes as Exhibit "B".

Section 2. The rezoning is subject to the following contingencies, which have been agreed to by the developer of the parcel:

1. A development plan shall be submitted to the City within six (6) months of the effective date of this ordinance.

2. Any development shall comply with the Federal Airspace Regulations Part 77 and shall execute and record an avigation easement, approved by the City, prior to the recordation of any subdivision plans or occupancy of any residences on the parcel.

3. A minimum of 20% deed restricted affordable housing shall be provided subject to the City's sponsoring applicable grant applications, subsidies or impact fee waivers for the project. All such subsidies will be applied by the developer, dollar for dollar, to the

reduction of the sale or rental price of the unit; and all units receiving a minimum qualifying subsidy of at least 10% of the projected base price of a "studio 3", as defined in Exhibit "B", shall have an occupancy and resale deed restriction filed on the property. If possible, persons employed within the City limits or with the school district shall be given priority in acquiring housing within the development.

4. The developer of the parcel shall provide $6,250.00 for the coke oven preservation grant prior to the issuance of a development permit.

5. The developer shall provide funds, or other adequate security approved by the City, for the construction of a ballfield at Summerville Park, as shown in Exhibit "B", prior to the approval of a subdivision plat. The cost of the field shall be mutually agreed upon by the City and the developer.

Section 3. This ordinance shall be automatically repealed on August 15, 1999, if Paragraph 1 of Section 2 above has not been complied with as set out therein.

INTRODUCED, READ AND PASSED ON FIRST READING, ORDERED PUBLISHED IN FULL THIS 21st DAY OF JANUARY, 1999.

CITY OF GLENWOOD SPRINGS, COLORADO

Sam Skramstad, Mayor

ATTEST:

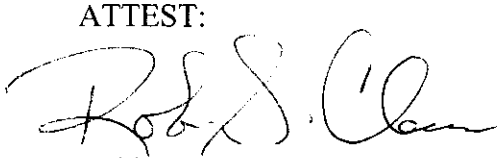
Robin S. Clemons, City Clerk

INTRODUCED, READ ON SECOND READING, APPROVED, AND ORDERED PUBLISHED BY TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND PUBLICATION THIS 3RD DAY OF FEBRUARY, 1999.

CITY OF GLENWOOD SPRINGS, COLORADO

Sam Skramstad, Mayor

ATTEST:



Robin S. Clemons, City Clerk

(970) 945-1004
FAX (970) 945-5948

116 West 6th, Suite 200
Glenwood Springs, CO 81601

R/4 ZONE
LEGAL DESCRIPTION

A parcel of land located in the south one half of Section 22 and the north one half of Section 27, Township 6 South, Range 89 West of the Sixth Principal Meridian, Garfield County, Colorado. Said parcel is more particularly described as follows, to wit:

Beginning at the northwest corner of the Glenwood Springs Municipal Airport from which a witness corner set for the north one quarter corner of Section 27, said township and range bears S 21°48'12" W 134.23 feet distant; thence along the boundary of said airport parcel South 26 degrees 56 minutes 00 seconds East (S 26 56'00 E) 588.93 feet to a point on the centerline of a 45.00 foot right of way as shown on the Hughes Addition to Cardiff; thence South 01 degrees 22 minutes 11 seconds West (S 01°22'11" W), a distance of 226.38 feet along said centerline; thence North 88 degrees 37 minutes 49 seconds West (N 88°37'49" W), a distance of 88.50 feet to the northwest corner of Lot 12, Block 4, Hughes Addition to the Town site of Cardiff; thence South 01 degree 22 minutes 11 seconds West (S 01°22'11" W) 120.00 feet along the westerly line of Lot 12 and its extension to the center of Third Street as shown on said Hughes Addition; thence South 88 degrees 37 minutes 49 seconds East (S 88°37'49" E) 66.00 feet along said centerline to the easterly line of the northeast quarter of the northwest quarter of Section 27; thence South 01 degrees 22 minutes 11 seconds West (S 01°22'11" W) 445.00 feet along said easterly line ; thence North 80 degrees 54 minutes 48 seconds West (N 80°54'48" W) 184.84 feet; thence South 32 degrees 46 minutes 00 seconds West (S 32°46'00" W) 127.27 feet to a fence line marking the northerly right of way of a County road; thence North 69 degrees 17 minutes 37 seconds West (N 69°17'37" W) 6.97 feet along said fence line; thence North 71 degrees 51 minutes 52 seconds West (N 71°51'52" W) 40.39 feet along said fence line to the intersection with the northerly right of way of Midland Avenue; thence along said northerly right of way the following four (4) courses:

1) North 59 degrees 54 minutes 30 seconds West (N 59°54'30" W), a distance of 256.59 feet; thence

2) South 30 degrees 05 minutes 30 seconds West (S 30°05'30" W), a distance of 50.00 feet; thence

3) North 59 degrees 53 minutes 57 seconds West (N 59°53'57" W), a distance of 660.69 feet; thence

4) North 67 degrees 23 minutes 29 seconds West (N 67°23'29" W), a distance of 97.55 feet; thence

North 46 degrees 46 minutes 52 seconds East (N 46°46'52" E) 1346.68 feet to the point of beginning; and containing 21.785 acres.

debbie\94054.rev
08/24/98

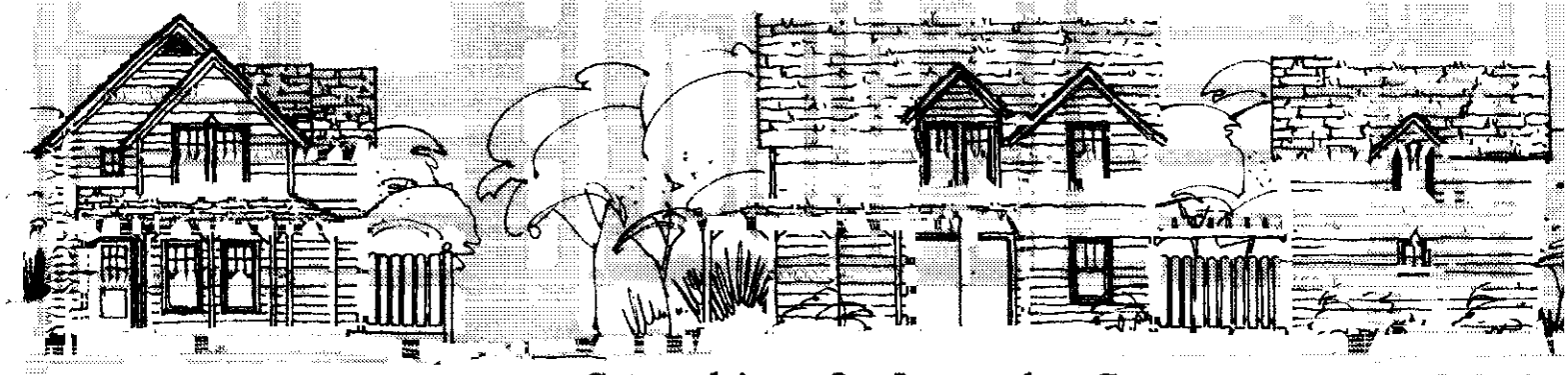
EXHIBIT A

EXH B
TO ORDIN. #3
SERIES OF 1999

Cardiff

Glenwood Springs, Colorado

PUD ZONING APPLICATION



Studio 8 Land Company, LLC

CARDIFF GLEN
PLANNED UNIT DEVELOPMENT

PUD Zoning Application

Revised December 10, 1998

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4. PUD Subdivision Plan
5. Parks & Open Space Plan

CARDIFF GLEN
PLANNED UNIT DEVELOPMENT

A. INTRODUCTION

This application submitted by Studio 3 Land Company, LLC (herein after referred to as the Applicant), requests approval of the Cardiff Glen PUD Zone District. All relevant provisions of the City of Glenwood Springs, Title 070, Subdivision, Development and Use of Land with respect to PUD review requirements are included with this application.

The Cardiff Glen PUD is a 21.785 acre residential development created specifically to meet the residential and recreational needs of the Glenwood Springs community - from a variety of housing choices at affordable prices to parks, community center, and a small locally owned commercial center. The site is roughly bordered by Sopris Elementary School, Airport Road (County Road 116) and the Glenwood Springs Airport. The design will reflect both community and public input and honor the idea of a quiet, safe neighborhood. The Cardiff Glen Neighborhood PUD will emphasize a substantial amount of open space, interconnected pedestrian and biking trails, a street system making it possible for children to play ball and bike

without worry. Central to the PUD will be The Midland Commercial Center located adjacent to a wonderful playground/park, Grand River Park, - a place to meet, catch up with the neighbors and visit amenities such as a small grocery store, coffee shop/deli, and day care center - all within walking distance from anyplace in the Cardiff Glen community.

B. EXISTING CONDITIONS

1. Project Location

   The 21.785 acre site is roughly triangular in shape and is located southeast of Sopris Elementary School, northeast of Airport Road (County Road 116), and west of the Glenwood Springs Airport.

2. Current Zoning

   R/4 Residential Transitional

3. Existing Uses

   Open fields recently used for grazing.

4. Site Access

   Access to the site is from Airport Road (County Road 116).

5. Utilities

Water and sewer (City of Glenwood Springs), gas(KN Energy), electric(City of Glenwood Springs), telephone(US West) and cable(TCI Cable) utilities are located at or near the northwest corner of the property in the County Road 116 right of way.

6. Topography

The property is relatively flat with a slope of about 2% to the northwest.

7. Geology

A Soils and Foundation Investigation report dated February 8, 1995 was prepared for the Roaring Fork School District RE-1 on the adjoining Sopris Elementary School property. A copy of the report prepared by CTL/Thompson is attached for reference.

8. Vegetation

Native grasses and weeds.

C. PUD DESCRIPTION AND ISSUE RESOLUTIONS

1. Comprehensive Plan Context

The Cardiff Glen Neighborhood PUD is designed along the principals of the *traditional neighborhood* of the past, including historic downtown Glenwood Springs and the old Cardiff subdivision of the late 1800's, with a balanced mix of residences, shops, workplaces and recreation within the neighborhood. The integration of multiple land uses allows residents to meet more of their daily needs through shorter trips.

a) The City should maintain a compact urban form.

Cardiff Glen is located on a 21.785 acre parcel within the Glenwood Springs city limits on land that is zoned R/4 Residential Transitional. The property is roughly bounded by County Road 116, the RE-1 school property, the Glenwood Springs Airport and County residential properties. Glenwood Park subdivision is the closest residential development just westerly of the school. **Cardiff Glen**, is therefore, by location, an extension of the city residential area in South Glenwood Springs and will conform to this policy.

b) The City should be a place where people are able to live, work, play and raise a family.

Our concept for **Cardiff Glen** is just that: a mixed-use residential development featuring both rental and sale, single and multi-family dwellings. The Midland Commercial Center will offer services from a "corner grocery" and coffee shop to a day nursery facility and doctor or dentist. The center is within easy walking or biking distance from wherever you live in the **Cardiff Glen** neighborhood as well as Glenwood Park. Just next door to the commercial area is The Roundhouse, a community center where daytime, after-school and evening activities can engage young children, teenagers and grown ups. The Roundhouse overlooks Grand River Park. As it adjoins the commercial center with the natural flow of people, Grand River Park becomes a perfect spot for spontaneous get-togethers whether it's touch football games or just sharing a sandwich with a friend under a tree. There is also land dedicated to the City for recreational use, like the ball field at Summerville Park, where kids can play and parents-cum-coaches can cheer them on.

The development is designed as a neighborhood that retains the character of old Glenwood Springs with 22-foot wide streets, alleys and housing that features "street friendly" yards, porches and

landscaping. The intent is to construct the dwellings so they are affordable to the working residents of the City who presently are priced out of the market.

c) The City should protect its scenic vistas, rivers, steep hillsides and ridges.

The site for **Cardiff Glen** is relatively flat with several large tree clusters and is well removed from the river. The structures proposed will be residential in nature and within the city height limits. The entrance to the neighborhood from County Road 116 will be along Grand River Park, the neighborhood park that is an open space seldom found in the City, and will present a tree-lined vista to the north. The new dedicated recreation area, Summerville Park, at the northerly end of the property, will provide a continuation of the city recreation area at the school. It also creates a wide, open space vista from east to west, essentially from Glenwood to Old Cardiff and beyond.

d) The City should provide adequate public recreation facilities within the city.

Cardiff Glen will dedicate Summerville Park to the City. Summerville Park, at the northern end of the property, is 1.84 acres in area. In Summerville Park, we will provide funds for the construction of a children's ball field and we will construct 10 park-user parking spaces, landscaping and a 3-rail split rail fence along the runway area to restrict pedestrian access to the airport facilities.

Grand River Park is at the southerly entrance to the neighborhood and is 1.51 acres in area. A neighborhood center facility, The Roundhouse, will be constructed on this site and will be owned and maintained by the **Cardiff Glen** Homeowners Association.

We will also dedicate to open space a 30-foot wide trail easement from Summerville Park to The Midland Commercial Center that totals 0.23 acres. We will construct a walking path, a 3-rail split rail fence, landscaping and a stream. This area will be dedicated to and maintained by The Cardiff Glen Homeowners Association.

A 15-foot wide trail easement along County Road 116, 0.37 acres in area, and a 20-foot foot wide easement from County Road 116 to Summerville Park, 0.45 acres, will be dedicated to and maintained by the City. We will provide a 3-rail split rail fence and landscaping

in this area.

It should be noted that we have had discussions with the Mayor, City Manager and Planning Director about creating a jointly owned and operated irrigation system, utilizing the City's water rights from the river, to irrigate the school property and City recreation areas, parts of Glenwood Park and **Cardiff Glen.**

e) The City should maintain a distinct urban edge.

Cardiff Glen will establish this edge by defining the urban neighborhood character in what exists now as a more rural feeling in the South Glenwood city limit. The easterly and southerly property lines are now the Glenwood city limits

f) The City should maintain neighborhoods that are walkable and talkable.

The "neo-traditional" concept for **Cardiff Glen** is based upon the lot-and-block plan found in most older portions of our cities today. The houses and multi-family dwellings will face tree-lined streets with sidewalks wide enough for kids on their bikes, parents (and or kids) carrying groceries, or just strolling. All of the houses will have front

porches and lawns creating an informal, accessible, neighborly atmosphere conducive to impromptu coffee breaks, a simple exchange about the weather or an upcoming school activity. All garages are located on the alleys, with the exception of twelve perimeter lots, which removes driveways and impersonal garage doors from the streetscape. Central to the idea of a neighborhood, as mentioned above, will be walkable access to the Midland Commercial Center, The Roundhouse Neighborhood Center and Grand River Park. Walking paths will trace the southern and western perimeters as well as a 30-foot trail easement from Summerville Park to Grand River Park and will connect the inner neighborhood with the school and City park areas, as well as the extended City bike trail to be located along County Road 116.

g) The City should encourage a balance between jobs and housing for local workers.

According to the Housing for Tomorrow Commission, within the Glenwood Springs Zip Code area today, there are an estimated 10,000 jobs, yet within that code, there are only about 5000 local residents. There are several reasons for this condition: Glenwood has one of the lowest, if not the lowest vacancy rate in the State; there have been no attainable housing developments created within

the City in recent times and few affordable rental units are available.

Cardiff Glen was conceived not only as an attempt to create a new neighborhood within the City, but to address this unhealthy imbalance that exists because people can not afford to live where they work. In addition to dealing with this serious issue, that over time, is the prime cause of the erosion and ultimate extinction of the feeling of belonging to and caring about the community, **Cardiff Glen** proposes additional features that are missing in most of the new housing developments built today:

--a sense of place

--a neighborhood with a sense of style

--attractive, friendly tree-lined streets

--a neighborhood park

--walking paths

--the corner grocery, coffee shop, day nursery, doctor or dentist

--a new city park for a ball field

--neighborhood community center

Cardiff Glen will have 91 single family lots with a variety of 2, 3 and 4 bedroom homes, nice yards, garages and parking primarily on

alleys instead of the street, and up to 30 ADUs. There will be 126 multi-family residences, some for sale, and others for rent. The small neighborhood commercial area will have studio, 1 and 2 bedroom apartments on the upper levels overlooking Grand River Park, the neighborhood park. The houses and apartments will be priced to be very attractive and attainable for people who work in Glenwood.

We feel this is the type of environment where almost anyone would want to live, not to mention the bonus of saving hours a month commuting. This is our goal. So how does the City encourage housing for its own workers? Motivation to do so stems from the simple and clear understanding of the needs of the working residents. The City has to offer incentives to developers to do these kinds of projects. We would suggest that the City has the power to provide significant assistance to a project such as **Cardiff Glen** through waiving of certain impact fees, participation in grant funding requests, and continuing with the much appreciated, accelerated approval process.

For our part, efforts are underway to secure every reasonable subsidy from various state housing grants to allow a neighborhood that encompasses a variety of income levels in a mix of rental and

sale dwellings. In order to maintain "affordability", we would like to see major employers have first right-of -refusal for single and multi-family units that, by deed-restriction, would maintain protection from high appreciation rates in the valley. Employees of the public school district, the hospital, the city, the college are just a few that could benefit form this concept. It is not a community unless people can afford to live and participate in the activities that define their community. As the police chief put it: "If we get into a situation of commuter cops, we will lose a great bit of our ability to be part of the community."

h) The City should preserve a balance between developed areas and dedicated open lands.

Cardiff Glen will provide the open space and dedicated park area described herein under the P.U.D. requirements that will comply with this policy.

i) The City should require adequate infrastructure concurrent with development.

The existing infrastructure in the South Glenwood area has problems which will be corrected by **Cardiff Glen**.

1) The water pressure deficiency will be improved through the construction of a new, 500,000 gallon water tank to be located on Glenwood Land Company property on the south side of County Road 116.

2) Sewer tap fees will be paid in advance to correct sewer line deterioration in the Midland Avenue area.

3) All on-site infrastructure will be constructed according to present utility requirements.

j) The City should encourage a balance among household sizes, income and ages.

Cardiff Glen is designed as a complete neighborhood, an area of many elements, not just one housing type. We are proposing 91 two, three and four bedroom, single family dwellings ranging in size from 800 sq. ft. to 1600 sq. ft. (measured as interior net livable area and excludes basement and garage space). We are requesting approval of up to 30 Accessory Dwelling Units (A.D.U.) that could be built above garages which, if built, would be approximately 320 sq. ft to 420 sq. ft studio type dwellings.

A variety of 126 multi-family dwellings ranging from 440 sq. ft. studios, 880 sq. ft one bedrooms, 800-1100-1200 sq. ft. two bedrooms and 1250 sq. ft. three bedrooms (measured as interior net livable area and excludes basement and garage space), will be provided; fourteen of these units will be above The Midland Commercial Center shops.

Each phase of the development will contain a variety of the unit types and sizes offering cost, life-styles and size options throughout the project. We therefore anticipate that from the beginning, **Cardiff Glen** will reflect the diversity existing in Glenwood Springs.

k) The City should encourage a variety of housing types, sizes and costs within each neighborhood. Neighborhoods are defined as areas with unique characteristics such as architecture or geography, walkable in extent and characterized by social interaction amongst residents.

Cardiff Glen is designed to secure this variety. We are offering a broad spectrum of housing types, ranging from below-median income rental to market-rate single family detached sale homes. In addition, we are requesting approval of up to thirty Accessory

Dwelling Units (A.D.U.) to be included as part of the PUD application. The A.D.U. is an idea that has proven successful in other communities by supplying another level of housing opportunity and potential income for the owners.

Cardiff Glen is conceived as a genuine neighborhood defined by a grid pattern of streets and alleys. The applicant intends to build all of the structures and by doing so, will control the architectural character throughout the neighborhood. A system of pedestrian paths will be developed, in addition to the sidewalks, that will connect the perimeter to various adjacent properties such as Sopris Elementary School, the City recreation area at the school and the future extension of the Midland Bike trail. The path system will allow residents to walk to Summerville Park, the Midland Commercial Center, Grand River Park and The Roundhouse from any location within the neighborhood. All of these features will promote the pride of place and a sense of belonging so necessary to the well-being of any successful neighborhood. The Homeowners Association Covenants will insure that the standards we set are maintained.

l) The City should reduce traffic congestion.

The Midland Commercial Center, a neighborhood-scale commercial area, is easily accessible by bike or on foot from any residential location in **Cardiff Glen.** This easy access would therefore eliminate a certain amount of car traffic for taking care of the necessities. The center could include a small "corner grocery store", a day-nursery, a coffee shop, a doctor or dentist, and The Roundhouse, a community activity center. We have connected the neighborhood to Sopris Elementary School which would allow children to walk or bike to school, instead of taking the bus or being dropped off by their parents. We anticipate 300-400 children in **Cardiff Glen** and assuming that about half would be in elementary school we could anticipate a significant reduction in school traffic alone. We are hoping that the City will consider an extension to the existing bus service to **Cardiff Glen** to promote public transport and greatly reduce the car traffic. We would encourage the use of trolley sized buses that could stop at the Midland Commercial Center on a regular basis for the residents to commute to town. We would be happy to "create" a bus stop to fit the character of **Cardiff Glen.**

2. Density/Zoning

A density of 10-12 units per gross acre with residential lots and blocks limited in size will provide greater affordability and encourage pedestrian activity. A variety of housing will be provided, including detached single family residential, duplex, townhomes, condominiums and apartments. With a variety of housing types, the needs of varied age and income groups are more easily accommodated within the PUD and a greater diversity of residents is encouraged.

Individual zone districts have been created for the single family, multi-family and commercial/residential.

See Section D. Zoning Standards for R/2-PUD, R/3-PUD and C/3-PUD zoning requirements.

3. Small Lot

The fabric of the neighborhood is made up of homes built on narrow 33 foot(min.) wide by 91.5 foot long lots (3020 s.f.). Houses with modest front yards face the street with garages located at the rear of each house, on alleys, with the exception of twelve single family lots that will have driveways accessed from the street. This arrangement, for the majority of the PUD, results in uninterrupted sidewalks and

makes the front entry and porch of each house the prominent feature - not the garage doors. On the lots that have street access, garages will be set back from the principal structures a minimum of 10 feet. Accessory dwelling units over detached garages can be used for home offices, apartments, a teenager's private space, or for care for an elderly parent.

4. Commercial

The commercial zone joins with the Roundhouse community center and Grand River Park to form Old Town Square at the heart of the neighborhood and serve as the focal point and landmark for the PUD. The community center will serve as the neighborhood gathering center as well as the for central mail pick-up. Locally owned commercial uses are planned to provide conveniences and amenities that will add to the quality of life in the PUD and surrounding neighborhoods in south Glenwood. A small grocery, coffee shop/cafe, day nursery center, and professional offices are located within short walking distance to every resident. Convenient pedestrian access to the Old Town Square will decrease the reliance on the automobile and reduce the traffic normally produced by typical residential developments.

5. Streets

The Cardiff Neighborhood PUD has a rectilinear pattern of streets and alleys designed to keep through-traffic off local neighborhood streets. Neighborhood streets are designed to provide equability for pedestrian comfort and automobile movement. Slowing the automobile and increasing pedestrian activity encourages the casual meetings that form the bonds of community. The local streets will be 22 feet, curb-to curb, and the collector streets will be 24 feet, curb-to-curb, a design that ensures slower traffic and safer pedestrian activity. With the exception of twelve perimeter lots, garage access will be from the alleys only, again, a design to reduce the impact of traffic.

6. Streetscape

Streets and streetscapes serve multiple purposes in the Cardiff Glen PUD including movement of automobile traffic and transit vehicles, pedestrian and bicycle pathways, areas of public interaction and areas for placement of street trees and landscaping. Streets are designed to balance the needs of all users and streetscape design is critical to this balance. The streetscape consists of at least four essential elements, including the paved section of the street, a planting strip for street trees, sidewalk and adjacent buildings. Pavement widths are reduced to 22 feet curb face to curb face on

the secondary streets and 24 feet curb face to curb face on the main collector streets to slow traffic. The network of interconnected streets and alleys disperses traffic and promotes efficient movement for all modes of transportation. Pedestrian activity is encouraged by providing uninterrupted sidewalks and appealing streetscape. Neighborliness is encouraged by placing houses with front porches and modest front yards close to sidewalks.

7. Parking

All off-street residential and commercial parking will follow and in fact exceed, the requirements of Article 070.050 with the exception of prohibiting recreational vehicle parking on-site. All single family detached, duplex residential units will be provided 2 parking spaces. Multi family units will be provided 2 spaces per units plus 1 guest space for every five units. Parking for residential units above the commercial will be provided at a rate of 1 space per studio unit, 1 space per one-bedroom unit and 2 spaces per two bedroom unit. Commercial parking will follow the Glenwood Springs Land Use Code Article 070.050.060.D.11. Guest parking has been dispersed throughout the neighborhood. Additional spaces above what is required for the commercial center have been located at Grand River Park. Small parking lots have been included at Summerville Park and at additional areas of open space where it is envisioned that

there will be a need. Within the residential blocks, guest spaces have been added parallel with the streets. These spaces will measure 8 feet by 25 feet. They will be recessed off the street by four and one half feet (the dimension of the planting strip) and will leave in excess of 18 feet of clear driving land. This has been reviewed with the fire marshal and approved. It is important to note that this reduced dimension only happens at the location of the guest parking which usually accommodates three cars and the balance of the road is 22 feet in width. Seasonal and recreational vehicles will not be allowed to park in the PUD and must be stored off-site.

Although our goal is to comply with the requirements of the underlying zoning, it should be understood that all commercial activity shall be designed to meet the needs of Cardiff Glen, and as such will not draw substantial non-neighborhood traffic. It is the applicant's belief that the parking provided within the Cardiff Glen PUD, while meeting the requirements of the underlying zoning will substantially exceed the practical requirements of this pedestrian neighborhood. This parking has been located on the 24 foot wide main collector street and has been designed as angle parking. Its full dimension has been accommodated in addition to extra space so

cars can back out of spaces without entering the main collector street.

8. Dedicated Parkland and Common Open Space

Formal and informal open space is located throughout the PUD. The design of the neighborhood gives priority to public space. These spaces enhance community activity, identity and civic pride. The neighborhood plan creates a hierarchy of useful public spaces: a formal Old Town Square, Midland Commercial Center adjacent to Grand River Park connected by a pedestrian walk with a narrow stream to Summerville Park at the north end of the property. Pedestrian and recreational trails connect ponds and a perimeter greenbelt with scattered parks and playgrounds. The entire PUD is interconnected by neighborhood sidewalks, and a greenbelt which promote walking, encourage informal meetings, and provide safe pedestrian and bicycle access to other open spaces or to destinations such as Sopris Elementary School, Glenwood Park PUD, Cardiff and adjacent playgrounds.

Dedicated Parkland: Summerville park will be dedicated to the City of Glenwood Springs as partial credit towards parkland dedication. Additionally, Studio 3 Land Company will commit to providing the funds necessary to construct a ball field on that park

at the time that the town constructs the ball fields at Sopris Elementary School.

Completing the required parkland dedication will be the west and south perimeter trails. This will bring the total dedicated parkland to 2.67 acres while 2.54 are required.

Common Open Space: The other large park, Grand River Park will be held as common open space by the Cardiff Glen Homeowners Association. This park will be left open so structured and unstructured activities can take place. This is envisioned as a park at which youth soccer can take place, as an example, as well as such passive activities as picnics or just tossing a baseball.

Each multi family parcel will be required to provide a minimum amount of open space (see zoning regulations for each multi family parcel's specific requirement) as well as a specific minimum amount of active open space. Within the active open space of each multi family parcel will be "tot lots" with play structures such as Timberform. These active areas in conjunction with the unstructured open space requirements for the multi family parcels will provide much needed area for multi family residents.

The combination of the common open space that has been identified as active, including Grand River Park, the multi family specific requirements for active open space and the interior trails, provides 4.43 acres of active open space. As this exceeds 50% of the code requirement for open space, this Planned Unit Development qualifies for a 50% reduction in dedicated parkland. The attached Parkland and Open Space Data provides the specific quantities required of this project by code and the quantities being provided. In each case, this development not only exceeds the code requirements, but has included those requirements into the zoning regulations.

Table 1
Park Land & Open Space Data

Park Land

	Acreage
Summerville Park	1.96
Tracts F-I	0.82
Total	2.78 acres
Park Land Required	2.54 acres
Total	**0.24 acres *over requirement***
Coke Oven Grant - $6,250.00	
Equivalent acreage	0.09 acres

Open Space

	Acreage
Grand River Park*	1.51 acres
Tracts B-D*	0.27
SF Lots	2.53
MF Lots*	1.95
Planting Strips	0.70
Miscellaneous*	0.26
Total	7.22 acres
Open Space Required	5.45 acres
Total	**1.77 acres *over requirement***

*Active Recreation Development to meet 50% Requirement

	Acreage
Grand River Park	1.51 acres
Tracts B-D	0.27
MF Lots @ 33% of Open Space	0.64
Miscellaneous(school access trail)	0.03
Total	2.45 acres
Active Space Required	2.54 acres
Total	**0.09 acres *under requirement***

Management/Maintenance and Ownership of Common Facilities: The proposal for **Cardiff Glen** includes the following:

a) All streets and sidewalks and rights-of-way will be dedicated to and maintained by the City.
b) All alleys will be owned and maintained by The Cardiff Glen Homeowners Association.
c) Summerville Park, and the 15-foot wide trail easements along County Road 116, and a 20-foot wide trail easement from County Road 116 north to Summerville Park, will be dedicated to and maintained by the City.
d) All common open space and trails within will be deeded to and maintained by The Homeowners Association.
e) All trails, with the exception of the City Bike Trail along County Road 116 and the trail from County Road 116 to Summerville Park, will be owned and maintained by The Cardiff Glen Homeowners Association.
f) The neighborhood recreation facility, The Roundhouse, will be deeded to and maintained by The Homeowners Association.

The following conditions will apply:

a) Common open space shall be deeded to the **Cardiff Glen** Homeowners Association which shall be established before any

residences are sold and membership shall be mandatory for each single family residence, for each multi-family residence as well as the neighborhood commercial units.

b) Open space restrictions shall be permanent.

c) The Homeowners Association shall be responsible for utilities, maintenance, liability insurance and taxes on open space and recreational facilities, as well as their share of the proposed river water irrigation system.

d) The Homeowner's Association shall have the power to levy assessments which can become liens on individual properties for the purpose of financing the operation and maintaining common facilities.

e) In the event that the organization established to own and maintain common open space, recreational areas or commonly owned facilities or any successor organization, shall at any time fail to maintain such areas or facilities in reasonable order and condition in accordance with the approved P.U.D. plan, the City may take action as provided by C.R.S. 24-67-101 et. seq. as amended.

f) Park land dedication is to be based on the code requirements ratio of 0.007 acres per resident of the proposed development and is computed as follows:

1) 3.5 residents per single family dwelling.
   3.5 x 30 A.D.U. + 91 single family dwellings x 0.007 = 2.964 ac.

2) 2.5 residents per multi-family dwellings.
   2.5 x 126 MF dwellings x 0.007 = 2.21 ac.

3) Commercial at 8% of the total gross area:
   7200 sq. ft. x 8% = 0.013 ac.

The total computed above is 5.19 acres. We propose that half of this park land dedication, 2.59 ac., be waived as allowed in section 070.030.140B in consideration of construction of a children's ball field in Summerville Park and The Roundhouse, a neighborhood community center, in Grand River Park.

It is anticipated that the open spaces will be developed on a proportional basis in each of the development's phasing The Midland Commercial Center will be completed in the final phase of construction. The Roundhouse, the neighborhood recreational facility, would be constructed in the final housing phase. Studio 3 Land Company will furnish the funds necessary to construct the

new ball field for use by the City when the school property recreation area is developed.

9. Pedestrian Improvements

All residential streets have been designed with 5 feet wide sidewalks set 5 feet off the pavement edge. The sidewalks that border the main collector roads will be widened to 8 feet on the commercial side.

The walkway that connects Grand River Park to Summerville Park will be 8 feet wide and will be owned and maintained by The Cardiff Glen Homeowners Association. This walk will maintain its elevation as it crosses the roads and the roads will ramp up to the walk elevation. This will provide a hierarchical advantage to the walkway system.

A trail system within 15 foot wide and 20 foot wide easements will border the site to the south and west respectively, and provide access around the site. This will be a softer surface trail (not concrete) consisting of either asphalt, recycled asphalt or crusher fines and will be approximately 5 feet in width. These easements will be dedicated to and maintained by the City.

10. Landscaping

School Access/Security: The current plan provides easements for pedestrian access at west end of Crawford Way. This will allow pedestrian access from the school to the project site. Studio 3 will work with the School District to establish the actual physical link so that unregulated access is prevented. The easements will simply allow us to carry out any future plan for an access link.

Perimeter Landscaping: The existing adjacent uses to the Cardiff Glen property are primarily residential in the Cardiff area and are as such compatible. However, to minimize the impact to these land owners, moderate levels of landscape screening will be provided. The Applicant has met with all adjacent property owners and developed an acceptable approach to providing visual impact mitigation and security. The same method of mitigation will be employed for the Sopris Elementary School, the Airport and the two adjacent private properties currently owned by Fred Weber and Mike Alsdorf. This will consist of natural clumps of spruce and/or pinon and aspen trees as well as native shrubs such as serviceberry, potentilla and scrub oak. A three rail, split rail fence will also be constructed to secure adjacent properties. In the case of the School, the fence will be augmented with a wire mesh inside the rail fence.

The intent of the landscaping is not to make Cardiff Glen disappear behind a wall of plant material but instead to soften the architectural impact of the new residences as well as provide the required levels of security.

Native plant material in natural clumps will be used (as opposed to lining aspen trees up on 30 foot centers). The levels of landscaping will, again, not be such as to make an attempt to make the development disappear, but instead soften the visual impact of the architecture. Grasses will be native seed mixes to minimize water consumption as well as provide a more natural appearance to the perimeter. This will only be varied in specific park areas. As an example, the main entry area to the neighborhood will be a manicured fescue lawn.

The Cardiff Glen PUD will incorporate several different hierarchies in landscape. Grand River Park will be designed to provide passive recreation space. This area will be landscaped with drought tolerant turf grass and native landscape plants such as cottonwoods and dogwoods along the ponds and streams, and aspen, spruce and crab apple as well as native shrubs throughout the areas. The stream walkways will receive cottonwood trees, dogwood and alder shrubs as well as a hard surface path.

The streetscape is one of the more important elements of the proposed development. All streets will be landscaped with street trees planted within the landscape area between the sidewalk and the road. Trees will be maple, planted approximately 30 feet on center and the ground will be seeded with a drought tolerant turf mix.

All residential units will be landscaped by the developer with a "starter" landscape. This will provide underground irrigation, sod and seed, trees and shrubs. By providing this level of landscaping for all units, residents are assured that the neighborhood will be finished and attractive. Obviously, adding to the landscape will be encouraged.

In an effort to conserve water consumption, all landscape areas will receive permanent underground irrigation systems. Additionally and most importantly, all plant material will be native and to the extent possible, drought tolerant.

11. Phasing Plan

The specific project phasing will be dictated by a market study currently being prepared and may be adjusted during construction by market pressures. However, at this time we can predict the conceptual construction phasing with some degree of accuracy. The primary area of variability will be in the quantity and price of units produced within any given year. With regard to infrastructure and parks/open space, the current phasing plan represents a fair degree of accuracy. This phasing plan describes each year of construction. The date at which construction starts cannot yet be determined as it is dependent on receiving approvals.

TABLE 2
Preliminary Phasing Plan

Phase 1	**Duration – 1 year**	
•	Infrastructure	Water and sewer line extensions to property line, Water and sewer main trunk lines within development, Front, Darrow, Teeters and Fanning Roads
•	Units	Approximately 50 units within Fanning and Teeters
•	Parks	Tot lot at MF – 1 Grade and seed Grand River Park Airport buffer and security fencing
Phase 2	**Duration - 1 year**	
•	Infrastructure	Crawford, Buffam, Breen, Shepards, Stockton Road Water and sewer within roads
•	Units	Approximately 50 Parks Tot lots at MF – 2, 3 and
Phase 3	**Duration – 1 year**	
•	Infrastructure	Newkirk Place, Winters Lane Water and sewer within roads
•	Units	Approximately 50
•	Parks	Tot lot at MF – 5 Final landscape at Grand River Park
Phase 4	**Duration – 1 year**	
•	Infrastructure	Culver Circle Water and sewer within road
•	Units	Approximately 50
•	Parks	Tot lot at MF – 6
Phase 5	**Duration – 1 year**	
•	Infrastructure	Complete
•	Units	Commercial center and residential units above, community center

Summerville Park will be developed in conjunction with the schedule for development of the School's ball fields. Studio 3 Land Company will commit funds by letter of credit, bond or cash to the City of Glenwood Springs prior to issuance of first building permit for Cardiff Glen.

12. Wildlife

Andrew Antipas Ecological & Environmental Consulting, LLC has prepared a wildlife evaluation for the Cardiff Glen site based upon Division of Wildlife information (Attached herein). This study concludes that the proposed development will not have a significant impact on wildlife. Additionally, it is the preference of the DOW to see infill development in existing developed areas, such as Cardiff, rather than the type of sprawl currently being developed in the Roaring Fork Valley with the development of ranches. Infill projects do not fragment habitat as sprawl does.

13. Irrigation

Irrigation will not employ domestic potable water but instead utilize raw water. In a joint effort with the City of Glenwood Springs, raw water will be pumped from the Roaring Fork River to storage ponds

on site, which will in turn provide pressurized water supply via a separate main line system to all residences. This system will be available to the School District and the City for future use.

14. Utilities

The respective utility companies have been contacted and have the ability and capacity to serve the proposed PUD, with the exception of water. The City of Glenwood Springs has agreed that treated water will be provided to the PUD upon construction of adequate water storage by the applicant on an adjacent hillside site. The new water storage facility, while a requirement for the Cardiff Neighborhood PUD will provide substantial benefit by means of increased water storage for the existing surrounding neighborhoods. The water main extension required of the Cardiff Neighborhood PUD will allow the City to provide improved water service to Cardiff residents currently serviced by the existing 2 inch line.

The applicant understands that there are currently identified off-site water and sewer service constraints. As such, the applicant agrees to work with the City towards an equitable solution to the upgrade of these systems.

15. Affordability

It is the intent of the applicant to provide both for-sale and rental housing that will be affordable to not only median income Glenwood employees, but employees that earn above and below the median income mark.

As the project is currently proposed, no deed restrictions will be placed on any real estate without subsidy. However, for any unit that receives a minimum 10% qualifying subsidy, a perpetual deed restriction will be placed upon that unit limiting its resale appreciation to CPI or 3%. The types of subsidy currently being pursued by Studio 3 are low and moderate income tax credit financing for the rental units, Community Development Block Grants (CDBG), energy assistance grants and, potentially, cash in lieu for affordable housing funds channeled from other local developments through the Housing Commission. Any subsidy dollar shall reduce the price of the subsidized unit by one dollar. The purpose of the proposed sales prices in this document is only to provide a baseline from which subsidies can be applied.

16. Airport Compatibility

The primary components of airport/residential compatibility are (a) noise (b) air space protection and (c) security.

a) **Cardiff Glen** has commissioned a noise impact assessment from Engineering Dynamics of Denver (see attached report dated October 26, 1998). The study shows that we have a very quiet airport with noise levels in the "normal conversation" level, and will therefore not require mitigation. However, the building mass of the multi-family buildings adjacent to the runway will further buffer the small level of noise significantly for the interior site buildings. Take-off noise occurs well down the runway and far enough from **Cardiff Glen** to not be objectionable.

b) We have designed the northerly area layout in an effort to address the 7:1 slope clearance advisory (see attached plan). The multi-family buildings adjacent to the runway are intended to be rental units, and while the noise study indicates levels well below the maximum recommended, residency in these units would not be affected by negative influences on ownership. All deeds for the development will contain language that the owner acknowledge the

existence of the airport.

A recent telephone conversation with Mr. Allan Wichmann, with the FAA District office in Denver, disclosed that the FAA has no control over this airport and that the 7:1 clear zone is not an FAA requirement, but simply a recommendation for safety purposes. He stated that the existing airport facilities penetrate the zone. The PUD zoning will provide for compliance with the FAR Park 77. (See attached zoning descriptions)

We request that the developer retain the right to increase the height of improvements and structures in the 7:1 clear zone if the airport is ever relocated and that this provision be included in the P.U.D. approval.

17. Miscellaneous Commitments

a) Studio 3 land Company has committed to deed-restrict a minimum of 20% of the proposed housing inventory conditional upon the City of Glenwood Springs sponsoring grant applications for the project. At a preliminary level at the Planning and Zoning Commission, the City has committed to sponsoring grant applications for the project. This will provide nearly 50 units to which a deed restriction will be applied. Studio 3 will generate an

Occupancy and Resale Deed Restriction for approval by the City of Glenwood Springs. This will be in the form of a Master Deed Restriction. Each individual purchaser of a deed restricted property will be required to sign a Memorandum of Acceptance that will then be attached to the Master Deed Restriction and recorded with the deed at the initial purchase. Studio 3 will act as real estate broker for the initial sales to ensure that the deed restrictions are filed. All future re-sales will be the responsibility of the City of Glenwood Springs or it's assignee.

The level of subsidy that will be required to generate 20% of the Cardiff Glen units to be deed restricted must be negotiated between Studio 3 and the City of Glenwood Springs. This commitment will culminate in a contract between Studio 3 and the City of Glenwood Springs and be included in the Subdivision Improvements Agreement. The level of subsidy required to result in a unit's deed restriction will be established as a per unit minimum, but no less than 10% of the Studio 3 Baseline Price. This minimum level of subsidy shall be established by reviewing the current "unrestricted" sale or rental price of a unit against the sale or rental price at which a purchaser is willing to accept a deed restriction. As an example, if two identical units are priced at $150,000.00 and one is unrestricted while one has an Occupancy and Resale Deed

Restriction, the deed restricted unit will have no market appeal. The point at which that unit becomes acceptable to a purchaser as a deed restricted unit will establish the minimum level of subsidy required to deed restrict that specific unit.

The project as proposed offers an incentive to the City and the Housing Commission to be involved in securing subsidies as this will result in the perpetual deed restriction of units. In all likelihood, the level of subsidized units (and subsequently deed restricted units) will substantially exceed the 20% mark. All subsidies will be pursued by Studio 3 and thus eliminate the manpower requirements for the City of Glenwood Springs. The City will however, need to participate as a conduit, via its signature, to secure some or all of the pursued subsidies. Other levels of subsidy may come directly from the City such as fee waivers. In either scenario, these subsidies will be applied dollar for dollar to unit sales prices.

The proposed unit prices are presented as a baseline for the application of subsidy dollars only. This price structure is presented in 1998/99 dollars and will be adjusted according to local inflation. The specifics of how many units receive subsidy and as such, a deed restriction, will depend on the nature and the amount

of the subsidy.

It is the goal of Studio 3 to continue to work with the City, the State and the Housing Commission, as we have done to date, to create units that fall into a price or rental structure that is not currently available in Glenwood Springs or the surrounding area. All work done to date on this development, from the design of the lotting plan, to the architecture, to the financing, has been done with the singular purpose of creating affordable housing. As a result, at this time, with no subsidy, more than 85% of the project falls within the definition of affordable as stated by the Housing for Tomorrow Commission and the City of Glenwood Springs.

In summary, the affordable housing components of the Cardiff Glen development are as follows;

- Current projected pricing for the Cardiff Glen units provide for more than 85% of the project to fall within the City's definition of "affordable" (based on the 80% to 150% median income presented by the Housing for Tomorrow Commission),
- Studio 3 will pursue, with the cooperation of the City of Glenwood Springs, subsidies for application to Cardiff Glen,

- All subsidy money will be applied, dollar for dollar, to the reduction of sale/rental prices of units,
- All units that receive a minimum qualifying subsidy of at least 10% of the projected Studio 3 baseline price will have an Occupancy and Resale Deed Restriction filed on the property.

Housing Data Table

Unit Type	Unit Size	A Assumed Household Size	B No. of Units	C Studio 3 Baseline Price	D Min. Annual Income	E % of Med. Income	F 80% Med. Income See Table Below	G Monthly Income	H Target Affordable Price	I Difference
Studio/C	440	1	4	$85,000	$25,526	85%	$24,150	$2,013	$80,420	$4,581
1-BR MF/C	880	2	4	$120,000	$36,036	104%	$27,800	$2,317	$92,574	$27,426
2-BR MF/C	1,200	3	6	$135,000	$40,541	104%	$31,050	$2,588	$103,397	$31,604
2-BR MF	800	3	31	$125,000	$37,538	97%	$31,050	$2,588	$103,397	$21,604
2-BR MF	1,100	4	31	$150,000	$45,045	104%	$34,550	$2,879	$115,052	$34,949
3-BR MF	1,250	4	50	$175,000	$52,553	122%	$34,550	$2,879	$115,052	$59,949
3-BR SF	1,350	4	60	$215,000	$64,565					
4-BR SF	1,600	4	31	$230,000	$69,069					
TOTAL			217			103% Average				

A Used to determine the affordable income level. Assumption is based upon Unit Size.
B Units proposed to be built by Studio 3.
C Studio 3 baseline sales price before any subsidy.
D Minimum income required for baseline priced unit.
E Baseline price as a percentage of Area Median Income for corresponding household size.
F 80% of Area Median Income.
G Monthly Income at 80% of Area Median Income.
H Affordable housing price for 80% of Area Median Income.
I Difference between Studio 3 baseline price and Affordable Housing price.

1998 Garfield County Household Income Data

		Household Size 1	2	3	4	5	6	7	8
Median Income	100%	$30,200	$34,750	$38,600	$43,200	$46,600	$50,050	$53,500	$57,000
Moderate Income	80%	$24,150	$27,800	$31,050	$34,550	$37,300	$40,050	$42,800	$45,600
Low Income	60%	$18,100	$20,700	$23,300	$25,900	$27,950	$30,000	$32,100	$34,150
Very Low Income	50%	$15,100	$17,250	$19,400	$21,600	$23,300	$25,050	$26,750	$28,500
Extremely Low Income	30%	$9,050	$10,350	$11,650	$12,950	$13,950	$15,000	$16,050	$17,050

b) Studio 3 Land Company has committed to provide six thousand, two hundred and fifty dollars ($6,250.00) towards the preservation of the coke ovens located on County Road 116. This money will be provided to the Historical Society.

c) Studio 3 Land company has committed to improve County Road 116 from the intersection of Four Mile Road to the eastern most PUD intersection (Darrow Street). These improvements will include widening the asphalt platform, widened shoulders, drainage improvements and the trail adjacent to the road.

d) As previously stated, Studio 3 Land company has committed to provide funding for the construction of the ball field at Summerville Park; while this is not required, the project otherwise meets it's for open space and parkland. Funding for this ball field will be provided directly to the City of Glenwood Springs.

e) We agree to Mr. Gambrel's comments regarding transformer and water locations, equipment and labor costs and roadway conditions. There will be street lights in the development. We will meet with Mr. Gambrel to discuss what type of fixture would be acceptable. We will also meet with him to discuss the issue of our share of the cost to upgrade and bury the main overhead line on Country Road 116.

f). We will construct a 3-rail split-rail fence along the common airport property line that will limit pedestrian access to the airport, as approved by the Airport Committee. The fence will be maintained by the City of Glenwood Springs.

CARDIFF GLEN
PLANNED UNIT DEVELOPMENT

ZONING STANDARDS
R/2 – PUD
Single Family Residential

I. Uses

A. Permitted Uses:

1. Single-family Dwelling
2. Two-family Dwelling (duplex)
4. Accessory Dwelling Unit (ADU)
5. Open Space/Parks
6. Pedestrian and bicycle trails
7. Minor Home Occupation as defined under Section 070.010.010 "Home Occupation".

II. Minimum Lot Sizes

A. Residential

1.	Single Family Dwelling	3,000 Square feet
2.	Two-family Dwelling(duplex)	6,000 Square feet (Two lots combined)

III. Off-Street Parking

A. Residential

1.	Single Family Dwelling	2/unit
2.	Two-family Dwelling(duplex)	2/half duplex
3.	ADU	1/unit

4. Seasonal and recreational vehicles are not allowed to park in the PUD and must be stored off-site.

IV. Setbacks

A. Residential

1. Single Family Dwelling

Front Yard	10 feet
Rear Yard	10.5 feet
Side Yard	3 ft.min./10 feet total 10 feet on street side
Side Yard (Corner lots)	10 feet on street side, 5' on common lot side

2. Two-family Dwelling(duplex)

Front Yard	10 feet
Rear Yard	10.5 feet
Side Yard	0 feet at common wall/10 feet total
Side Yard (Corner lots)	10 feet on street side, 5' on common lot side

3. Combined or zero lot-line garages or outbuildings permitted where two adjacent property owners agree in writing.

V. Building Height

Measured in accordance with Sections 070.010.010 Definitions "Building Height", and "Maximum Building Height".

A. Residential

1. Single Family Dwelling 30 feet
2. Two-family Dwelling(duplex) 30 feet
3. 77 "Objects Affecting Navigable Airspace", whichever is more restrictive.

VI. Maximum Floor Area

A.	Residential	1 square foot of gross building area per 1 square foot of lot area (1:1)
B.	Accessory Dwelling Unit	300 s.f. min., 500 s.f. max. excluding garage space.

C.	Maximum Lot Coverage	60% of lot area as defined by Section 070.010.010 "Lot Coverage".
D.	Exclusions	In accordance with Section 070.010.101 "Floor Area".
VII.	**Maximum Density**	14 dwelling units per acre

ZONING STANDARDS
R/3 – PUD
Multi-family Residential

I. Uses

A. Permitted Uses:

1. Single family dwelling
2. Two-family dwelling
3. Multi-family dwelling
4. Open Space/Parks
5. Pedestrian and bicycle trails
6. Minor Home Occupation

II. Minimum Lot Size 6,000 Square feet

III. Off-Street Parking

A. Residential

1.	Multi-family Dwelling	2/unit 1 guest space per 5 units
2.	Single Family Dwelling	2/unit
3.	Two-family Dwelling(duplex)	2/half duplex
4.	ADU	1/unit

5. Seasonal and recreational vehicles are not allowed to park in the PUD and must be stored off-site.

IV. Open Space Requirements per Multi-family Parcel

A. Common Open Space. Each multi-family parcel shall be required to provide the following quantities of *common open space* in accordance with Section 070.010.010 "Common Open Space".

Lot 92	17,587 s.f.
Lot 93	3,002 s.f.
Lot 94	2,644 s.f.
Lot 95	26,216 s.f.
Lot 96	35,351 s.f.

B. Active Open Space. Each multi-family parcel shall be required to provide the following quantities of useable *active open space* within and inclusive of the Common Open Space Requirements of Paragraph A. above in accordance with Section 070.070.030.B.

Lot 92	5,804 s.f.
Lot 93	991 s.f.
Lot 94	873 s.f.
Lot 95	8,651 s.f.
Lot 96	11,666 s.f.

V. Setbacks

A. Residential

1. Multi-family Attached

Front Yard	20 feet
Rear Yard	10 feet
Side Yard	10 feet per building 15 feet on street side

2. Single Family Dwelling

Front Yard	10 feet
Rear Yard	10.5 feet
Side Yard	3 ft.min./10 feet total 10 feet on street side
Side Yard (Corner lots)	10 feet on street side, 5' on common lot side

3. Two-family Dwelling(duplex)

Front Yard	10 feet
Rear Yard	10.5 feet
Side Yard	0 feet at common wall/10 feet total
Side Yard (Corner lots)	10 feet on street side, 5' on common lot side

VI. Building Height Measured in accordance with Sections 070.010.010 Definitions "Building Height", and "Maximum Building Height".

A. Residential

1.	Single Family Dwelling	30 feet
2.	Two-family Dwelling(duplex)	30 feet
3.	Lots 92, 93 & 96	40 feet
4.	Lots 94 & 95: 40 feet or as restricted by FAR Part 77 "Objects Affecting Navigable Airspace", whichever is more restrictive.	

VII. Maximum Floor Area

A.	Residential	1 square foot of gross building area per 1 square foot of lot area (1:1)
B.	Open Space	Refer to Paragraph IV above for Open Space Requirements

VIII. Maximum Density 35 Units per gross acre

ZONING STANDARDS
C/3 – PUD
Commercial / Residential

I. Uses

A. Permitted Uses:

1. Multi-family Dwelling
2. Open Space/Parks
3. Pedestrian and bicycle trails
4. Minor Home Occupation
5. Commercial
   a. Day Nursery
   b. Food and beverage service (25 seat maximum)
   c. Professional office
   d. Grocery
   e. Personal service establishment as follows: barber shop or beauty shop, laundromat or laundry serving individuals, shoe repair shop, tailor shop and other similar services.

   Commercial uses shall be located on the first floor only with the exception of professional office which can be located on the second floor. All commercial buildings shall have residential uses on the second and or third floor where applicable.
6. Schools
7. Transit Facility
8. Indoor Commercial Recreation Use

II. Minimum Lot Size 10,000 Square feet

IV. Off-Street Parking

A.	Commercial	per Article 070.050.060.D.11.
B.	Multi-family above Commercial	1 per studio unit 1 per 1-bedroom unit 2 per 2-bedroom unit 1 guest space per 5 units

C. Seasonal and recreational vehicles are not allowed to park in the PUD and must be stored off-site.

IV. Setbacks

A. Commercial / Residential

Front Yard	5 feet
Rear Yard	5 feet
Side Yard	5 feet

V. Building Height Measured in accordance with Sections 070.010.010 Definitions "Building Height", and "Maximum Building Height".

A.	Commercial / Residential	40 feet

VI. Maximum Floor Area

A.	Commercial / Residential	1 square foot of gross building area per 1 square foot of lot area (1:1)

E. Exhibits

1. Soils & Foundation Investigation
2. Airport Noise Assessment
3. Wildlife Considerations
4. Summary of Development Standards/Home-owners Covenants

CARDIFF GLEN
PLANNED UNIT DEVELOPMENT

Summary of Development Standards/Homeowners Covenants

All buildings in Cardiff Glen will be required to be varied and articulated to provide visual interest for pedestrians. A combination of the following identifying features are encouraged:

- Combinations of smaller masses, two story with one story elements.
- Gabled and/or hipped roofs with cross gables, gabled inset or hipped dormers.
- Moderate to steep roof pitches with overhanging eaves.
- Front entry and windows facing the street.
- Partial, full width or wrapped one story front porches.
- Focal windows, bay windows, door and window surrounds of human scale.
- Balconies, stoops, covered walkways, raised dooryards.
- Uniform setbacks from street for all single family areas.
- Minimum of two parking spaces for single family dwellings with alley access

Primary Building on Single Family Lots

- The minimum dwelling size shall be 800 s.f.
- The maximum dwelling size shall be 3000 s.f.
- The primary residence must orient toward the street.
- Entry walks shall be constructed of concrete, pavers or natural stone.
- Entry elevation must be approximately at street level unless terrain requires changes.

Homeowners Covenants

The Cardiff Glen Subdivision is a mix of single family, multi-family and neighborhood commercial areas and each will have their own protective covenants and by-laws. The following highlights will be helpful in understanding how Cardiff Glen functions. The Executive Board of the Association will manage the affairs of the Homeowners Association. The Covenants are written to protect the Homeowners and to insure the quality of the subdivision. Rules will be developed for maintenance, use, occupancy, leasing, landscaping, light, noise, signs, and other activities. All construction within the development, with the exception of parkland dedicated to the City, is subject to review and approval by the Development Review Committee, including primary buildings, outbuildings, fences and walls, landscaping, driveways and parking. All construction must be in conformance with the Development Standards and all standards of the City of Glenwood Springs Municipal Zoning, and Building Codes.

Accessory Dwelling Units

The developer will designate lots that will be permitted to construct ADU's. ADU's will be over the garage or attached to the primary residence. Maximum area shall be 440 s.f. Either the residence or ADU must be owner-occupied by either the owner, his relative, employee of Glenwood Springs, or the entire property may be rented as a single unit with a minimum rental period of nine months.

Permitted Roofs and Gutters

- Pitches of 8:12 or greater for all gabled or hipped roofs on primary single family, multi-family and commercial buildings.
- Shed roofs with 4:12 minimum to 8:12 maximum pitch used as porch coverings or building appendages.
- Flat roofs permitted only if not visible from street.
- Symmetrical front or cross gables; side gables only with additional dormers.
- Symmetrical front or cross hipped roofs.
- Gabled, hipped, inset or similar dormers.
- Overhangs a minimum of 6".
- Skylights, vent stacks, solar panels not visible from the street.
- Roofs with wood shingles, composition shingles, sheet metal or corrugated panels in dark earth-tone colors, non-reflective.

Yard Requirements - Single Family

- Front yard setback - 10 ft.
- Side yard setback -10 ft total.
- Side yard setback for corner lots –10 ft. on street side, 5 feet on common lot side.
- Rear yard setback in alley - 10'-6'
- Combined or zero lot-line garages or outbuildings permitted where two adjacent property owners agree in writing.

Basements

- Allowed in single family, multi-family and commercial areas, subject to site specific soil analysis.

Landscaping

- Treated City water not permitted for irrigation.
- Lot owners to maintain the landscape strip in front of their property.
- No identical houses are allowed to be built without two dissimilar houses between in the same block or facing the same street.

Permitted Mass and Scale

- Primary building mass or approximately 800 s.f. minimum to approximately 1200-1700 s.f. maximum.
- Larger projects divided into building masses with transitions.
- Building entrances similar in scale to those seen in traditional neighborhoods.

Permitted Exterior Materials

- Horizontal or vertical board siding, wood shingles, corrugated metal.
- Stone or brick veneer.
- Stucco or other synthetic stucco-type materials where material occupies less than 60% of total exterior surface.

Building Requirements

- Maximum building height:

Single family	30 ft.
Multi-family	40 ft.
Commercial/MF	40 ft.

- Maximum number of stories:

Single family	2-1/2
Multi-family	3
Commercial/MF	3

- Maximum floor area ratio 1:1
- Minimum landscaped open space 20%
- Minimum parking for single family 2 cars
- Parking required at alley access only where lots abut an alley.

Allocated Interest

The proportionate share of common expense liability and votes allocated one per single family or neighborhood commercial homesite and one and one-half per each duplex homesite.

Assessments

Are based upon an annual budget of common expenses in accordance with the allocated interest of each owner.

Common Expenses

Includes maintenance and repair of the irrigation system, ditches and ponds, fencing, management and administration of the HOA, costs of Development Review Committee, insurance, alley maintenance and repair, open-space trail

easements, neighborhood center facility, and any other expenses incurred by the Association.

Easements

All restrictions for the fences, irrigation system, ditches, ponds, alleys, rights-of-way, trails, parks and emergency services will be established and detailed in the final plat.

Irrigation

All exterior water must be with the irrigation system owned and operated by the HOA. The irrigation system will use water rights owned by the City of Glenwood Springs. Use will be restricted.

Lease Restrictions

All leases must be in writing and are subject to all rules of the HOA.

Neighborhood Commercial/Home Occupancy

The Midland Commercial Center is designed for a combination of residential use with retail commercial, offices or personal service use and will be subject to all rules of the HOA.

Parking Restrictions

All access to parking in the single family lots (except Lots 1-10, 90 & 91, and multi-family Lots 93 & 94) must be through the alley. All single family lots will have a minimum of two on-site parking spaces.

No resident parking will be allowed on the subdivision streets.

No recreational vehicles or boats will be allowed in Cardiff Glen.

On-street parking will be allowed only in designated areas and will be limited to 72 hours.

No overnight parking will be allowed at Summerville Park or Grand River Park.

Community Center

Ownership, maintenance, taxes and insurance shall be the sole responsibility of the *master* Cardiff Glen Homeowners Association.

engineering dynamics

October 26, 1998

Mr. John Baker
Studio 3 Land Co.
1001 Grand Ave.
Glenwood Springs, Colorado 80601

FAX PAGE 1 OF 4
1-970-928-9709

Voice: 1-970-928-9704

RE: QUOTE FOR AIRCRAFT NOISE ASSESSMENT
GLENWOOD AIRPORT RESIDENTIAL PROJECT

Dear Mr. Baker:

Engineering Dynamics, Inc. has completed an Airport noise impact assessment for the proposed Park East PUD and the Cardiff Neighborhood PUD, located on the East and West sides of the Glenwood Springs Airport.

1.0 Background

The proposed residential developments are directly East and West of the Glenwood Springs Airport.

1.1 Measurement Locations

One 24-hour A-weighted statistical noise measurement was performed at two locations on the property. The measurement locations were;

Measurement Location 1 - Park East PUD 200' from the Northeast corner of the Airport property, on the Airport property line.

Measurement Location 2 - Park East PUD 1000' from the Northeast corner of the Airport property, on the Airport property line.

Measurement Location 3 - Cardiff PUD, 500' from the Northwest corner of the Airport property, on the Airport property line.

1.2 Measurement Dates

Measurements were made at all three sites from 9pm Thursday October 15, 1998 to 9am Monday October 19, 1998. The DNL data is reported for Friday, Saturday and Sunday October 16, 17 and 18, since 24-hours of hourly Leq data was obtained for these three days.

2.0 Applicable Standards

Department of Housing and Urban Development U.S. Department of Housing and Urban Affairs (HUD) defines acceptability of land used for residential development to be Normally Acceptable when the measured DNL < 65 dB(A). Residential areas with an Day-Night Level (DNL) < 65 dB(A) comply with the Normally Acceptable Criteria for residential development, areas that have DNLs ≥ 65 and ≤ 75 dB(A) are considered Normally Unacceptable, and areas that have DNLs ≥ 75 dB(A) are considered Unacceptable.

3925 south kalamath street
englewood, colorado 80110
(303) 761-4367 • fax (303) 761-4379

engineering dynamics

The FAA uses the DNL 65 dB(A) Normally Acceptable Limit, to apply to residential developments. Residential developments that are within the DNL 65 contour are unacceptable. Residential developments between the DNL 60 and 65 dB(A) contours are acceptable, but with more robust construction to mitigate exterior aircraft noise.

NOTE: During a sample period the Sound Pressure Level (SPL) or noise level fluctuates up and down, if we were to perform an energy average of the fluctuating levels throughout the sample period (i.e. find the area under the curve). The Energy Equivalent Level (Leq) is simply equal to the constant noise level, over the same time period, that would have the same area under the curve. The DNL is the logarithmic average of the daytime (7am to 10pm) and the nighttime (10pm to 7am) Leq's, with a ten dB(A) penalty added to the nighttime Leq.

3.0 Typical Noise Levels

Table 3.1 lists instantaneous A-weighted Sound Pressure Levels (SPLs)/ noise levels of some typical events.

Table 3.1: A-weighted SPLs of Typical Events/Activities

Event or Activity	dB(A)
Threshold of Hearing	0
Inside Recording Studio	15
Quite Rural Night	30
Soft Whisper at 6' and Quiet Suburban Night	35
Rustle of Leaves at 6'	40
Quiet Urban Daytime	50
Normal Conversation at 3'	60
Vacuum Cleaner at 10'	70
Crowded Restaurant and Noisy Urban Daytime	75
Lawn Mower at 3'	85
Nightclub	100

NOTE: For the average human an increase of the measured noise level of 10 dB is 'Subjectively Perceived' as being twice as loud or half as loud for a 10 dB decrease. The decibel change at which the average human will indicate that the noise is just perceptibly louder or perceptibly quieter is 3 dB.

4.0 Measured Data

4.1 DNL and Hourly Leq Data

Results of the 72-hour A-weighted Leq and DNL noise measurements are shown in Tables 4.1. Inspection of the data in Table 1 shows the following;

engineering dynamics

a. The average DNL at any of the three sites is less than 60 dB(A).

b. The DNL 60 and 65 noise contours are located on airport property and do not extend into the proposed residential areas.

c. Based on the results of 'a' and 'b' both residential areas fall within the HUD Normally Acceptable Limits.

4.2 Background Noise Levels

Background noise levels across both sites are in the range of 45 to 50 dB(A) during the daytime hours and 32 to 38 dB(A) during the nighttime hours.

4.3 Impact from S.H. 82 Traffic Noise

During the measurement period observation of background noise sources in the area of the proposed developments showed that the dominant source was vehicle traffic on S.H. 82.

Typical automobile traffic noise levels for the Park East PUD range from 45 to 50 dB(A), with truck noise levels peaking from 60 to 75 dB(A).

Typical automobile traffic noise levels for the Cardiff Neighborhood PUD range from 42 to 47 dB(A), with truck noise levels peaking from 60 to 70 dB(A).

5.0 Conclusions

Based on results of Section 4.0 the proposed residential developments, Park East and Cardiff Neighborhood PUDs are not within the DNL 60 or 65 Noise Contours around the Glenwood Springs Airport.

NOTE: It is not uncommon in Eastern and Western states of the U.S. to have residential developments built right up to the property line of a small airport, such as the Glenwood Springs Airport. This is not a typical occurrence in Colorado because the population is not as high as in other parts of the U.S.

If you have any questions, please contact me at our Englewood office.

Sincerely,

ENGINEERING DYNAMICS, INC.

Stuart D. McGregor
Vice President

engineering dynamics

Mr. Baker
October 26, 1998
Page 4 of 4

Table 4.1: A-weighted Hourly Leq and 24-hour DNL Data

Time	Site 1			Site 2			Site 3		
	Day 1	Day 2	Day 3	Day 1	Day 2	Day 3	Day 1	Day 2	Day 3
0	40.6	43.2	42.9	41.[illegible]	43.6	43.0	39.0	41.9	41.2
1	41.2	42.[illegible]	43.1	42.1	42.9	43.4	39.4	41.5	41.6
2	41.0	41.0	41.1	41.3	41.8	42.3	39.4	39.6	39.9
3	42.9	41.5	40.8	43.6	42.5	41.5	41.1	40.0	39.7
4	44.0	44.4	39.7	44.5	44.5	41.2	42.5	43.3	38.1
5	50.8	45.8	43.2	50.1	46.1	43.6	48.9	44.4	41.3
6	57.5	47.8	44.1	55.5	47.6	44.6	56.0	46.2	42.7
7	57.3	50.[illegible]	55.2	59.9	50.6	53.9	55.6	48.7	53.6
8	61.1	51.6	55.4	67.9	52.3	54.0	59.9	50.3	53.4
9	54.9	60.2	63.6	60.2	56.0	64.8	53.6	59.1	61.9
10	67.5	55.8	60.9	61.[illegible]	53.9	68.3	65.5	54.0	59.[illegible]
11	55.3	55.3	55.5	53.2	54.[illegible]	56.0	53.6	54.0	53.9
12	52.8	53.4	60.4	52.1	57.[illegible]	58.2	51.7	51.9	58.8
13	53.7	63.1	56.0	56.7	64.3	56.1	52.1	61.7	54.2
14	53.7	56.1	59.0	52.9	56.9	58.9	52.4	55.1	57.9
15	54.4	53.5	58.4	53.2	52.2	57.7	52.6	51.9	57.3
16	54.4	52.6	55.8	53.8	50.6	53.9	52.7	52.5	53.8
17	55.3	52.9	56.5	54.8	51.6	57.0	53.3	50.2	55.0
18	52.4	52.3	56.4	53.[illegible]	52.0	55.7	51.6	52.1	54.9
19	52.2	50.6	49.9	52.2	50.9	50.[illegible]	50.2	49.3	48.4
20	50.3	49.7	48.1	49.7	50.0	48.2	48.4	47.8	47.0
21	49.4	47.6	47.7	49.4	47.6	48.3	47.7	46.6	46.2
22	48.7	46.8	48.9	49.1	46.9	46.1	46.8	45.2	44.9
23	46.5	45.2	43.[illegible]	46.3	45.[illegible]	43.4	45.3	43.8	41.3
DNL	59.0	55.5	56.5	59.4	55.5	58.4	57.3	54.1	55.0

Andrew Antipas
Ecological & Environmental Consulting, LLC

11/20/98

Tom Stevens
Stevens Group
580 Main St.
Carbondale, CO 81623

Reference: Cardiff Glen
Wildlife Considerations

Dear Mr. Stevens,

Based on the condition of the site, adjacent land uses, and city zoning it is my opinion that the proposed subdivision will not significantly impact wildlife resources. On November 13, 1998 I visited the Cardiff Glen site in order to inspect the existing habitat and adjacent land uses. I also reviewed the Colorado Division of Wildlife's database through a search I requested from the Garfield County Planning Department's GIS coordinator.

The following letter describes the results of my site observations and review of the CO Division of Wildlife mapping for the subject property. Also enclosed is a project location map and two site photographs, which should orient the reader and give them a sense of the sites characteristics.

Property Description

The 22 acre parcel is bordered by the Glenwood Airport to the northeast, the Sopris Elementary School to the west, and sparsely developed steep terrain to the south. Vegetation on the site is dominated by big sagebrush and a mixture of grasses.

A portion of the site appears to have been disturbed in the past as if it might have been graded at one point and used as a parking or storage area. It appears that there is gravel (road base?) distributed on the site. However, the size of the sagebrush indicate that the area has been undisturbed for a number of years.

Recent mule deer sign was observed on site in the form of fresh hoof prints and scat. The deer may access the Roaring Fork River through the site. Plus, there is suitable vegetation on site for the deer to eat. The sagebrush plant community is also a good indicator that the site does not hold snow very long in the winter, which would make it good winter habitat. However, there is not a lot of cover for big game.

The site is surrounded on three sides with human development, and it is my understanding that the Federal Aviation Administration (FAA) has regulations regarding wildlife activities near airports. Encouraging wildlife activity near the runway is a safety hazard and should be discouraged.

Colorado Division of Wildlife Mapping

Colorado Division of Wildlife mapping indicated that the subject property consisted of winter range and overall range for mule deer. Plus, the project area falls within bald eagle winter range and black bear overall range.

The CO Division of Wildlife defines Winter Range as "that part of the overall range of a species where 90 percent of the individuals are located during the average five winters out of ten from the first heavy snowfall to spring green-up, or during a site specific period of winter as defined for each Data Analysis Unit (DAU)."

0285 Crystal Circle, Carbondale, CO 81623 970-963-8297 aantipas@sopris.net

The CO Division of Wildlife also lists a disclaimer for their wildlife maps. The disclaimer reads as follows: "Care should be taken in interpreting these maps. The activity areas portrayed here are a graphic representations of phenomena that are difficult to reduce to two dimensions. Animal distribution is fluid, animal populations are dynamic, and either may vary considerably from what is shown here."

Conclusions

The study area does fit the typical description for mule deer winter range. However, based on adjacent land use, some of which strongly conflict with wildlife activity, the development of this site will not significantly impact wildlife habitat.

Even though the area is mapped as bald eagle winter range the site is well off the Roaring Fork River and there are no suitable roost sites available, which is likely due to the airport maintaining a clear zone at the ends of the runways. Many of the western slope mountain communities fall within black bear habitat. The bears are our neighbors and new residents need to be educated to discourage bears from visiting neighborhoods. Usually garbage attracts the animals, so homeowners need to be encouraged to store trash out of harms way.

Developing this site within the Glenwood Springs city limits is an opportunity to reduce suburban sprawl. In addition, this site is filling the gaps between existing development, which is significantly better from a wildlife perspective than developing rural sites. Given the presence of the airport, elementary school, and established subdivision this site is in keeping with surrounding land use.

However, the term "urban" is relative to the type of city we are talking about. Large quantities of public land are located in close proximity to our western slope communities. Clearly, deer frequent the study area, and if there are deer you can certainly expect a variety of other wild animals in the area like coyote, fox, raccoons, bear, and skunk.

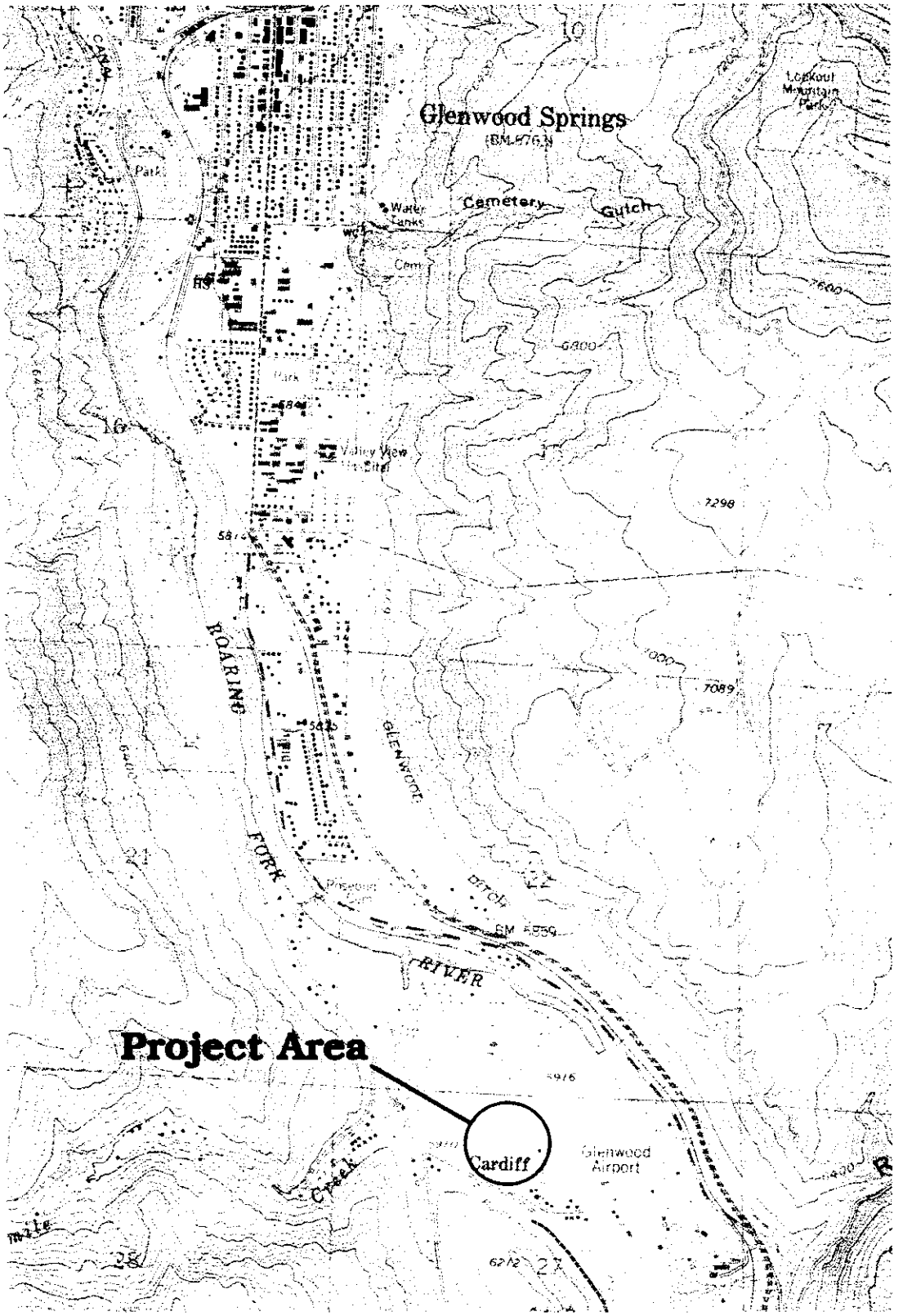
Therefore, home owners need to be educated so they are sensitive to wildlife concerns. Trash should be stored in such a way in order to eliminate the temptation to bears, raccoons, and skunks. Dogs and cats should be kenneled and not allowed to roam. Dogs and cats can have a significant impact of wildlife especially in the winter. The homeowners association should consider instituting regulations which recognize wildlife issues that are part-and-parcel with living on the western slope.

If I can provide any additional information, or answer any questions you might have, please do not hesitate to call. Thank you for the opportunity to serve you.

Very truly yours,

Andrew Antipas, manager

PROJECT LOCATION MAP



USGS Glenwood Springs Quadrangle
Photorevised 1987
Scale: 1" = 2,000'

FIGURE 1

Photo 1. Cardiff Glen Site. Looking northwest

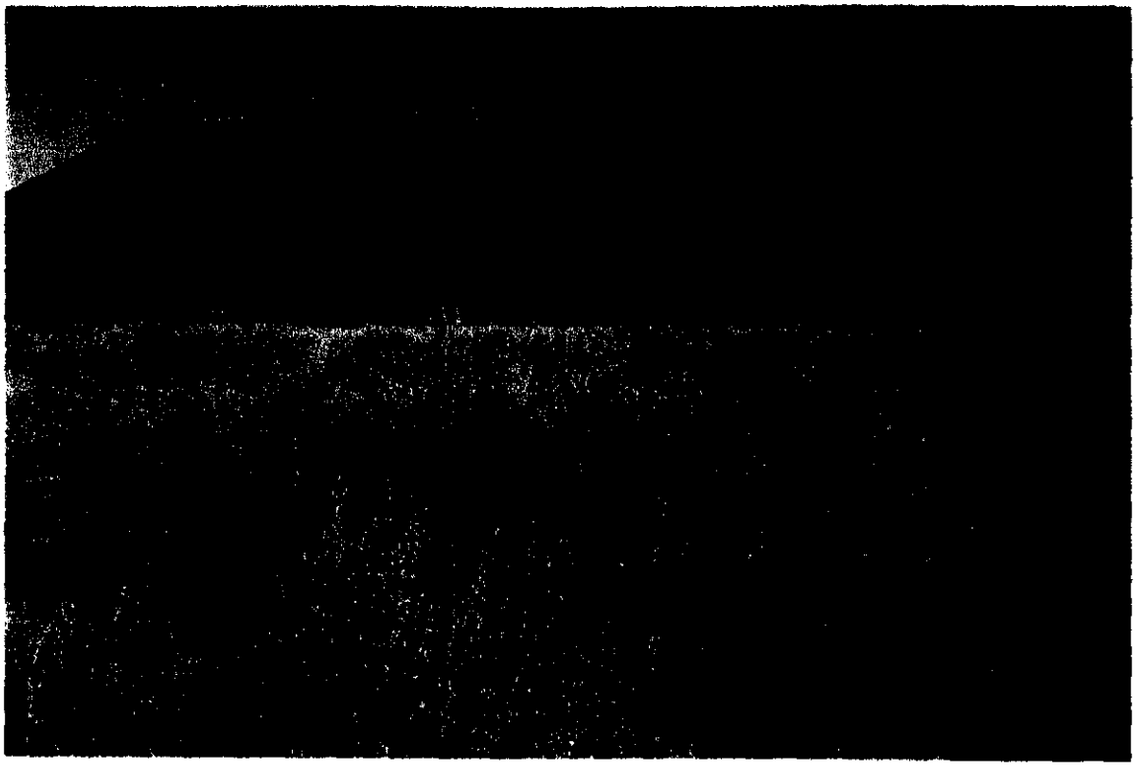


Photo 2. Gardiff Glen Site. Looking north.

Garfield County Planning Department GIS Resources:
Colorado Division of Wildlife WRIS Data Checklist for: Park East,

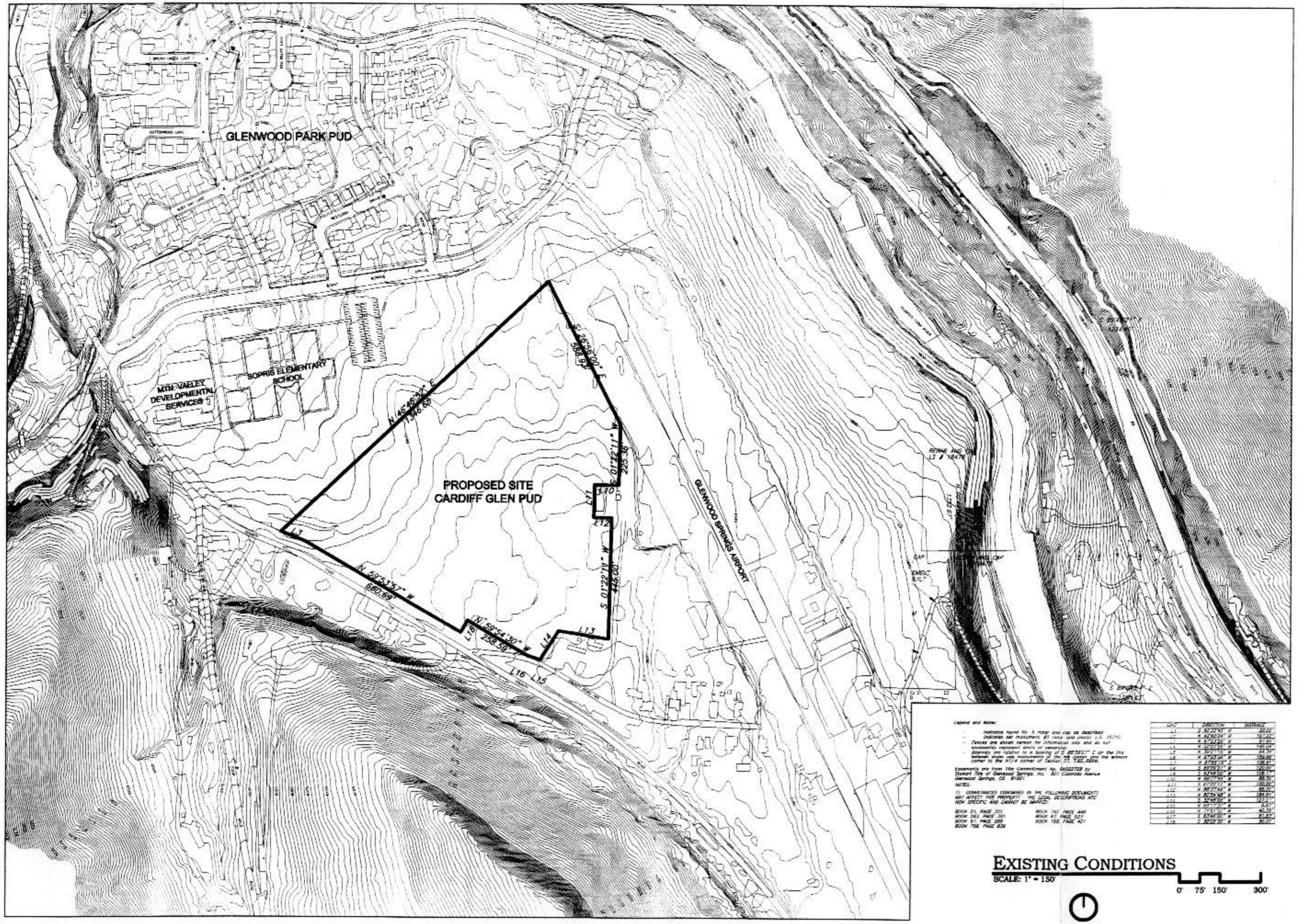
Cardiff site, Andy Antipas. – Rob Hyks 11-16-98

Rob Hykys, GIS Analyst., garcopin@rof.net 970-945-8212, FAX: 970-945-7785 6/17/98 10:39 AM

Note: *For interpretation of this data, contact Division of Wildlife, Grand Junction, Pam Schnurr, Wildlife Biologist at 970-297-1192.*

Wildlife habitat lies:	Entirely in Area	Partly in Area	Within 1 Mile	Out of Area
Bald Eagle Active Nest Site				✓
Bald Eagle Winter Range	✓			
Black Bear Overall Range	✓			
Black Bear Human Conflict				✓
Black Bear Fall Concentration Area				✓
Black Bear Summer Concentration Area				✓
Bighorn Migration Patterns				✓
Bighorn Overall Range				✓
Bighorn Winter Range				✓
Bighorn Winter Concentration Area				✓
Bighorn Summer Range				✓
Bighorn Production Area				✓
Boreal Toad				✓
Canada Goose Brood Concentration Area				✓
Canada Goose Feeding Area				✓
Canada Goose Production Area				✓
Canada Goose Wintering Area				✓
Canada Goose Winter Concentration Area				✓
Chukar				✓
Colo River Cuthroat Trout				✓
Elk Migration Corridors				✓
Elk Winter Range			✓	
Elk Winter Concentration Area				✓
Elk Severe Winter Range			✓	
Elk Overall Range			✓	
Elk Summer Range			✓	
Elk Summer Concentration Area				✓
Elk Production Area				✓
Golden Eagle Nest Site			✓	
Golden Eagle Nest Unknown Status				✓
Great Blue Heron Nesting Area				✓
Kitfox Potential Habitat				✓
Kitfox Field Sightings				✓
Lynx				✓
Mule Deer Migration Patterns			✓	
Mule Deer Winter Range	✓			
Mule Deer Winter Concentration Area			✓	
Mule Deer Severe Winter Range			✓	
Mule Deer Overall Range	✓			
Mule Deer Summer Range			✓	
Mule Deer Resident Population Area				✓
Mule Deer Highway Crossing			✓	
Native Fish – MTN WHITEFISH, MOTTLED SCULPIN, FLANNELMOUTH SUCKER, BLUE-HEAD SUCKER			✓	
Osprey Active Nest Site				✓

Wildlife habitat lies:	Entirely in Area	Partly in Area	Within 1 Mile	Out of Area
Peregrine Falcon Active Nest	—	—	—	✓
Peregrine Falcon Nesting Area	—	—	—	✓
Peregrine Falcon Migratory Hunting Habitat	—	—	—	✓
Pronghorn Antelope Overall Range	—	—	—	✓
Pronghorn Antelope Winter Range	—	—	—	✓
Pronghorn Antelope Winter Concentration Area	—	—	—	✓
Ptarmigan Potential Habitat	—	—	—	✓
Raptors - GOLDEN EAGLE, LONG EARED OWL	—	—	✓	—
Razorback Sucker	—	—	—	✓
River Otter Overall Range	—	—	✓	—
Sage Grouse Brood Area	—	—	—	✓
Sage Grouse Overall Range	—	—	—	✓
Sage Grouse Production Area	—	—	—	✓
Sage Grouse Winter Area	—	—	—	✓
Wild Turkey Overall Range	—	—	✓	—
Wild Turkey Production Area	—	—	—	✓
Wild Turkey Winter Range	—	—	—	✓
Wild Turkey Winter Concentration Area	—	—	—	✓
Wild Turkey Roosting Sites	—	—	—	✓
Willow Flycatcher Potential Significant Habitat	—	—	—	✓
Wolverine Possible Sighting	—	—	—	—


GLENWOOD PARK PUD
MTN. VALLEY DEVELOPMENTAL SERVICES
SOPRIS ELEMENTARY SCHOOL
PROPOSED SITE
CARDIFF GLEN PUD
GLENWOOD SPRINGS AIRPORT
S 26°56'20" E
508.19'
N 46°46'24" E
1346.60'
S 01°12'11" W
283.36'
S 01°22'11" W
445.00'
N 59°53'37" W
660.69'
N 59°54'30" W
258.59'
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L49

PUD CONTEXT PLAN

SCALE: 1" = 150'

0' 75' 150' 300'

Studio 3
LAND COMPANY, LLC

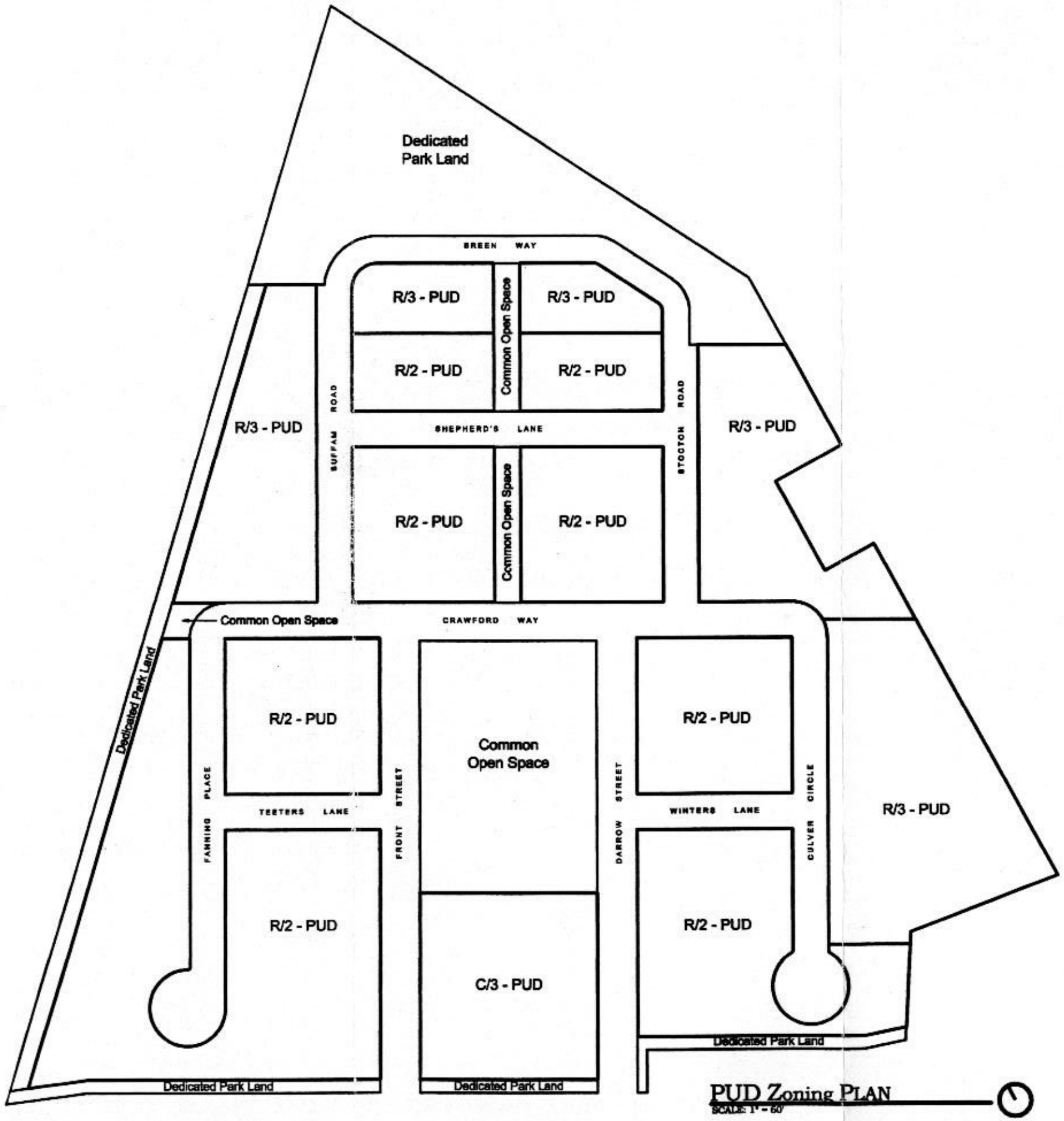
CARDIFF GLEN

PLANNED UNIT DEVELOPMENT
Glenwood Springs, Colorado

REVISIONS

JOB NUMBER 9803
DATE 12-10-98
DRAWN BY JRB
CHECKED BY

SHEET NUMBER
2
OF 5 SHEETS



PUD Zoning PLAN

SCALE: 1" = 60'

Studio 3
LAND COMPANY, LLC

CARDIFF GLEN

PLANNED UNIT DEVELOPMENT
Glenwood Springs, Colorado

REVISIONS

JOB NUMBER 9803
DATE 12-10-98
DRAWN BY JRB
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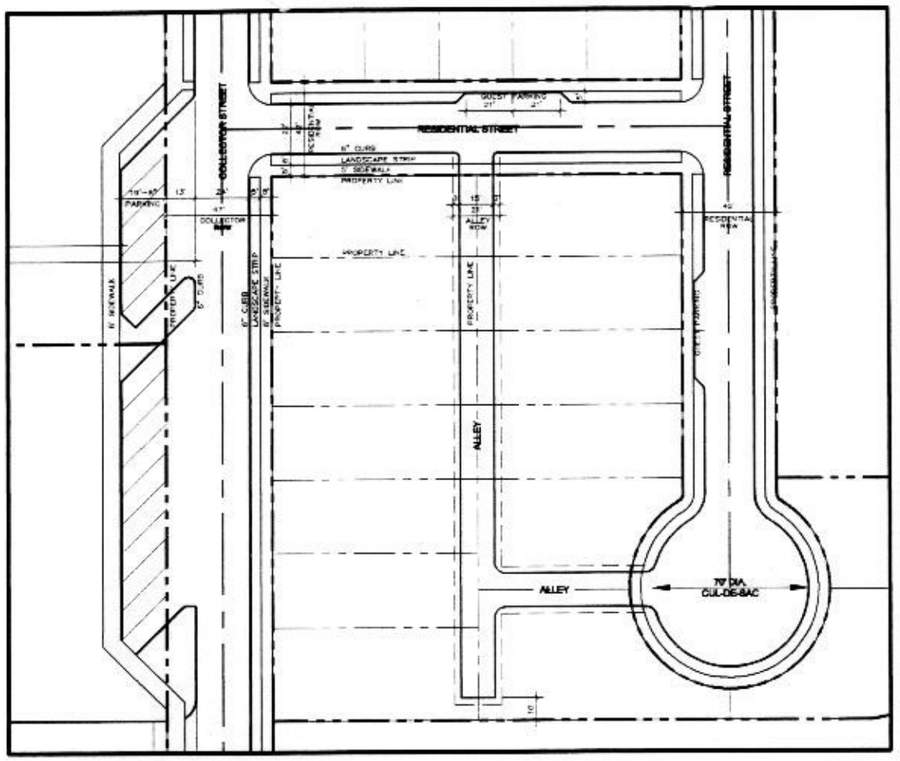
SHEET NUMBER
3
OF 5 SHEETS



TYPICAL DIMENSIONS

SCALE: 1" = 30'

LOT DATA

Single Family Lots

Lot No.	Area(s.f.)	Lot No.	Area(s.f.)
1	11,246	49	3,019
2	4,629	50	3,019
3	5,329	51	3,019
4	5,525	52	3,019
5	5,045	53	3,019
6	4,566	54	3,019
7	4,732	55	3,019
8	4,090	56	3,340
9	4,746	57	3,340
10	4,110	58	3,019
11	6,046	59	3,019
12	4,529	60	3,019
13	3,019	61	3,019
14	3,019	62	3,019
15	3,019	63	3,019
16	3,019	64	3,019
17	3,019	65	3,019
18	3,340	66	3,340
19	3,340	67	3,843
20	3,019	68	3,019
21	3,019	69	3,019
22	3,019	70	3,019
23	3,019	71	3,843
24	3,019	72	3,843
25	4,324	73	3,019
26	4,049	74	3,019
27	3,843	75	3,019
28	3,019	76	3,843
29	3,019	77	3,798
30	3,019	78	3,019
31	3,843	79	3,019
32	3,843	80	3,019
33	3,019	81	3,019
34	3,019	82	3,019
35	3,019	83	3,340
36	3,843	84	3,340
37	3,340	85	3,019
38	3,019	86	3,019
39	3,019	87	3,019
40	3,019	88	3,835
41	3,019	89	4,958
42	3,019	90	4,774
43	3,019	91	4,018
44	3,019		
45	3,019		
46	3,340		
47	3,340		
48	3,019		

Multi-Family Lots

Lot No.	Area(s.f.)
92	43,120
93	13,706
94	11,955
95	46,347
96	69,808

Commercial Lot

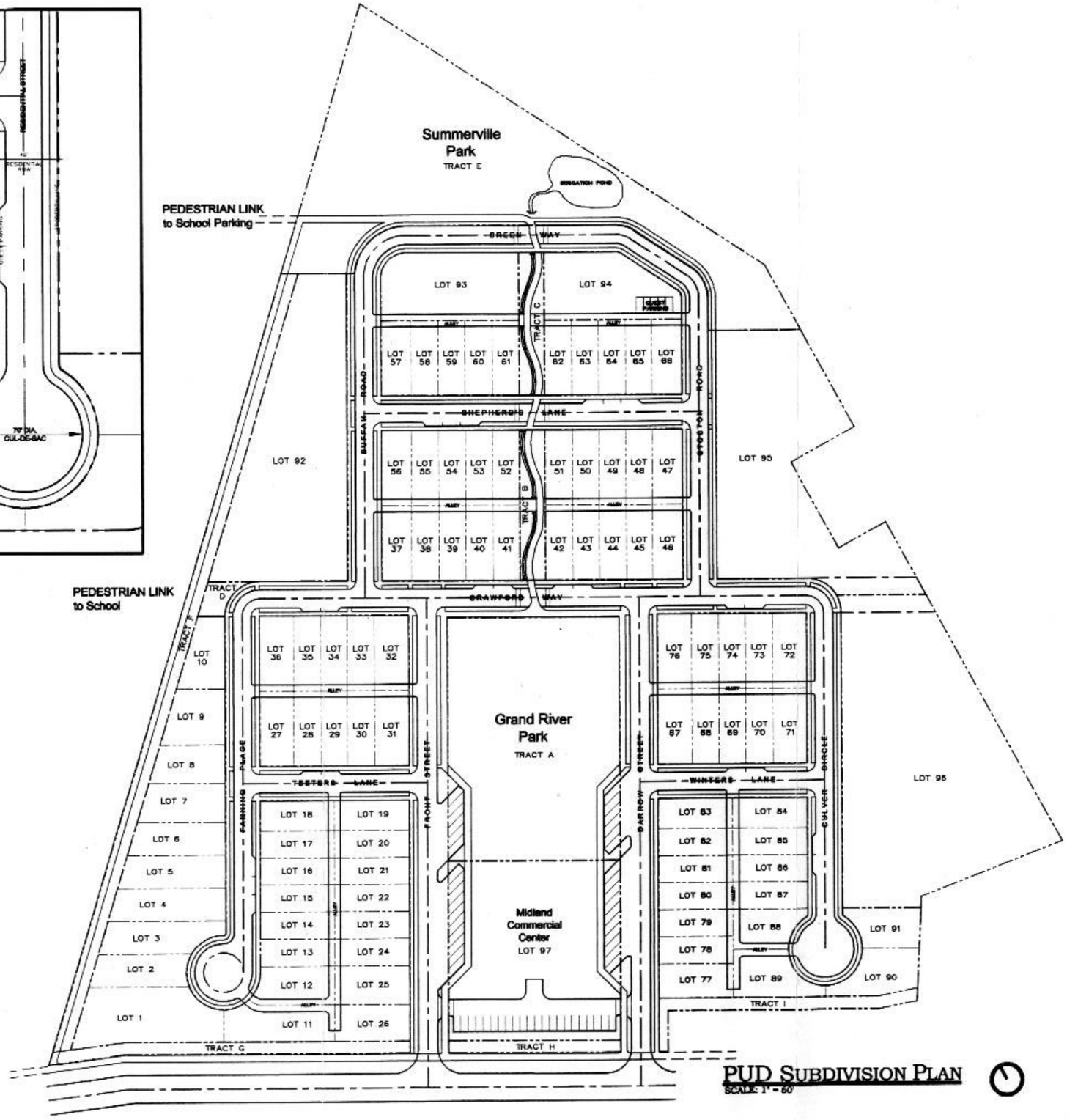
Lot No.	Area(s.f.)
97	45,930

Common Open Space Tracts

Tract	Area(s.f.)
A	63,220
B	5,673
C	5,394
D	1,514

Dedicated Park Land Tracts

Tract	Area(s.f.)
E	85,219
F	19,721
G	6,616
H	3,152
I	5,313



PUD SUBDIVISION PLAN

SCALE: 1" = 60'

Studio 3
LAND COMPANY, LLC

CARDIFF GLEN

PLANNED UNIT DEVELOPMENT

Glenwood Springs, Colorado

REVISIONS

JOB NUMBER 9803
DATE 12-10-98
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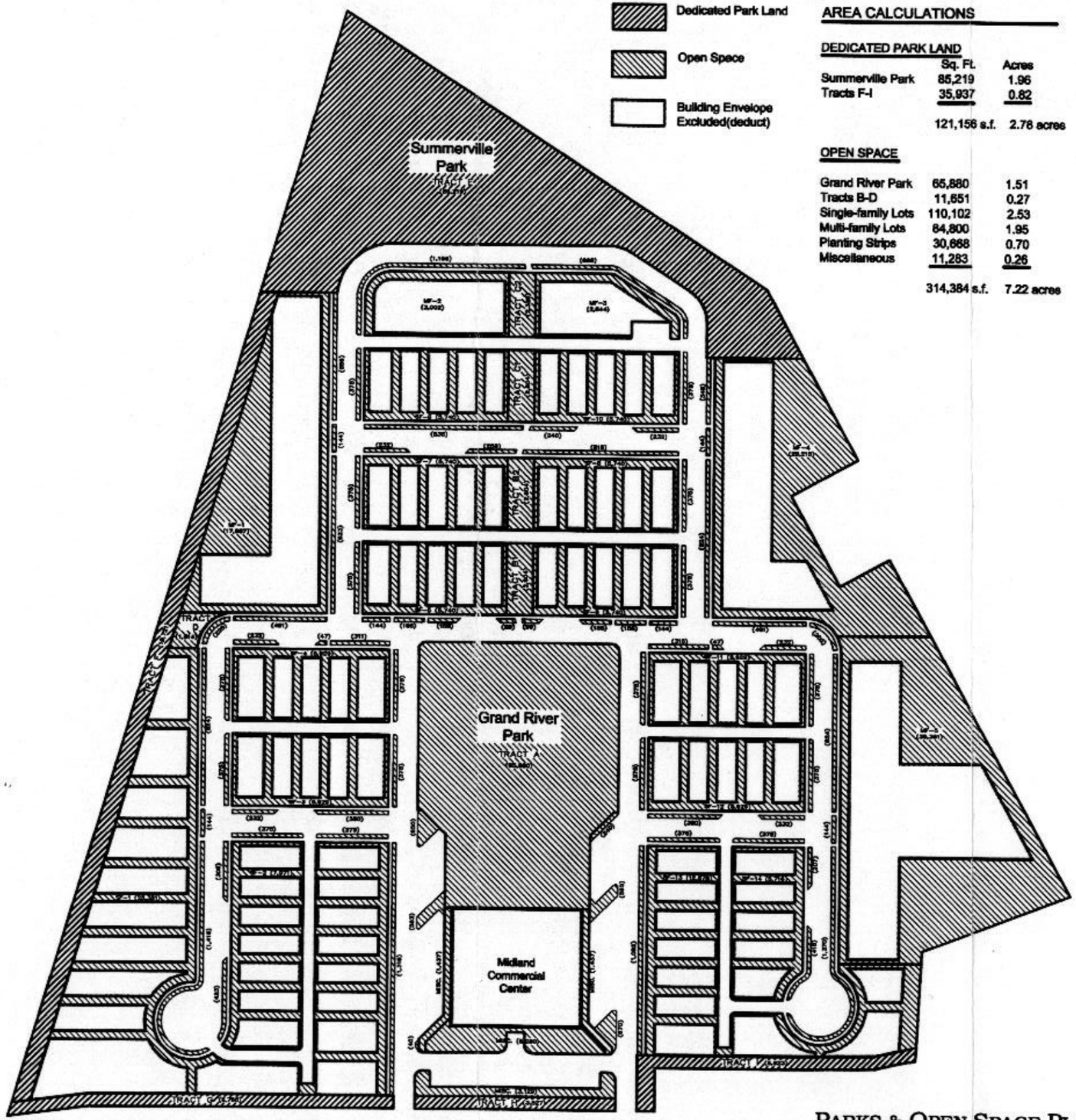
OF 5 SHEETS



AREA CALCULATIONS

DEDICATED PARK LAND

	Sq. Ft.	Acres
Summerville Park	85,219	1.96
Tracts F-I	35,937	0.82
	121,156 s.f.	2.78 acres

OPEN SPACE

Grand River Park	65,880	1.51
Tracts B-D	11,651	0.27
Single-family Lots	110,102	2.53
Multi-family Lots	84,800	1.95
Planting Strips	30,668	0.70
Miscellaneous	11,283	0.26
	314,384 s.f.	7.22 acres

PARKS & OPEN SPACE PLAN

SCALE: 1" = 60'

Studio 3
LAND COMPANY, LLC

CARDIFF GLEN

PLANNED UNIT DEVELOPMENT
Glenwood Springs, Colorado

REVISIONS

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SHEET NUMBER
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OF 5 SHEETS

ZONING STANDARDS
R/3 – PUD
Multi-family Residential

I. Uses

A. Permitted Uses:

1. Single family dwelling
2. Two-family dwelling
3. Multi-family dwelling
4. Open Space/Parks
5. Pedestrian and bicycle trails
6. Minor Home Occupation

II. Minimum Lot Size 6,000 Square feet

III. Off-Street Parking

A. Residential

1.	Multi-family Dwelling	2/unit 1 guest space per 5 units
2.	Single Family Dwelling	2/unit
3.	Two-family Dwelling(duplex)	2/half duplex
4.	ADU	1/unit

5. Seasonal and recreational vehicles are not allowed to park in the PUD and must be stored off-site.

IV. Open Space Requirements per Multi-family Parcel

A. Common Open Space. Each multi-family parcel shall be required to provide the following quantities of *common open space* in accordance with Section 070.010.010 "Common Open Space".

Lot 92	17,587 s.f.
Lot 93	3,002 s.f.
Lot 94	2,644 s.f.
Lot 95	26,216 s.f.
Lot 96	35,351 s.f.

B. Active Open Space. Each multi-family parcel shall be required to provide the following quantities of useable *active open space* within and inclusive of the Common Open Space Requirements of Paragraph A. above in accordance with Section 070.070.030.B.

Lot 92	5,804 s.f.
Lot 93	991 s.f.
Lot 94	873 s.f.
Lot 95	8,651 s.f.
Lot 96	11,666 s.f.

V. Setbacks

A. Residential

1. Multi-family Attached

Front Yard	20 feet
Rear Yard	10 feet
Side Yard	10 feet per building 15 feet on street side

2. Single Family Dwelling

Front Yard	10 feet
Rear Yard	10.5 feet
Side Yard	3 ft.min./10 feet total 10 feet on street side
Side Yard (Corner lots)	10 feet on street side, 5' on common lot side

3. Two-family Dwelling(duplex)

Front Yard	10 feet
Rear Yard	10.5 feet
Side Yard	0 feet at common wall/10 feet total
Side Yard (Corner lots)	10 feet on street side, 5' on common lot side

VI. Building Height Measured in accordance with Sections 070.010.010 Definitions "Building Height", and "Maximum Building Height".

A. Residential

1.	Single Family Dwelling	30 feet
2.	Two-family Dwelling(duplex)	30 feet
3.	Lots 92, 93 & 96	40 feet
4.	Lots 94 & 95: 40 feet or as restricted by FAR Part 77 "Objects Affecting Navigable Airspace", whichever is more restrictive.	

VII. Maximum Floor Area

A.	Residential	1 square foot of gross building area per 1 square foot of lot area (1:1)
B.	Open Space	Refer to Paragraph IV above for Open Space Requirements

VIII. Maximum Density 35 Units per gross acre

EXHIBIT "A"

PINNACLE DESIGN CONSULTING GROUP, INC.
805 BUCK POINT ROAD
CARBONDALE, CO 81623

SOLSTICE TOWNHOMES
LOT 95 & LOT 96 CARDIFF GLEN P.U.D.
PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST FOR PUBLIC IMPROVEMENTS

MATERIAL QUANTITIES & COSTS

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUB-TOTAL
Sidewalk along Culver to Stocton to Crawford				
Mobilization	1	LS	$2,000.00	$2,000.00
Clearing and Grubbing	3450	SF	$1.25	$4,312.50
Storm Water Management Plan	1	LS	$1,600.00	$1,600.00
Geotechnical Testing	1	LS	$600.00	$600.00
Unclassified Excavation	180	CY	$32.00	$5,760.00
5' Sidewalk (4" thickness)	2725	SF	$8.00	$21,800.00
5' Sidewalk (6" thickness)	540	SF	$10.00	$5,400.00
ADA Ramp	340	SF	$20.00	$6,800.00
Sidewalk along east property line of Lot 96				
Mobilization	1	LS	$750.00	$750.00
Clearing and Grubbing	2670	SF	$1.25	$3,337.50
Storm Water Management Plan	1	LS	$1,600.00	$1,600.00
Geotechnical Testing	1	LS	$600.00	$600.00
Unclassified Excavation	200	CY	$32.00	$6,400.00
5' Sidewalk (4" thickness)	1910	SF	$8.00	$15,280.00
5' Sidewalk (6" thickness)	285	SF	$10.00	$2,850.00
ADA Ramp	80	SF	$20.00	$1,600.00
Fire Hydrant on Lot 96				
Fire Hydrant Assembly w/ 22' of 6" CL 52 D.I.P	1	LS	$7,800.00	$7,800.00
Total Cost				**$88,490.00**

#15-18 – Solstice Townhomes (Lot 95 and Lot 96 Cardiff Glen Planned Unit Development), Rezoning to PUD (amendment to existing PUD), Major Site/Architectural Plan Review, and Preliminary Plat.

Community Development Review Comments/List of Necessary Revisions

Cover Sheet

-As previously request, please identify public improvements in the public facilities statement provided such as public sidewalks, utilities, and/or anything being dedicated to the public (i.e parking along Stockton Road, etc.).

Project Summary Table (and related questions)

-As previously requested, please call out the required number of parking spaces as 64.
-Please call out the maximum/minimum/required numbers for various features such as height (for both R/3 PUD and the airport), parking, etc. in addition to the proposed numbers provided.
-As previously requested, please call out the required amount of active open space (outlined below) the amount provided onsite.
-As previously requested, please call out and depict the actual active open space amenities proposed for lot 96 (a dog walk/path has been mentioned in past) that equal the required 7,000 square feet.

Common and Active Open Space Areas

Lot 95 – Common Open Space to be 19,246 sq. ft.
Active Open Space to be 17,302 sq. ft.

Lot 96 – Common Open Space to be 21,210 sq. ft.
Active Open Space to be 7,000 sq. ft.

-As previously requested, please call out snow storage for Lot 95. You can supplement this with a removal/storage contract from an outside company if desired). Please clarify.

Preliminary Plat

-Please revise the note regarding the widths of streets to specify "existing" streets.

Site Plan

-As previously requested, please revise the dashed setbacks line adjacent to building 1 to depict 15 feet as is required by the R/3 PUD. Also, please call out the proposed setback for each building to the nearest adjacent property boundary.
-As previously requested, please revise the location of building 1 to meet the required/requested setbacks.
-As previously requested, please depict and label sight triangles at all street and driveway/street intersections.
-It appears the sidewalk along Culver Circle does not connect to the intersection of Ripple Lane (ingress) therewith. Please clarify/revise as previously requested.
-The sidewalk alignment along Ripple Lane between buildings 2 and 3 may create a potential hazard for pedestrians as vehicle maneuver in/out of building 2. Please clarify/revise.

-The four on-street spaces proposed along Stockton Road adjacent to Spirit Mountain Park does not seem to be to scale. Additionally, a sidewalk is not provided to the northern end of the property. Please clarify/revise.
-Is there an easement associated with the water line depicted at the southernmost property line? Please clarify/depict its width as previously requested.

Architectural Plans
-As previously requested, please depict and call out exterior lighting for building 3.
-As previously requested, please call out the pitch of the gross gables/crickets on various sheets.
-The floor plan for building 3 depicts the water/fire connections incorrectly as "laundry". Please revise.
-On all elevations, should beams be located along the end of elevated porches/decks on end units? Please clarify/revise.

Landscape Plan
-As previously requested, please provide information regarding the amount of seed per acre and total quantity for all areas of proposed revegetation.
-As previously requested, please provide a separate symbol for each different plant species.
-As previously requested, please depict and label sight triangles at all street and driveway/street intersections.
-Please correct the number of shrubs table provided to accurately represent plantings depicted.

CITY OF GLENWOOD SPRINGS ENGINEERING

CITY OF GLENWOOD SPRINGS

Engineering Department

Engineering Department

Jessica Bowser
Asst. City Engineer

Date: November 12, 2018

To: Tent Hyatt, Senior Planner

Re: Solstice Townhomes Construction Document 2nd Review

Please see the following comments from Engineering for Review of the Solstice Townhomes Construction Documents.

1. Engineering 2nd Review: Resolved.
2. Engineering 2nd Review: Resolved.
    a. Engineering 2nd Review: Resolved.
    b. Engineering 2nd Review: Resolved.
    c. Engineering 2nd Review: Resolved.
    d. Engineering 2nd Review: Resolved.
    e. Engineering 2nd Review: Resolved.

3. The drainage report is not stamped. Include the affirmation in the stormwater section of the engineering standards and stamp the report as it is final. Please also review the requirement of Chapter 4 and verity that all items listen under the report section are included.
   Response from developer: Stamped Final Drainage Report - included in 10/22/18 Submittal. All applicable items found in Engineering Standards, Chapter 4, have been included and addressed.

   Engineering 2nd Review: Almost resolved. Please move the affirmation and stamp to the front of the document.

    a. Engineering 2nd Review: Resolved.

    b. The drainage report assumes a C value based on the development type for basins B-1 and B-2. Those assumed C values for land use are only to be used when estimating regional detention for PUD's. Actual impervious areas should be calculated at the time of development using the actual impervious proposed. Any increase in the allowed impervious for the regional detention (or retention in this scenario) per the original report should be detained within the lot. Additionally, the report uses a composite C value of 0.543 for all of Basin B. This is the C value used to calculate the allowable runoff from Basin B to the retention area. Please provide a calculated C value and determine if runoff has increased from the assumptions included in the previous report. If the total discharges from the site are higher, then additional detention on site will be required.
       Response from developer: Drainage Report and C Values – The revised drainage report now reflects proposed impervious areas. Since the proposed "Q" values are less than in the Banner Associates Drainage report, we discussed that no additional detention would be required except on the east side of Lot 96. There is no overflow assumption(detention) in the design. Any additional site observations and reporting can be provided in the development phase of the project. Ian Hause observed site percolation and performance of existing drainage appurtenances every three days during 12 consecutive days of measurable rainfall in October 2018 at Cardiff Glen. Soils percolated, and facilities performed.

Engineering 2nd Review: The C values provided do not reflect the soil type. Refer to USDCM for the Soil Type B. With the corrected C values and the % impervious provided in the report, some basins do increase on what was assumed in the original report. Additionally, the basins are not labeled accurately in the report. There are two "Lot 96 East Basins".

New Comments:

Verify the impervious/Previous areas in the new development. it appears that what is labeled in the plans does not match the report in some places.

After further review of the Banner (March 1, 1999) report, a verification of the drainage that is assumed to go to the detention in Grand River Park should be evaluated. The areas provided on the original report were not hatched or demarcated with the location of assumed uses. The soil type also was not considered when the composite "c" value was calculated.

c. Indicate where water quality is provided on site.
Response from developer: Water Quality on site will placed and managed as shown on the EROSION CONTROL/CMP PLAN. Also, as per the CDPHE Permit and Exhibits (pending) and on-site compliant and Best Management Practices. Water Quality will be provided via the on-site detention areas.

Engineering 2nd Review: Permanent water quality is required on site. I think that it is mostly met by the existing regional detention, grassy swales, and sand filter basin, but please indicate so as required by the COGS Engineering Standards section 4 that discussed WQCV and the criterion.

d. Engineering 2nd Review: Resolved.
e. Engineering 2nd Review: A basin was delineated. This was resolved.

4. The plans are deficient in many areas. Please refer to the engineering standards for addition guidance. Below is a basic summary of major missing items, but is not all inclusive and doesn't guarantee constructability of the site:

a. All Sheets:
   i. Legend
   Response from developer: Legend – Completed, as applicable or otherwise noted.

   Engineering 2nd Review: Not addressed, but items are identified in a better manner.

   ii. Page numbers
   Response from developer: Page numbers - Completed and shown.

   Engineering 2nd Review: Some pages are numbered, but the plan set does not have a consistent numbering that is cohesive.

   iii. Engineering 2nd Review: Resolved.
   iv. Engineering 2nd Review: Resolved.
   v. Engineering 2nd Review: Resolved.

b. Cover Sheet:
Response from developer: Cover Sheet Notes – See revised Cover Sheet

i. Engineering 2nd Review: Resolved.

ii. Benchmark

Engineering 2nd Review: Not addressed.

iii. New Comment: The Index does not match the plan set I was provided. Landscaping plans were included after the architectural plans.

c. Missing an existing conditions/demolition sheet

Response from developer: Existing Conditions/Demolition Plan - sheet included in submittal.

Engineering 2nd Review: A survey is included. The survey (existing conditions) does not indicate any existing curb and cutter, driveway cuts, etc, as well as any removals necessary for the improvements proposed. Item such as tree removal and asphalt overcut for the installation of curb cuts and utility trenches should be considered in the demolition plan.

d. Site Plan:

Response from developer: Site Plan – See revised Site Plan

i. Engineering 2nd Review: Resolved.

ii. Engineering 2nd Review: Resolved.

iii. This plan doesn't seem to match other plans (i.e. sidewalk locations, ADA ramps, etc.)

Engineering 2nd Review: Not resolved. Architectural plans do not represent some of the improvements shown on the Civil Plans accurately.

iv. Engineering 2nd Review: Resolved.

v. Engineering 2nd Review: Resolved.

vi. Engineering 2nd Review: Resolved.

vii. Stationing of the proposed road

Engineering 2nd Review: Not resolved.

viii. Engineering 2nd Review: Resolved.

ix. Parking dimensions

Engineering 2nd Review: Not resolved.

x. Engineering 2nd Review: Resolved.

xi. Label basis of bearings

Engineering 2nd Review: Not resolved.

xii. Engineering 2nd Review: Resolved.

xiii. Reference details

Engineering 2nd Review: Not resolved.

1. Curb and Gutter

2. Typical sections

3. Driveway Pans/Cuts

4. ADA Ramps

New Comment: correct the detail or add additional detail for the Ramp on the corner of Stockton Road and Cardinal Way.

e. Landscaping Plan:

Response from developer: Landscaping Plan – See Revised Landscape Plan

i. Engineering 2nd Review: Resolved.
ii. Engineering 2nd Review: Resolved.
iii. Engineering 2nd Review: Resolved.

f. Lot 95 Grading and Drainage Plan:

i. Engineering 2nd Review: Resolved.

ii. Contour lines do not tie into existing.

Response from developer: Existing contour lines do not tie to proposed contour lines – These have been tied into existing contours as suggested. All of Lot 95 will be disturbed and graded. Please refer to proposed contours on both plans. For example, Solstice shows a 5924 as the next finished grade up from the 5923 shown on Tract J.

Engineering 2nd Review: Not resolved. Contour lines just end in many locations. They should tie into the existing contours to give clear direction to the contractor, especially when paving geometrics or spot elevations are not provided for the full site.

iii. Contour lines are not accurate if there is curb and gutter on the lot. It is difficult to know since a legend isn't provided.

Response from developer: Curb and Gutter is not planned or shown and therefore not in a reference legend.

Engineering 2nd Review: Not resolved. There is existing curb and gutter and the existing contours do not seem to indicate as such.

~~iv. What is the Proposed Dry Detention Basin? Where is it referenced in the Drainage Report? How is it sized?~~

Response from developer: Proposed Dry Retention Basin – This is referenced above and is shown on both the Park Plan and the Civil Plan. It is approximately 330 CF. This accommodates minor drainage from the Solstice portion of the site. Actual perc rates are accelerated from park design assumptions.

Engineering 2nd Review: Resolved, but this item was removed from the plans.

v. Engineering 2nd Review: Resolved.
vi. Engineering 2nd Review: Resolved.

vii. ADA ramps should have details.

Response from developer: ADA Ramp Details – See Sheet C-18

Engineering 2nd Review: Not resolved. The ramp at the corner of Stockton Road and Cardinal Way does not have an associated ramp. If the full radius is depressed, detectable warnings should be included for the full radius.

viii. Sidewalk should have details.
Response from developer: Sidewalk Details – Sidewalk details have been provided.

Engineering 2nd Review: Not resolved. Sidewalk details for the sidewalk in COGS ROW is not provided or referenced to the City standards.

ix. Engineering 2nd Review: Resolved.
x. Engineering 2nd Review: Resolved.

g. Utility Plan and Profile:

i. Engineering 2nd Review: Resolved.
ii. Engineering 2nd Review: Resolved.

1. It appears that additional utility easements will be required
Response from developer: None.

Engineering 2nd Review: Not resolved. See Public Works comments about the documentation/wording of proposed easements below:

- A blanket easement for "utility maintenance" is not acceptable for City Maintenance. The City doesn't want an easement to all utilities. If a blanket easement is provided to the City, specify that it is for access to maintain hydrants only. The City will not maintain the water or sewer within this site.
- The hydrants should have an easement designated to the City for 7.5' in all directions (15'x15' centered on the hydrant).

iii. Engineering 2nd Review: Resolved.
iv. Engineering 2nd Review: Resolved.

h. Lot 96 Grading and Drainage Plan:

i. Engineering 2nd Review: Resolved.

ii. Contour lines do not tie into existing.
Response from developer: Contour lines tie into existing in the locations discussed. The entire site is disturbed and either drains to Culver and those existing elevations or to the constructed retention basin.

Engineering 2nd Review: Not resolved. Contour lines just end in many locations. They should tie into the existing contours to give clear direction to the contractor, especially when paving geometrics or spot elevations are not provided for the full site.

iii. Contour lines are not accurate if there is curb and gutter on the lot. It is difficult to know since a legend isn't provided.
Response from developer: There is a legend shown and no curb and gutter on Lot 96 property.

Engineering 2nd Review: There is existing curb and gutter. The existing contours don't seem to indicate as such.

iv. Engineering 2nd Review: Resolved.
    1. Engineering 2nd Review: Resolved.
    2. Engineering 2nd Review: Resolved.

v. "The limit of disturbance of Lot 95 will be the entire lot"

This does not indicate the location of the limits, or boundary to the limits. I believe this should read: "The limits of disturbance of Lot 95 shall be the lot boundary."

However, lot 96 doesn't have a boundary to the limits of disturbance, jut a line at the edge of the property. This is unclear.

Response from developer: Sheet C10, dashed line will be removed, and note "The Limits of Disturbance shall be the Lot Boundary" will be added. This will also be reflected in the SWDP App and Cert from the CDPHE Hans we need this revised sheet by Friday morning at 8 am.

Engineering 2nd Review: Not resolved.

vi. Engineering 2nd Review: Resolved.

vii. ADA ramps should have details.

Response from developer: Same revision as referenced in Item f.

Engineering 2nd Review: Not resolved. The detail does not match the ramps indicated at the intersections of Ripple Lane.

viii. Sidewalk should have details.

Response from developer: Same revisions as referenced in Item f.

Engineering 2nd Review: Not resolved. Sidewalk details for the sidewalk in COGS ROW is not provided or referenced to the City standards.

ix. Engineering 2nd Review: Resolved.

i. Typical Cross Sections:

    i. The typical sections don't seem to match what is on the plans as shouldering is not indicated. There are no references to these typical sections on the plans as well.

Response from developer: Typical sections have been corrected and are now referenced.

Engineering 2nd Review: Not resolved. The cross sections are not referenced on either the site plan or the grading plan.

j. Utility Details:
    i. Engineering 2nd Review: Resolved.

k. Erosion Control Plan:
    i. Engineering 2nd Review: Resolved.
    ii. Engineering 2nd Review: Resolved.

5. Define any proposed easements on the plans.

Response from developer: Shown and described on applicable sheets, in the Governing Documents, or by specific Easement Agreements either already of recorded or to be recorded sequentially upon approval.

Engineering 2nd Review: Not resolved. See Public Works Comments.

6. Engineering 2nd Review: Resolved.
7. Engineering 2nd Review: Resolved.

New Comments:

8. All construction and design must comply with the City of Glenwood Springs Engineering Standards.

9. Sheet C12 has a detail showing 4" HBP adjacent to the Valley pan. Another detail shows 3" HBP. Please verify and revise as necessary.

10. Sewer Services should have tracer wire per COGS Standards.

11. Sewer Services should include a double cleanout.

GENERAL NOTES SEWER:

1. THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN PLOTTED BASED ON A COMBINIATION OF UTILITY MAPS AND FIELD SURVEY. IN SOME INSTANCES THESE UTILITIES, AS SHOWN, MAY NOT REPRESENT ACTURAL FIELD CONDITIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES FOR FIELD UTILITY LOCATES 48 HOURS PRIOR TO CONSTRUCTION.

   GLENWOOD WATER AND SANITATION 945-7685
   GLENWOOD ELECTRIC DEPARTMENT 945-6672
   UTILITY NOTIFICATION CENTER OF COLORADO (UNC) 1-800-922-1987

2. A MINIMUM OF TEN (10) FEET SEPARATION SHALL BE MAINTAINED BETWEEN WATER LINES AND SANITARY SEWER LINES (EDGE TO EDGE). IF THIS IS NOT FEASIBLE, SEPARATION BETWEEN WATER AND SEWER LINES SHALL BE EIGHTEEN (18) INCHES BETWEEN THE CROWN OF THE SEWER LINE AND THE INVERT OF THE WATER LINE. SEWER LINE SHALL BE ENCASED ACCORDING TO THE STANDARD DETAIL (SEE SEWER DETAILS SHEET). IN ALL CASES, INSTALLATION OF WATER AND SEWER LINES SHALL CONFORM TO COLORADO DEPARTMENT OF HEALTH STANDARDS AND SPECIFICATIONS.

3. ALL SEWER LINE AND WATER LINE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GLENWOOD RULES AND REGULATIONS.

4. ALL ENDS OF SEWER SERVICE LINES AND FUTURE STUBS SHALL BE MARKED WITH A METAL FENCE POST, PAINTED GREEN FOR SEWER.

5. CONTRACTOR TO EXCAVATE ALL CONNECTION LOCATIONS TO EXISTING SEWER LINE. CONTRACTOR SHALL VERIFY THE INVERT ELEVATION AND LOCATION AND REPORT TO ENGINEER. GRADES WILL BE ADJUSTED IN THE FIELD IF NECESSARY.

6. SEWER PIPE SHALL BE SDR 35 PVC.

7. SEWER SERVICE SIZES SHALL BE 4" UNLESS OTHERWISE NOTED.

8. SEWER SERVICES SHALL BE CONSTRUCTED AT A MINIMUM 2% GRADE FROM SEWER MAIN TO TERMINATION POINT.

9. ALL EXISTING UTILITY SERVICE SHALL BE MAINTAINED CONTINUOUSLY THROUGHOUT CONSTRUCTION OF THE PROJECT UNLESS PRIOR PERMISSION IS OBTAINED FROM UTILITY SERVICE PROVIDER. EXCEPT AS NOTED ON THE PLANS AND IN THE SPECIFICATIONS, ANY INTERUPTIONS AND/OR DAMAGE CAUSED TO EXISTING UTILITY FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

10. CONTRACTOR SHALL LIMIT THE CONSTRUCTION OPERATION TO THE PUBLIC R.O.W. OR CARDIFF GLEN P.U.D. AREA. ANY CONSTRUCTION ACTIVITIES OUTSIDE SAID PROPERTY SHALL REQUIRE PRIOR APPROVAL BY ENGINEER. AY DAMAGE TO PRIVATE PROPERTY BY THE CONTRACTOR OUTSIDE SAID PROPERTY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

11. INSTALLATION OF SEWER LINES THAT CROSS WATER LINES SHALL BE IN ACCORDANCE WITH CITY OF GLENWOOD SPRINGS STANDARDS AND SPECIFICATIONS AND THE COLORADO DEPARTMENT OF HEALTH.

12. CONTRACTOR SHALL PROVIDE A COMPREHENSIVE LIST OF MATERIALS AND MANUFACTURERS TO THE CITY OF GLENWOOD SPRINGS WATER AND SANITATION DEPTARTMENT PRIOR TO ORDERING MATERIALS.

13. EXCAVATIONS ON PRIVATE PROPERTY SHALL COMPLY WITH THE UNIFORM PLUMBING CODE.

14. TRACER WIRE AND UTILITY WARNING TAPE SHALL BE INSTALLED WITH ALL UNDERGROUND SEWER INFRASTRUCTURE.

15. BLANKET UTILITY EASEMENTS ARE BEING PROVIDED FOR ALL SEWER LINE INFRASTRUCTURE ON LOTS 95 & 96.

GENERAL NOTES WATER:

1. THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN PLOTTED BASED ON A COMBINIATION OF UTILITY MAPS AND FIELD SURVEY. IN SOME INSTANCES THESE UTILITIES, AS SHOWN, MAY NOT REPRESENT ACTURAL FIELD CONDITIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES FOR FIELD UTILITY LOCATES 48 HOURS PRIOR TO CONSTRUCTION.

   GLENWOOD WATER AND WASTEWATER 384-6344
   GLENWOOD ELECTRIC DEPARTMENT 945-5521
   UTILITY NOTIFICATION CENTER OF COLORADO (UNC) 811

2. A MINIMUM OF TEN (10) FEET OF SEPARATION SHALL BE MAINTAINED BETWEEN WATER LINES AND SANITARY SEWER LINES (EDGE TO EDGE). IF THIS IS NOT FEASIBLE, SEPARATION BETWEEN WATER AND SEWER LINES SHALL BE EIGHTEEN (18) INCHES BETWEEN THE CROWN OF THE SEWER LINE AND THE INVERT OF THE WATER LINE. IN ALL CASES, INSTALLATION OF WATER AND SEWER LINES SHALL CONFORM TO COLORADO DEPARTMENT OF HEALTH STANDARDS AND SPECIFICATIONS.

3. ALL WATER MAINS SHALL BE INSTALLED WITH A 5'-6" MINIMUM DEPTH OF COVER. SHOULD CONFLICTS ARISE BETEEN EXISTING UNDERGROUND UTILITIES, THE PROPOSED WATER MAIN DEPTH MAY BE VARIED PROVIDED THE MINIMUM COVER DEPTH IS MAINTAINED.

4. ALL MAIN LINE AND HYDRANT VALVES BOXES LOCATED IN THE ASPHALT SHALL BE ADJUSTED TO 1/4 INCH BELOW FINISHED GRADE ELEVATIONS.

5. ALL SEWER LINE AND WATER LINE CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF GLENWOOD RULES AND REGULATIONS.

6. MAXIMUM DEFLECTION PER JOINT IS 10" PER JOINT OR R = 380' FOR 6" & 8" DIP.

7. WHERE A WATERLINE CROSSES BENEATH A STORM DRAINAGE CONDUIT AND ACTUAL EARTH COVER IS REDUCED TO LESS THAN 5', INSULATION WILL BE REQUIRED TO A DISTANCE 10' EITHER SIDE OF THE WATERLINE PER DETAIL.

8. ALL EXISTING UTILITY SERVICE SHALL BE MAINTAINED CONTINUOUSLY THROUGHOUT CONSTRUCTION OF THE PROJECT UNLESS PRIOR PERMISSION IS OBTAINED FROM UTILITY SERVICE PROVIDER. EXCEPT AS NOTED ON THE PLANS AND IN THE SPECIFICATIONS, ANY INTERUPTIONS AND/OR DAMAGE CAUSED TO EXISTING UTILITY FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

9. CONTRACTOR SHALL LIMIT THE CONSTRUCTION OPERATION TO THE PUBLIC R.O.W. OR CARDIFF GLEN P.U.D. ANY CONSTRUCTION ACTIVITIES OUTSIDE SAID PROPERTY SHALL REQUIRE PRIOR APPROVAL BY ENGINEER. AY DAMAGE TO PRIVATE PROPERTY BY THE CONTRACTOR OUTSIDE SAID PROPERTY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

10. THE LOCATION OF UNDERGROUND PIPING MAY BE FIELD MODIFIED TO SOME EXTENT TO SUIT FIELD CONDITIONS.

11. THE CONTRACTOR SHALL AVOID CROSS-CONNECTIONS BETWEEN POTABLE WATER SYSTEM AND OUTSIDE IRRIGATION SYSTEM.

12. ALL MAINLINE VALVES, SERVICE VALVES AND TEES SHALL BE TYPE MJ X MJ. FIRE HYDRANT ASSEMBLIES SHALL INCLUDE AN MJ X SWIVEL TEE AND AN MJ X MJ GATE VALVE.

13. MEGALUG JOINT RESTRAINT WILL BE MANDATORY ON ALL VALVES, BENDS AND FITTINGS.

14. EXCAVATIONS ON PRIVATE PROPERTY SHALL COMPLY WITH THE UNIFORM PLUMBING CODE.

15. NEW POTABLE WATER MAINS REQUIRE STERILIZATION, PRESSURE TESTING, AND A SUCCESSFUL BACTERIOLOGICAL TEST, PRIOR TO BEING PLACED INTO SERVICE.

16. POLYWRAP SHALL BE INSTALLED WITH ALL UNDERGROUND DUCTILE IRON PIPING.

17. TRACER WIRE AND UTILITY WARNING TAPE SHALL BE INSTALLED WITH ALL UNDERGROUND WATER INFRASTRUCTURE.

18. BLANKET UTILITY EASEMENTS ARE BEING PROVIDED FOR ALL WATER LINE INFRASTRUCTURE ON LOTS 95 & 96.

COLORADO LICENSED PUBLIC WORKS 35083 10/22/18 PROFESSIONAL ENGINEER

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

CITY ~~TOWN~~ OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

DRAWN & DESIGNED BY: H.E.B.
CHECKED BY: H.E.B.
REVIEWED BY: _____
DATE: _____ FOR _____

PINNACLE DESIGN CONSULTING GROUP, INC.
CONSULTING ENGINEERS • 0805 BUCK POINT ROAD
CARBONDALE, CO 81623 • (970) 963-2170
pinnacledesign@sopris.net

REVISION	DATE	DESCRIPTION	BY	CHD

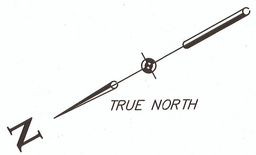
SOLSTICE — GLENWOOD SPRINGS, COLORADO

DATE OF PREPARATION: 10-22-18

CARDIFF GLEN SUBDIVISION - LOTS 95 AND 96
GENERAL SEWER AND WATER NOTES

SCALE: N.T.S. | JOB NO: 2018.15 | DATE: 10-22-18

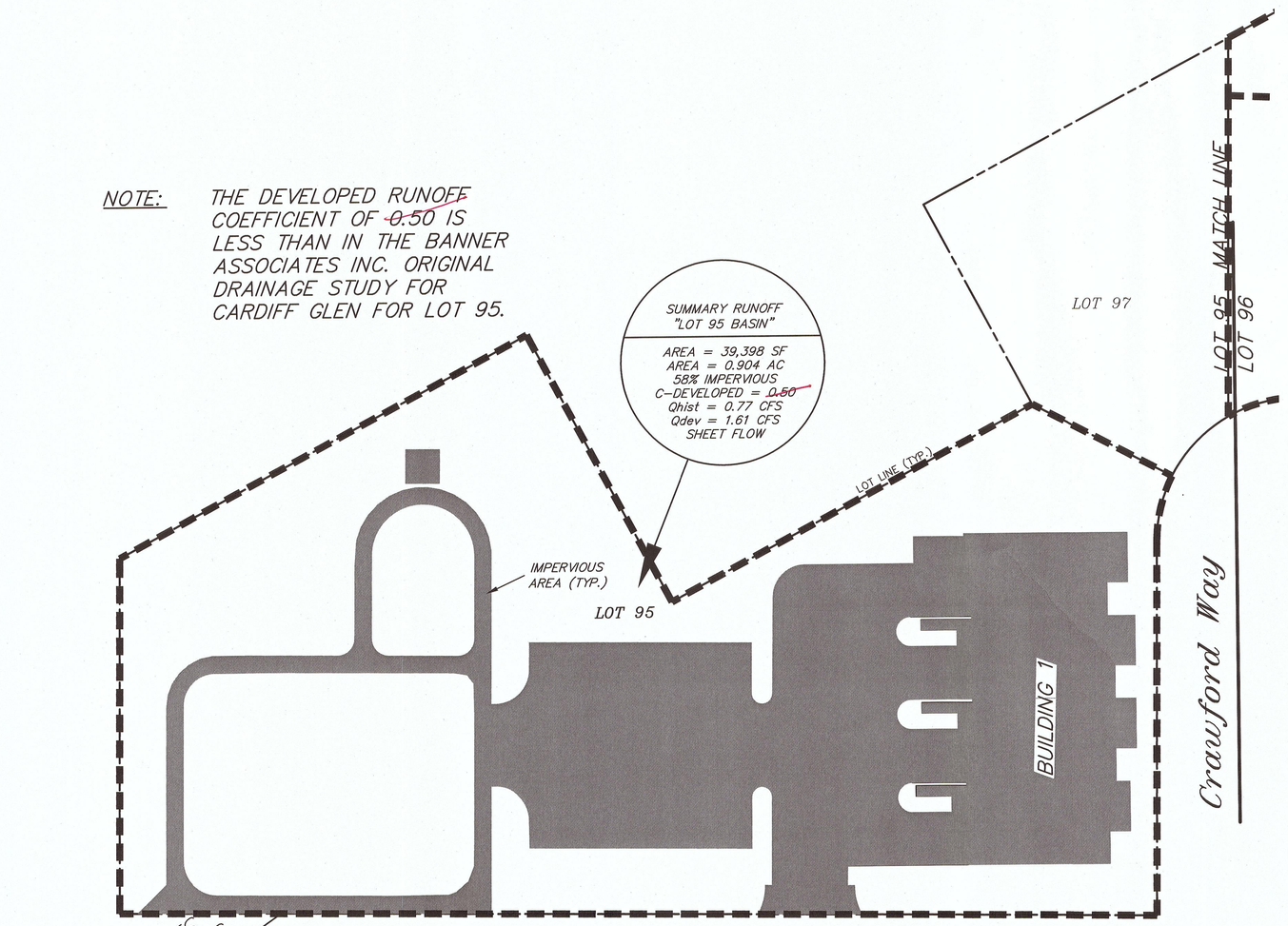
SHEET NO: C2



FEET 20 0 20 FEET

GRAPHIC SCALE
1 inch = 20 ft.

NOTE: THE DEVELOPED RUNOFF COEFFICIENT OF ~~0.50~~ IS LESS THAN IN THE BANNER ASSOCIATES INC. ORIGINAL DRAINAGE STUDY FOR CARDIFF GLEN FOR LOT 95.



NOTE:

THE LOT 95 WEST BASIN, WITH THE EXCEPTION OF TWO SMALL SWALES EAST OF BUILDING #1, AND SHEET FLOW CONDITIONS AND FLOWS TOWARDS STOCKTON ROAD OR CRAWFORD WAY (SEE GRADING AND DRAINAGE PLAN FOR LOT 96 FLOW DIRECTION ARROWS).

GENERAL NOTES DRAINAGE BASIN:

1. SINCE THE DEVELOPED RUNOFF COEFFICIENT OF 0.50 IS LESS THAN THE RUNOFF COEFFICIENT OF 0.60 THAT BANNER ASSOCIATES, INC. ASSUMED IN THEIR DRAINAGE REPORT FOR CARDIFF GLEN, NO ADDITIONAL DETENTION IS REQUIRED.

2. DRAINAGE FROM THE RESIDENTIAL PORTION OF LOT 95 IS TRIBUTARY TO THE ADJACENT ROADWAYS AND PARKING AREA AND IS SHEET FLOW IN NATURE RATHER THAN CONCENTRATED.

3. SEE GRADING AND DRAINAGE PLAN FOR LOT 95 FOR DRAINAGE DIRECTION FLOW ARROWS.

+ 5923.80
PK NAIL AT
PROJECT EL
BENCHMARK

COLORADO LICENSED
H.E. BARNES
35083
10/22/18
PROFESSIONAL ENGINEER

SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

DATE OF PREPARATION: 10-22-18

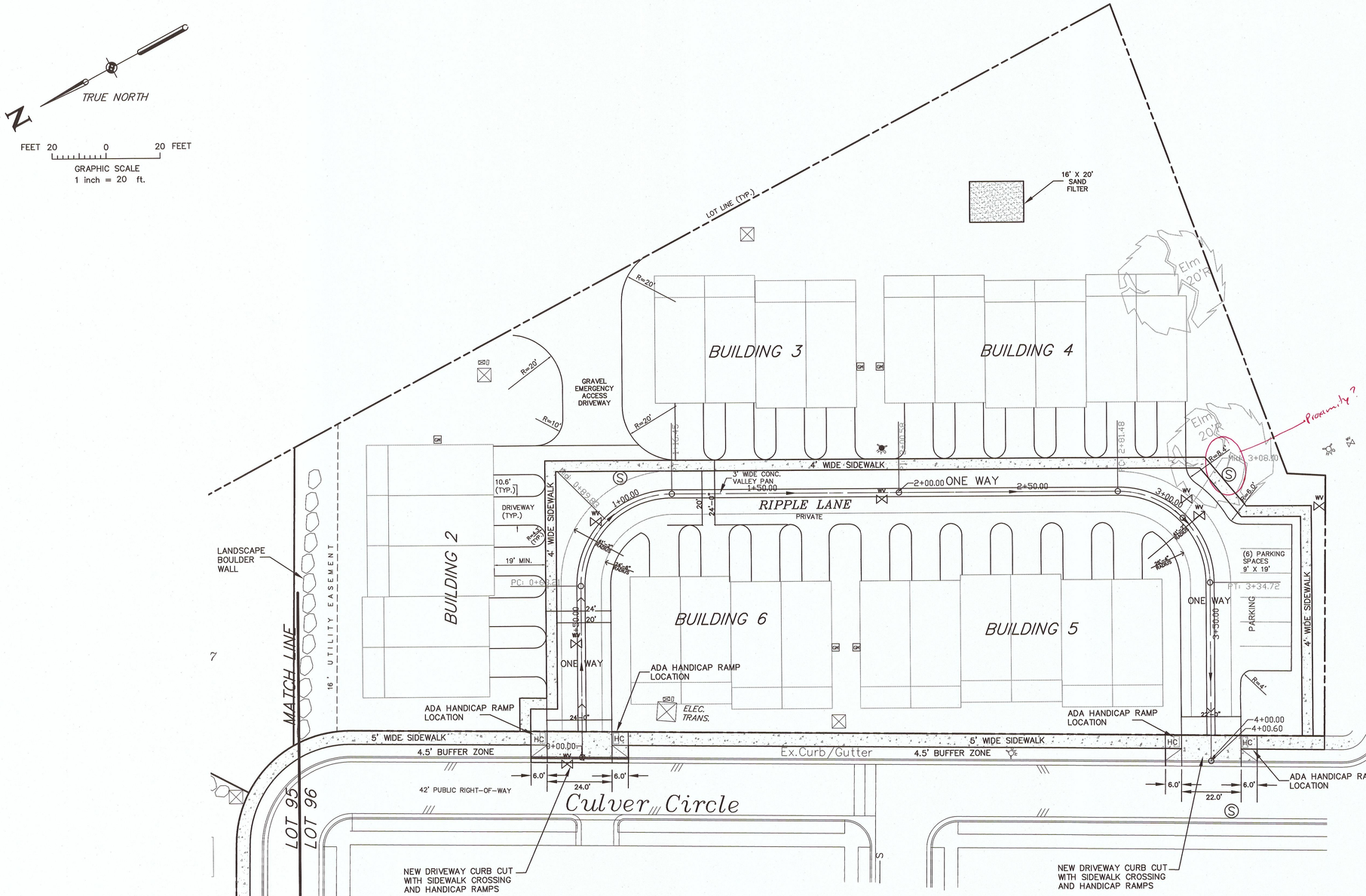
DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net					

SOLSTICE — GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN SUBDIVISION – LOT 95
SOLSTICE TOWNHOMES
DRAINAGE BASIN PLAN

SCALE:	JOB NO:	DATE:
1" = 20'	2018.15	10-22-18

SHEET NO: C8



LEGEND

- PROPOSED GATE VALVE
- EXISTING/PROPOSED ELECTRIC TRANSFORMER AND CABLE TV/PHONE PEDESTAL LOCATION

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

DATE OF PREPARATION: 10-22-18

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	SOLSTICE — GLENWOOD SPRINGS, COLORADO
CHECKED BY: H.E.B.	DATE: FOR:	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net	CARDIFF GLEN SUBDIVISION – LOT 96 SOLSTICE TOWNHOMES SITE PLAN

REVISION	DATE	DESCRIPTION	BY	CH'D

SCALE: 1" = 20' | JOB NO: 2018.15 | DATE: 10-22-18

SHEET NO: C9

November 18, 2018

City of Glenwood Springs
Planning and Zoning Commission
101 W. 8th Street
Glenwood Springs, CO 81601

Re: Solstice Park Comments For Public Hearing 11/27/18

Dear Members,

I am Patrick C. Collins. My wife and I reside at 4259 Clark Street in the existing Cardiff Glenn PUD. I ask that these comments are entered in for the Public Hearing on the proposed Solstice Park project planning for Lots 95 and 96 in the Cardiff Glenn PUD.

I would ask the Planning Commission to continue the Public Hearing until the developer has addressed the four issues outlined below and re-noticed the hearing with amendments to surveys and documents for staff review.

1) **Grossly Inadequate Parking** – The applicant proposes 29 townhomes. 25 of these are three story four bedroom units. Only two parking spaces are provided for each of these. One inside the one car garage and one spot in front of the garage door. The fourth bedroom is a stand alone/rental unit at garage level and will most certainly generate an additional third, or perhaps fourth vehicle. There are simply no places to park these additional vehicles over two per unit. On a nightly basis Cardiff Glenn is currently generating 20-30 vehicles it cannot accommodate. They are overflowing onto our planned new park areas, and into the Sopris Elementary and LDS Church parking areas. Please do not make this problem worse for us and our neighbors. The current two story Cardiff Townhomes development is made up of 2 bedrooms with 2 parking spaces for each. This is working for them. It demonstrates the appropriate density now needed for parcels 95 and 96 by both parking needed and existing two story heights in the Cardiff Glenn neighborhood.

2) **Inadequate Vehicle Access** – As planned currently there is only one direct route into and out of the site. The access is through existing low density family homes and will necessitate that each trip make 3 to 4 90 degree turns (Morgan, Winters, and Culver Streets) just to get inside the dedicated Solstice site. Currently the plans call for a temporary construction access off of County Road 160 on the south side of Parcel 96. The relief sought is to make this second access permanent. This will guarantee plowed and clear emergency access to Solstice and provide relief to existing residents from the additional higher density sought by Solstice.

3) **No Snow Storage or Plow Accomodation** – The current plan shows no areas within the parcel that can accept and store snow plowing and accumulation. The only place to move snow will be into the few guest parking spaces or into the emergency easement. If this easement is kept open permanently it will secure open access at all times and provide another relief area for snow removal off site.

4) **No Reconstruction of Tandem Parking Areas on Clark and Morgan Streets Demonstrated** – The developer has represented that the reconstruction of tandem parking areas on Clark and

Morgan Streets will take place to reduce these down to single spaces, and then to add additional parking spots along these streets. The current plan shows the new spots, but does not contain plans to remediate the problematic tandem spots and the long term parking issues those areas are causing. The developer will need to assure these off site improvements as part of the park plans already in process.

We thank you for your time and consideration of the items above, and again we ask that the public hearing be continued until the developer can address these items.

Sincerely,

Patrick C. Collins

Water/Wastewater (W/WW) Department Comments

Date: 11/9/2018

Planning Item: 15-18, Solstice Townhomes

Applicant: Cardiff 96 LLC/Abdi Pirzadeh

Owner: Cardiff 96 LLC/Abdi Pirzadeh

Location: 1304 Grand Avenue

Zone: R-3 PUD Multi-family Residential

Parcel: 2185-272-09-027

The following are W/WW Department comments based on a review of the utility plan set dated 10/22/18 and the department review meeting that was held on 10/29/18.

In addition to the comments previously submitted (dated 9/27/18), the W/WW department offers the following comments:

- Specific technical/design comments regarding the plans are provided in the attached redlines/mark-ups.

- The plan set did not include plans showing how the proposed irrigation systems will be connected to the City's dedicated irrigation mains. This is a requirement of the PUD. We understand that connections will be made to the existing Cardiff Glen PUD's private irrigation system, however please provide a plan to the City for review and comment. In addition, legal agreements shall be in place defining operations, maintenance, and financial responsibilities of the irrigation systems by the various HOAs.

- Likewise, the plan set included plans for the proposed Spirit Mountain Park construction and improvements. However, the irrigation plan provided in the set did not indicate how water service will be provided. Please provide plans to the City for review and comment.

- The plan set did not include plans for proposed improvements to the existing Grand River Park.

- We understand the fire sprinkler system(s) are required within the development. The plans correctly note that all water services used for fire protection must be designed and tested in accordance with NFPA 24. The contractor shall be responsible for completing the attached "Contractor's Material and Testing Certificate for Underground Piping" prior to issuance of a Certificate of Occupancy.

- The water and sewer mains and services within the development will be private. Legal agreements shall be in place defining operations, maintenance, and financial responsibilities.

W/WW Department Contact Information:

- Horacio Diaz – 379-1974 (Sewer Services & Taps)
- Mike Hoffman – 989-3902 (Water Services & Taps, Cross Connections, Water Meter Inspections)
- Brad Zachman – 384-6388 (General Information)
- Utility Billing – 384-6400 (Account setup; Water Meter Purchase)
- Community Development Department – 384-6411 (Improvements Fees)

Attachments:

- Scan of utility plan redlines/mark-ups
- Copy of W/WW Department Comments dated 9/27/18
- Contractor's Material and Testing Certificate for Underground Piping

BUILDING 1:
FOOTPRINT AREA: 4,036.00 SF
STORIES: 2
UNITS: 4
INDIVIDUAL UNIT SF: 1,788.00 SF
1 CAR GARAGE 238.00 SF

BUILDING 2:
FOOTPRINT AREA: 3,633.00 SF
STORIES: 3
UNITS: 5
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

BUILDING 3:
FOOTPRINT AREA: 2,905.00 SF
STORIES: 3
UNITS: 4
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

BUILDING 4:
FOOTPRINT AREA: 4,361.00 SF
STORIES: 3
UNITS: 6
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

BUILDING 5:
FOOTPRINT AREA: 4,361.00 SF
STORIES: 3
UNITS: 6
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

BUILDING 6:
FOOTPRINT AREA: 2,905.00 SF
STORIES: 3
UNITS: 4
INDIVIDUAL UNIT SF: 1,676.00 SF
1 CAR GARAGE 297.00 SF

Existing Site Condition Notes

Existing and Proposed topography shown on grading plan.

There are no identified geological formations, water courses, or water bodies.

Existing and proposed utility locations and easement shown on utility plan.

Trash collection will be by unit and managed by STOA.

There are no proposed lightpoles - existing lightpoles are shown on existing conditions map.

Existing tree to be retained - noted on Landscape plan.

Cluster mailboxes may be located with existing CG mailboxes, per the GWS postmaster. Final location to be confirmed.

Total Project sf:	
Lot 95 (not included):	15,450 sf
Lot 96:	69,816 sf
Total	85,266 sf
Building footprint sf:	
Lot 95 -	4,036 sf
Lot 96 -	18,165 sf
	22,201 sf
Impervious s.f. (driveway / sidewalks / individual unit patios)	
Lot 95 -	6,181 sf
Lot 96 -	22,307 sf
	28,488 sf

Open space:
85,266 - 22,201 - 28,488 = 34,577 sf

Landscape areas:
LA 1: 11,550 sf - 33% of total open space
LA 2: 20,055 sf - 57% of total open space
LA 3: 3,460 sf - 10 % of total open space

Lot landscape Area breakdown

See cover sheet 'Project Summary Table"

The boundary of Lots 95 and 96, and the 'to be platted' tract J (Spirit Mountain Park) are the proposed limits of disturbance.

Western Trails Native Grass Seed mix

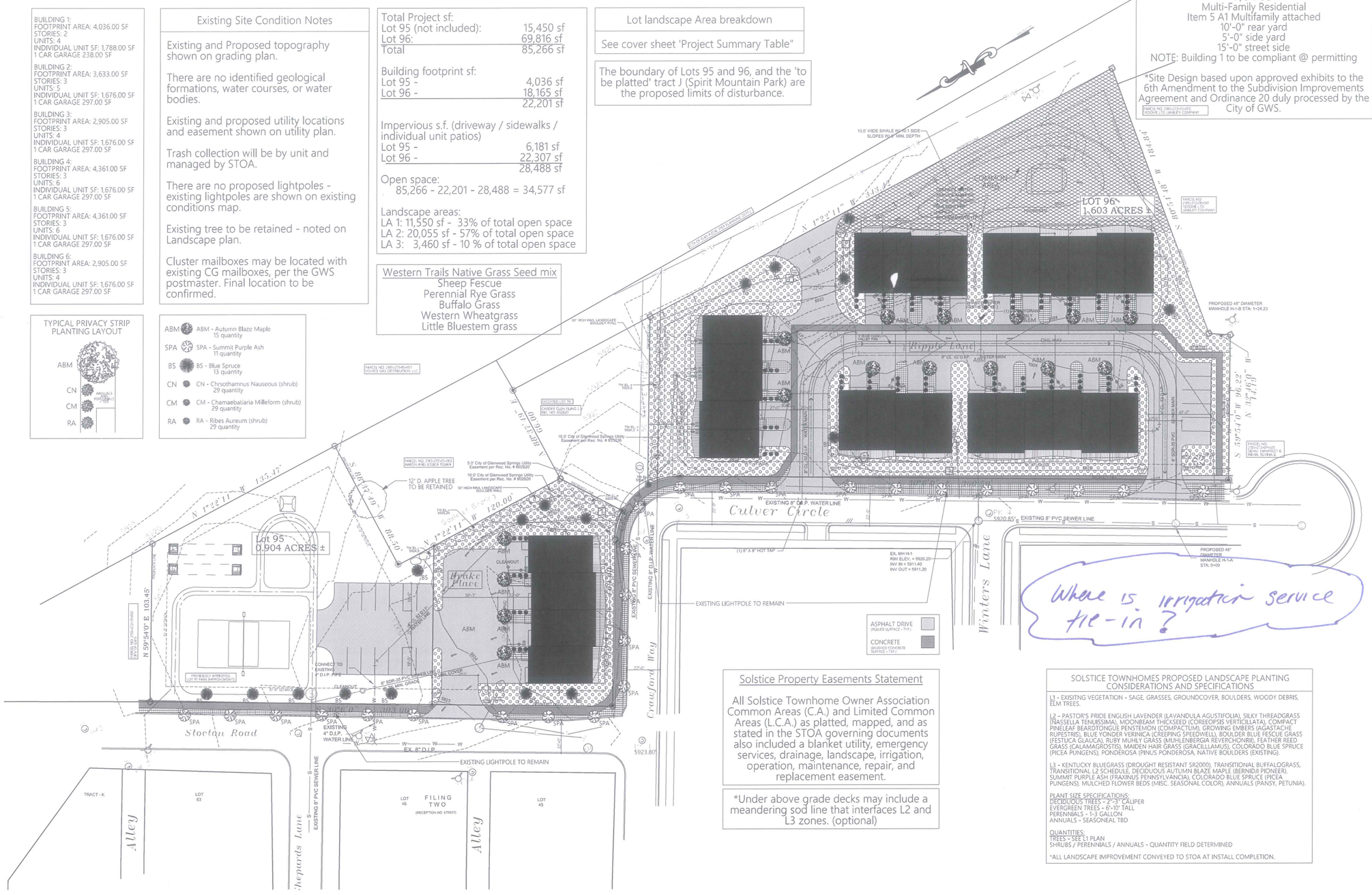
Sheep Fescue
Perennial Rye Grass
Buffalo Grass
Western Wheatgrass
Little Bluestem grass

10'-0" SIDE / REAR SETBACK PER CARDIFF GLEN P.U.D.
ZONING STANDARDS
R/3-PUD
Multi-Family Residential
Item 5 A1 Multifamily attached
10'-0" rear yard
5'-0" side yard
15'-0" street side
NOTE: Building 1 to be compliant @ permitting

*Site Design based upon approved exhibits to the 6th Amendment to the Subdivision Improvements Agreement and Ordinance 20 duly processed by the City of GWS.

TYPICAL PRIVACY STRIP PLANTING LAYOUT

ABM - Autumn Blaze Maple 15 quantity
SPA - Summit Purple Ash 11 quantity
BS - Blue Spruce 13 quantity
CN - Chrsothamnus Nauseous (shrub) 29 quantity
CM - Chamaebatiaria Milleform (shrub) 29 quantity
RA - Ribes Aureum (shrub) 29 quantity



Solstice Property Easements Statement

All Solstice Townhome Owner Association Common Areas (C.A.) and Limited Common Areas (L.C.A.) as platted, mapped, and as stated in the STOA governing documents also included a blanket utility, emergency services, drainage, landscape, irrigation, operation, maintenance, repair, and replacement easement.

*Under above grade decks may include a meandering sod line that interfaces L2 and L3 zones. (optional)

SOLSTICE TOWNHOMES PROPOSED LANDSCAPE PLANTING CONSIDERATIONS AND SPECIFICATIONS

L1 - EXISITNG VEGETATION - SAGE, GRASSES, GROUNDCOVER, BOULDERS, WOODY DEBRIS, ELM TREES.

L2 - PASTOR'S PRIDE ENGLISH LAVENDER (LAVANDULA AGUSTIFOLIA), SILKY THREADGRASS (NASSELLA TENUISSIMA), MOONBEAM THICKSEED (COREOPSIS VERTICILLATA), COMPACT PINELEAF BEARDTONGUE PENSTEMON (COMPACTUM), GROWING EMBERS (AGASTACHE RUPESTRIS), BLUE YONDER VERINICA (CREEPING SPEEDWELL), BOULDER BLUE FESCUE GRASS (FESTUCA GLAUCA), RUBY MUHLY GRASS (MUHLENBERGIA REVERCHONRIB), FEATHER REED GRASS (CALAMAGROSTIS), MAIDEN HAIR GRASS (GRACILLAMUS), COLORADO BLUE SPRUCE (PICEA PUNGENS), PONDEROSA (PINUS PONDEROSA, NATIVE BOULDERS (EXISTING).

L3 - KENTUCKY BLUEGRASS (DROUGHT RESISTANT SR2000). TRANSITIONAL BUFFALOGRASS, TRANSITIONAL L2 SCHEDULE, DECIDUOUS AUTUMN BLAZE MAPLE (BERNIDJI PIONEER), SUMMIT PURPLE ASH (FRAXINUS PENNSYLVANCIA), COLORADO BLUE SPRUCE (PICEA PUNGENS), MULCHED FLOWER BEDS (MISC. SEASONAL COLOR), ANNUALS (PANSY, PETUNIA).

PLANT SIZE SPECIFICATIONS:
DECIDUOUS TREES - 2"-3" CALIPER
EVERGREEN TREES - 6'-10' TALL
PERENNIALS - 1-3 GALLON
ANNUALS - SEASONEAL TBD

QUANTITIES:
TREES - SEE L1 PLAN
SHRUBS / PERENNIALS / ANNUALS - QUANTITY FIELD DETERMINED

*ALL LANDSCAPE IMPROVEMENT CONVEYED TO STOA AT INSTALL COMPLETION.

hinge ARCHITECTS
812 grand avenue, suite 201 gvs, colorado 81601
p. 970.309.4432 e. kurt@hinge-architects.com
www.hinge-architects.com

STATE OF COLORADO
KURT L. CARRUTH
LICENSED ARCHITECT

Solstice Townhomes

Cardiff Glen Filling #8, Lots 95 & 96 Cardiff Glen PUD
Glenwood Springs, CO. 81615

DRAWING	ISSUE
Development Plan Review set	10-17-18

Project designed and drawn to adhere to the 2015 IRC.

SURVEYOR
Dave Nicholson
Divide Creek Surveyors, Inc.
(970) 355-9306

STRUCTURAL
Colorado Structural, Inc.
Mike Arbaney P.E.
tel: (970)-349-5922
fax: (970)-349-5926
mike@coloradostructural.com

CIVIL
Pinnacle Design Consulting Group, Inc.
Hans Brucker, PE
805 Buck Point Road
Carbondale, Co 81623
970-618-4427 cell
970-963-2170 office

PLANNING
Creative Results Consulting
Ian K. Hause - Principal
creativeresultsconsulting@yahoo.com
970-355-5279

ARCHITECT
hingeARCHITECTS, ltd.
Kurt Carruth
812 grand avenue, suite 201
glenwood springs, co. 81601
p. 970-309-4432
kurt@hinge-architects.com

CONTRACTOR
TBD

OWNER
CARDIFF 96, LLC
110 Spur Drive
glenwood springs, co. 81601
c: 970-618-3555
e: abh68@gmail.com

Landscape Plan
L1
Scale: 1" = 30'-0"

GENERAL NOTES SEWER:

1. THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN PLOTTED BASED ON A COMBINIATION OF UTILITY MAPS AND FIELD SURVEY. IN SOME INSTANCES THESE UTILITIES, AS SHOWN, MAY NOT REPRESENT ACTURAL FIELD CONDITIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES FOR FIELD UTILITY LOCATES 48 HOURS PRIOR TO CONSTRUCTION.

   GLENWOOD WATER AND SANITATION 945-7685
   GLENWOOD ELECTRIC DEPARTMENT 945-6672
   UTILITY NOTIFICATION CENTER OF COLORADO (UNC) 1-800-922-1987

2. A MINIMUM OF TEN (10) FEET SEPARATION SHALL BE MAINTAINED BETWEEN WATER LINES AND SANITARY SEWER LINES (EDGE TO EDGE). IF THIS IS NOT FEASIBLE, SEPARATION BETWEEN WATER AND SEWER LINES SHALL BE EIGHTEEN (18) INCHES BETWEEN THE CROWN OF THE SEWER LINE AND THE INVERT OF THE WATER LINE. SEWER LINE SHALL BE ENCASED ACCORDING TO THE STANDARD DETAIL (SEE SEWER DETAILS SHEET). IN ALL CASES, INSTALLATION OF WATER AND SEWER LINES SHALL CONFORM TO COLORADO DEPARTMENT OF HEALTH STANDARDS AND SPECIFICATIONS.

3. ALL SEWER LINE AND WATER LINE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GLENWOOD RULES AND REGULATIONS.

4. ALL ENDS OF SEWER SERVICE LINES AND FUTURE STUBS SHALL BE MARKED WITH A METAL FENCE POST, PAINTED GREEN FOR SEWER.

5. CONTRACTOR TO EXCAVATE ALL CONNECTION LOCATIONS TO EXISTING SEWER LINE. CONTRACTOR SHALL VERIFY THE INVERT ELEVATION AND LOCATION AND REPORT TO ENGINEER. GRADES WILL BE ADJUSTED IN THE FIELD IF NECESSARY.

6. SEWER PIPE SHALL BE SDR 35 PVC.

7. SEWER SERVICE SIZES SHALL BE 4" UNLESS OTHERWISE NOTED.

8. SEWER SERVICES SHALL BE CONSTRUCTED AT A MINIMUM 2% GRADE FROM SEWER MAIN TO TERMINATION POINT.

9. ALL EXISTING UTILITY SERVICE SHALL BE MAINTAINED CONTINUOUSLY THROUGHOUT CONSTRUCTION OF THE PROJECT UNLESS PRIOR PERMISSION IS OBTAINED FROM UTILITY SERVICE PROVIDER. EXCEPT AS NOTED ON THE PLANS AND IN THE SPECIFICATIONS, ANY INTERUPTIONS AND/OR DAMAGE CAUSED TO EXISTING UTILITY FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

10. CONTRACTOR SHALL LIMIT THE CONSTRUCTION OPERATION TO THE PUBLIC R.O.W. OR CARDIFF GLEN P.U.D. AREA. ANY CONSTRUCTION ACTIVITIES OUTSIDE SAID PROPERTY SHALL REQUIRE PRIOR APPROVAL BY ENGINEER. AY DAMAGE TO PRIVATE PROPERTY BY THE CONTRACTOR OUTSIDE SAID PROPERTY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

11. INSTALLATION OF SEWER LINES THAT CROSS WATER LINES SHALL BE IN ACCORDANCE WITH CITY OF GLENWOOD SPRINGS STANDARDS AND SPECIFICATIONS AND THE COLORADO DEPARTMENT OF HEALTH.

12. CONTRACTOR SHALL PROVIDE A COMPREHENSIVE LIST OF MATERIALS AND MANUFACTURERS TO THE CITY OF GLENWOOD SPRINGS WATER AND SANITATION DEPTARTMENT PRIOR TO ORDERING MATERIALS.

13. EXCAVATIONS ON PRIVATE PROPERTY SHALL COMPLY WITH THE UNIFORM PLUMBING CODE.

14. TRACER WIRE AND UTILITY WARNING TAPE SHALL BE INSTALLED WITH ALL UNDERGROUND SEWER INFRASTRUCTURE.

15. BLANKET UTILITY EASEMENTS ARE BEING PROVIDED FOR ALL SEWER LINE INFRASTRUCTURE ON LOTS 95 & 96.

GENERAL NOTES WATER:

1. THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN PLOTTED BASED ON A COMBINIATION OF UTILITY MAPS AND FIELD SURVEY. IN SOME INSTANCES THESE UTILITIES, AS SHOWN, MAY NOT REPRESENT ACTURAL FIELD CONDITIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES FOR FIELD UTILITY LOCATES 48 HOURS PRIOR TO CONSTRUCTION.

   GLENWOOD WATER AND WASTEWATER 384-6344
   GLENWOOD ELECTRIC DEPARTMENT 945-5521
   UTILITY NOTIFICATION CENTER OF COLORADO (UNC) 811

2. A MINIMUM OF TEN (10) FEET OF SEPARATION SHALL BE MAINTAINED BETWEEN WATER LINES AND SANITARY SEWER LINES (EDGE TO EDGE). IF THIS IS NOT FEASIBLE, SEPARATION BETWEEN WATER AND SEWER LINES SHALL BE EIGHTEEN (18) INCHES BETWEEN THE CROWN OF THE SEWER LINE AND THE INVERT OF THE WATER LINE. IN ALL CASES, INSTALLATION OF WATER AND SEWER LINES SHALL CONFORM TO COLORADO DEPARTMENT OF HEALTH STANDARDS AND SPECIFICATIONS.

3. ALL WATER MAINS SHALL BE INSTALLED WITH A 5'-6" MINIMUM DEPTH OF COVER. SHOULD CONFLICTS ARISE BETEEN EXISTING UNDERGROUND UTILITIES, THE PROPOSED WATER MAIN DEPTH MAY BE VARIED PROVIDED THE MINIMUM COVER DEPTH IS MAINTAINED.

4. ALL MAIN LINE AND HYDRANT VALVES BOXES LOCATED IN THE ASPHALT SHALL BE ADJUSTED TO 1/4 INCH BELOW FINISHED GRADE ELEVATIONS.

5. ALL SEWER LINE AND WATER LINE CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF GLENWOOD RULES AND REGULATIONS.

6. MAXIMUM DEFLECTION PER JOINT IS 10" PER JOINT OR R = 380' FOR 6" & 8" DIP.

7. WHERE A WATERLINE CROSSES BENEATH A STORM DRAINAGE CONDUIT AND ACTUAL EARTH COVER IS REDUCED TO LESS THAN 5', INSULATION WILL BE REQUIRED TO A DISTANCE 10' EITHER SIDE OF THE WATERLINE PER DETAIL.

8. ALL EXISTING UTILITY SERVICE SHALL BE MAINTAINED CONTINUOUSLY THROUGHOUT CONSTRUCTION OF THE PROJECT UNLESS PRIOR PERMISSION IS OBTAINED FROM UTILITY SERVICE PROVIDER. EXCEPT AS NOTED ON THE PLANS AND IN THE SPECIFICATIONS, ANY INTERUPTIONS AND/OR DAMAGE CAUSED TO EXISTING UTILITY FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

9. CONTRACTOR SHALL LIMIT THE CONSTRUCTION OPERATION TO THE PUBLIC R.O.W. OR CARDIFF GLEN P.U.D. ANY CONSTRUCTION ACTIVITIES OUTSIDE SAID PROPERTY SHALL REQUIRE PRIOR APPROVAL BY ENGINEER. AY DAMAGE TO PRIVATE PROPERTY BY THE CONTRACTOR OUTSIDE SAID PROPERTY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

10. THE LOCATION OF UNDERGROUND PIPING MAY BE FIELD MODIFIED TO SOME EXTENT TO SUIT FIELD CONDITIONS.

11. THE CONTRACTOR SHALL AVOID CROSS-CONNECTIONS BETWEEN POTABLE WATER SYSTEM AND OUTSIDE IRRIGATION SYSTEM.

12. ALL MAINLINE VALVES, SERVICE VALVES AND TEES SHALL BE TYPE MJ X MJ. FIRE HYDRANT ASSEMBLIES SHALL INCLUDE AN MJ X SWIVEL TEE AND AN MJ X MJ GATE VALVE.

13. MEGALUG JOINT RESTRAINT WILL BE MANDATORY ON ALL VALVES, BENDS AND FITTINGS.

14. EXCAVATIONS ON PRIVATE PROPERTY SHALL COMPLY WITH THE UNIFORM PLUMBING CODE.

15. NEW POTABLE WATER MAINS REQUIRE STERILIZATION, PRESSURE TESTING, AND A SUCCESSFUL BACTERIOLOGICAL TEST, PRIOR TO BEING PLACED INTO SERVICE.

16. POLYWRAP SHALL BE INSTALLED WITH ALL UNDERGROUND DUCTILE IRON PIPING.

17. TRACER WIRE AND UTILITY WARNING TAPE SHALL BE INSTALLED WITH ALL UNDERGROUND WATER INFRASTRUCTURE.

18. BLANKET UTILITY EASEMENTS ARE BEING PROVIDED FOR ALL WATER LINE INFRASTRUCTURE ON LOTS 95 & 96.

?

} must meet City Requirements

Please Add note re: Fire ~~Servs~~ service and/or combined fire service will require testing per NFPA 24. Contact City water and/or fire depts for add'l info.

COLORADO LICENSED PE 37583 PROFESSIONAL ENGINEER 10/22/18

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

DATE OF PREPARATION: 10-22-18

DRAWN & DESIGNED BY: H.E.B.
CHECKED BY: H.E.B.
REVIEWED BY: _____
DATE: _____ FOR _____

PINNACLE DESIGN CONSULTING GROUP, INC.
CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD
CARBONDALE, CO 81623 ● (970) 963-2170
pinnacledesign@sopris.net

REVISION	DATE	DESCRIPTION	BY	CK'D

SOLSTICE GLENWOOD SPRINGS, COLORADO

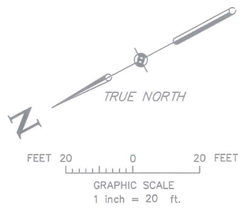
CARDIFF GLEN SUBDIVISION - LOTS 95 AND 96
GENERAL SEWER AND WATER NOTES

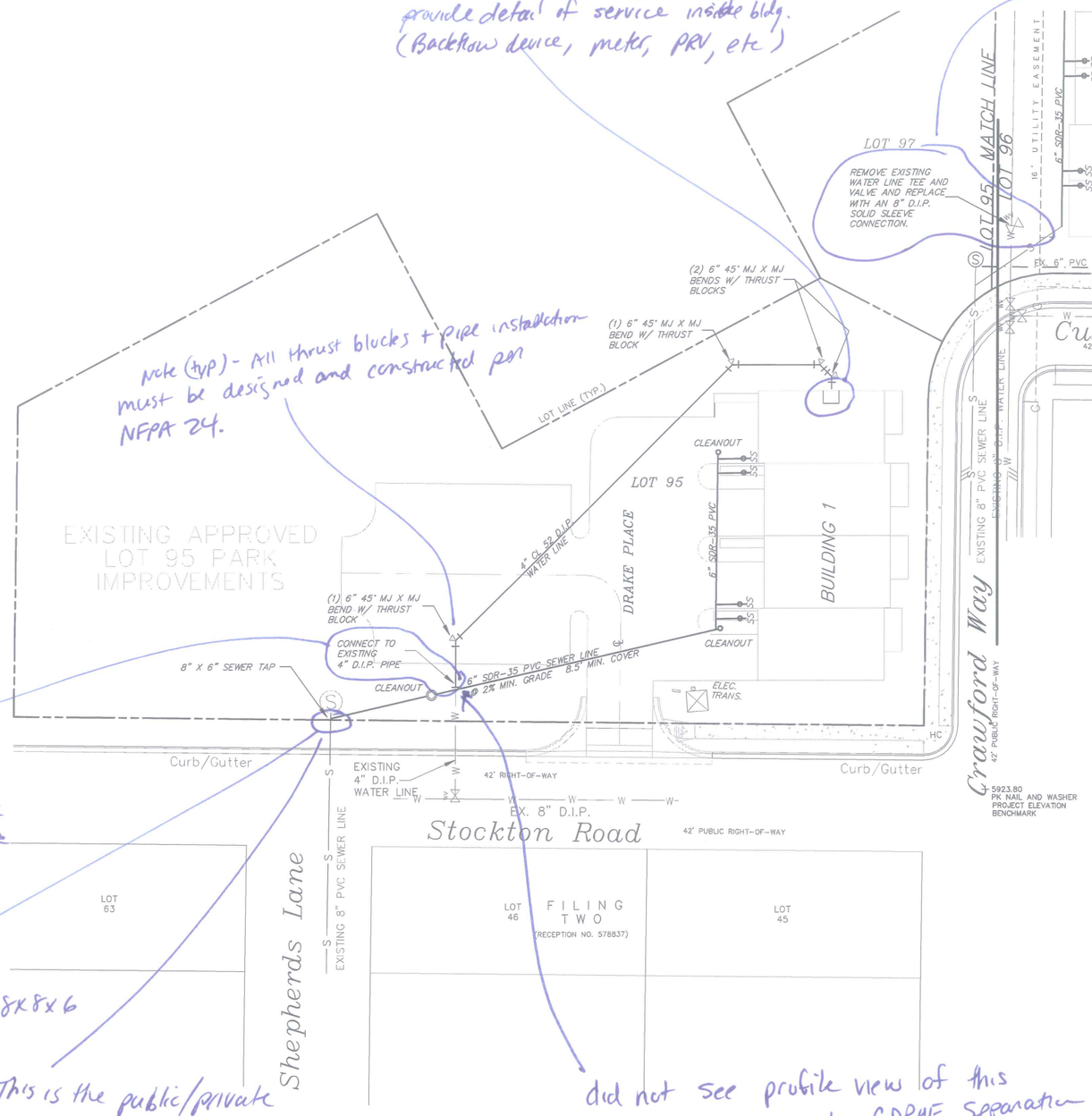
SCALE: N.T.S. | JOB NO: 2018.15 | DATE: 10-22-18
SHEET NO: C2

provide detail of service inside bldg. (Backflow device, meter, PRV, etc.)

? Need to verify this stub out.

Note (typ) - All thrust blocks + pipe installation must be designed and constructed per NFPA 24.





may want to consider adding a valve here so you can pressure test against. ~~that the~~

provide detail of sewer tap. must be cut-in factory wye 8x8x6

This is the public/private demarcation point

did not see profile view of this crossing. Must meet CDPHE Separation Requirements

LEGEND

- S — S — EXISTING WATER LINE AS DESCRIBED
- W — W — PROPOSED WATER LINE AS DESCRIBED
- PROPOSED SDR-6 PVC SEWER LINE AS DESCRIBED
- SS — NEW 4" SDR-26 PVC SANITARY SEWER SERVICE
- NEW SHARED SEWER SERVICE
- EXISTING GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE
- PROPOSED CLEAN-OUT
- WATER BEND AND THRUST BLOCK AS DESCRIBED

GENERAL NOTES WATER:

1. SEE SHEET C2 FOR GENERAL WATER AND SEWER NOTES AS THEY RELATE TO CONSTRUCTION OF THIS PROJECT.
2. A BLANKET EASEMENT BEYOND THE BUILDING FOOTPRINT, WILL BE GRANTED FOR ACCESS AND MAINTENANCE OF ALL UTILITIES ON LOT 95.
3. SEE SANITARY SEWER AND WATER DETAILS ON SHEET C19, C20, AND C21.

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

DATE OF PREPARATION: 10-22-18

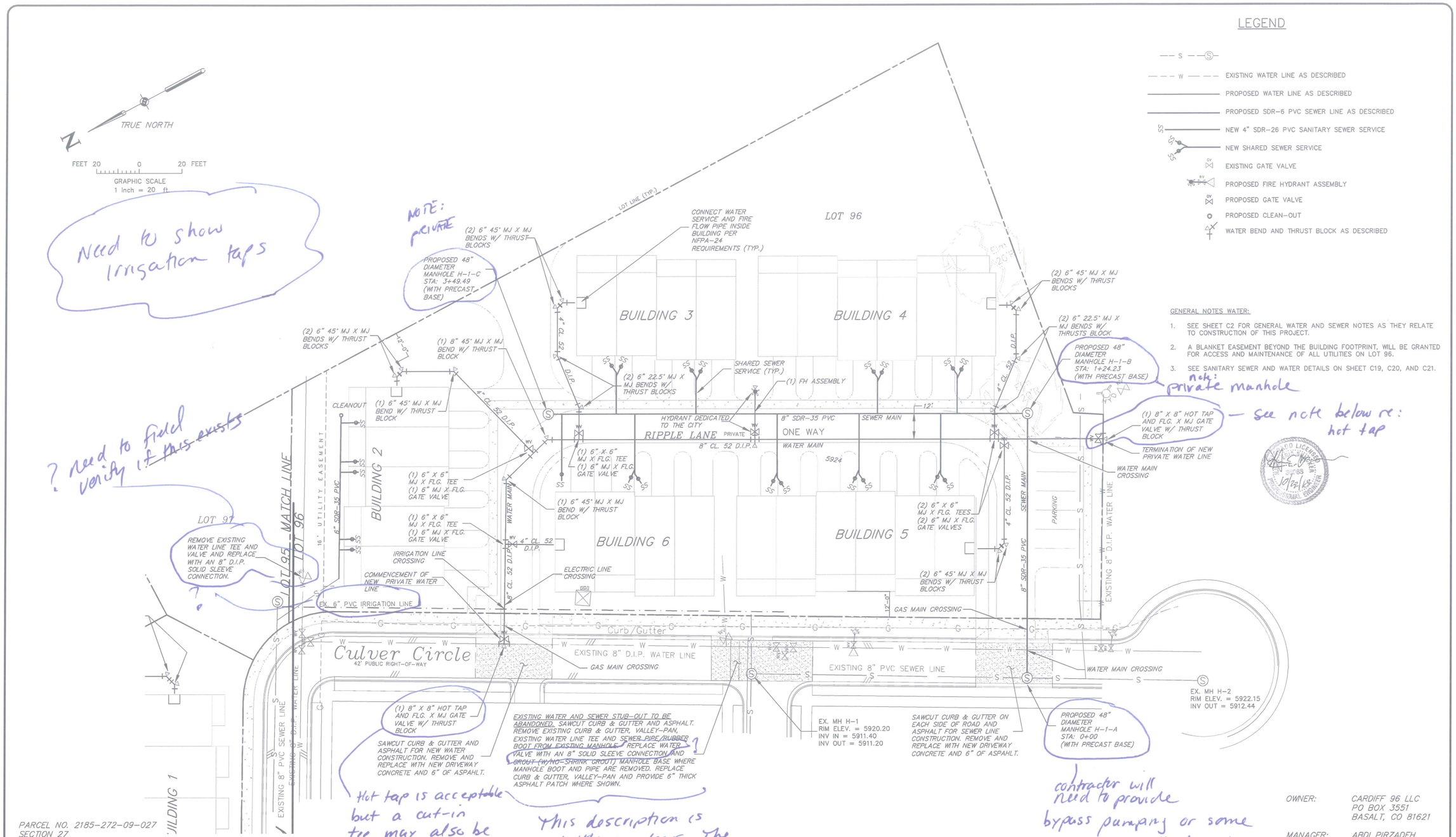
DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CHD
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@soprls.net					

SOLSTICE GLENWOOD SPRINGS, COLORADO

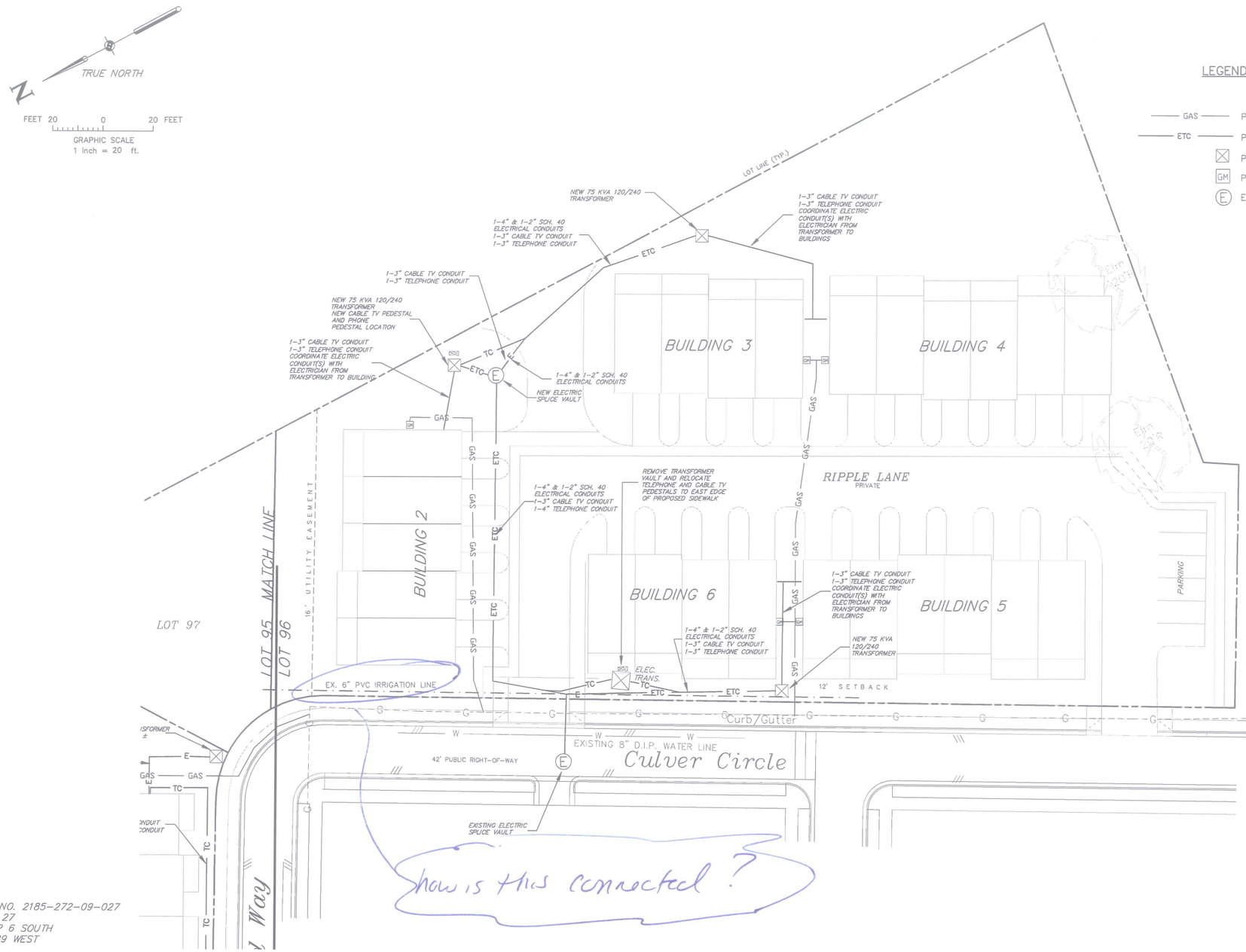
CARDIFF GLEN SUBDIVISION – LOT 95
SOLSTICE TOWNHOMES
SANITARY SEWER & WATER PLAN

SCALE: 1" = 20' | JOB NO: 2018.15 | DATE: 10-22-18

SHEET NO: C5



DRAWN & DESIGNED BY:	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CHK'D	SOLSTICE	GLENWOOD SPRINGS, COLORADO	SCALE:	JOB NO:	DATE:
H.E.B.		CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD						CARDIFF GLEN SUBDIVISION – LOT 96		1" = 20'	2018.15	10-22-18
CHECKED BY:	DATE: FOR:	CARBONDALE, CO 81623 ● (970) 963-2170						SOLSTICE TOWNHOMES		SHEET NO:		
H.E.B.		pinnacledesign@sopris.net						SANITARY SEWER & WATER PLAN		C11		



LEGEND

- GAS — PROPOSED NATURAL GAS
- ETC — PROPOSED ELECTRIC, TELEPHONE, AND CABLE TV LINE
- ☒ PROPOSED ELECTRIC TRANSFORMER AND CABLE TV/PHONE PEDESTAL LOCATION
- GM PROPOSED GAS METER LOCATION
- Ⓔ ELECTRIC VAULT AS DESCRIBED

GENERAL NOTES SHALLOW UTILITIES:

1. A BLANKET EASEMENT BEYOND THE BUILDING FOOTPRINT, WILL BE GRANTED FOR ACCESS AND MAINTENANCE OF ALL UTILITIES ON LOT 95.
2. FINAL GAS LINE SIZING SHALL BE BASED ON BTU LOADING CALCULATIONS FOR THE BUILDINGS.
3. GAS LINE SHALL HAVE A MINIMUM COVER OF 30" AND BE BEDDED IN SAND.
4. SEE ELECTRIC DETAILS ON SHEET C22.

COLORADO LICENSED ENGINEER H.E. BUCK 37285 PROFESSIONAL ENGINEER 10/22/18

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

MANAGER: ABDI PIRZADEH
(970) 618-3555

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

DATE OF PREPARATION: 10-22-18

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CHK'D
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net					

SOLSTICE — GLENWOOD SPRINGS, COLORADO

CARDIFF GLEN SUBDIVISION – LOT 96
SOLSTICE TOWNHOMES
SHALLOW UTILITIES PLAN

SCALE:	JOB NO:	DATE:
1" = 20'	2018.15	10-22-18

SHEET NO: C13

Contractor's Material and Test Certificate for Underground Piping

PROCEDURE

Upon completion of work, inspection and tests shall be made by the contractor's representative and witnessed by an owner's representative. All defects shall be corrected and system left in service before contractor's personnel finally leave the job.

A certificate shall be filled out and signed by both representatives. Copies shall be prepared for approving authorities, owners, and contractor. It is understood the owner's representative's signature in no way prejudices any claim against contractor for faulty material, poor workmanship, or failure to comply with approving authority's requirements or local ordinances.

Property name		Date
Property address		
Plans	Accepted by approving authorities (names)	
	Address	
	Installation conforms to accepted plans	❑ Yes ❑ No
	Equipment used is approved If no, state deviations	❑ Yes ❑ No
Instructions	Has person in charge of fire equipment been instructed as to location of control valves and care and maintenance of this new equipment? If no, explain	❑ Yes ❑ No
	Have copies of appropriate instructions and care and maintenance charts been left on premises? If no, explain	❑ Yes ❑ No
Location	Supplies buildings	
Underground pipes and joints	Pipe types and class	Type joint
	Pipe conforms to _____ standard Fittings conform to _____ standard If no, explain	❑ Yes ❑ No ❑ Yes ❑ No
	Joints needing anchorage clamped, strapped, or blocked in accordance with _____ standard If no, explain	❑ Yes ❑ No
Test description	Flushing: Flow the required rate until water is clear as indicated by no collection of foreign material in burlap bags at outlets such as hydrants and blow-offs. Flush at one of the flow rates as specified in 10.10.2.1.3. Hydrostatic: All piping and attached appurtenances subjected to system working pressure shall be hydrostatically tested at 200 psi (13.8 bar) or 50 psi (3.5 bar) in excess of the system working pressure, whichever is greater, and shall maintain that pressure ±5 psi (0.35 bar) for 2 hours. Hydrostatic Testing Allowance: Where additional water is added to the system to maintain the test pressures required by 10.10.2.2.1, the amount of water shall be measured and shall not exceed the limits of the following equation (for metric equation, see 10.10.2.2.6): $L = \frac{SD\sqrt{P}}{148{,}000}$ L = testing allowance (makeup water), in gallons per hour S = length of pipe tested, in feet D = nominal diameter of the pipe, in inches P = average test pressure during the hydrostatic test, in pounds per square inch (gauge)	
Flushing tests	New underground piping flushed according to _____ standard by (company) If no, explain	❑ Yes ❑ No
	How flushing flow was obtained ❑ Public water ❑ Tank or reservoir ❑ Fire pump	Through what type opening ❑ Hydrant butt ❑ Open pipe
	Lead-ins flushed according to _____ standard by (company) If no, explain	❑ Yes ❑ No
	How flushing flow was obtained ❑ Public water ❑ Tank or reservoir ❑ Fire pump	Through what type opening ❑ Y connection to flange and spigot ❑ Open pipe

© 2012 National Fire Protection Association NFPA 24 (p. 1 of 2)

FIGURE 10.10.1 Sample of Contractor's Material and Test Certificate for Underground Piping.

Hydrostatic test	All new underground piping hydrostatically tested at _____ psi for _____ hours		Joints covered ❑ Yes ❑ No
Leakage test	Total amount of leakage measured _____ gallons _____ hours		
	Allowable leakage _____ gallons _____ hours		
Forward flow test of backflow preventer	Foward flow test performed in accordance with 10.10.2.5.2: ❑ Yes ❑ No		
Hydrants	Number installed	Type and make	All operate satisfactorily ❑ Yes ❑ No
Control valves	Water control valves left wide open If no, state reason		❑ Yes ❑ No
	Hose threads of fire department connections and hydrants interchangeable with those of fire department answering alarm		❑ Yes ❑ No
Remarks	Date left in service		
Signatures	Name of installing contractor		
	Tests witnessed by		
	For property owner (signed)	Title	Date
	For installing contractor (signed)	Title	Date

Additional explanation and notes

© 2012 National Fire Protection Association

FIGURE 10.10.1 *Continued*

Water/Wastewater (W/WW) Department Comments

Date: 9/27/2018

Planning Item: 15-18, Solstice Townhomes

Applicant: Cardiff 96 LLC/Abdi Pirzadeh

Owner: Cardiff 96 LLC/Abdi Pirzadeh

Location: 1304 Grand Avenue

Zone: R-3 PUD Multi-family Residential

Parcel: 2185-272-09-027

The following are W/WW Department comments based on a review of the utility plans dated 8/24/2018 that were included in the application package. A department planning meeting has not been held for this project.

Project Understanding

- This application is for construction of townhomes on Lots 95 and 96 in the Cardiff Glen PUD. In addition, the first phase of the project includes construction of a new park (Spirit Mountain Park) and improvements to an existing park (Grand River Park).

W/WW Department Comments

- The plan set did not include water and sewer utility plans for Lot 95. Please provide a plan to the City for review and comment.

- The plan set did not include plans for connection to the City's dedicated irrigation system. This is a requirement of the PUD. Please provide a plan to the City for review and comment.

- The plan set did not include plans for the noted park construction and improvements (Phase 1). The W/WW department needs to review and approve water and sewer service plans for the parks. Please provide plans to the City for review and comment.

- The existing water infrastructure installed within the south side of the City is not well-positioned to support additional water demands. Existing demands exceed the City's production capabilities during the peak irrigation season. No- or low-water use landscaping shall be used for this project. At a minimum, outdoor irrigation systems shall be installed in accordance with the Cardiff Glen PUD application documents that states "…*all landscape areas will receive permanent underground irrigations systems. Additionally and most importantly, all plant material will be native and to the extent possible, drought tolerant*"(page 34 of Cardiff Glen PUD Zoning Application).

- It is unclear whether water service will be requested for fire sprinkler system(s) within the development. Please consult with the City Fire Department for requirements. If fire sprinkler service is required, please submit a revised utility plan showing the fire system taps. Note that all water services used for fire protection must be designed and tested in accordance with NFPA 24. Be aware that the installation and test requirements of NFPA 24 are more generally more stringent than the AWWA standards followed for dedicated potable waterlines.

- Tracer wire and utility warning tape shall be installed with all underground water and sewer infrastructure.

- All public water and sewer infrastructure must meet the requirements of the City's engineering standards. The current version can be found at the following link: http://cogs.us/EngineeringStandards.

- Specific comments regarding water /sewer utilities for Lot 96 are listed below:

    1. The water mains installed within the development will be private. The public/private demarcation point will be the new 8" isolation valves located at the mainline tap location(s). The demarcation points for water and sewer services need to be shown on the plans and referenced in the development agreement.

    2. The sewer mains installed within the development will be private. The public/private demarcation point will be: 1) the new sewer manhole located in Culver Circle) and 2) the service tap in the sewer main that runs on the north side of the lot. The demarcation points for water and sewer services need to be shown on the plans and referenced in the development agreement.

    3. The City will accept ownership and O&M responsibilities for the new fire hydrant(s) installed as part of this project. However, the hydrants must meet City specifications. The public/private demarcation point for fire hydrants is the hydrant lead valve. The owner shall provide the City with utility easements for the hydrants in accordance with Section 3.4 of the City's engineering standards.

    4. The City will accept ownership and O&M responsibilities for the new sewer manhole that will be installed in Culver Circle. However, the new manhole must meet City specifications. The base shall be pre-cast. A poured-in-place base will not be accepted.

    5. The proposed water main shown on the plans is 6" diameter. The City's minimum water main size is 8" diameter. Although the new main will be private, it shall be upsized to 8" since it will supply a City-owned fire hydrant.

6. Water/sewer main alignments and crossings must meet the separation requirements defined in the City's rules and regulations and the CDPHE Design Criteria for water and sewer systems. When vertical and/or horizontal separation requirements are not met, encasement in a pipe sleeve is the preferred encasement approach (vs. concrete encasement).

7. It does not appear that the existing water and sewer stub-outs for this property will be utilized. If the existing service stub outs are not used, they must each be abandoned at the main. Service abandonment requirements are defined in the City's engineering standards.

8. The patio area for Building 3 is within the utility easement (as shown on sheet C6) and should be re-redesigned/relocated.

Water Meter Installation and Cross-connection Control Requirements

- As a standard requirement for all permit/variance applications, this project requires that a-connection/backflow prevention hazard survey be completed (by the City) before a certificate of occupancy will be issued. A City-approved cross-connection/ backflow device must be installed on water service lines if a hazard exists. At the customer's request, W/WW Department staff will perform an initial Cross Connection Hazard Survey and provided preliminary recommendations during the planning phases of the project. Upon completion of the project, a follow-up inspection of the property is required (per State law) to ensure that acceptable backflow devices have been properly installed and tested. We recommend that you contact the W/WW department to discuss specific requirements as soon as possible to avoid unforeseen installation issues during the construction phase.

  Please note that backflow prevention devices cannot be installed below grade per International Plumbing Code (IPC). In addition, certain backflow prevention devices require drainage requirements. We encourage the customer to consider these requirements and address them during the design phase of the project.

- As a standard requirement for all permit/variance applications, a water meter inspection must be performed by City staff before a certificate of occupancy will be issued. We recommend that you contact the W/WW department to discuss specific requirements as soon as possible to avoid an unforeseen installation issues.

  Please note that water meters must be installed in a location that can be accessed by the City for inspection and future maintenance. Please refer to the attached schematic for meter installation instructions, including additional requirements for isolation valves, pressure reducing valves, and cross-connection devices. Note that if the water system

pressure exceeds 80 psi, a pressure reducing valve must be installed downstream of the water meter.

W/WW Department Contact Information:

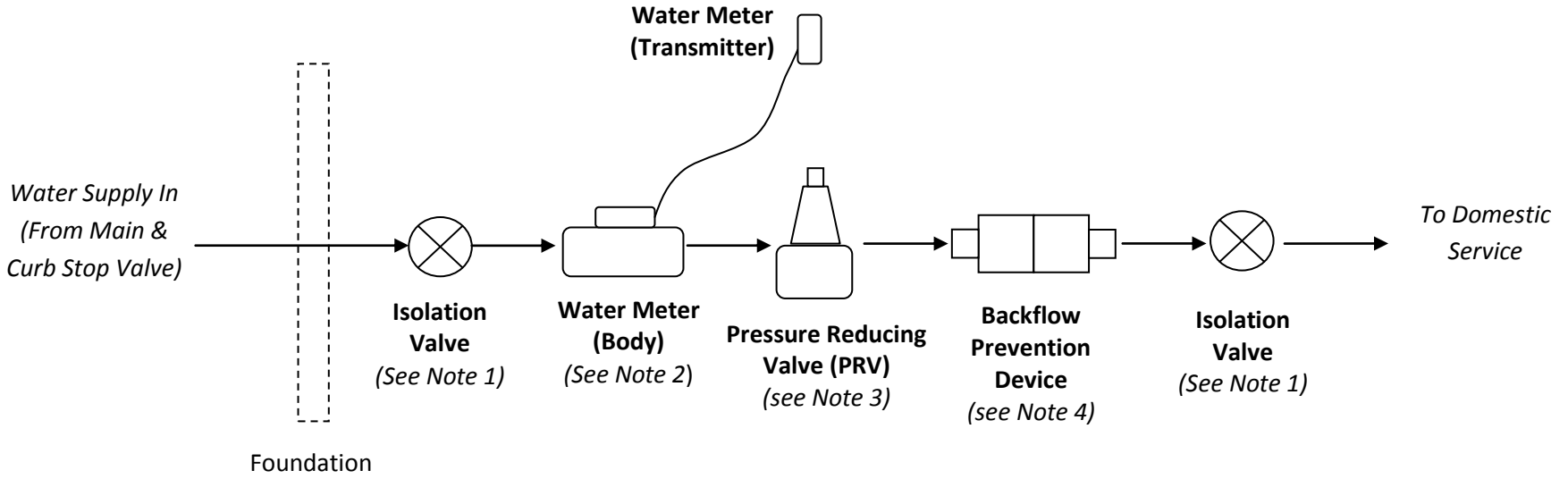
- Horacio Diaz – 379-1974 (Sewer Services & Taps)
- Mike Hoffman – 989-3902 (Water Services & Taps, Cross Connections, Water Meter Inspections)
- Brad Zachman – 384-6388 (General Information)
- Utility Billing – 384-6400 (Account setup; Water Meter Purchase)
- Community Development Department – 384-6411 (Improvements Fees)

Attachments:

- Water Meter Installation Schematic

Water Meter Installation Schematic

Glenwood Springs Water Department



Notes:

1. It is strongly recommended that isolation valves be installed at the locations shown. These valves allow for the water supply to be shut off during repairs or for replacement of the water meter equipment.
2. To assure accurate measurements, water meters must be installed per manufacturer's specific instructions. Contact the City's Water Department for a copy of these instructions or if you have any questions regarding the installation requirements.
3. A pressure reducing valve (PRV) regulates incoming pressure from the main. A PRV is recommended for all installations, but is required for all services that are fed off of water mains with static water pressure of 80 psi or greater. Contact the water department (**384-6344 or 989-3902**) for more information regarding the static water main pressure that serves your property.
4. A backflow prevention device protects the City's water supply from contamination or pollution due to backflow conditions. Please contact the City's cross connection technicians (**384-6345**) to discuss specific backflow prevention requirements and installation procedures.
5. Requests for water meters can be initiated by contacting the City's Utility Billing Office (**384-6400**). Once payment is made, water meters can be picked up from the Water Department at 401 7th St. (**384-6344 or 989-3902**).
6. Contact the Water Department to schedule a final inspection of the meter (**384-6344 or 989-3902**) and the backflow device (**384-6345).**

Updated June 2016

November 18, 2018

City of Glenwood Springs
Planning and Zoning Commission
101 W. 8th Street
Glenwood Springs, CO 81601

Re: Solstice Park Comments For Public Hearing 11/27/18

Dear Members,

I am Patrick C. Collins. My wife and I reside at 4259 Clark Street in the existing Cardiff Glenn PUD. I ask that these comments are entered in for the Public Hearing on the proposed Solstice Park project planning for Lots 95 and 96 in the Cardiff Glenn PUD.

I would ask the Planning Commission to continue the Public Hearing until the developer has addressed the four issues outlined below and re-noticed the hearing with amendments to surveys and documents for staff review.

1) **Grossly Inadequate Parking** – The applicant proposes 29 townhomes. 25 of these are three story four bedroom units. Only two parking spaces are provided for each of these. One inside the one car garage and one spot in front of the garage door. The fourth bedroom is a stand alone/rental unit at garage level and will most certainly generate an additional third, or perhaps fourth vehicle. There are simply no places to park these additional vehicles over two per unit. On a nightly basis Cardiff Glenn is currently generating 20-30 vehicles it cannot accommodate. They are overflowing onto our planned new park areas, and into the Sopris Elementary and LDS Church parking areas. Please do not make this problem worse for us and our neighbors. The current two story Cardiff Townhomes development is made up of 2 bedrooms with 2 parking spaces for each. This is working for them. It demonstrates the appropriate density now needed for parcels 95 and 96 by both parking needed and existing two story heights in the Cardiff Glenn neighborhood.

2) **Inadequate Vehicle Access** – As planned currently there is only one direct route into and out of the site. The access is through existing low density family homes and will necessitate that each trip make 3 to 4 90 degree turns (Morgan, Winters, and Culver Streets) just to get inside the dedicated Solstice site. Currently the plans call for a temporary construction access off of County Road 160 on the south side of Parcel 96. The relief sought is to make this second access permanent. This will guarantee plowed and clear emergency access to Solstice and provide relief to existing residents from the additional higher density sought by Solstice.

3) **No Snow Storage or Plow Accomodation** – The current plan shows no areas within the parcel that can accept and store snow plowing and accumulation. The only place to move snow will be into the few guest parking spaces or into the emergency easement. If this easement is kept open permanently it will secure open access at all times and provide another relief area for snow removal off site.

4) **No Reconstruction of Tandem Parking Areas on Clark and Morgan Streets Demonstrated** – The developer has represented that the reconstruction of tandem parking areas on Clark and

Morgan Streets will take place to reduce these down to single spaces, and then to add additional parking spots along these streets. The current plan shows the new spots, but does not contain plans to remediate the problematic tandem spots and the long term parking issues those areas are causing. The developer will need to assure these off site improvements as part of the park plans already in process.

We thank you for your time and consideration of the items above, and again we ask that the public hearing be continued until the developer can address these items.

Sincerely,

Patrick C. Collins

Trent FYI

PLEASE ATTEND A CRITICALLY IMPORTANT P&Z MEETING REGARDING THE DEVELPEMNT OF LOTS 95 & 96:

Dear Cardiff Glen Community Members,

This coming Tuesday, November 27 at 6:00 at City Hall, the Planning and Zoning Commission will be presented with the application to develop Lots 95 & 96 therefore completing the Cardiff Glen PUD.

You can find the entire application on the City of GWS' website and view print outs of the design plans at the display near the mailboxes. As the Cardiff Glen I Board of Directors, we have raised concerns including the orientation of the entire project on Lot 95. The PUD states that all dwellings must have a street facing front door with covered porches and a yard area. Those of you on Culver Circle will be looking at the back of a two or three story building. To add to our ongoing parking problem, they have provided no off street parking outside of the 12 spots near the new Spirit Mountain Park to be built on Lot 95. The townhomes have one designated parking spot in the driveway and one in the garage. We all know how that is going to go! They are proposing architectural features that are not compatible with the PUD nor the overall design of both Cardiff I and II including wire on their second story desks. There is very little creativity and variation, as outlined in the PUD, in the overall look and feel of this application.

We all knew that these two lots were eventually going to be completed, but it is our hope that the developers will go back to the drawing board, fulfill the requirements set forth the in the PUD, and give us a completed neighborhood that looks and feels compatible with what has already been built.

We need a powerful community presence AT THIS MEETING. Please come protect your investment and the character of our neighborhood by letting your voice be heard!

Sincerely,
The Cardiff Glen I and Master Board of Directors

Robert C. Gavrell
Office (970) 945-6546
rgavrell@balcombgreen.com

December 21, 2018

Trent Hyatt
Senior Planner
City of Glenwood Springs

Via Email only: trent.hyatt@cogs.us

Re: Application of Cardiff 96, LLC to Amend the Cardiff Glen PUD, etc. relating to "Solstice"

PUBLIC COMMENT FROM THE CARDIFF GLEN MASTER ASSOCIATION

Dear Trent,

My law firm represents the Cardiff Glen Master Association, a homeowners association which manages approximately half of the existing units of the Cardiff Glen PUD, and which owns and manages many of the PUD's amenities, including Grand River Park (the "Association"). Please accept this public comment in opposition to the above-described PUD amendment / development application of Cardiff 96, LLC (the "Developer") relating to the development of lots 95 and 96 of the Cardiff Glen PUD (the "Application").

The Application's design for Lots 95 and 96 does not follow the Original PUD.

The original PUD for Cardiff Glen was enacted in 1999 (the "Original PUD"). The active ordinance (ord. 03-99), adopted and incorporated the entire narrative application submitted by the developer as the legally effective terms of the Original PUD. Though unusual, these narrative descriptions are binding, being incorporated and enacted into law through the ordinance. *See* C.R.S. § 24-67-106 (a provision of a development plan "shall run in favor of the . . . municipality and shall be enforceable at law or in equity by the municipality.).

The Original PUD, through its active ordinance, requires certain design elements and features to be incorporated into all construction in the development, as follows:

> "houses and multi-family dwellings will face tree-lined streets with sidewalks" ORD. 03-99, Ex. B, pp. 10 & 11 (emphasis added).

"All of the houses will have front porches and lawns creating an informal, accessible, neighborly atmosphere conducive to impromptu coffee breaks, a simple exchange about the weather or an upcoming school activity." ORD. 03-99, Ex. B, pp. 10 & 11 (emphasis added).

"22-foot wide streets, alleys and housing that features "street friendly" yards, porches and landscaping." ORD. 03-99, Ex. B, pp. 7 & 8 (emphasis added).

"Streets are designed to balance the needs of all users and streetscape design is critical to this balance. The streetscape consists of at least four essential elements, including the paved section of the street, a planting strip for street trees, sidewalk and adjacent buildings. … Pedestrian activity is encouraged by providing uninterrupted sidewalks and appealing streetscape. Neighborliness is encouraged by placing houses with front porches and modest front yards close to sidewalks." ORD. 03-99, Ex. B, pp. 21 & 22 (emphasis added).

"The streetscape is one of the more important elements of the proposed development." ORD. 03-99, Ex. B, p. 34.

"Permitted Mass and Scale
- Primary building mass or approximately 800 s.f. minimum to approximately 1200-1700 s.f. maximum.
- Larger projects divided into building masses with transitions.
- Building entrances similar in scale to those seen in traditional neighborhoods."

ORD. 03-99, Ex. B, pp. 52-53.

The Developer's Application seeks to vary from these existing PUD requirements without reason or cause. All the existing residents of Cardiff Glen purchased their homes and residences in reliance that the PUD would continue to develop along these design guidelines, which are all mandated by the Original PUD. All homes and residences in the entire PUD currently face the streetscape, which presents an unbroken connective tissue for the entire neighborhood. All homes have street-facing entrances, with covered porches, and all homes that have garages are in the rear of the homes, facing the alleys, except for those expressly exempted in the PUD.

In this Application, the Developer has submitted a proposal that breaks up this streetscape vision. For the last two lots of the PUD, this Developer inexplicably has designed residences that face away from the streetscape, rather than toward it, placing their rear facades facing their neighbors – the complete opposite of "building entrances similar in scale to those seen in traditional neighborhoods." For Lot 96, the Application requests approval for an exclusive, encircled separate subdivision where all the units face a common strip of asphalt, rather than the surrounding neighborhood. In place of traditional front porches and modest front yards close to the sidewalks, this proposal eliminates all front porches and all front yards, destroying the "streetscape" that the existing PUD declared was one of the most important elements of the PUD. All the proposed homes place their front entrances next to and facing the same direction as the garage doors, unlike most all other residences in the PUD. The large buildings called for on Lot 96 have no effective transitions, in contravention to the Original PUD's requirement that "larger projects divided into building masses with transitions."

The Association requests that the current Application not be approved until and unless the Developer redesigns the buildings proposed for Lots 95 and 96 to face the existing streetscape, so as to positively interact with the existing development, in keeping with the twenty years' old vision for Cardiff Glen that all previous development has been required to follow.

The Application's proposals do not follow the Amended PUD.

The PUD was amended once, in 2015 (Ord. 20-15) (the "PUD Amendment" or "the Ordinance"). The PUD Amendment did not affect or modify any of the design elements and features expressly required by the Original PUD; instead, the PUD Amendment narrowly removed a single PUD requirement for the construction of a community center (called the "Roundhouse") which the Original PUD had required to be constructed in Grand River Park by whomever performed the final development on Lots 95 and 96.

This Developer worked in close collaboration with the Association to pass the PUD Amendment, and its terms were the subject of close negotiation. The PUD Amendment provided simply as follows:

> The active open space and common open space areas and improvements on Lots 95, 96, and in Grand River Park shall be as presented in Exhibits A and B, attached hereto and incorporated herein.

ORD. 20-15. § 2 ¶ 1 (emphasis added). Exhibits A & B are highly specific as to not only the common areas of Lots 95 and 96, but also as to the improvements depicted and described on those two exhibits. The use of the words "shall be as presented" indicate that their depictions and descriptions are binding, mandatory aspects of the PUD, as amended.

Exhibit A to ord. 20-15 requires that Lot 96 will be developed to have 21,210 sq. ft. of "Common Open Space" and 7,000 sq. ft. of "Active Open Space." The Application submitted by the developer eliminates all active open space on Lot 96 completely, and seems to provide for much less common open space than 21,210 sq. ft.

Exhibit B shows the agreed-upon open space areas and improvements in vivid, full-color detail. Exhibit B confirms that the negotiated PUD Amendment requires a "Play Area" be built in the southern corner, described as an "Active Open Space within Common Open Space." Exhibit B also indicates Lot 96 will be developed to have greater than 2,200 sq. ft of concrete sidewalks, as part of a common open space that surrounds the perimeter of the Lot. Exhibit B also confirms the Developer promised six (6) on-street parking spaces along Culver Circle.

The Developer's Application, by contrast, contains none of these things. The "Play Area" required by the PUD Amendment is eliminated, replaced by retention pond. There is no surrounding common open space, 2,200 sq. ft of concrete sidewalks have vanished, and all the street parking along Culver Circle has disappeared.

As for the improvements, themselves, the Application not only proposes buildings that reject the design requirements imposed by the Original PUD, its proposals also are contradictory to the promises made to the Association and the City when the PUD Amendment was negotiated and approved in 2015. On Exhibit B, all buildings depicted show street-facing entryways and porches, with garages in the rear, matching the design requirements of the Original PUD, and in keeping with all the other development that has occurred at Cardiff Glen over the last two decades.

The buildings shown on the Application flatly contradict their depiction in Exhibit B, eliminating front facing porches, and placing all the front doors and garages adjacent to one another, facing a common asphalt strip. This not only defies the Original PUD, it is a complete reversal of what was depicted in, agreed to, and required by the 2015 PUD Amendment.

The PUD Amendment requires that the "improvements" on "Lots 95 [&] 96" "shall be as presented in exhibits A & B." The Application ignores that requirement. Instead, the Developer proposes a development which will destroy the common "streetscape" vision described by the Original PUD and visually memorialized in the PUD Amendment.

The Association opposes the Application until it is modified (1) to restore the "Play Area" and six (6) on-street parking spaces shown on ord. 20-15 Exhibit B, and (2) so that all the proposed buildings facing Crawford Way and Culver Circle are redesigned to have front porches facing those streets, consistent with the requirements of the original PUD and as the Developer drew them on Exhibit B to ord. 20-15.

The Application, if approved, would violate the contractual agreement between the Developer and the Association, leading to litigation between the Association and the Developer.

The Association owns a variety of common open spaces in the PUD, including the centrally located Grand River Park (the "Park"). The Park is where the Roundhouse was supposed to have been built. The PUD Amendment removed the Roundhouse requirement, in exchange for the Developer's promise to make other improvements to the Park, and to build "[t]he active open space and common open space areas and improvements on Lots 95, 96 … as presented in Exhibits A and B." *See* ORD. 20-15 § 2 ¶ 1.

The Association is but one of three homeowners associations in the Cardiff Glen PUD. These three associations share the costs and responsibility for maintaining the Park and other shared open spaces through an agreement called the "Joint Use and Cost Sharing Agreement ("JUCS Agreement"). The JUCS Agreement was originally entered into in 2004.

The PUD Amendment required the Developer to join into the JUCS Agreement as a condition of its approval. *See* ORD. 20-15 § 2 ¶ 4. The Developer did, in fact, enter into the agreement through a "First Amendment" to the JUCS Agreement on February 1, 2016 (the "First Amendment"). A copy of the First Amendment is attached.

The agreements reached by the Association and Developer in the First Amendment are entirely based upon the Developer's representations depicted in the attachments to Ord. 20-15. The First Amendment begins by reciting that:

> … Ordinance No. 20, Series of 2015 (Ordinance No. 20") … amended the zoning of the PUD to modify certain obligations relating to the development of the PUD, including Lots 95 and 96, and said Ordinance included conditions relating to agreements among the Parties hereto relating to construction and maintenance of certain open space improvements, which conditions this Agreement is intended to fulfill.

FIRST AMENDMENT, Recitals, p. 1 (emphasis added). This Recital was incorporated into the body of the agreement, as an "affirmative and material representation and acknowledgment." FIRST AMENDMENT ¶ 1.

All the Association's obligations under the First Amendment are contingent upon the Developer constructing improvements "consistent with the requirements described in the Ordinance No. 20." FIRST AMENDMENT ¶ 2. Because the PUD Amendment did not modify the design requirements of the Original PUD in any respect, the Association takes the position that those design elements were incorporated into and a material part of the PUD Amendment, making any design proposal in contravention to those elements a violation of the Developer's promises made in the First Amendment.

The Application submitted by the Developer to the City is not consistent with these requirements, all as outlined above. Because of that, if the City should approve the Application as it is presented, the Association may take the position that it is released from its obligations under the First Amendment. The Association may refuse to authorize the Developer to build any improvements on Association property, and it may refuse to take ownership of or responsibility for any improvements constructed by the Developer on Lots 95 and 96 upon their completion.

If this should happen, the Developer would be unable to complete the improvements required by the PUD Amendment. The Developer would then be unable to secure certificates of occupancy to any units he constructs. *See* ORD. 20-15 § 2 ¶ 9 ("No certificates of Occupancy shall be issued on Lots 95 and 96 until… all alternate open space improvements are constructed."). This will likely lead to litigation between the Association and the Developer.

For this reason, also, the Association requests that the City not approve the Application, but require the Developer to stand by his promises made in, memorialized by the required by the language of Ordinance 20-15, and its incorporated Exhibits A & B.

Sincerely,

Robert C. Gavrell

cc: client
David McConaughy (via email only)
Karl Hanlon (via email only)

ORDINANCE NO. 3

Series of 1999

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, REZONING A 21.75 ACRE PARCEL ON COUNTY ROAD 116 IN THE CITY OF GLENWOOD SPRINGS FROM R/4 RESIDENTIAL TRANSITIONAL TO PLANNED UNIT DEVELOPMENT(PUD), KNOWN AS CARDIFF GLEN.

WHEREAS, the City's Planning and Zoning Commission, at its December 15, 1998 meeting, recommended approval of a rezoning of a 21.75 acre parcel on County Road 116 in the City of Glenwood Springs; and

WHEREAS, City Council considered the recommendation at its regular meeting on January 7, 1999, and affirmed the findings of the Planning and Zoning Commission and granted the rezoning; and

WHEREAS, City Council found that the proposed rezoning is consistent with City goals, policies, and plans; and

WHEREAS, Section 070.040.060.B.4 of the Glenwood Springs Municipal Code requires that an ordinance be enacted to effectuate the rezoning, as granted.

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

Section 1. The 21.75 acre parcel on County Road 119, also known as Cardiff Glen and described in the metes and bounds description attached hereto as Exhibit "A", is hereby rezoned from R/4 Residential Transitional to Planned Unit Development (PUD), in accordance with the plan attached hereto for all purposes as Exhibit "B".

Section 2. The rezoning is subject to the following contingencies, which have been agreed to by the developer of the parcel:

1. A development plan shall be submitted to the City within six (6) months of the effective date of this ordinance.

2. Any development shall comply with the Federal Airspace Regulations Part 77 and shall execute and record an avigation easement, approved by the City, prior to the recordation of any subdivision plans or occupancy of any residences on the parcel.

3. A minimum of 20% deed restricted affordable housing shall be provided subject to the City's sponsoring applicable grant applications, subsidies or impact fee waivers for the project. All such subsidies will be applied by the developer, dollar for dollar, to the

reduction of the sale or rental price of the unit; and all units receiving a minimum qualifying subsidy of at least 10% of the projected base price of a "studio 3", as defined in Exhibit "B", shall have an occupancy and resale deed restriction filed on the property. If possible, persons employed within the City limits or with the school district shall be given priority in acquiring housing within the development.

4. The developer of the parcel shall provide $6,250.00 for the coke oven preservation grant prior to the issuance of a development permit.

5. The developer shall provide funds, or other adequate security approved by the City, for the construction of a ballfield at Summerville Park, as shown in Exhibit "B", prior to the approval of a subdivision plat. The cost of the field shall be mutually agreed upon by the City and the developer.

Section 3. This ordinance shall be automatically repealed on August 15, 1999, if Paragraph 1 of Section 2 above has not been complied with as set out therein.

INTRODUCED, READ AND PASSED ON FIRST READING, ORDERED PUBLISHED IN FULL THIS 21st DAY OF JANUARY, 1999.

CITY OF GLENWOOD SPRINGS, COLORADO

Sam Skramstad, Mayor

ATTEST:

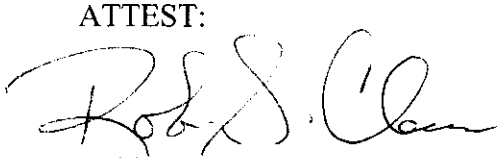
Robin S. Clemons, City Clerk

INTRODUCED, READ ON SECOND READING, APPROVED, AND ORDERED PUBLISHED BY TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND PUBLICATION THIS 3RD DAY OF FEBRUARY, 1999.

CITY OF GLENWOOD SPRINGS, COLORADO

Sam Skramstad, Mayor

ATTEST:



Robin S. Clemons, City Clerk

(970) 945-1004
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116 West 6th, Suite 200
Glenwood Springs, CO 81601

R/4 ZONE
LEGAL DESCRIPTION

A parcel of land located in the south one half of Section 22 and the north one half of Section 27, Township 6 South, Range 89 West of the Sixth Principal Meridian, Garfield County, Colorado. Said parcel is more particularly described as follows, to wit:

Beginning at the northwest corner of the Glenwood Springs Municipal Airport from which a witness corner set for the north one quarter corner of Section 27, said township and range bears S 21°48'12" W 134.23 feet distant; thence along the boundary of said airport parcel South 26 degrees 56 minutes 00 seconds East (S 26 56'00 E) 588.93 feet to a point on the centerline of a 45.00 foot right of way as shown on the Hughes Addition to Cardiff; thence South 01 degrees 22 minutes 11 seconds West (S 01°22'11" W), a distance of 226.38 feet along said centerline; thence North 88 degrees 37 minutes 49 seconds West (N 88°37'49" W), a distance of 88.50 feet to the northwest corner of Lot 12, Block 4, Hughes Addition to the Town site of Cardiff; thence South 01 degree 22 minutes 11 seconds West (S 01°22'11" W) 120.00 feet along the westerly line of Lot 12 and its extension to the center of Third Street as shown on said Hughes Addition; thence South 88 degrees 37 minutes 49 seconds East (S 88°37'49" E) 66.00 feet along said centerline to the easterly line of the northeast quarter of the northwest quarter of Section 27; thence South 01 degrees 22 minutes 11 seconds West (S 01°22'11" W) 445.00 feet along said easterly line ; thence North 80 degrees 54 minutes 48 seconds West (N 80°54'48" W) 184.84 feet; thence South 32 degrees 46 minutes 00 seconds West (S 32°46'00" W) 127.27 feet to a fence line marking the northerly right of way of a County road; thence North 69 degrees 17 minutes 37 seconds West (N 69°17'37" W) 6.97 feet along said fence line; thence North 71 degrees 51 minutes 52 seconds West (N 71°51'52" W) 40.39 feet along said fence line to the intersection with the northerly right of way of Midland Avenue; thence along said northerly right of way the following four (4) courses:

1) North 59 degrees 54 minutes 30 seconds West (N 59°54'30" W), a distance of 256.59 feet; thence

2) South 30 degrees 05 minutes 30 seconds West (S 30°05'30" W), a distance of 50.00 feet; thence

3) North 59 degrees 53 minutes 57 seconds West (N 59°53'57" W), a distance of 660.69 feet; thence

4) North 67 degrees 23 minutes 29 seconds West (N 67°23'29" W), a distance of 97.55 feet; thence

North 46 degrees 46 minutes 52 seconds East (N 46°46'52" E) 1346.68 feet to the point of beginning; and containing 21.785 acres.

deb:lec\94054.rev
08/24/98

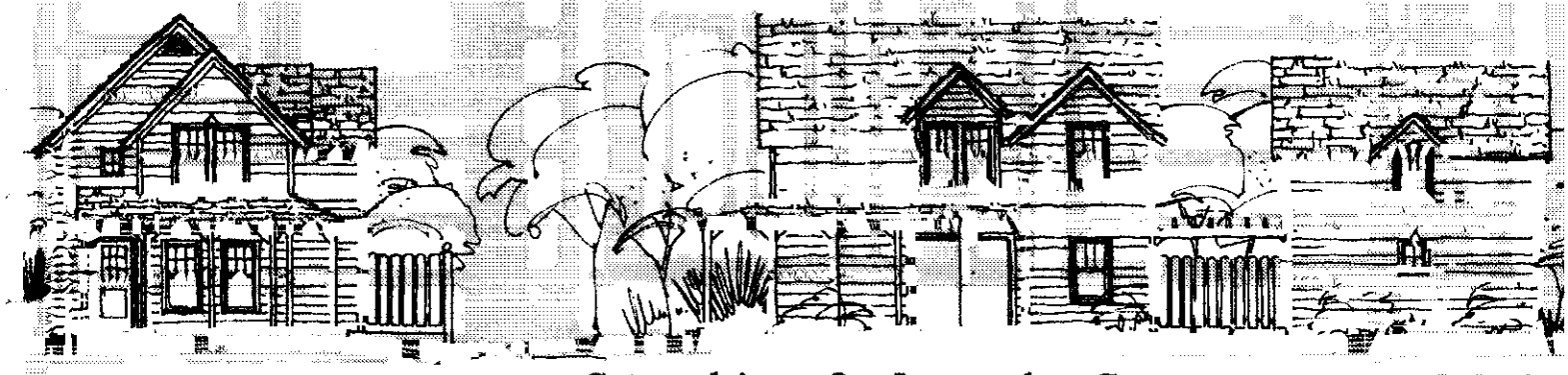
EXHIBIT A

EXH B
TO ORDIN. #3
SERIES OF 1999

Cardiff

Glenwood Springs, Colorado

PUD ZONING APPLICATION



Studio 8 Land Company, LLC

CARDIFF GLEN
PLANNED UNIT DEVELOPMENT

PUD Zoning Application

Revised December 10, 1998

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CARDIFF GLEN
PLANNED UNIT DEVELOPMENT

A. INTRODUCTION

This application submitted by Studio 3 Land Company, LLC (herein after referred to as the Applicant), requests approval of the Cardiff Glen PUD Zone District. All relevant provisions of the City of Glenwood Springs, Title 070, Subdivision, Development and Use of Land with respect to PUD review requirements are included with this application.

The Cardiff Glen PUD is a 21.785 acre residential development created specifically to meet the residential and recreational needs of the Glenwood Springs community - from a variety of housing choices at affordable prices to parks, community center, and a small locally owned commercial center. The site is roughly bordered by Sopris Elementary School, Airport Road (County Road 116) and the Glenwood Springs Airport. The design will reflect both community and public input and honor the idea of a quiet, safe neighborhood. The Cardiff Glen Neighborhood PUD will emphasize a substantial amount of open space, interconnected pedestrian and biking trails, a street system making it possible for children to play ball and bike

without worry. Central to the PUD will be The Midland Commercial Center located adjacent to a wonderful playground/park, Grand River Park, - a place to meet, catch up with the neighbors and visit amenities such as a small grocery store, coffee shop/deli, and day care center - all within walking distance from anyplace in the Cardiff Glen community.

B. EXISTING CONDITIONS

1. Project Location

   The 21.785 acre site is roughly triangular in shape and is located southeast of Sopris Elementary School, northeast of Airport Road (County Road 116), and west of the Glenwood Springs Airport.

2. Current Zoning

   R/4 Residential Transitional

3. Existing Uses

   Open fields recently used for grazing.

4. Site Access

   Access to the site is from Airport Road (County Road 116).

5. Utilities

Water and sewer (City of Glenwood Springs), gas(KN Energy), electric(City of Glenwood Springs), telephone(US West) and cable(TCI Cable) utilities are located at or near the northwest corner of the property in the County Road 116 right of way.

6. Topography

The property is relatively flat with a slope of about 2% to the northwest.

7. Geology

A Soils and Foundation Investigation report dated February 8, 1995 was prepared for the Roaring Fork School District RE-1 on the adjoining Sopris Elementary School property. A copy of the report prepared by CTL/Thompson is attached for reference.

8. Vegetation

Native grasses and weeds.

C. PUD DESCRIPTION AND ISSUE RESOLUTIONS

1. Comprehensive Plan Context

The Cardiff Glen Neighborhood PUD is designed along the principals of the *traditional neighborhood* of the past, including historic downtown Glenwood Springs and the old Cardiff subdivision of the late 1800's, with a balanced mix of residences, shops, workplaces and recreation within the neighborhood. The integration of multiple land uses allows residents to meet more of their daily needs through shorter trips.

a) The City should maintain a compact urban form.

Cardiff Glen is located on a 21.785 acre parcel within the Glenwood Springs city limits on land that is zoned R/4 Residential Transitional. The property is roughly bounded by County Road 116, the RE-1 school property, the Glenwood Springs Airport and County residential properties. Glenwood Park subdivision is the closest residential development just westerly of the school. **Cardiff Glen**, is therefore, by location, an extension of the city residential area in South Glenwood Springs and will conform to this policy.

b) The City should be a place where people are able to live, work, play and raise a family.

Our concept for **Cardiff Glen** is just that: a mixed-use residential development featuring both rental and sale, single and multi-family dwellings. The Midland Commercial Center will offer services from a "corner grocery" and coffee shop to a day nursery facility and doctor or dentist. The center is within easy walking or biking distance from wherever you live in the **Cardiff Glen** neighborhood as well as Glenwood Park. Just next door to the commercial area is The Roundhouse, a community center where daytime, after-school and evening activities can engage young children, teenagers and grown ups. The Roundhouse overlooks Grand River Park. As it adjoins the commercial center with the natural flow of people, Grand River Park becomes a perfect spot for spontaneous get-togethers whether it's touch football games or just sharing a sandwich with a friend under a tree. There is also land dedicated to the City for recreational use, like the ball field at Summerville Park, where kids can play and parents-cum-coaches can cheer them on.

The development is designed as a neighborhood that retains the character of old Glenwood Springs with 22-foot wide streets, alleys and housing that features "street friendly" yards, porches and

landscaping. The intent is to construct the dwellings so they are affordable to the working residents of the City who presently are priced out of the market.

c) The City should protect its scenic vistas, rivers, steep hillsides and ridges.

The site for **Cardiff Glen** is relatively flat with several large tree clusters and is well removed from the river. The structures proposed will be residential in nature and within the city height limits. The entrance to the neighborhood from County Road 116 will be along Grand River Park, the neighborhood park that is an open space seldom found in the City, and will present a tree-lined vista to the north. The new dedicated recreation area, Summerville Park, at the northerly end of the property, will provide a continuation of the city recreation area at the school. It also creates a wide, open space vista from east to west, essentially from Glenwood to Old Cardiff and beyond.

d) The City should provide adequate public recreation facilities within the city.

Cardiff Glen will dedicate Summerville Park to the City. Summerville Park, at the northern end of the property, is 1.84 acres in area. In Summerville Park, we will provide funds for the construction of a children's ball field and we will construct 10 park-user parking spaces, landscaping and a 3-rail split rail fence along the runway area to restrict pedestrian access to the airport facilities.

Grand River Park is at the southerly entrance to the neighborhood and is 1.51 acres in area. A neighborhood center facility, The Roundhouse, will be constructed on this site and will be owned and maintained by the **Cardiff Glen** Homeowners Association.

We will also dedicate to open space a 30-foot wide trail easement from Summerville Park to The Midland Commercial Center that totals 0.23 acres. We will construct a walking path, a 3-rail split rail fence, landscaping and a stream. This area will be dedicated to and maintained by The Cardiff Glen Homeowners Association.

A 15-foot wide trail easement along County Road 116, 0.37 acres in area, and a 20-foot foot wide easement from County Road 116 to Summerville Park, 0.45 acres, will be dedicated to and maintained by the City. We will provide a 3-rail split rail fence and landscaping

in this area.

It should be noted that we have had discussions with the Mayor, City Manager and Planning Director about creating a jointly owned and operated irrigation system, utilizing the City's water rights from the river, to irrigate the school property and City recreation areas, parts of Glenwood Park and **Cardiff Glen.**

e) The City should maintain a distinct urban edge.

Cardiff Glen will establish this edge by defining the urban neighborhood character in what exists now as a more rural feeling in the South Glenwood city limit. The easterly and southerly property lines are now the Glenwood city limits

f) The City should maintain neighborhoods that are walkable and talkable.

The "neo-traditional" concept for **Cardiff Glen** is based upon the lot-and-block plan found in most older portions of our cities today. The houses and multi-family dwellings will face tree-lined streets with sidewalks wide enough for kids on their bikes, parents (and or kids) carrying groceries, or just strolling. All of the houses will have front

porches and lawns creating an informal, accessible, neighborly atmosphere conducive to impromptu coffee breaks, a simple exchange about the weather or an upcoming school activity. All garages are located on the alleys, with the exception of twelve perimeter lots, which removes driveways and impersonal garage doors from the streetscape. Central to the idea of a neighborhood, as mentioned above, will be walkable access to the Midland Commercial Center, The Roundhouse Neighborhood Center and Grand River Park. Walking paths will trace the southern and western perimeters as well as a 30-foot trail easement from Summerville Park to Grand River Park and will connect the inner neighborhood with the school and City park areas, as well as the extended City bike trail to be located along County Road 116.

g) The City should encourage a balance between jobs and housing for local workers.

According to the Housing for Tomorrow Commission, within the Glenwood Springs Zip Code area today, there are an estimated 10,000 jobs, yet within that code, there are only about 5000 local residents. There are several reasons for this condition: Glenwood has one of the lowest, if not the lowest vacancy rate in the State; there have been no attainable housing developments created within

the City in recent times and few affordable rental units are available.

Cardiff Glen was conceived not only as an attempt to create a new neighborhood within the City, but to address this unhealthy imbalance that exists because people can not afford to live where they work. In addition to dealing with this serious issue, that over time, is the prime cause of the erosion and ultimate extinction of the feeling of belonging to and caring about the community, **Cardiff Glen** proposes additional features that are missing in most of the new housing developments built today:

--a sense of place

--a neighborhood with a sense of style

--attractive, friendly tree-lined streets

--a neighborhood park

--walking paths

--the corner grocery, coffee shop, day nursery, doctor or dentist

--a new city park for a ball field

--neighborhood community center

Cardiff Glen will have 91 single family lots with a variety of 2, 3 and 4 bedroom homes, nice yards, garages and parking primarily on

alleys instead of the street, and up to 30 ADUs. There will be 126 multi-family residences, some for sale, and others for rent. The small neighborhood commercial area will have studio, 1 and 2 bedroom apartments on the upper levels overlooking Grand River Park, the neighborhood park. The houses and apartments will be priced to be very attractive and attainable for people who work in Glenwood.

We feel this is the type of environment where almost anyone would want to live, not to mention the bonus of saving hours a month commuting. This is our goal. So how does the City encourage housing for its own workers? Motivation to do so stems from the simple and clear understanding of the needs of the working residents. The City has to offer incentives to developers to do these kinds of projects. We would suggest that the City has the power to provide significant assistance to a project such as **Cardiff Glen** through waiving of certain impact fees, participation in grant funding requests, and continuing with the much appreciated, accelerated approval process.

For our part, efforts are underway to secure every reasonable subsidy from various state housing grants to allow a neighborhood that encompasses a variety of income levels in a mix of rental and

sale dwellings. In order to maintain "affordability", we would like to see major employers have first right-of -refusal for single and multi-family units that, by deed-restriction, would maintain protection from high appreciation rates in the valley. Employees of the public school district, the hospital, the city, the college are just a few that could benefit form this concept. It is not a community unless people can afford to live and participate in the activities that define their community. As the police chief put it: "If we get into a situation of commuter cops, we will lose a great bit of our ability to be part of the community."

h) The City should preserve a balance between developed areas and dedicated open lands.

Cardiff Glen will provide the open space and dedicated park area described herein under the P.U.D. requirements that will comply with this policy.

i) The City should require adequate infrastructure concurrent with development.

The existing infrastructure in the South Glenwood area has problems which will be corrected by **Cardiff Glen**.

1) The water pressure deficiency will be improved through the construction of a new, 500,000 gallon water tank to be located on Glenwood Land Company property on the south side of County Road 116.

2) Sewer tap fees will be paid in advance to correct sewer line deterioration in the Midland Avenue area.

3) All on-site infrastructure will be constructed according to present utility requirements.

j) The City should encourage a balance among household sizes, income and ages.

Cardiff Glen is designed as a complete neighborhood, an area of many elements, not just one housing type. We are proposing 91 two, three and four bedroom, single family dwellings ranging in size from 800 sq. ft. to 1600 sq. ft. (measured as interior net livable area and excludes basement and garage space). We are requesting approval of up to 30 Accessory Dwelling Units (A.D.U.) that could be built above garages which, if built, would be approximately 320 sq. ft to 420 sq. ft studio type dwellings.

A variety of 126 multi-family dwellings ranging from 440 sq. ft. studios, 880 sq. ft one bedrooms, 800-1100-1200 sq. ft. two bedrooms and 1250 sq. ft. three bedrooms (measured as interior net livable area and excludes basement and garage space), will be provided; fourteen of these units will be above The Midland Commercial Center shops.

Each phase of the development will contain a variety of the unit types and sizes offering cost, life-styles and size options throughout the project. We therefore anticipate that from the beginning, **Cardiff Glen** will reflect the diversity existing in Glenwood Springs.

k) The City should encourage a variety of housing types, sizes and costs within each neighborhood. Neighborhoods are defined as areas with unique characteristics such as architecture or geography, walkable in extent and characterized by social interaction amongst residents.

Cardiff Glen is designed to secure this variety. We are offering a broad spectrum of housing types, ranging from below-median income rental to market-rate single family detached sale homes. In addition, we are requesting approval of up to thirty Accessory

Dwelling Units (A.D.U.) to be included as part of the PUD application. The A.D.U. is an idea that has proven successful in other communities by supplying another level of housing opportunity and potential income for the owners.

Cardiff Glen is conceived as a genuine neighborhood defined by a grid pattern of streets and alleys. The applicant intends to build all of the structures and by doing so, will control the architectural character throughout the neighborhood. A system of pedestrian paths will be developed, in addition to the sidewalks, that will connect the perimeter to various adjacent properties such as Sopris Elementary School, the City recreation area at the school and the future extension of the Midland Bike trail. The path system will allow residents to walk to Summerville Park, the Midland Commercial Center, Grand River Park and The Roundhouse from any location within the neighborhood. All of these features will promote the pride of place and a sense of belonging so necessary to the well-being of any successful neighborhood. The Homeowners Association Covenants will insure that the standards we set are maintained.

l) The City should reduce traffic congestion.

The Midland Commercial Center, a neighborhood-scale commercial area, is easily accessible by bike or on foot from any residential location in **Cardiff Glen.** This easy access would therefore eliminate a certain amount of car traffic for taking care of the necessities. The center could include a small "corner grocery store", a day-nursery, a coffee shop, a doctor or dentist, and The Roundhouse, a community activity center. We have connected the neighborhood to Sopris Elementary School which would allow children to walk or bike to school, instead of taking the bus or being dropped off by their parents. We anticipate 300-400 children in **Cardiff Glen** and assuming that about half would be in elementary school we could anticipate a significant reduction in school traffic alone. We are hoping that the City will consider an extension to the existing bus service to **Cardiff Glen** to promote public transport and greatly reduce the car traffic. We would encourage the use of trolley sized buses that could stop at the Midland Commercial Center on a regular basis for the residents to commute to town. We would be happy to "create" a bus stop to fit the character of **Cardiff Glen.**

2. Density/Zoning

A density of 10-12 units per gross acre with residential lots and blocks limited in size will provide greater affordability and encourage pedestrian activity. A variety of housing will be provided, including detached single family residential, duplex, townhomes, condominiums and apartments. With a variety of housing types, the needs of varied age and income groups are more easily accommodated within the PUD and a greater diversity of residents is encouraged.

Individual zone districts have been created for the single family, multi-family and commercial/residential.

See Section D. Zoning Standards for R/2-PUD, R/3-PUD and C/3-PUD zoning requirements.

3. Small Lot

The fabric of the neighborhood is made up of homes built on narrow 33 foot(min.) wide by 91.5 foot long lots (3020 s.f.). Houses with modest front yards face the street with garages located at the rear of each house, on alleys, with the exception of twelve single family lots that will have driveways accessed from the street. This arrangement, for the majority of the PUD, results in uninterrupted sidewalks and

makes the front entry and porch of each house the prominent feature - not the garage doors. On the lots that have street access, garages will be set back from the principal structures a minimum of 10 feet. Accessory dwelling units over detached garages can be used for home offices, apartments, a teenager's private space, or for care for an elderly parent.

4. Commercial

The commercial zone joins with the Roundhouse community center and Grand River Park to form Old Town Square at the heart of the neighborhood and serve as the focal point and landmark for the PUD. The community center will serve as the neighborhood gathering center as well as the for central mail pick-up. Locally owned commercial uses are planned to provide conveniences and amenities that will add to the quality of life in the PUD and surrounding neighborhoods in south Glenwood. A small grocery, coffee shop/cafe, day nursery center, and professional offices are located within short walking distance to every resident. Convenient pedestrian access to the Old Town Square will decrease the reliance on the automobile and reduce the traffic normally produced by typical residential developments.

5. Streets

The Cardiff Neighborhood PUD has a rectilinear pattern of streets and alleys designed to keep through-traffic off local neighborhood streets. Neighborhood streets are designed to provide equability for pedestrian comfort and automobile movement. Slowing the automobile and increasing pedestrian activity encourages the casual meetings that form the bonds of community. The local streets will be 22 feet, curb-to curb, and the collector streets will be 24 feet, curb-to-curb, a design that ensures slower traffic and safer pedestrian activity. With the exception of twelve perimeter lots, garage access will be from the alleys only, again, a design to reduce the impact of traffic.

6. Streetscape

Streets and streetscapes serve multiple purposes in the Cardiff Glen PUD including movement of automobile traffic and transit vehicles, pedestrian and bicycle pathways, areas of public interaction and areas for placement of street trees and landscaping. Streets are designed to balance the needs of all users and streetscape design is critical to this balance. The streetscape consists of at least four essential elements, including the paved section of the street, a planting strip for street trees, sidewalk and adjacent buildings. Pavement widths are reduced to 22 feet curb face to curb face on

the secondary streets and 24 feet curb face to curb face on the main collector streets to slow traffic. The network of interconnected streets and alleys disperses traffic and promotes efficient movement for all modes of transportation. Pedestrian activity is encouraged by providing uninterrupted sidewalks and appealing streetscape. Neighborliness is encouraged by placing houses with front porches and modest front yards close to sidewalks.

7. Parking

All off-street residential and commercial parking will follow and in fact exceed, the requirements of Article 070.050 with the exception of prohibiting recreational vehicle parking on-site. All single family detached, duplex residential units will be provided 2 parking spaces. Multi family units will be provided 2 spaces per units plus 1 guest space for every five units. Parking for residential units above the commercial will be provided at a rate of 1 space per studio unit, 1 space per one-bedroom unit and 2 spaces per two bedroom unit. Commercial parking will follow the Glenwood Springs Land Use Code Article 070.050.060.D.11. Guest parking has been dispersed throughout the neighborhood. Additional spaces above what is required for the commercial center have been located at Grand River Park. Small parking lots have been included at Summerville Park and at additional areas of open space where it is envisioned that

there will be a need. Within the residential blocks, guest spaces have been added parallel with the streets. These spaces will measure 8 feet by 25 feet. They will be recessed off the street by four and one half feet (the dimension of the planting strip) and will leave in excess of 18 feet of clear driving land. This has been reviewed with the fire marshal and approved. It is important to note that this reduced dimension only happens at the location of the guest parking which usually accommodates three cars and the balance of the road is 22 feet in width. Seasonal and recreational vehicles will not be allowed to park in the PUD and must be stored off-site.

Although our goal is to comply with the requirements of the underlying zoning, it should be understood that all commercial activity shall be designed to meet the needs of Cardiff Glen, and as such will not draw substantial non-neighborhood traffic. It is the applicant's belief that the parking provided within the Cardiff Glen PUD, while meeting the requirements of the underlying zoning will substantially exceed the practical requirements of this pedestrian neighborhood. This parking has been located on the 24 foot wide main collector street and has been designed as angle parking. Its full dimension has been accommodated in addition to extra space so

cars can back out of spaces without entering the main collector street.

8. Dedicated Parkland and Common Open Space

Formal and informal open space is located throughout the PUD. The design of the neighborhood gives priority to public space. These spaces enhance community activity, identity and civic pride. The neighborhood plan creates a hierarchy of useful public spaces: a formal Old Town Square, Midland Commercial Center adjacent to Grand River Park connected by a pedestrian walk with a narrow stream to Summerville Park at the north end of the property. Pedestrian and recreational trails connect ponds and a perimeter greenbelt with scattered parks and playgrounds. The entire PUD is interconnected by neighborhood sidewalks, and a greenbelt which promote walking, encourage informal meetings, and provide safe pedestrian and bicycle access to other open spaces or to destinations such as Sopris Elementary School, Glenwood Park PUD, Cardiff and adjacent playgrounds.

Dedicated Parkland: Summerville park will be dedicated to the City of Glenwood Springs as partial credit towards parkland dedication. Additionally, Studio 3 Land Company will commit to providing the funds necessary to construct a ball field on that park

at the time that the town constructs the ball fields at Sopris Elementary School.

Completing the required parkland dedication will be the west and south perimeter trails. This will bring the total dedicated parkland to 2.67 acres while 2.54 are required.

Common Open Space: The other large park, Grand River Park will be held as common open space by the Cardiff Glen Homeowners Association. This park will be left open so structured and unstructured activities can take place. This is envisioned as a park at which youth soccer can take place, as an example, as well as such passive activities as picnics or just tossing a baseball.

Each multi family parcel will be required to provide a minimum amount of open space (see zoning regulations for each multi family parcel's specific requirement) as well as a specific minimum amount of active open space. Within the active open space of each multi family parcel will be "tot lots" with play structures such as Timberform. These active areas in conjunction with the unstructured open space requirements for the multi family parcels will provide much needed area for multi family residents.

The combination of the common open space that has been identified as active, including Grand River Park, the multi family specific requirements for active open space and the interior trails, provides 4.43 acres of active open space. As this exceeds 50% of the code requirement for open space, this Planned Unit Development qualifies for a 50% reduction in dedicated parkland. The attached Parkland and Open Space Data provides the specific quantities required of this project by code and the quantities being provided. In each case, this development not only exceeds the code requirements, but has included those requirements into the zoning regulations.

Table 1
Park Land & Open Space Data

Park Land

	Acreage
Summerville Park	1.96
Tracts F-I	0.82
Total	2.78 acres
Park Land Required	2.54 acres
Total	**0.24 acres *over requirement***
Coke Oven Grant - $6,250.00	
Equivalent acreage	0.09 acres

Open Space

	Acreage
Grand River Park*	1.51 acres
Tracts B-D*	0.27
SF Lots	2.53
MF Lots*	1.95
Planting Strips	0.70
Miscellaneous*	0.26
Total	7.22 acres
Open Space Required	5.45 acres
Total	**1.77 acres *over requirement***

*Active Recreation Development to meet 50% Requirement

	Acreage
Grand River Park	1.51 acres
Tracts B-D	0.27
MF Lots @ 33% of Open Space	0.64
Miscellaneous(school access trail)	0.03
Total	2.45 acres
Active Space Required	2.54 acres
Total	**0.09 acres *under requirement***

Management/Maintenance and Ownership of Common Facilities: The proposal for **Cardiff Glen** includes the following:

a) All streets and sidewalks and rights-of-way will be dedicated to and maintained by the City.
b) All alleys will be owned and maintained by The Cardiff Glen Homeowners Association.
c) Summerville Park, and the 15-foot wide trail easements along County Road 116, and a 20-foot wide trail easement from County Road 116 north to Summerville Park, will be dedicated to and maintained by the City.
d) All common open space and trails within will be deeded to and maintained by The Homeowners Association.
e) All trails, with the exception of the City Bike Trail along County Road 116 and the trail from County Road 116 to Summerville Park, will be owned and maintained by The Cardiff Glen Homeowners Association.
f) The neighborhood recreation facility, The Roundhouse, will be deeded to and maintained by The Homeowners Association.

The following conditions will apply:

a) Common open space shall be deeded to the **Cardiff Glen** Homeowners Association which shall be established before any

residences are sold and membership shall be mandatory for each single family residence, for each multi-family residence as well as the neighborhood commercial units.

b) Open space restrictions shall be permanent.

c) The Homeowners Association shall be responsible for utilities, maintenance, liability insurance and taxes on open space and recreational facilities, as well as their share of the proposed river water irrigation system.

d) The Homeowner's Association shall have the power to levy assessments which can become liens on individual properties for the purpose of financing the operation and maintaining common facilities.

e) In the event that the organization established to own and maintain common open space, recreational areas or commonly owned facilities or any successor organization, shall at any time fail to maintain such areas or facilities in reasonable order and condition in accordance with the approved P.U.D. plan, the City may take action as provided by C.R.S. 24-67-101 et. seq. as amended.

f) Park land dedication is to be based on the code requirements ratio of 0.007 acres per resident of the proposed development and is computed as follows:

1) 3.5 residents per single family dwelling.
   3.5 x 30 A.D.U. + 91 single family dwellings x 0.007 = 2.964 ac.

2) 2.5 residents per multi-family dwellings.
   2.5 x 126 MF dwellings x 0.007 = 2.21 ac.

3) Commercial at 8% of the total gross area:
   7200 sq. ft. x 8% = 0.013 ac.

The total computed above is 5.19 acres. We propose that half of this park land dedication, 2.59 ac., be waived as allowed in section 070.030.140B in consideration of construction of a children's ball field in Summerville Park and The Roundhouse, a neighborhood community center, in Grand River Park.

It is anticipated that the open spaces will be developed on a proportional basis in each of the development's phasing The Midland Commercial Center will be completed in the final phase of construction. The Roundhouse, the neighborhood recreational facility, would be constructed in the final housing phase. Studio 3 Land Company will furnish the funds necessary to construct the

new ball field for use by the City when the school property recreation area is developed.

9. Pedestrian Improvements

All residential streets have been designed with 5 feet wide sidewalks set 5 feet off the pavement edge. The sidewalks that border the main collector roads will be widened to 8 feet on the commercial side.

The walkway that connects Grand River Park to Summerville Park will be 8 feet wide and will be owned and maintained by The Cardiff Glen Homeowners Association. This walk will maintain its elevation as it crosses the roads and the roads will ramp up to the walk elevation. This will provide a hierarchical advantage to the walkway system.

A trail system within 15 foot wide and 20 foot wide easements will border the site to the south and west respectively, and provide access around the site. This will be a softer surface trail (not concrete) consisting of either asphalt, recycled asphalt or crusher fines and will be approximately 5 feet in width. These easements will be dedicated to and maintained by the City.

10. Landscaping

School Access/Security: The current plan provides easements for pedestrian access at west end of Crawford Way. This will allow pedestrian access from the school to the project site. Studio 3 will work with the School District to establish the actual physical link so that unregulated access is prevented. The easements will simply allow us to carry out any future plan for an access link.

Perimeter Landscaping: The existing adjacent uses to the Cardiff Glen property are primarily residential in the Cardiff area and are as such compatible. However, to minimize the impact to these land owners, moderate levels of landscape screening will be provided. The Applicant has met with all adjacent property owners and developed an acceptable approach to providing visual impact mitigation and security. The same method of mitigation will be employed for the Sopris Elementary School, the Airport and the two adjacent private properties currently owned by Fred Weber and Mike Alsdorf. This will consist of natural clumps of spruce and/or pinon and aspen trees as well as native shrubs such as serviceberry, potentilla and scrub oak. A three rail, split rail fence will also be constructed to secure adjacent properties. In the case of the School, the fence will be augmented with a wire mesh inside the rail fence.

The intent of the landscaping is not to make Cardiff Glen disappear behind a wall of plant material but instead to soften the architectural impact of the new residences as well as provide the required levels of security.

Native plant material in natural clumps will be used (as opposed to lining aspen trees up on 30 foot centers). The levels of landscaping will, again, not be such as to make an attempt to make the development disappear, but instead soften the visual impact of the architecture. Grasses will be native seed mixes to minimize water consumption as well as provide a more natural appearance to the perimeter. This will only be varied in specific park areas. As an example, the main entry area to the neighborhood will be a manicured fescue lawn.

The Cardiff Glen PUD will incorporate several different hierarchies in landscape. Grand River Park will be designed to provide passive recreation space. This area will be landscaped with drought tolerant turf grass and native landscape plants such as cottonwoods and dogwoods along the ponds and streams, and aspen, spruce and crab apple as well as native shrubs throughout the areas. The stream walkways will receive cottonwood trees, dogwood and alder shrubs as well as a hard surface path.

The streetscape is one of the more important elements of the proposed development. All streets will be landscaped with street trees planted within the landscape area between the sidewalk and the road. Trees will be maple, planted approximately 30 feet on center and the ground will be seeded with a drought tolerant turf mix.

All residential units will be landscaped by the developer with a "starter" landscape. This will provide underground irrigation, sod and seed, trees and shrubs. By providing this level of landscaping for all units, residents are assured that the neighborhood will be finished and attractive. Obviously, adding to the landscape will be encouraged.

In an effort to conserve water consumption, all landscape areas will receive permanent underground irrigation systems. Additionally and most importantly, all plant material will be native and to the extent possible, drought tolerant.

11. Phasing Plan

The specific project phasing will be dictated by a market study currently being prepared and may be adjusted during construction by market pressures. However, at this time we can predict the conceptual construction phasing with some degree of accuracy. The primary area of variability will be in the quantity and price of units produced within any given year. With regard to infrastructure and parks/open space, the current phasing plan represents a fair degree of accuracy. This phasing plan describes each year of construction. The date at which construction starts cannot yet be determined as it is dependent on receiving approvals.

TABLE 2
Preliminary Phasing Plan

Phase 1	**Duration – 1 year**	
•	Infrastructure	Water and sewer line extensions to property line, Water and sewer main trunk lines within development, Front, Darrow, Teeters and Fanning Roads
•	Units	Approximately 50 units within Fanning and Teeters
•	Parks	Tot lot at MF – 1 Grade and seed Grand River Park Airport buffer and security fencing
Phase 2	**Duration - 1 year**	
•	Infrastructure	Crawford, Buffam, Breen, Shepards, Stockton Road Water and sewer within roads
•	Units	Approximately 50 Parks Tot lots at MF – 2, 3 and
Phase 3	**Duration – 1 year**	
•	Infrastructure	Newkirk Place, Winters Lane Water and sewer within roads
•	Units	Approximately 50
•	Parks	Tot lot at MF – 5 Final landscape at Grand River Park
Phase 4	**Duration – 1 year**	
•	Infrastructure	Culver Circle Water and sewer within road
•	Units	Approximately 50
•	Parks	Tot lot at MF – 6
Phase 5	**Duration – 1 year**	
•	Infrastructure	Complete
•	Units	Commercial center and residential units above, community center

Summerville Park will be developed in conjunction with the schedule for development of the School's ball fields. Studio 3 Land Company will commit funds by letter of credit, bond or cash to the City of Glenwood Springs prior to issuance of first building permit for Cardiff Glen.

12. Wildlife

Andrew Antipas Ecological & Environmental Consulting, LLC has prepared a wildlife evaluation for the Cardiff Glen site based upon Division of Wildlife information (Attached herein). This study concludes that the proposed development will not have a significant impact on wildlife. Additionally, it is the preference of the DOW to see infill development in existing developed areas, such as Cardiff, rather than the type of sprawl currently being developed in the Roaring Fork Valley with the development of ranches. Infill projects do not fragment habitat as sprawl does.

13. Irrigation

Irrigation will not employ domestic potable water but instead utilize raw water. In a joint effort with the City of Glenwood Springs, raw water will be pumped from the Roaring Fork River to storage ponds

on site, which will in turn provide pressurized water supply via a separate main line system to all residences. This system will be available to the School District and the City for future use.

14. Utilities

The respective utility companies have been contacted and have the ability and capacity to serve the proposed PUD, with the exception of water. The City of Glenwood Springs has agreed that treated water will be provided to the PUD upon construction of adequate water storage by the applicant on an adjacent hillside site. The new water storage facility, while a requirement for the Cardiff Neighborhood PUD will provide substantial benefit by means of increased water storage for the existing surrounding neighborhoods. The water main extension required of the Cardiff Neighborhood PUD will allow the City to provide improved water service to Cardiff residents currently serviced by the existing 2 inch line.

The applicant understands that there are currently identified off-site water and sewer service constraints. As such, the applicant agrees to work with the City towards an equitable solution to the upgrade of these systems.

15. Affordability

It is the intent of the applicant to provide both for-sale and rental housing that will be affordable to not only median income Glenwood employees, but employees that earn above and below the median income mark.

As the project is currently proposed, no deed restrictions will be placed on any real estate without subsidy. However, for any unit that receives a minimum 10% qualifying subsidy, a perpetual deed restriction will be placed upon that unit limiting its resale appreciation to CPI or 3%. The types of subsidy currently being pursued by Studio 3 are low and moderate income tax credit financing for the rental units, Community Development Block Grants (CDBG), energy assistance grants and, potentially, cash in lieu for affordable housing funds channeled from other local developments through the Housing Commission. Any subsidy dollar shall reduce the price of the subsidized unit by one dollar. The purpose of the proposed sales prices in this document is only to provide a baseline from which subsidies can be applied.

16. Airport Compatibility

The primary components of airport/residential compatibility are (a) noise (b) air space protection and (c) security.

a) **Cardiff Glen** has commissioned a noise impact assessment from Engineering Dynamics of Denver (see attached report dated October 26, 1998). The study shows that we have a very quiet airport with noise levels in the "normal conversation" level, and will therefore not require mitigation. However, the building mass of the multi-family buildings adjacent to the runway will further buffer the small level of noise significantly for the interior site buildings. Take-off noise occurs well down the runway and far enough from **Cardiff Glen** to not be objectionable.

b) We have designed the northerly area layout in an effort to address the 7:1 slope clearance advisory (see attached plan). The multi-family buildings adjacent to the runway are intended to be rental units, and while the noise study indicates levels well below the maximum recommended, residency in these units would not be affected by negative influences on ownership. All deeds for the development will contain language that the owner acknowledge the

existence of the airport.

A recent telephone conversation with Mr. Allan Wichmann, with the FAA District office in Denver, disclosed that the FAA has no control over this airport and that the 7:1 clear zone is not an FAA requirement, but simply a recommendation for safety purposes. He stated that the existing airport facilities penetrate the zone. The PUD zoning will provide for compliance with the FAR Park 77. (See attached zoning descriptions)

We request that the developer retain the right to increase the height of improvements and structures in the 7:1 clear zone if the airport is ever relocated and that this provision be included in the P.U.D. approval.

17. Miscellaneous Commitments

a) Studio 3 land Company has committed to deed-restrict a minimum of 20% of the proposed housing inventory conditional upon the City of Glenwood Springs sponsoring grant applications for the project. At a preliminary level at the Planning and Zoning Commission, the City has committed to sponsoring grant applications for the project. This will provide nearly 50 units to which a deed restriction will be applied. Studio 3 will generate an

Occupancy and Resale Deed Restriction for approval by the City of Glenwood Springs. This will be in the form of a Master Deed Restriction. Each individual purchaser of a deed restricted property will be required to sign a Memorandum of Acceptance that will then be attached to the Master Deed Restriction and recorded with the deed at the initial purchase. Studio 3 will act as real estate broker for the initial sales to ensure that the deed restrictions are filed. All future re-sales will be the responsibility of the City of Glenwood Springs or it's assignee.

The level of subsidy that will be required to generate 20% of the Cardiff Glen units to be deed restricted must be negotiated between Studio 3 and the City of Glenwood Springs. This commitment will culminate in a contract between Studio 3 and the City of Glenwood Springs and be included in the Subdivision Improvements Agreement. The level of subsidy required to result in a unit's deed restriction will be established as a per unit minimum, but no less than 10% of the Studio 3 Baseline Price. This minimum level of subsidy shall be established by reviewing the current "unrestricted" sale or rental price of a unit against the sale or rental price at which a purchaser is willing to accept a deed restriction. As an example, if two identical units are priced at $150,000.00 and one is unrestricted while one has an Occupancy and Resale Deed

Restriction, the deed restricted unit will have no market appeal. The point at which that unit becomes acceptable to a purchaser as a deed restricted unit will establish the minimum level of subsidy required to deed restrict that specific unit.

The project as proposed offers an incentive to the City and the Housing Commission to be involved in securing subsidies as this will result in the perpetual deed restriction of units. In all likelihood, the level of subsidized units (and subsequently deed restricted units) will substantially exceed the 20% mark. All subsidies will be pursued by Studio 3 and thus eliminate the manpower requirements for the City of Glenwood Springs. The City will however, need to participate as a conduit, via its signature, to secure some or all of the pursued subsidies. Other levels of subsidy may come directly from the City such as fee waivers. In either scenario, these subsidies will be applied dollar for dollar to unit sales prices.

The proposed unit prices are presented as a baseline for the application of subsidy dollars only. This price structure is presented in 1998/99 dollars and will be adjusted according to local inflation. The specifics of how many units receive subsidy and as such, a deed restriction, will depend on the nature and the amount

of the subsidy.

It is the goal of Studio 3 to continue to work with the City, the State and the Housing Commission, as we have done to date, to create units that fall into a price or rental structure that is not currently available in Glenwood Springs or the surrounding area. All work done to date on this development, from the design of the lotting plan, to the architecture, to the financing, has been done with the singular purpose of creating affordable housing. As a result, at this time, with no subsidy, more than 85% of the project falls within the definition of affordable as stated by the Housing for Tomorrow Commission and the City of Glenwood Springs.

In summary, the affordable housing components of the Cardiff Glen development are as follows;

- Current projected pricing for the Cardiff Glen units provide for more than 85% of the project to fall within the City's definition of "affordable" (based on the 80% to 150% median income presented by the Housing for Tomorrow Commission),
- Studio 3 will pursue, with the cooperation of the City of Glenwood Springs, subsidies for application to Cardiff Glen,

- All subsidy money will be applied, dollar for dollar, to the reduction of sale/rental prices of units,
- All units that receive a minimum qualifying subsidy of at least 10% of the projected Studio 3 baseline price will have an Occupancy and Resale Deed Restriction filed on the property.

Housing Data Table

Unit Type	Unit Size	A Assumed Household Size	B No. of Units	C Studio 3 Baseline Price	D Min. Annual Income	E % of Med. Income	F 80% Med. Income See Table Below	G Monthly Income	H Target Affordable Price	I Difference
Studio/C	440	1	4	$85,000	$25,526	85%	$24,150	$2,013	$80,420	$4,581
1-BR MF/C	880	2	4	$120,000	$36,036	104%	$27,800	$2,317	$92,574	$27,426
2-BR MF/C	1,200	3	6	$135,000	$40,541	104%	$31,050	$2,588	$103,397	$31,604
2-BR MF	800	3	31	$125,000	$37,538	97%	$31,050	$2,588	$103,397	$21,604
2-BR MF	1,100	4	31	$150,000	$45,045	104%	$34,550	$2,879	$115,052	$34,949
3-BR MF	1,250	4	50	$175,000	$52,553	122%	$34,550	$2,879	$115,052	$59,949
3-BR SF	1,350	4	60	$215,000	$64,565					
4-BR SF	1,600	4	31	$230,000	$69,069					
TOTAL			217			103% Average				

A Used to determine the affordable income level. Assumption is based upon Unit Size.
B Units proposed to be built by Studio 3.
C Studio 3 baseline sales price before any subsidy.
D Minimum income required for baseline priced unit.
E Baseline price as a percentage of Area Median Income for corresponding household size.
F 80% of Area Median Income.
G Monthly Income at 80% of Area Median Income.
H Affordable housing price for 80% of Area Median Income.
I Difference between Studio 3 baseline price and Affordable Housing price.

1998 Garfield County Household Income Data

		Household Size 1	2	3	4	5	6	7	8
Median Income	100%	$30,200	$34,750	$38,600	$43,200	$46,600	$50,050	$53,500	$57,000
Moderate Income	80%	$24,150	$27,800	$31,050	$34,550	$37,300	$40,050	$42,800	$45,600
Low Income	60%	$18,100	$20,700	$23,300	$25,900	$27,950	$30,000	$32,100	$34,150
Very Low Income	50%	$15,100	$17,250	$19,400	$21,600	$23,300	$25,050	$26,750	$28,500
Extremely Low Income	30%	$9,050	$10,350	$11,650	$12,950	$13,950	$15,000	$16,050	$17,050

b) Studio 3 Land Company has committed to provide six thousand, two hundred and fifty dollars ($6,250.00) towards the preservation of the coke ovens located on County Road 116. This money will be provided to the Historical Society.

c) Studio 3 Land company has committed to improve County Road 116 from the intersection of Four Mile Road to the eastern most PUD intersection (Darrow Street). These improvements will include widening the asphalt platform, widened shoulders, drainage improvements and the trail adjacent to the road.

d) As previously stated, Studio 3 Land company has committed to provide funding for the construction of the ball field at Summerville Park; while this is not required, the project otherwise meets it's for open space and parkland. Funding for this ball field will be provided directly to the City of Glenwood Springs.

e) We agree to Mr. Gambrel's comments regarding transformer and water locations, equipment and labor costs and roadway conditions. There will be street lights in the development. We will meet with Mr. Gambrel to discuss what type of fixture would be acceptable. We will also meet with him to discuss the issue of our share of the cost to upgrade and bury the main overhead line on Country Road 116.

f). We will construct a 3-rail split-rail fence along the common airport property line that will limit pedestrian access to the airport, as approved by the Airport Committee. The fence will be maintained by the City of Glenwood Springs.

CARDIFF GLEN
PLANNED UNIT DEVELOPMENT

ZONING STANDARDS
R/2 – PUD
Single Family Residential

I. Uses

A. Permitted Uses:

1. Single-family Dwelling
2. Two-family Dwelling (duplex)
4. Accessory Dwelling Unit (ADU)
5. Open Space/Parks
6. Pedestrian and bicycle trails
7. Minor Home Occupation as defined under Section 070.010.010 "Home Occupation".

II. Minimum Lot Sizes

A. Residential

1.	Single Family Dwelling	3,000 Square feet
2.	Two-family Dwelling(duplex)	6,000 Square feet (Two lots combined)

III. Off-Street Parking

A. Residential

1.	Single Family Dwelling	2/unit
2.	Two-family Dwelling(duplex)	2/half duplex
3.	ADU	1/unit

4. Seasonal and recreational vehicles are not allowed to park in the PUD and must be stored off-site.

IV. Setbacks

A. Residential

1. Single Family Dwelling

Front Yard	10 feet
Rear Yard	10.5 feet
Side Yard	3 ft.min./10 feet total 10 feet on street side
Side Yard (Corner lots)	10 feet on street side, 5' on common lot side

2. Two-family Dwelling(duplex)

Front Yard	10 feet
Rear Yard	10.5 feet
Side Yard	0 feet at common wall/10 feet total
Side Yard (Corner lots)	10 feet on street side, 5' on common lot side

3. Combined or zero lot-line garages or outbuildings permitted where two adjacent property owners agree in writing.

V. Building Height

Measured in accordance with Sections 070.010.010 Definitions "Building Height", and "Maximum Building Height".

A. Residential

1. Single Family Dwelling 30 feet
2. Two-family Dwelling(duplex) 30 feet
3. 77 "Objects Affecting Navigable Airspace", whichever is more restrictive.

VI. Maximum Floor Area

A.	Residential	1 square foot of gross building area per 1 square foot of lot area (1:1)
B.	Accessory Dwelling Unit	300 s.f. min., 500 s.f. max. excluding garage space.

C.	Maximum Lot Coverage	60% of lot area as defined by Section 070.010.010 "Lot Coverage".
D.	Exclusions	In accordance with Section 070.010.101 "Floor Area".
VII.	**Maximum Density**	14 dwelling units per acre

ZONING STANDARDS
R/3 – PUD
Multi-family Residential

I. Uses

A. Permitted Uses:

1. Single family dwelling
2. Two-family dwelling
3. Multi-family dwelling
4. Open Space/Parks
5. Pedestrian and bicycle trails
6. Minor Home Occupation

II. Minimum Lot Size 6,000 Square feet

III. Off-Street Parking

A. Residential

1.	Multi-family Dwelling	2/unit 1 guest space per 5 units
2.	Single Family Dwelling	2/unit
3.	Two-family Dwelling(duplex)	2/half duplex
4.	ADU	1/unit

5. Seasonal and recreational vehicles are not allowed to park in the PUD and must be stored off-site.

IV. Open Space Requirements per Multi-family Parcel

A. Common Open Space. Each multi-family parcel shall be required to provide the following quantities of *common open space* in accordance with Section 070.010.010 "Common Open Space".

Lot 92	17,587 s.f.
Lot 93	3,002 s.f.
Lot 94	2,644 s.f.
Lot 95	26,216 s.f.
Lot 96	35,351 s.f.

B. Active Open Space. Each multi-family parcel shall be required to provide the following quantities of useable *active open space* within and inclusive of the Common Open Space Requirements of Paragraph A. above in accordance with Section 070.070.030.B.

Lot 92	5,804 s.f.
Lot 93	991 s.f.
Lot 94	873 s.f.
Lot 95	8,651 s.f.
Lot 96	11,666 s.f.

V. Setbacks

A. Residential

1. Multi-family Attached

Front Yard	20 feet
Rear Yard	10 feet
Side Yard	10 feet per building 15 feet on street side

2. Single Family Dwelling

Front Yard	10 feet
Rear Yard	10.5 feet
Side Yard	3 ft.min./10 feet total 10 feet on street side
Side Yard (Corner lots)	10 feet on street side, 5' on common lot side

3. Two-family Dwelling(duplex)

Front Yard	10 feet
Rear Yard	10.5 feet
Side Yard	0 feet at common wall/10 feet total
Side Yard (Corner lots)	10 feet on street side, 5' on common lot side

VI. Building Height Measured in accordance with Sections 070.010.010 Definitions "Building Height", and "Maximum Building Height".

A. Residential

1.	Single Family Dwelling	30 feet
2.	Two-family Dwelling(duplex)	30 feet
3.	Lots 92, 93 & 96	40 feet
4.	Lots 94 & 95: 40 feet or as restricted by FAR Part 77 "Objects Affecting Navigable Airspace", whichever is more restrictive.	

VII. Maximum Floor Area

A.	Residential	1 square foot of gross building area per 1 square foot of lot area (1:1)
B.	Open Space	Refer to Paragraph IV above for Open Space Requirements

VIII. Maximum Density 35 Units per gross acre

ZONING STANDARDS
C/3 – PUD
Commercial / Residential

I. Uses

A. Permitted Uses:

1. Multi-family Dwelling
2. Open Space/Parks
3. Pedestrian and bicycle trails
4. Minor Home Occupation
5. Commercial
   a. Day Nursery
   b. Food and beverage service (25 seat maximum)
   c. Professional office
   d. Grocery
   e. Personal service establishment as follows: barber shop or beauty shop, laundromat or laundry serving individuals, shoe repair shop, tailor shop and other similar services.

   Commercial uses shall be located on the first floor only with the exception of professional office which can be located on the second floor. All commercial buildings shall have residential uses on the second and or third floor where applicable.
6. Schools
7. Transit Facility
8. Indoor Commercial Recreation Use

II. Minimum Lot Size 10,000 Square feet

IV. Off-Street Parking

A.	Commercial	per Article 070.050.060.D.11.
B.	Multi-family above Commercial	1 per studio unit 1 per 1-bedroom unit 2 per 2-bedroom unit 1 guest space per 5 units

C. Seasonal and recreational vehicles are not allowed to park in the PUD and must be stored off-site.

IV. Setbacks

A. Commercial / Residential

Front Yard	5 feet
Rear Yard	5 feet
Side Yard	5 feet

V. Building Height Measured in accordance with Sections 070.010.010 Definitions "Building Height", and "Maximum Building Height".

A.	Commercial / Residential	40 feet

VI. Maximum Floor Area

A.	Commercial / Residential	1 square foot of gross building area per 1 square foot of lot area (1:1)

E. Exhibits

1. Soils & Foundation Investigation
2. Airport Noise Assessment
3. Wildlife Considerations
4. Summary of Development Standards/Home-owners Covenants

CARDIFF GLEN
PLANNED UNIT DEVELOPMENT

Summary of Development Standards/Homeowners Covenants

All buildings in Cardiff Glen will be required to be varied and articulated to provide visual interest for pedestrians. A combination of the following identifying features are encouraged:

- Combinations of smaller masses, two story with one story elements.
- Gabled and/or hipped roofs with cross gables, gabled inset or hipped dormers.
- Moderate to steep roof pitches with overhanging eaves.
- Front entry and windows facing the street.
- Partial, full width or wrapped one story front porches.
- Focal windows, bay windows, door and window surrounds of human scale.
- Balconies, stoops, covered walkways, raised dooryards.
- Uniform setbacks from street for all single family areas.
- Minimum of two parking spaces for single family dwellings with alley access

Primary Building on Single Family Lots

- The minimum dwelling size shall be 800 s.f.
- The maximum dwelling size shall be 3000 s.f.
- The primary residence must orient toward the street.
- Entry walks shall be constructed of concrete, pavers or natural stone.
- Entry elevation must be approximately at street level unless terrain requires changes.

Homeowners Covenants

The Cardiff Glen Subdivision is a mix of single family, multi-family and neighborhood commercial areas and each will have their own protective covenants and by-laws. The following highlights will be helpful in understanding how Cardiff Glen functions. The Executive Board of the Association will manage the affairs of the Homeowners Association. The Covenants are written to protect the Homeowners and to insure the quality of the subdivision. Rules will be developed for maintenance, use, occupancy, leasing, landscaping, light, noise, signs, and other activities. All construction within the development, with the exception of parkland dedicated to the City, is subject to review and approval by the Development Review Committee, including primary buildings, outbuildings, fences and walls, landscaping, driveways and parking. All construction must be in conformance with the Development Standards and all standards of the City of Glenwood Springs Municipal Zoning, and Building Codes.

Accessory Dwelling Units

The developer will designate lots that will be permitted to construct ADU's. ADU's will be over the garage or attached to the primary residence. Maximum area shall be 440 s.f. Either the residence or ADU must be owner-occupied by either the owner, his relative, employee of Glenwood Springs, or the entire property may be rented as a single unit with a minimum rental period of nine months.

Permitted Roofs and Gutters

- Pitches of 8:12 or greater for all gabled or hipped roofs on primary single family, multi-family and commercial buildings.
- Shed roofs with 4:12 minimum to 8:12 maximum pitch used as porch coverings or building appendages.
- Flat roofs permitted only if not visible from street.
- Symmetrical front or cross gables; side gables only with additional dormers.
- Symmetrical front or cross hipped roofs.
- Gabled, hipped, inset or similar dormers.
- Overhangs a minimum of 6".
- Skylights, vent stacks, solar panels not visible from the street.
- Roofs with wood shingles, composition shingles, sheet metal or corrugated panels in dark earth-tone colors, non-reflective.

Yard Requirements - Single Family

- Front yard setback - 10 ft.
- Side yard setback -10 ft total.
- Side yard setback for corner lots –10 ft. on street side, 5 feet on common lot side.
- Rear yard setback in alley - 10'-6'
- Combined or zero lot-line garages or outbuildings permitted where two adjacent property owners agree in writing.

Basements

- Allowed in single family, multi-family and commercial areas, subject to site specific soil analysis.

Landscaping

- Treated City water not permitted for irrigation.
- Lot owners to maintain the landscape strip in front of their property.
- No identical houses are allowed to be built without two dissimilar houses between in the same block or facing the same street.

Permitted Mass and Scale

- Primary building mass or approximately 800 s.f. minimum to approximately 1200-1700 s.f. maximum.
- Larger projects divided into building masses with transitions.
- Building entrances similar in scale to those seen in traditional neighborhoods.

Permitted Exterior Materials

- Horizontal or vertical board siding, wood shingles, corrugated metal.
- Stone or brick veneer.
- Stucco or other synthetic stucco-type materials where material occupies less than 60% of total exterior surface.

Building Requirements

- Maximum building height:

Single family	30 ft.
Multi-family	40 ft.
Commercial/MF	40 ft.

- Maximum number of stories:

Single family	2-1/2
Multi-family	3
Commercial/MF	3

- Maximum floor area ratio 1:1
- Minimum landscaped open space 20%
- Minimum parking for single family 2 cars
- Parking required at alley access only where lots abut an alley.

Allocated Interest

The proportionate share of common expense liability and votes allocated one per single family or neighborhood commercial homesite and one and one-half per each duplex homesite.

Assessments

Are based upon an annual budget of common expenses in accordance with the allocated interest of each owner.

Common Expenses

Includes maintenance and repair of the irrigation system, ditches and ponds, fencing, management and administration of the HOA, costs of Development Review Committee, insurance, alley maintenance and repair, open-space trail

easements, neighborhood center facility, and any other expenses incurred by the Association.

Easements

All restrictions for the fences, irrigation system, ditches, ponds, alleys, rights-of-way, trails, parks and emergency services will be established and detailed in the final plat.

Irrigation

All exterior water must be with the irrigation system owned and operated by the HOA. The irrigation system will use water rights owned by the City of Glenwood Springs. Use will be restricted.

Lease Restrictions

All leases must be in writing and are subject to all rules of the HOA.

Neighborhood Commercial/Home Occupancy

The Midland Commercial Center is designed for a combination of residential use with retail commercial, offices or personal service use and will be subject to all rules of the HOA.

Parking Restrictions

All access to parking in the single family lots (except Lots 1-10, 90 & 91, and multi-family Lots 93 & 94) must be through the alley. All single family lots will have a minimum of two on-site parking spaces.

No resident parking will be allowed on the subdivision streets.

No recreational vehicles or boats will be allowed in Cardiff Glen.

On-street parking will be allowed only in designated areas and will be limited to 72 hours.

No overnight parking will be allowed at Summerville Park or Grand River Park.

Community Center

Ownership, maintenance, taxes and insurance shall be the sole responsibility of the *master* Cardiff Glen Homeowners Association.

engineering dynamics

October 26, 1998

Mr. John Baker
Studio 3 Land Co.
1001 Grand Ave.
Glenwood Springs, Colorado 80601

FAX PAGE 1 OF 4
1-970-928-9709

Voice: 1-970-928-9704

RE: QUOTE FOR AIRCRAFT NOISE ASSESSMENT
GLENWOOD AIRPORT RESIDENTIAL PROJECT

Dear Mr. Baker:

Engineering Dynamics, Inc. has completed an Airport noise impact assessment for the proposed Park East PUD and the Cardiff Neighborhood PUD, located on the East and West sides of the Glenwood Springs Airport.

1.0 Background

The proposed residential developments are directly East and West of the Glenwood Springs Airport.

1.1 Measurement Locations

One 24-hour A-weighted statistical noise measurement was performed at two locations on the property. The measurement locations were;

Measurement Location 1 - Park East PUD 200' from the Northeast corner of the Airport property, on the Airport property line.

Measurement Location 2 - Park East PUD 1000' from the Northeast corner of the Airport property, on the Airport property line.

Measurement Location 3 - Cardiff PUD, 500' from the Northwest corner of the Airport property, on the Airport property line.

1.2 Measurement Dates

Measurements were made at all three sites from 9pm Thursday October 15, 1998 to 9am Monday October 19, 1998. The DNL data is reported for Friday, Saturday and Sunday October 16, 17 and 18, since 24-hours of hourly Leq data was obtained for these three days.

2.0 Applicable Standards

Department of Housing and Urban Development U.S. Department of Housing and Urban Affairs (HUD) defines acceptability of land used for residential development to be Normally Acceptable when the measured DNL < 65 dB(A). Residential areas with an Day-Night Level (DNL) < 65 dB(A) comply with the Normally Acceptable Criteria for residential development, areas that have DNLs ≥ 65 and ≤ 75 dB(A) are considered Normally Unacceptable, and areas that have DNLs ≥ 75 dB(A) are considered Unacceptable.

3925 south kalamath street
englewood, colorado 80110
(303) 761-4367 • fax (303) 761-4379

engineering dynamics

The FAA uses the DNL 65 dB(A) Normally Acceptable Limit, to apply to residential developments. Residential developments that are within the DNL 65 contour are unacceptable. Residential developments between the DNL 60 and 65 dB(A) contours are acceptable, but with more robust construction to mitigate exterior aircraft noise.

NOTE: During a sample period the Sound Pressure Level (SPL) or noise level fluctuates up and down, if we were to perform an energy average of the fluctuating levels throughout the sample period (i.e. find the area under the curve). The Energy Equivalent Level (Leq) is simply equal to the constant noise level, over the same time period, that would have the same area under the curve. The DNL is the logarithmic average of the daytime (7am to 10pm) and the nighttime (10pm to 7am) Leq's, with a ten dB(A) penalty added to the nighttime Leq.

3.0 Typical Noise Levels

Table 3.1 lists instantaneous A-weighted Sound Pressure Levels (SPLs)/ noise levels of some typical events.

Table 3.1: A-weighted SPLs of Typical Events/Activities

Event or Activity	dB(A)
Threshold of Hearing	0
Inside Recording Studio	15
Quite Rural Night	30
Soft Whisper at 6' and Quiet Suburban Night	35
Rustle of Leaves at 6'	40
Quiet Urban Daytime	50
Normal Conversation at 3'	60
Vacuum Cleaner at 10'	70
Crowded Restaurant and Noisy Urban Daytime	75
Lawn Mower at 3'	85
Nightclub	100

NOTE: For the average human an increase of the measured noise level of 10 dB is 'Subjectively Perceived' as being twice as loud or half as loud for a 10 dB decrease. The decibel change at which the average human will indicate that the noise is just perceptibly louder or perceptibly quieter is 3 dB.

4.0 Measured Data

4.1 DNL and Hourly Leq Data

Results of the 72-hour A-weighted Leq and DNL noise measurements are shown in Tables 4.1. Inspection of the data in Table 1 shows the following;

engineering dynamics

a. The average DNL at any of the three sites is less than 60 dB(A).

b. The DNL 60 and 65 noise contours are located on airport property and do not extend into the proposed residential areas.

c. Based on the results of 'a' and 'b' both residential areas fall within the HUD Normally Acceptable Limits.

4.2 Background Noise Levels

Background noise levels across both sites are in the range of 45 to 50 dB(A) during the daytime hours and 32 to 38 dB(A) during the nighttime hours.

4.3 Impact from S.H. 82 Traffic Noise

During the measurement period observation of background noise sources in the area of the proposed developments showed that the dominant source was vehicle traffic on S.H. 82.

Typical automobile traffic noise levels for the Park East PUD range from 45 to 50 dB(A), with truck noise levels peaking from 60 to 75 dB(A).

Typical automobile traffic noise levels for the Cardiff Neighborhood PUD range from 42 to 47 dB(A), with truck noise levels peaking from 60 to 70 dB(A).

5.0 Conclusions

Based on results of Section 4.0 the proposed residential developments, Park East and Cardiff Neighborhood PUDs are not within the DNL 60 or 65 Noise Contours around the Glenwood Springs Airport.

NOTE: It is not uncommon in Eastern and Western states of the U.S. to have residential developments built right up to the property line of a small airport, such as the Glenwood Springs Airport. This is not a typical occurrence in Colorado because the population is not as high as in other parts of the U.S.

If you have any questions, please contact me at our Englewood office.

Sincerely,

ENGINEERING DYNAMICS, INC.

Stuart D. McGregor
Vice President

engineering dynamics

Mr. Baker
October 26, 1998
Page 4 of 4

Table 4.1: A-weighted Hourly Leq and 24-hour DNL Data

	Site 1			Site 2			Site 3		
Time	Day 1	Day 2	Day 3	Day 1	Day 2	Day 3	Day 1	Day 2	Day 3
0	40.6	43.2	42.9	41.[illegible]	43.6	43.0	39.0	41.9	41.2
1	41.2	42.[illegible]	43.1	42.1	42.9	43.4	39.4	41.5	41.6
2	41.0	41.0	41.1	41.3	41.8	42.3	39.4	39.6	39.9
3	42.9	41.5	40.8	43.6	42.5	41.5	41.1	40.0	39.7
4	44.0	44.4	39.7	44.5	44.5	41.2	42.5	43.3	38.1
5	50.8	45.8	43.2	50.1	46.1	43.6	48.9	44.4	41.3
6	57.5	47.8	44.1	55.5	47.6	44.6	56.0	46.2	42.7
7	57.3	50.[illegible]	55.2	59.9	50.6	53.9	55.6	48.7	53.6
8	61.1	51.6	55.4	67.9	52.3	54.0	59.9	50.3	53.4
9	54.9	60.2	63.6	60.2	56.0	64.8	53.6	59.1	61.9
10	67.5	55.8	60.9	61.[illegible]	53.9	68.3	65.5	54.0	59.[illegible]
11	55.3	55.3	55.5	53.2	54.[illegible]	56.0	53.6	54.0	53.9
12	52.8	53.4	60.4	52.1	57.[illegible]	58.2	50.[illegible]	51.9	58.8
13	53.7	63.1	56.0	56.7	64.3	56.1	52.1	61.7	54.2
14	53.7	56.1	59.0	52.9	56.9	58.9	52.4	55.1	57.9
15	54.4	53.5	58.4	53.2	52.2	57.7	52.6	51.9	57.3
16	54.4	52.6	55.8	53.8	50.6	53.9	52.7	50.5	53.8
17	55.3	51.9	56.5	54.8	51.6	57.0	53.3	50.2	55.0
18	53.4	52.3	56.4	53.[illegible]	52.0	55.7	51.6	51.1	54.9
19	52.2	50.6	49.9	52.2	50.9	50.[illegible]	50.2	49.3	48.4
20	50.3	49.7	48.1	49.7	50.0	48.2	48.4	47.8	47.0
21	49.4	47.6	47.7	49.4	47.6	48.3	47.7	46.6	46.2
22	48.7	46.8	48.9	49.1	46.9	46.1	46.8	45.2	44.9
23	46.5	45.2	43.[illegible]	46.3	45.[illegible]	43.4	45.3	43.8	41.3
DNL	59.0	55.5	56.5	59.4	55.5	58.4	57.3	54.1	55.0

Andrew Antipas
Ecological & Environmental Consulting, LLC

11/20/98

Tom Stevens
Stevens Group
580 Main St.
Carbondale, CO 81623

Reference: Cardiff Glen
Wildlife Considerations

Dear Mr. Stevens,

Based on the condition of the site, adjacent land uses, and city zoning it is my opinion that the proposed subdivision will not significantly impact wildlife resources. On November 13, 1998 I visited the Cardiff Glen site in order to inspect the existing habitat and adjacent land uses. I also reviewed the Colorado Division of Wildlife's database through a search I requested from the Garfield County Planning Department's GIS coordinator.

The following letter describes the results of my site observations and review of the CO Division of Wildlife mapping for the subject property. Also enclosed is a project location map and two site photographs, which should orient the reader and give them a sense of the sites characteristics.

Property Description

The 22 acre parcel is bordered by the Glenwood Airport to the northeast, the Sopris Elementary School to the west, and sparsely developed steep terrain to the south. Vegetation on the site is dominated by big sagebrush and a mixture of grasses.

A portion of the site appears to have been disturbed in the past as if it might have been graded at one point and used as a parking or storage area. It appears that there is gravel (road base?) distributed on the site. However, the size of the sagebrush indicate that the area has been undisturbed for a number of years.

Recent mule deer sign was observed on site in the form of fresh hoof prints and scat. The deer may access the Roaring Fork River through the site. Plus, there is suitable vegetation on site for the deer to eat. The sagebrush plant community is also a good indicator that the site does not hold snow very long in the winter, which would make it good winter habitat. However, there is not a lot of cover for big game.

The site is surrounded on three sides with human development, and it is my understanding that the Federal Aviation Administration (FAA) has regulations regarding wildlife activities near airports. Encouraging wildlife activity near the runway is a safety hazard and should be discouraged.

Colorado Division of Wildlife Mapping

Colorado Division of Wildlife mapping indicated that the subject property consisted of winter range and overall range for mule deer. Plus, the project area falls within bald eagle winter range and black bear overall range.

The CO Division of Wildlife defines Winter Range as "that part of the overall range of a species where 90 percent of the individuals are located during the average five winters out of ten from the first heavy snowfall to spring green-up, or during a site specific period of winter as defined for each Data Analysis Unit (DAU)."

0285 Crystal Circle, Carbondale, CO 81623 970-963-8297 aantipas@sopris.net

The CO Division of Wildlife also lists a disclaimer for their wildlife maps. The disclaimer reads as follows: "Care should be taken in interpreting these maps. The activity areas portrayed here are a graphic representations of phenomena that are difficult to reduce to two dimensions. Animal distribution is fluid, animal populations are dynamic, and either may vary considerably from what is shown here."

Conclusions

The study area does fit the typical description for mule deer winter range. However, based on adjacent land use, some of which strongly conflict with wildlife activity, the development of this site will not significantly impact wildlife habitat.

Even though the area is mapped as bald eagle winter range the site is well off the Roaring Fork River and there are no suitable roost sites available, which is likely due to the airport maintaining a clear zone at the ends of the runways. Many of the western slope mountain communities fall within black bear habitat. The bears are our neighbors and new residents need to be educated to discourage bears from visiting neighborhoods. Usually garbage attracts the animals, so homeowners need to be encouraged to store trash out of harms way.

Developing this site within the Glenwood Springs city limits is an opportunity to reduce suburban sprawl. In addition, this site is filling the gaps between existing development, which is significantly better from a wildlife perspective than developing rural sites. Given the presence of the airport, elementary school, and established subdivision this site is in keeping with surrounding land use.

However, the term "urban" is relative to the type of city we are talking about. Large quantities of public land are located in close proximity to our western slope communities. Clearly, deer frequent the study area, and if there are deer you can certainly expect a variety of other wild animals in the area like coyote, fox, raccoons, bear, and skunk.

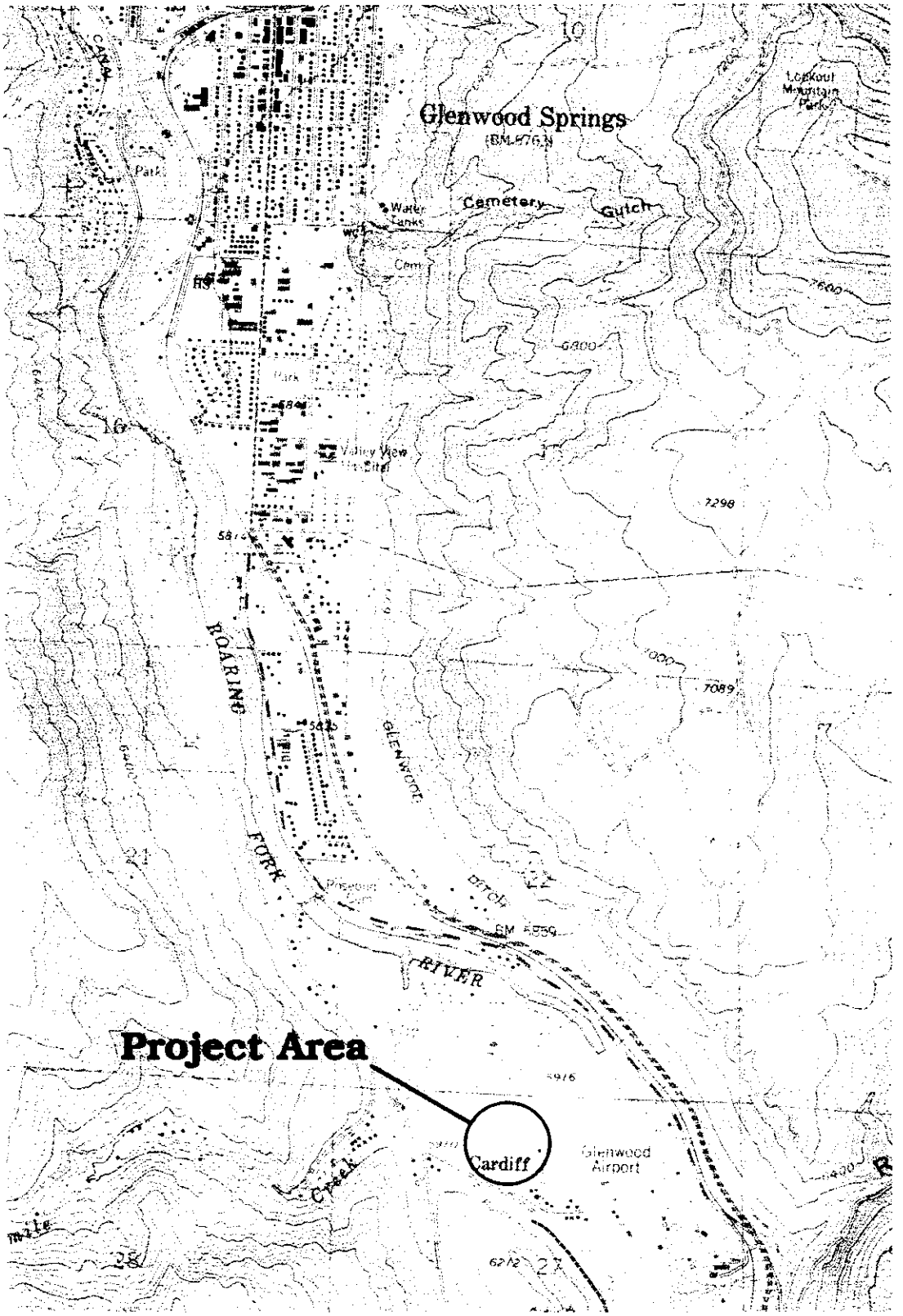
Therefore, home owners need to be educated so they are sensitive to wildlife concerns. Trash should be stored in such a way in order to eliminate the temptation to bears, raccoons, and skunks. Dogs and cats should be kenneled and not allowed to roam. Dogs and cats can have a significant impact of wildlife especially in the winter. The homeowners association should consider instituting regulations which recognize wildlife issues that are part-and-parcel with living on the western slope.

If I can provide any additional information, or answer any questions you might have, please do not hesitate to call. Thank you for the opportunity to serve you.

Very truly yours,

Andrew Antipas, manager

PROJECT LOCATION MAP



USGS Glenwood Springs Quadrangle
Photorevised 1987
Scale: 1" = 2,000'

FIGURE 1

Photo 1. Cardiff Glen Site. Looking northwest

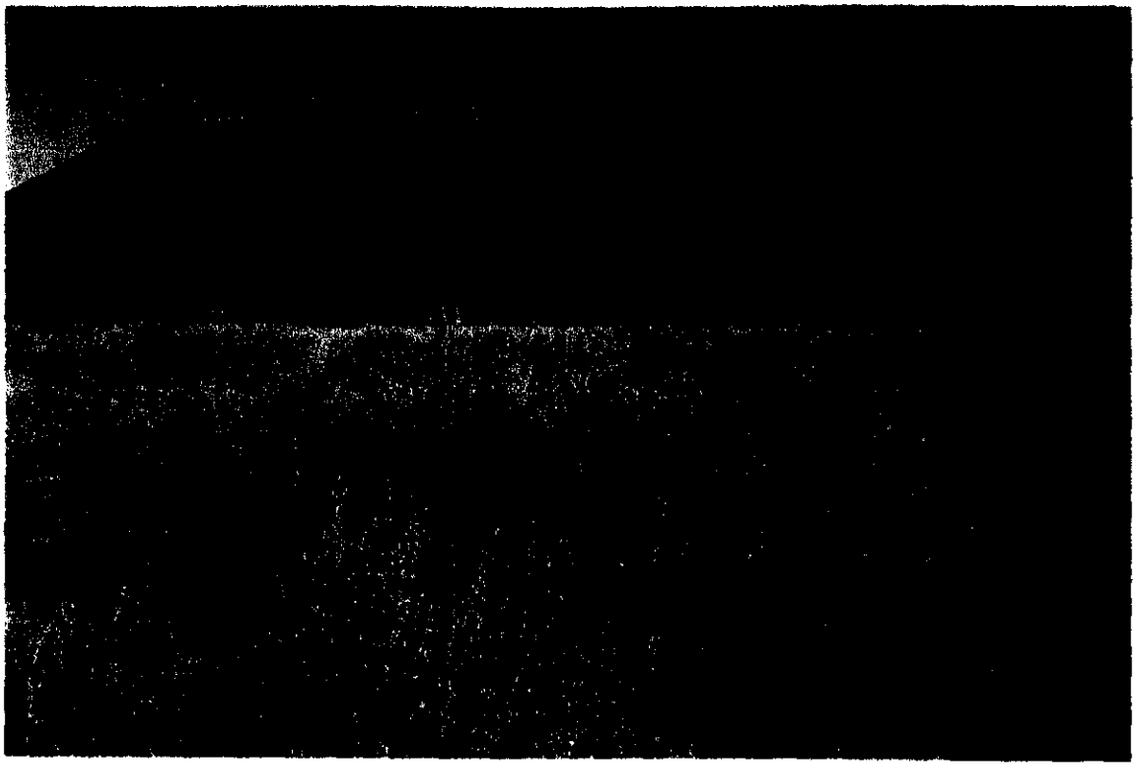


Photo 2. Gardiff Glen Site. Looking north.

Garfield County Planning Department GIS Resources:
Colorado Division of Wildlife WRIS Data Checklist for: Park East

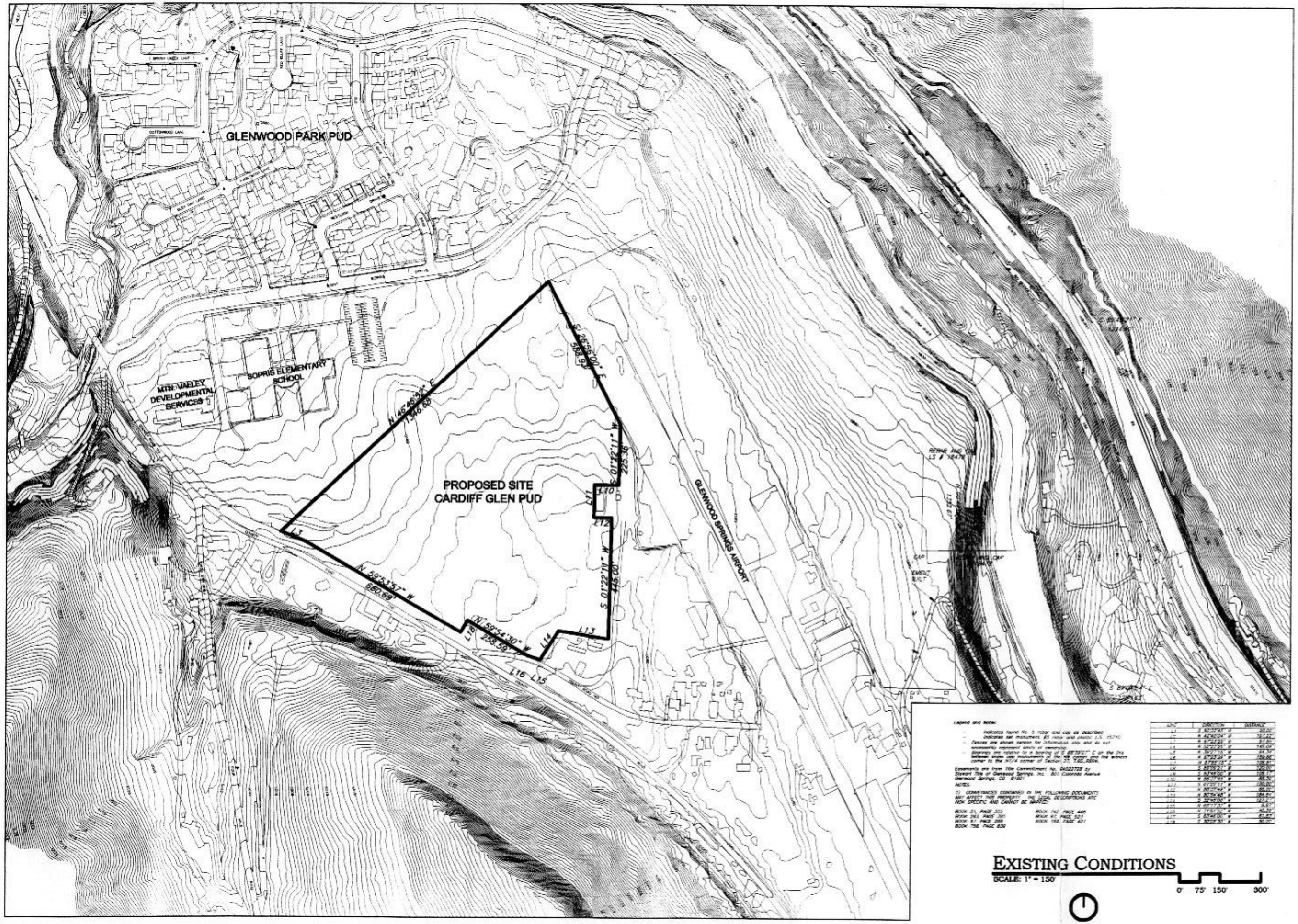
Cardiff site, Andy Antipas. – Rob Hyks 11-16-98

Rob Hykys, GIS Analyst., garcopin@rof.net 970-945-8212, FAX: 970-945-7785 6/17/98 10:39 AM

Note: *For interpretation of this data, contact Division of Wildlife, Grand Junction, Pam Schnurr, Wildlife Biologist at 970-297-1192.*

Wildlife habitat lies:	Entirely in Area	Partly in Area	Within 1 Mile	Out of Area
Bald Eagle Active Nest Site				✓
Bald Eagle Winter Range	✓			
Black Bear Overall Range	✓			
Black Bear Human Conflict				✓
Black Bear Fall Concentration Area				✓
Black Bear Summer Concentration Area				✓
Bighorn Migration Patterns				✓
Bighorn Overall Range				✓
Bighorn Winter Range				✓
Bighorn Winter Concentration Area				✓
Bighorn Summer Range				✓
Bighorn Production Area				✓
Boreal Toad				✓
Canada Goose Brood Concentration Area				✓
Canada Goose Feeding Area				✓
Canada Goose Production Area				✓
Canada Goose Wintering Area				✓
Canada Goose Winter Concentration Area				✓
Chukar				✓
Colo River Cuthroat Trout				✓
Elk Migration Corridors				✓
Elk Winter Range			✓	
Elk Winter Concentration Area				✓
Elk Severe Winter Range			✓	
Elk Overall Range			✓	
Elk Summer Range			✓	
Elk Summer Concentration Area				✓
Elk Production Area				✓
Golden Eagle Nest Site			✓	
Golden Eagle Nest Unknown Status				✓
Great Blue Heron Nesting Area				✓
Kitfox Potential Habitat				✓
Kitfox Field Sightings				✓
Lynx				✓
Mule Deer Migration Patterns			✓	
Mule Deer Winter Range	✓			
Mule Deer Winter Concentration Area			✓	
Mule Deer Severe Winter Range			✓	
Mule Deer Overall Range	✓			
Mule Deer Summer Range			✓	
Mule Deer Resident Population Area				✓
Mule Deer Highway Crossing			✓	
Native Fish – MTN WHITEFISH, MOTTLED SCULPIN, FLANNELMOUTH SUCKER, BLUE-HEAD SUCKER			✓	
Osprey Active Nest Site				✓

Wildlife habitat lies:	Entirely in Area	Partly in Area	Within 1 Mile	Out of Area
Peregrine Falcon Active Nest	—	—	—	✓
Peregrine Falcon Nesting Area	—	—	—	✓
Peregrine Falcon Migratory Hunting Habitat	—	—	—	✓
Pronghorn Antelope Overall Range	—	—	—	✓
Pronghorn Antelope Winter Range	—	—	—	✓
Pronghorn Antelope Winter Concentration Area	—	—	—	✓
Ptarmigan Potential Habitat	—	—	—	✓
Raptors - GOLDEN EAGLE, LONG EARED OWL	—	—	✓	—
Razorback Sucker	—	—	—	✓
River Otter Overall Range	—	—	✓	—
Sage Grouse Brood Area	—	—	—	✓
Sage Grouse Overall Range	—	—	—	✓
Sage Grouse Production Area	—	—	—	✓
Sage Grouse Winter Area	—	—	—	✓
Wild Turkey Overall Range	—	—	✓	—
Wild Turkey Production Area	—	—	—	✓
Wild Turkey Winter Range	—	—	—	✓
Wild Turkey Winter Concentration Area	—	—	—	✓
Wild Turkey Roosting Sites	—	—	—	✓
Willow Flycatcher Potential Significant Habitat	—	—	—	✓
Wolverine Possible Sighting	—	—	—	—



Legend and Notes:

- indicates found No. 5 rebar and cap as described
- indicates set monument, #5 rebar and plastic L.S. 15710
- Fences are shown hereon for information only and do not accurately represent limits of ownership.
- Bearings are relative to a bearing of S 65°39'07" E on the line between two monuments at the locations of the witness corner to the W1/4 corner of Section 35, T6S, R89W.

Easements are from Title Commitment No. 94022728 by Stewart Title of Glenwood Springs, Inc. 801 Colorado Avenue Glenwood Springs, CO 81601

NOTES:

1) EXCEPTIONS CONTAINED IN THE FOLLOWING DOCUMENTS MAY AFFECT THAT PROPERTY. THE LEGAL DESCRIPTIONS ARE NOT SPECIFIC AND CANNOT BE MAPPED:

BOOK 51, PAGE 355
BOOK 363, PAGE 391
BOOK 51, PAGE 285
BOOK 756, PAGE 839
BOOK 740, PAGE 446
BOOK 67, PAGE 527
BOOK 150, PAGE 421

LINE	DIRECTION	DISTANCE
L1	S 27°27'43" E	20.00'
L2	N 62°32'04" E	121.22'
L3	N 27°44'55" W	91.00'
L4	N 62°32'04" E	145.00'
L5	N 59°27'05" W	94.34'
L6	N 27°27'43" W	194.66'
L7	N 62°32'04" E	109.41'
L8	S 62°39'21" E	140.00'
L9	S 27°27'43" E	108.74'
L10	N 62°32'04" E	60.50'
L11	S 01°22'11" W	130.00'
L12	N 88°37'49" W	60.00'
L13	N 30°54'48" E	184.84'
L14	S 30°48'00" E	122.54'
L15	N 60°11'30" E	45.97'
L16	N 71°53'00" E	40.32'
L17	S 43°48'00" E	61.83'
L18	S 30°54'30" E	50.00'

EXISTING CONDITIONS

SCALE: 1" = 150'

0' 75' 150' 300'

CARDIFF GLEN

PLANNED UNIT DEVELOPMENT

Glenwood Springs, Colorado

Studio 3
LAND COMPANY, LLC

REVISIONS

JOB NUMBER 9803
DATE 12-10-98
DRAWN BY JRB
CHECKED BY

SHEET NUMBER 1
OF 5 SHEETS

CARDIFF GLEN

PLANNED UNIT DEVELOPMENT

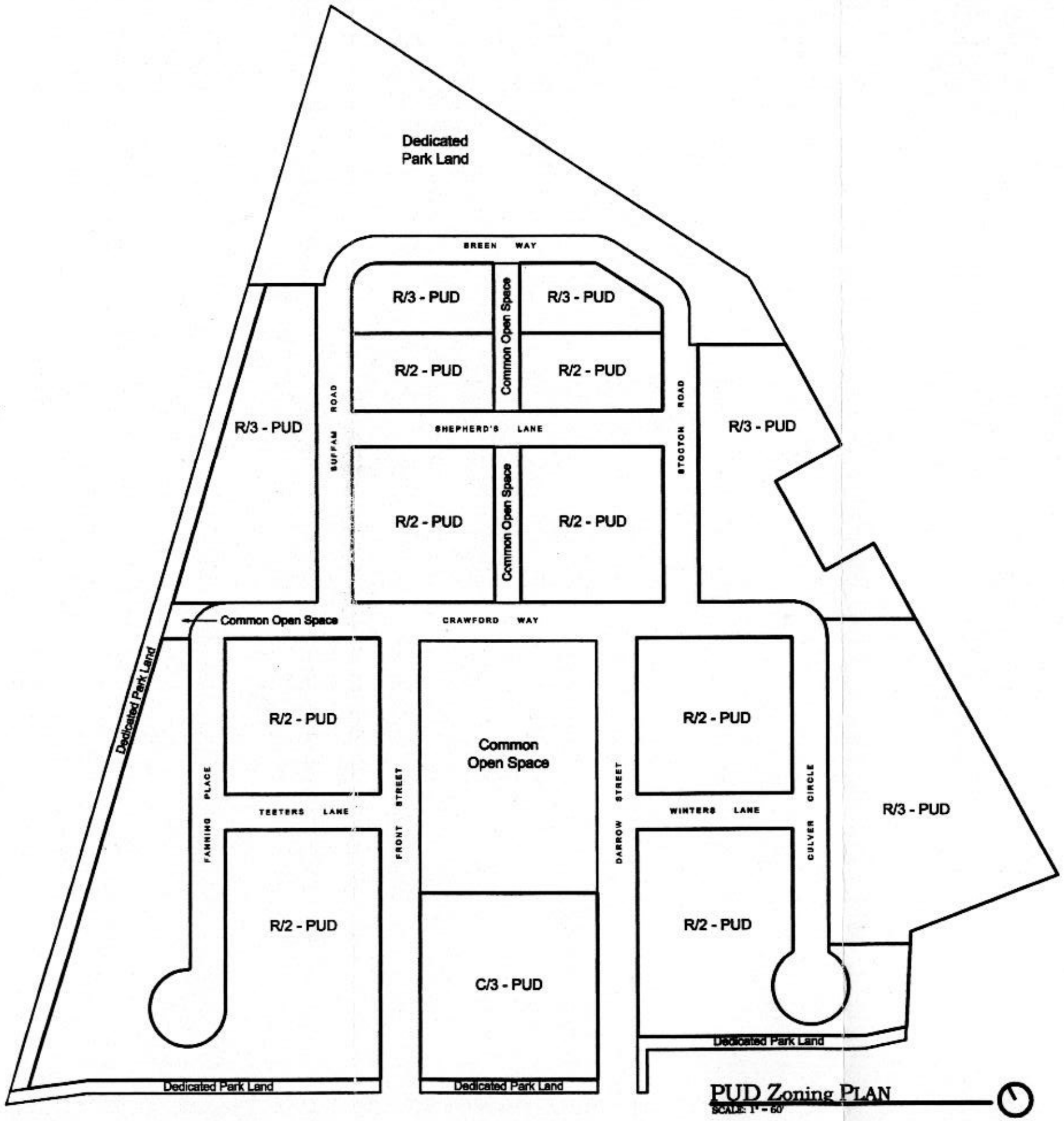
Glenwood Springs, Colorado

Studio 3
LAND COMPANY, LLC

REVISIONS

JOB NUMBER 9803
DATE 12-10-98
DRAWN BY JRB
CHECKED BY

SHEET NUMBER
2
OF 5 SHEETS



PUD Zoning PLAN

SCALE: 1" = 60'

Studio 3
LAND COMPANY, LLC

CARDIFF GLEN

PLANNED UNIT DEVELOPMENT
Glenwood Springs, Colorado

REVISIONS

JOB NUMBER 9803
DATE 12-10-98
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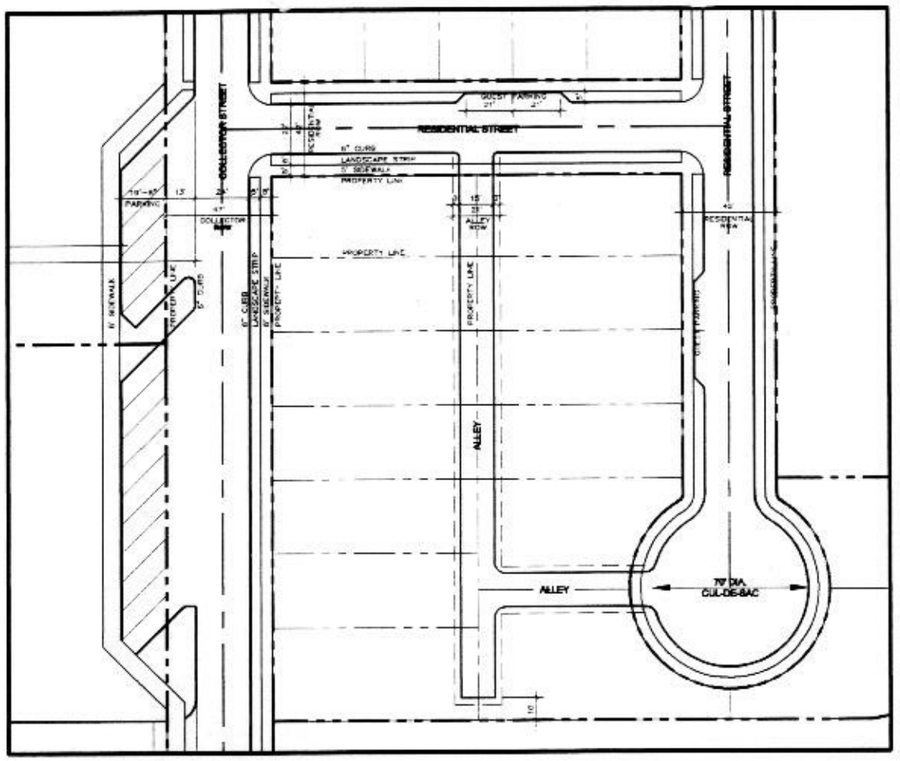
SHEET NUMBER
3
OF 5 SHEETS



TYPICAL DIMENSIONS

SCALE: 1" = 30'

LOT DATA

Single Family Lots

Lot No.	Area(s.f.)	Lot No.	Area(s.f.)
1	11,246	49	3,019
2	4,629	50	3,019
3	5,329	51	3,019
4	5,525	52	3,019
5	5,045	53	3,019
6	4,566	54	3,019
7	4,732	55	3,019
8	4,090	56	3,340
9	4,746	57	3,340
10	4,110	58	3,019
11	6,046	59	3,019
12	4,529	60	3,019
13	3,019	61	3,019
14	3,019	62	3,019
15	3,019	63	3,019
16	3,019	64	3,019
17	3,019	65	3,019
18	3,340	66	3,340
19	3,340	67	3,843
20	3,019	68	3,019
21	3,019	69	3,019
22	3,019	70	3,019
23	3,019	71	3,843
24	3,019	72	3,843
25	4,324	73	3,019
26	4,049	74	3,019
27	3,843	75	3,019
28	3,019	76	3,843
29	3,019	77	3,798
30	3,019	78	3,019
31	3,843	79	3,019
32	3,843	80	3,019
33	3,019	81	3,019
34	3,019	82	3,019
35	3,019	83	3,340
36	3,843	84	3,340
37	3,340	85	3,019
38	3,019	86	3,019
39	3,019	87	3,019
40	3,019	88	3,835
41	3,019	89	4,958
42	3,019	90	4,774
43	3,019	91	4,018
44	3,019		
45	3,019		
46	3,340		
47	3,340		
48	3,019		

Multi-Family Lots

Lot No.	Area(s.f.)
92	43,120
93	13,706
94	11,955
95	46,347
96	69,808

Commercial Lot

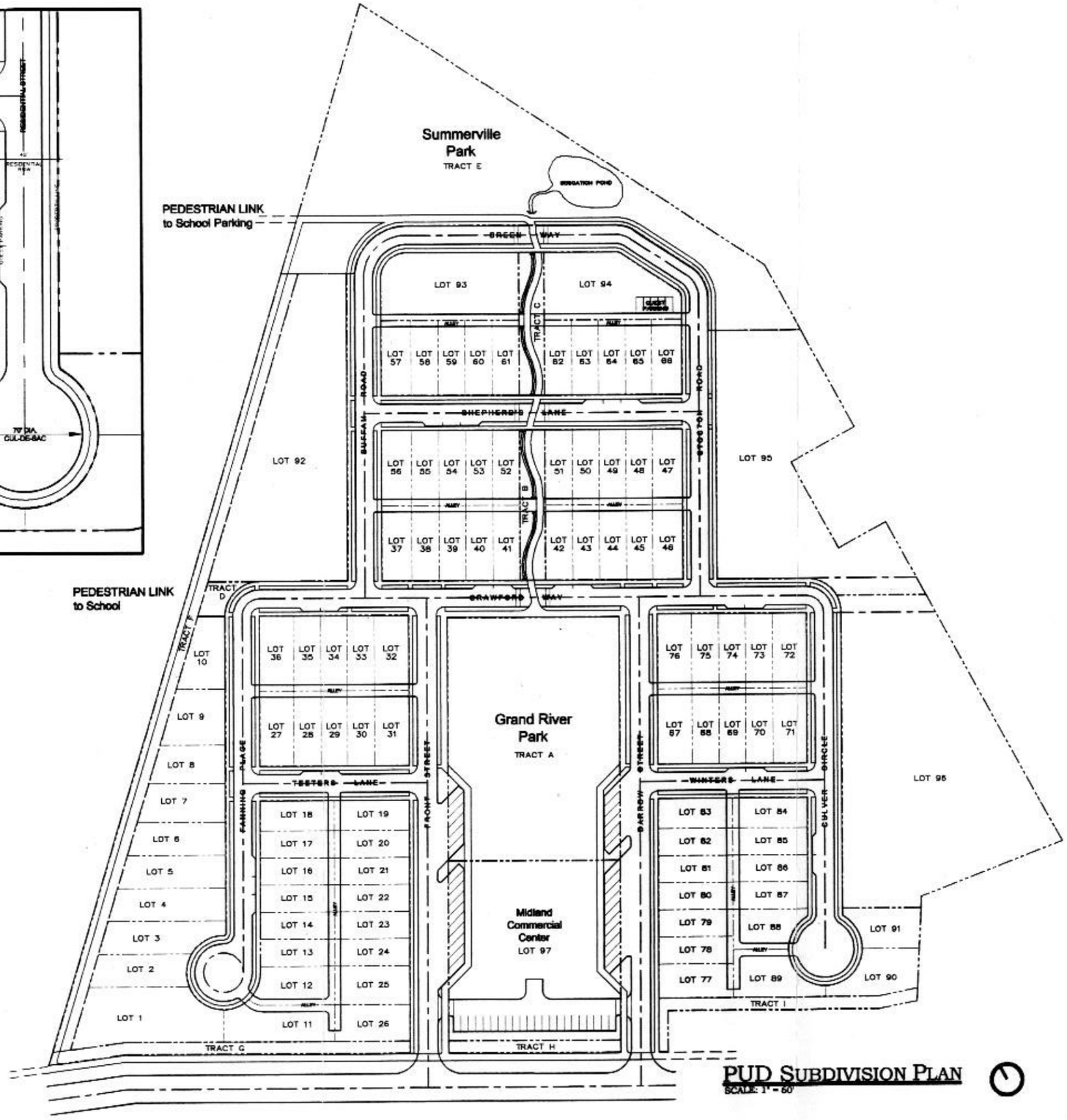
Lot No.	Area(s.f.)
97	45,930

Common Open Space Tracts

Tract	Area(s.f.)
A	63,220
B	5,673
C	5,394
D	1,514

Dedicated Park Land Tracts

Tract	Area(s.f.)
E	85,219
F	19,721
G	6,616
H	3,152
I	5,313



PUD SUBDIVISION PLAN

SCALE: 1" = 60'

Studio 3
LAND COMPANY, LLC

CARDIFF GLEN

PLANNED UNIT DEVELOPMENT

Glenwood Springs, Colorado

REVISIONS

JOB NUMBER 9803
DATE 12-10-98
DRAWN BY JRB
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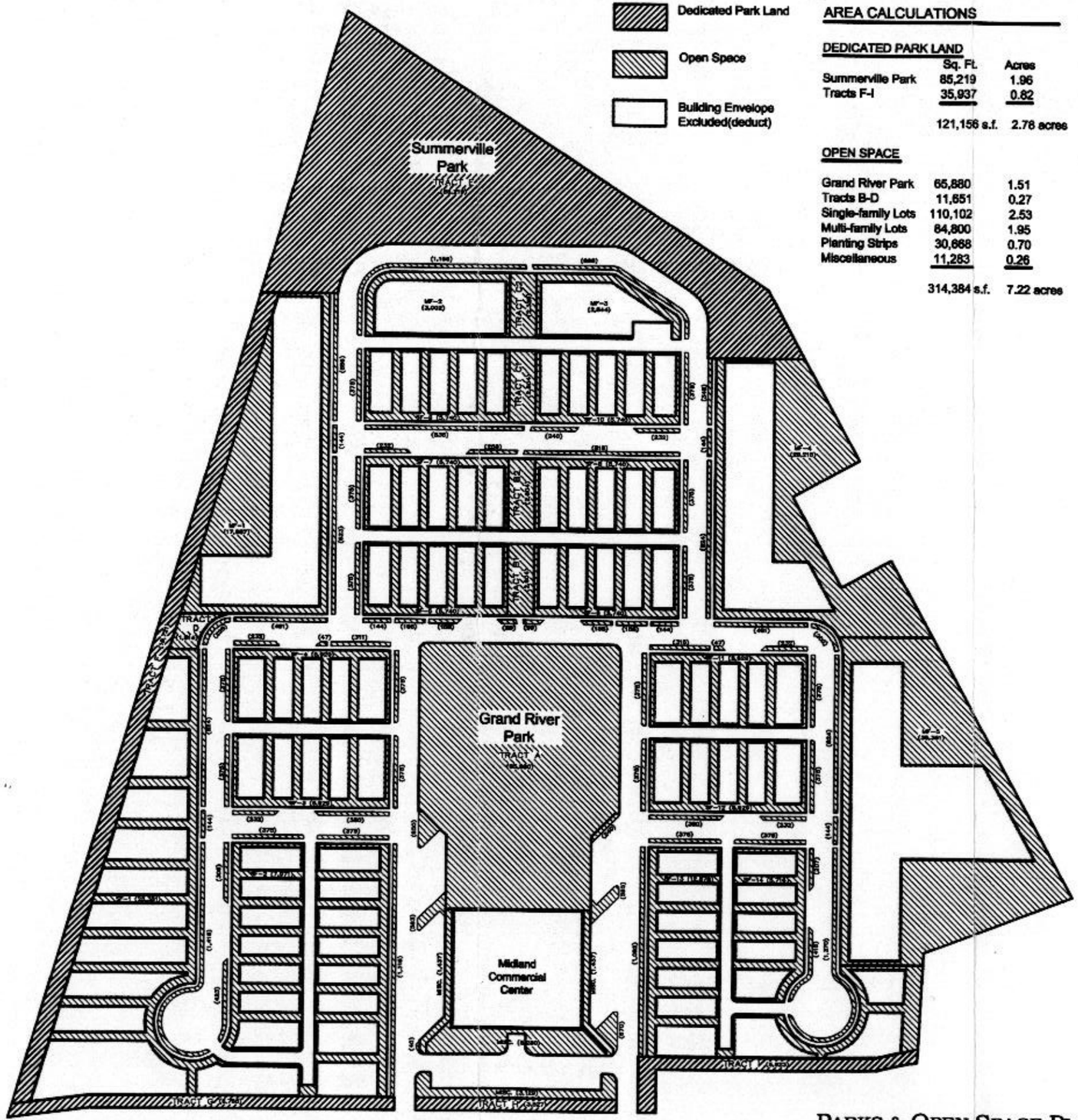
SHEET NUMBER
4
OF 5 SHEETS



AREA CALCULATIONS

DEDICATED PARK LAND

	Sq. Ft.	Acres
Summerville Park	85,219	1.96
Tracts F-I	35,937	0.82
	121,156 s.f.	2.78 acres

OPEN SPACE

Grand River Park	65,880	1.51
Tracts B-D	11,651	0.27
Single-family Lots	110,102	2.53
Multi-family Lots	84,800	1.95
Planting Strips	30,668	0.70
Miscellaneous	11,283	0.26
	314,384 s.f.	7.22 acres

PARKS & OPEN SPACE PLAN

SCALE: 1" = 60'

Studio 3
LAND COMPANY, LLC

CARDIFF GLEN

PLANNED UNIT DEVELOPMENT
Glenwood Springs, Colorado

REVISIONS

JOB NUMBER 9803
DATE 12-10-98
DRAWN BY JRB
CHECKED BY

SHEET NUMBER
5
OF 5 SHEETS

FIRST AMENDMENT
TO JOINT USE AND COST SHARING AGREEMENT

This Agreement is made and entered into as of January __, 2016, by and between CARDIFF GLEN MASTER ASSOCIATION, a Colorado non-profit corporation ("Master Association"), CARDIFF GLEN RESIDENCES HOMEOWNERS ASSOCIATION, a Colorado non-profit corporation ("Residences Association"), CARDIFF GLEN II OWNERS ASSOCIATION, INC, a Colorado non-profit corporation ("Cardiff II Association") and CARDIFF 96, LLC, a Colorado limited liability company ("Cardiff 96") (The Master Association, Residences Association, and Cardiff 96 may each be referred to herein as a "Party" or collectively as the "Parties").

W I T N E S S E T H:

WHEREAS, Master Association and Residences Association have previously entered into a Joint Use and Cost Sharing Agreement between themselves, Studio 3 Land Company, LLC ("Studio 3") and Village Homes of Colorado Inc. ("Village Homes") regarding certain matters pertaining to the Cardiff Glen P.U.D. (the "PUD") in Glenwood Springs, Colorado, a copy of which agreement was recorded with the Garfield County Clerk and Recorder on April 20, 2004, as Reception No. 650496 (the "JUCSA"); and

WHEREAS, Studio 3 and Village Homes previously served as the owners and developers of portions of the PUD but are no longer involved with the project, and Cardiff 96 has acquired certain portions of the PUD described as Lots 95 and 96; and

WHEREAS, the PUD includes various common areas and open space areas owned and maintained by the Master Association and/or the Residences Association as identified on the recorded plats and declarations of covenants for the PUD, including without limitation an active park known as Grand River Park (the "Common Areas"); and

WHEREAS, pursuant to the JUCSA, Village Homes was to construct and develop new residential units within the PUD and contemplated the creation of one or more additional associations to govern such new units (described in the JUCSA as the "Village HOAs"), and the JUCSA provides that the residents of all such new units and the Village HOAs and their members would have the right to use the Common Areas under the same terms and conditions as the members of the Master Association and the Residences Association; and

WHEREAS, Cardiff II Association is a Village HOA created by Village Homes and is a successor to Village Homes under the JUCSA; and

WHEREAS, Cardiff 96 is now the owner of Lots 95 and 96 which were included within the real property described in the JUCSA as the "Contract Property," and Cardiff 96 is a successor to the rights of Village Homes pursuant to the JUCSA with respect to the development of Lots 95 and 96; and

WHEREAS, the City Council of Glenwood Springs, Colorado, has passed Ordinance No. 20, Series of 2015 ("Ordinance No. 20"), which amended the zoning of the PUD to modify certain obligations relating to the development of the PUD, including Lots 95 and 96, and said Ordinance included conditions relating to agreements among the Parties hereto relating to construction and maintenance of certain open space improvements, which conditions this Agreement is intended to fulfill.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference as affirmative and material representations and acknowledgments of the Parties.

2. Construction Authorization. The Master Association and Residences Association each agree and consent to the construction of improvements by Cardiff 96 within Grand River Park and other Common Areas of the PUD that may be owned or controlled by the Master Association and/or the Residences Association, provided that such improvements are consistent with the requirements described in Ordinance No. 20. Cardiff 96 and its contractors and agents shall have the right to enter upon the Common Areas for such construction purposes and agree to hold harmless the Master Association and Residences Association from any property damage and any claims arising out of such construction activities on the Common Areas. Upon satisfactory completion of such improvements as determined by the City of Glenwood Springs, the improvements shall be conveyed by bill of sale to the Master Association or Residences Association (depending upon which owns the underlying real property), and upon such conveyance the shared maintenance obligations as described herein and in the JUCSA shall apply.

3. Common Areas. The rights granted to the "Village HOAs" and "Future Residents" as set forth in the JUCSA shall apply equally to any future owners' association created by Cardiff 96 or its successors and to residents and members of such association(s) with respect to units or lots to be created in the future on Lots 95 and/or 96. Such future associations and future residents shall be responsible for a proportionate share of maintenance obligations as set forth in the JUCSA, and the procedures for approval of a budget as set forth therein shall apply.

4. Open Space Improvements on Lot 95. If and when any active open space improvements contemplated by Ordinance No. 20 are approved by the City of Glenwood Springs and constructed upon Lot 95, then the area where these improvements are located shall be designated as a separate Common Area tract for transfer of ownership to the Master Association, which the Master Association agrees to accept. Such improvements and real property shall then be treated the same as all other Common Areas as provided in the JUCSA and this Agreement.

5. Successors and Assigns. Cardiff 96 may assign its rights and obligations under this Agreement, in whole or in part, to any future association created for Lots 95 or 96 and also to any subsequent purchaser/developer of Lots 95 or 96, provided such future

purchaser/developer expressly agrees to be bound by the provisions of this Agreement and the terms of Ordinance No. 20.

6. Ratification of JUCSA. Except only as expressly modified herein, the Parties ratify and affirm the terms of the JUCSA and incorporate all of its terms by reference, including without limitation all remedies and default provisions as set forth therein. Notices to the Parties shall be made as follows:

To Master Association and Residences Association:

P.O. Box 1204
Glenwood Springs, CO 81602

With a copy to:

Robert C. Gavrell, Esq.
Worrell Durrett Gavrell
P.O. Box 1089
Glenwood Springs, CO 81602

To Cardiff II Association:

1512 Grand Ave., Suite 109
Glenwood Springs, CO 81601

With a copy to:

Jeffrey J. Conklin, Esq.
Karp Neu Hanlon
P.O. Drawer 2030
Glenwood Springs, CO 81602

To Cardiff 96:

P.O. Box 3551
Basalt, CO 81621

With a copy to:

David H. McConaughy, Esq.
Garfield & Hecht, P.C.
420 Seventh Street #100
Glenwood Springs, CO 81601

7. Recording. A copy of this Agreement shall be recorded with the Garfield County Clerk and Recorder.

SO AGREED as of the date first written above.

Cardiff Glen Master Association

By: Mary Boyd

Cardiff Glen Residences Homeowners Association

By: Mary Boyd

Cardiff 96, LLC

By: _____

Cardiff Glen II Owners Association, Inc.

By: [illegible]

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Subscribed before me on this 1st day of February, 2016, by Mary Boyd as Treasurer on behalf of Cardiff Glen Master Association.

Witness my hand and official seal:

LUCAS TENHARMSEL
NOTARY PUBLIC - STATE OF COLORADO
My Identification # 20154026625
Expires July 8, 2019

Notary Public

My commission expires: July 8, 2019

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Subscribed before me on this 1st day of February, 2016, by Mary Boyd as Treasurer on behalf of Cardiff Glen Residences Homeowners Association.

Witness my hand and official seal:

Notary Public

My commission expires: July 8, 2019

LUCAS TENHARMSEL
NOTARY PUBLIC - STATE OF COLORADO
My Identification # 20154026625
Expires July 8, 2019

SO AGREED as of the date first written above.

Cardiff Glen Master Association

By:_____

Cardiff Glen Residences Homeowners Association

By:_____

Cardiff 96, LLC

By: [signature] Manager Cardiff 96 LLC

Cardiff Glen II Owners Association, Inc.

By:_____

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Subscribed before me on this __ day of _____, 2016, by _____ as _____ on behalf of Cardiff Glen Master Association.

Witness my hand and official seal:

_____
Notary Public

My commission expires:

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Subscribed before me on this __ day of _____, 2016, by _____ as _____ on behalf of Cardiff Glen Residences Homeowners Association.

Witness my hand and official seal:

_____
Notary Public

My commission expires:

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Subscribed before me on this __ day of _____, 2016, by _____ as _____ on behalf of Cardiff Glen II Owners Association, Inc.

Witness my hand and official seal:

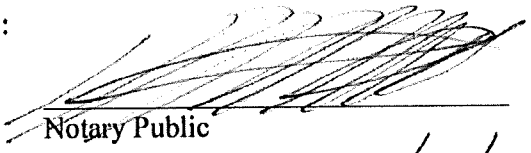
_____
Notary Public

My commission expires:

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Subscribed before me on this 28 day of Jan, 2016, by Eric A Fish as Manager on behalf of Cardiff 96, LLC.

Witness my hand and official seal:



Notary Public

MARIA VERONICA VARGAS
Notary Public
State of Colorado
Notary ID 20014021313
My Commission Expires Jan 21, 2018

My commission expires: 1/21/18

SO AGREED as of the date first written above.

Cardiff Glen Master Association

By:_____

Cardiff Glen Residences Homeowners Association

By:_____

Cardiff 96, LLC

By:_____

Cardiff Glen II Owners Association, Inc.

By: Barbara L Bleich

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Subscribed before me on this __ day of _____, 2016, by _____ as _____ on behalf of Cardiff Glen Master Association.

Witness my hand and official seal:

_____
Notary Public

My commission expires:

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Subscribed before me on this __ day of _____, 2016, by _____ as _____ on behalf of Cardiff Glen Residences Homeowners Association.

Witness my hand and official seal:

_____
Notary Public

My commission expires:

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Subscribed before me on this 29 day of January, 2016, by Barbara Bloch as President on behalf of Cardiff Glen II Owners Association, Inc.

Witness my hand and official seal:

GABRIEL MATHERLY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164029520
MY COMMISSION EXPIRES JULY 28, 2019

Notary Public

My commission expires: July 28, 2019

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Subscribed before me on this __ day of _____, 2016, by _____ as _____ on behalf of Cardiff 96, LLC.

Witness my hand and official seal:

Notary Public

My commission expires:

ORDINANCE NO. 20

Series of 2015

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING THE CARDIFF GLEN PLANNED UNIT DEVELOPMENT TO ELIMINATE THE REQUIREMENT TO CONSTRUCT A COMMUNITY CENTER REFERRED TO AS THE "ROUNDHOUSE", MODIFY OPEN SPACE REQUIREMENTS, AND REQUIRE IMPROVEMENTS IN GRAND RIVER PARK.

WHEREAS, the Glenwood Springs City Council approved, in Ordinance No. 3, Series of 1999, a rezoning of a 21.75 acre parcel from R/4 to Planned Unit Development, to be known as Cardiff Glen P.U.D.; and

WHEREAS, two of the requirements of the approved Cardiff Glen P.U.D. were construction of a roundhouse community center (the "Roundhouse") and the required open space areas on Lots 95 and 96; and

WHEREAS, the developers of the Cardiff Glen P.U.D. and other circumstances have substantially changed since the initial approval of the P.U.D, and the current developer of Lots 95 and 96 has requested that the requirement for the Roundhouse be eliminated, that alternative improvements be made in Grand River Park, and has also requested a modification of the open space requirements on Lots 95 and 96; and

WHEREAS, the City's Planning and Zoning Commission, at its July 28, 2015 meeting, conducted a public hearing and recommended amending the Cardiff Glen P.U.D. by eliminating the Roundhouse and in lieu thereof require certain improvements in Grand River Park, and modifying the common and active open space requirements on Lots 95 and 96; and

WHEREAS, City Council considered the Planning and Zoning Commission's recommendations at its regular meeting on August 20, 2015 and affirmed the findings of the Planning and Zoning Commission and eliminated the Roundhouse and in lieu thereof require certain improvements in Grand River Park, and modifying the common and active open space requirements on Lots 95 and 96; and

WHEREAS, City Council found that the proposed amendments are consistent with the City's Comprehensive Plan, other adopted City plans, the Municipal Code, and the City's goals and policies; and

WHEREAS, the Glenwood Springs Municipal Code requires that an ordinance be enacted to effectuate the amendments as granted.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, ORDAINS THAT:

Section 1. The recitals above are hereby adopted as findings.

Section 2. The Cardiff Glen P.U.D. is hereby amended subject to the following contingencies, which have been agreed to by the developer:

1. The active open space and common open space areas and improvements on Lots 95, 96, and in Grand River Park shall be as presented in Exhibits A and B, attached hereto and incorporated herein.

2. Maximum number of units on Lot 95 shall be limited to four (4) and maximum number of units on Lot 96 shall be limited to twenty-five (25).

3. Completion of active open space improvements per Exhibits A and B shall occur prior to issuance of any Certificate of Occupancy on Lots 95 or 96.

4. The amendment of the PUD as presented in Exhibits A and B in lieu of the elimination of the Roundhouse and changes in common and active open space on Lots 95 and 96 is contingent upon the submittal of an agreement between all the homeowners associations and owners of Lots 95 and 96 regarding shared maintenance of improvements no later than February 1, 2016. In the event no agreement is provided by this date, the Cardiff Glen PUD is amended to eliminate the roundhouse requirement but shall retain the original requirements as contained in Ordinance 3, Series of 1999, for common open space and active open space on Lots 95 and 96.

5. Full details on all proposed open space improvements shall be submitted for the review and approval of City staff prior to February 1, 2016 i.e. utility plans, landscape plans, furniture specifications, pavement/sidewalk improvements, architectural plans and materials for gazebo, number of picnic tables, grills, etc.

6. Upon City approval of proposed open space plans, an engineer's estimate for all private improvements shall be provided with proposed method of security. The proposed form of security shall be subject to the approval of the City Attorney.

7. Evidence of legal authorization from the Cardiff Glen Master Association, or some other legally binding agreement between the homeowners associations, as approved by the City's legal counsel, will be required for construction of improvements in Grand River Park, as well as agreement to acquire ownership and maintenance of alternative improvements.

8. If any improvements on Lots 95 or 96 are to be active open space improvements for all of the Cardiff Glen residents, the area where these improvements are

located should be designated as a separate tract for transfer of ownership of common area to the Cardiff Glen Master Association. This can be achieved via a minor subdivision, or some other format, i.e. agreement.

9. No Certificates of Occupancy shall be issued on Lots 95 and 96 until all plans and materials for private improvements have been reviewed and approved by City staff, security is provided per approved engineer's estimate, method of securing private alternative improvements is approved by the City Attorney, and all alternative open space improvements are constructed. An amendment to the Cardiff Glen Subdivision Improvement Agreement shall be recorded to memorialize the requirements for private improvements prior to the construction of such improvements.

Section 3. The City Clerk is hereby directed to file for recording one (1) certified copy of this ordinance with the Garfield County Clerk and Recorder.

Section 4. Any and all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

INTRODUCED, READ ON FIRST READING, PASSED, AND ORDERED PUBLISHED BY TITLE ONLY THIS 3rd DAY OF September, 2015.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Michael Gamba, Mayor

Catherine Mythen

Catherine Mythen, City Clerk

THE CITY OF GLENWOOD SPRINGS SEAL COLORADO

INTRODUCED, READ ON SECOND READING, PASSED, AND ORDERED PUBLISHED BY TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND PUBLICATION, THIS 17th DAY OF September, 2015.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Michael Gamba, Mayor

Catherine Mythen

Catherine Mythen, City Clerk

THE CITY OF GLENWOOD SPRINGS SEAL COLORADO

Exhibit A

Common and Active Open Space Areas

Lot 95 – Common Open Space to be 19,246 sq. ft.
Active Open Space to be 17,302 sq. ft.

Lot 96 – Common Open Space to be 21,210 sq. ft.
Active Open Space to be 7,000 sq. ft.

Active Open Space Improvements Lot 95 and Grand River Park

Lot 95 - Improvements:

- Playground
- (3) Horseshoe Pits
- (1) Sand Volleyball Court
- (1) 10'x10' Gazebo with Picnic Table
- (4) On Street Parking Spaces
- (14) Off Street Community Parking Spaces
- Landscaping
- Hydroseeding
- Irrigation
- Concrete Sidewalks (2,200 SF)

Grand River Park - Improvements:

- (1) 20'x35' Pavilion w/ Picnic Tables & BBQ Grill
- (1) 16'x16' Pavilion w/ Picnic Tables & BBQ Grill
- (6) Park Benches
- Relocated Playground
- Concrete Sidewalk
- Crushed Granite Paths
- Cobble Planting Beds
- (4) On Street Parking Spaces
- Parking Removal (Existing diagonal parking spaces along the park perimeter to be adjusted to eliminate tandem parking.
- Landscaping
- Hydroseeding
- Irrigation

Lot 95 - 39,361 SF
19,246 SF Common Open Space
17,302 SF Active Open Space
Horseshoes
10'x10' Gazebo
Play Area
Active Open Space within Common Open Space
Volleyball
Community Parking
Parallel Parking
Common Open Space
LOT 95
LOT 98
Overflow Parking
Emergency Access
Overflow Parking
Lot 96 - 69,814 SF
21,210 SF Comon Open Space
7,000 SF Active Open Space
Play Area
Active Open Space within Common Open Space
LOT 96
Common Open Space
5 Units
4 Units
6 Units
4 Units
6 Units
4 Units
Parking
Common Open Space
Parking
STOCTON ROAD
CULVER CIRCLE
(SINGLE FAMILY TOWNHOME) LOT 94
TRACT C
TRACT B
SHEPHERD'S LANE
WINTERS LANE
CRAWFORD WAY
MORGAN STREET
STOCTON ROAD
16'x16' Pavilion w/ Tables
New Location for Play Area
Existing Parking Shortened to Single Car
GRAND RIVER PARK
20'x34' Pavilion w/ BBQ Grills &Tables
Existing Play Area to be Relocated
4 New Parallel Spaces
Existing Parking Shortened to Single Car
CLARK STREET
TRACT I
LOT 97
Lots 95 and 96 Option B Open Space Area Calculations and Diagram
Cardiff Glen Grand River Park and Lots 95 & 96
Glenwood Springs, Colorado
0 30 60 90 150 210 270
north
Prepared August 27, 2015 by:
The Land Studio Inc.
385 River Bend Way
Glenwood Springs, CO 81601
landstudio2@comcast.net
(970) 927-3690
Option
B

EXHIBIT B

TO: TRENT HYATT

FROM: IAN HAUSE, CREATIVE RESULTS CONSULTING

RE: EXISTING LAND USE AND TRAFFIC IMPACT STUDY CARDIFF GLEN PUD, SOLSTICE TOWNHOMES

We have reviewed the Traffic Impact Study (TIS), Cardiff Glen, Midland Avenue, dated March of 1999, performed and approved by and with the existing Cardiff Glen PUD. This was provided by your office and is also hereby attached.

We have also reviewed the plan and plat set submittal checklists provided by your office and have carefully provided the items required by the checklists.

The Site/Architectural Review Plan checklist states; "Preliminary Traffic Impact Analysis – the level of documentation required depends on the location of the property and the type of development proposed."

The Complete Plan Set checklist asks for the same level of information under identical nomenclature.

Exhibit A in the referenced TIS contemplates 247 dwelling units and commercial development within the Cardiff Glen PUD. The Commercial Development Parcel, Lot 97, Exhibit A, shows 22 parking spaces along Midland Avenue. Apparently, there was a rezoning over time and that parcel, Lot 97, now contains 12 dwelling units (DU). Exhibit A does not accurately represent what is platted and developed today at Cardiff Glen.

However, regardless of what has occurred over time, we cannot find that the Cardiff Glen DU exceed 247, including the 12 in lieu of commercial development and the proposed 29 DU on lots 95 and 96. Actually, an informal field review shows that the density is less than the TIS contemplated and there is no commercial traffic generated by this PUD.

In consideration of the 1999 Cardiff Glen, Midland avenue TIS, the current 27th Street/Bridge TIS and the underway South Bridge TIS…we do not believe a density and allowable use reduction within the Cardiff Glen PUD should mandate an updated TIS.

The airport and South Bridge and 27th Street Bridge studies either underway or completed vastly exceed our simple completion of an existing and approved PUD with respect to existing and projected traffic use and needs

The checklists provided do not mandate a TIS an allow for location case consideration. We appreciate your and the engineering staff's consideration in that regard.

Thank you for accepting current traffic analysis as inclusion in the submittal.

TRAFFIC IMPACT STUDY

CARDIFF GLEN PUD
MIDLAND AVENUE
GLENWOOD SPRINGS, COLORADO

MARCH 1999

American Consulting
Engineers Council
Member

BANNER

BANNER ASSOCIATES, INC. • CONSULTING ENGINEERS & SURVEYORS
2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81506 • (970) 243-2242

TRAFFIC IMPACT STUDY

CARDIFF GLEN P.U.D.

MIDLAND AVENUE

GLENWOOD SPRINGS, COLORADO

March 1999

Prepared For:

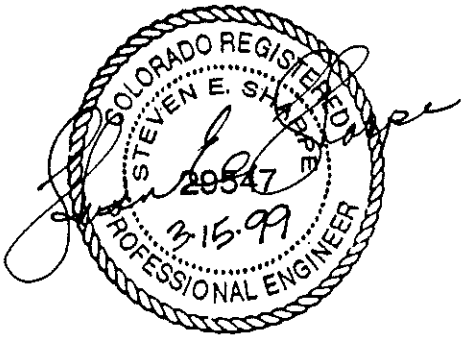
THE STEVENS GROUP
580 Main Street, Suite 220
Carbondale, Colorado 81623

Prepared By:

BANNER ASSOCIATES, INC.
2777 Crossroads Boulevard
Grand Junction, Colorado 81506

CERTIFICATION

I hereby certify that this Traffic Impact Study for **Cardiff Glen P.U.D.** was prepared by me or under my direct supervision.



Steven E. Sharpe
Registered Professional Engineer
State of Colorado, #29547

INTRODUCTION

This Traffic Impact Study is being prepared to determine the traffic that could be generated in and out of the proposed Cardiff Glen Planned Unit Development (PUD) and the impact it would have on the existing local traffic network.

The location of the proposed development is on the north side of Midland Avenue (County Road 116) between Glenwood Elementary School and Glenwood Springs Airport, as illustrated on the Vicinity Map in Appendix A. The parcel is bounded by Midland Avenue on the south, the Glenwood Springs Airport on the east, and Glenwood Elementary School on the west. Development in the vicinity consists of Glenwood Park Subdivision to the north. Single family residential clusters exist to the south, southeast and southwest. Proposed construction consists of 91 single-family detached homes, 126 multi-family homes and 30 Accessory Dwelling Units (ADU). The ADU structures consist of studio type dwellings above garages, with living areas of between 320 – 420 square feet.

The phasing for construction of Cardiff Glen PUD is outlined in Table 2, "Preliminary Phasing Plan", page 36, as presented by Studio 3 Land Company in their project application report. The phasing proposes build-out of approximately 50 units per year for five years, along with the corresponding streets that service the units. Two accesses off Midland Avenue are proposed for the project upon completion. The two accesses are separated from each other by approximately 260 feet, as measured from centerline to centerline of road. Both accesses lie north of Midland Avenue as shown on the proposed subdivision layout in Appendix A of this report. The Morgan Street access generally aligns with a gravel drive to the south, accessing single family residences. The Clark Street access is situated approximately 260 feet west of Morgan Street.

EXISTING SITE CONDITIONS

The approximately 22-acre parcel is currently vacant with no defined access from Midland Avenue. Midland Avenue primarily is a rural roadway consisting of two travel lanes, one each direction, with the asphalt width being approximately 22 feet between gravel shoulders. Midland Avenue, also referred to as County Road 116 and Airport Road, serves the Glenwood Springs Airport, KN Energy business and scattered single-family residences in the southern Glenwood Springs area.

The relationship between the proposed Cardiff Glen PUD entrances off Midland Avenue and nearby intersections are as follows: the Clark Street entrance lies approximately 800 feet from the intersection of Four Mile Road with Midland Avenue and the Morgan Street entrance lies approximately 125 feet from the intersection of County Road 160 and Midland Avenue. Fifty feet of half road right-of-way is being dedicated to the City of Glenwood Springs for Midland Avenue in the vicinity of Cardiff Glen PUD.

TRIP DISTRIBUTION AND GENERATION

The standard source for trip generation characteristics of various land uses is Trip Generation, 5th Edition, 1991, published by the Institute of Transportation Engineers (ITE). The ITE average daily traffic (ADT) rate for residential planned unit development (ITE code #270) is 7.44 vehicle trips per day. Subsequently, the peak hour rates given by the ITE used in our analysis are illustrated in Figure 1.

Figure 1.

SUMMARY OF TRIP GENERATION ESTIMATES
CARDIFF GLEN PUD

	Residential planned unit development (ITE Code #270)	TOTAL
Total dwelling units	247	**247**
Daily Trip Rate (Weekday)	7.44	
Daily traffic	1838	**1838**
AM Peak Trip Rate (Weekday)	0.58	
Total AM Traffic	143	**143**
Percent Inbound	23%	
AM Inbound Volume	33	**33**
Percent Outbound	77%	
AM Outbound Volume	110	**110**
PM Peak Trip Rate (Weekday)	0.72	
Total PM Traffic	178	**178**
Percent Inbound	64%	
PM Inbound Volume	114	**114**
Percent Outbound	36%	
PM Outbound Volume	64	**64**

The subdivision can be separated into two regions to determine the usage of the two access points. The west region, consisting of 51 single family lots, 42 townhouses and 15 accessory dwelling units will utilize the Clark Street access. The east region, consisting of 40 single family lots, 84 townhouses and 15 accessory dwelling units will use Morgan Street access. The following assumptions were made regarding turning movements at these two points:

Access point used	% moving east	% moving west
Clark Street	10	90
Morgan Street	10	90

These turning movements are illustrated in Appendix B and broken down by land use code in Figure 2. These assumptions seemed logical based on the following: a majority of the vehicles entering Midland Avenue will likely be going west-northwest toward 27th Street, the nearest route to the core of the City of Glenwood Springs and to Highway 82 and Interstate 70. Also, most of the business and urban recreational areas of Glenwood Springs are north and west of this subdivision, channeling its vehicles accordingly.

Figure 2.

ACCESS POINT BREAKDOWN OF
SITE GENERATED TRIPS

	Residential planned unit development		**TOTAL**
	Clark St.	Morgan St.	
Total dwelling units	108	139	**247**
Daily Trip Rate (Weekday)	7.44	7.44	
Daily traffic	804	1034	**1838**
AM Peak Trip Rate (Weekday)	0.58	0.58	
Total AM Traffic	63	81	**144**
Percent Inbound	23%	23%	
AM Inbound Volume	14	19	**33**
Percent Outbound	77%	77%	
AM Outbound Volume	49	62	**111**
PM Peak Trip Rate (Weekday)	0.72	0.72	
Total PM Traffic	78	100	**178**
Percent Inbound	64%	64%	
PM Inbound Volume	50	64	**114**
Percent Outbound	36%	36%	
PM Outbound Volume	28	36	**64**

These projected daily and peak hour volumes were combined with the existing roadway network and the resulting levels of service were calculated using the FHWA Highway Capacity Manual software. These results are in the Conclusions section of this report.

TRAFFIC VOLUMES

Two traffic counts for Midland Avenue, just south of 27th Street, were available from the City of Glenwood Springs staff. They are tabulated below.

Location	Date	Source	Avg. Daily Traffic
Midland south of 27th	1995	City of Glenwood	5,600
Midland south of 27th	1996*	City of Glenwood	5,500

* After opening of Midland Alternate Route to and from West Glenwood Springs.

Actual traffic counts were obtained by Banner Associates for this study along Midland Avenue in the vicinity of the proposed Cardiff Glen PUD. Counts were taken at the following time periods: weekday 7:00 am to 9:00 am, and weekday 4:00 pm to 6:00 pm. Breaking the counts into 15-minute intervals, the peak traffic hours were determined to be 7:15 am to 8:15 am and 4:30 pm to 5:30 pm. These numbers are included in Appendix C. Twenty-year projected traffic was estimated for Midland Avenue using a 2% per year increase in the off-site traffic. This is illustrated in Appendix D.

Future projections of traffic volumes were also considered based on the City of Glenwood Springs traffic counts of 5,500 ADT and the likelihood that the Midland Alternate route from West Glenwood Springs will extend south beyond Cardiff Glen PUD. It was assumed that approximately 3,300 ADT will occur in morning traffic traveling eastbound and approximately 3,300 ADT will occur in afternoon traffic traveling westbound. These numbers were based on the proportion of total traffic observed traveling east and west during the AM peak hour and PM peak hour actual traffic counts, of which approximately 60% of total traffic in AM was eastbound and 60% of total PM traffic was westbound.

It is estimated that 10% of the total ADT is associated to the AM and PM peak traffic volumes. Under this assumption, including the inception of the Midland Alternate route south of Cardiff Glen PUD, the AM peak hour traffic traveling eastbound would be approximately 330 vehicle trips. The PM peak hour traffic traveling westbound would also be 330 vehicle trips. These numbers are illustrated in Appendix E.

CONCLUSIONS

As a benchmark to base any conclusions on, first the traffic conditions were analyzed using FHWA Highway Capacity Manual software to determine the Level of Service along Midland Avenue after final development. This was accomplished by using the anticipated traffic counts generated for the projected land use, shown in Figure 1, along with the existing traffic counts to determine post-development Levels Of Service (LOS). These results are included in Appendix F. With this completed, a LOS analysis of the 20-year projected traffic was performed and appears in Appendix G. Finally, a LOS analysis was performed on future conditions based on the likelihood that the Midland Alternate route from West Glenwood Springs will extend south of Cardiff Glen PUD. Actual traffic counts received from the City of Glenwood Springs were used in this analysis (see Appendix H). The results of the three LOS analyses are tabulated below.

Intersection/Movement	AM pk develop.	PM pk develop.	AM pk 2019	PM pk 2019	AM pk future	PM pk future
Clark Street & Midland						
southbound, left turn	A	A	A	A	B	B
southbound, right turn	A	A	A	A	A	A
eastbound, left turn	A	A	A	A	A	A
Morgan St. & Midland						
southbound, left turn	A	A	A	A	B	B
southbound, right turn	A	A	A	A	A	A
eastbound, left turn	A	A	A	A	A	A

The proposed development of Cardiff Glen PUD will not significantly impact the level of service to traffic utilizing Midland Avenue (County Road 116). It maintains a LOS of "A" for all movements after construction build-out is complete, which is anticipated to occur in five years. Midland Avenue will maintain this LOS for all movements except for southbound left turns (an LOS of "B"), should the Midland Alternate route be extended south of Cardiff Glen PUD.

RECOMMENDATIONS

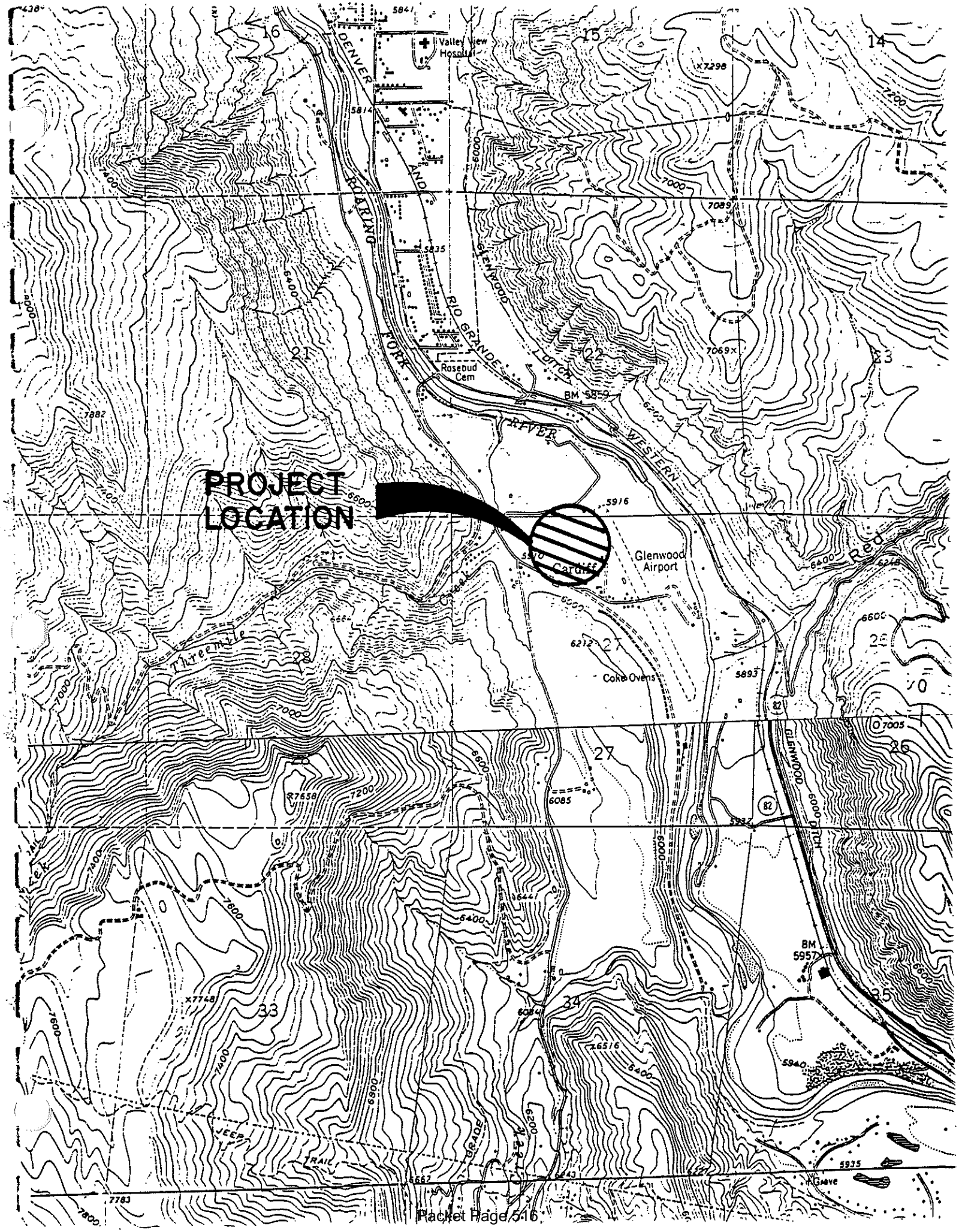
According to City of Glenwood Springs staff, Midland Avenue is scheduled for roadway improvements in the future. Improvements will consist of 2 - 12 foot paved travel lanes, one each direction, with 6 foot paved shoulders. An analysis was also performed to check the possible requirement for eastbound left-turn and westbound right-turn deceleration lanes into Cardiff Glen PUD.

A left-turn deceleration lane for eastbound vehicles at both the Clark Street and Morgan Street intersections with Midland Avenue will be needed if the Midland Alternate route from West Glenwood Springs is extended south of Cardiff Glen PUD. This is concluded

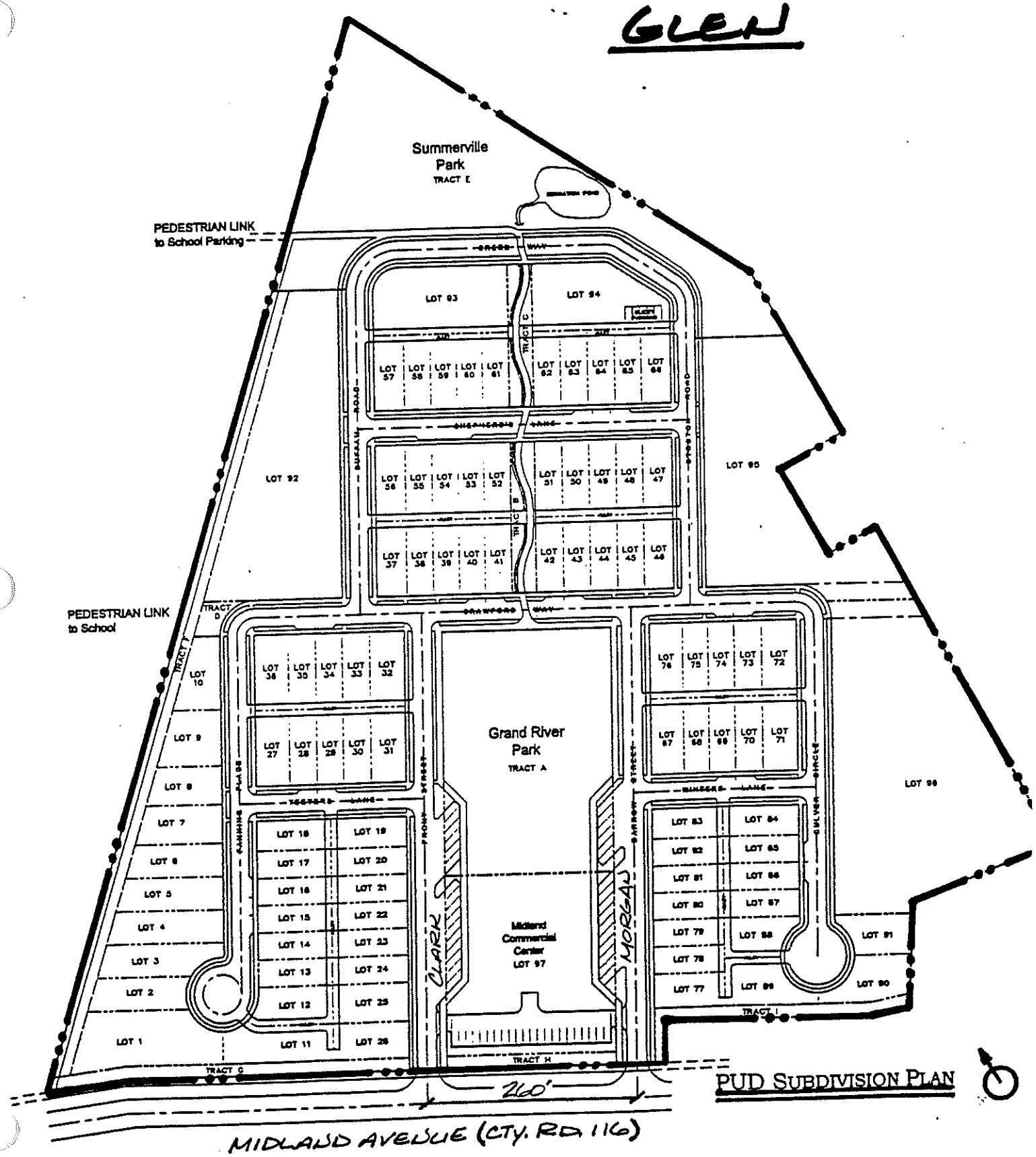
by using a "left turns in peak hour" rate of 30 (Clark St.) and 38 (Morgan St.) and a "DHV per single lane" rate of 220 with Figure 5, Appendix 11.6 of the City of Grand Junction's Transportation Engineering Design Standards manual. These three traffic rates are shown on the "PM Peak Hour, Future Conditions" sketch for these intersections in Appendix I along with Figure 5. The LOS calculations for these intersections were run excluding this left turn lane to illustrate the "worst-case" scenario.

The requirement of a right-turn deceleration lane on Midland Avenue east of the Clark Street and Morgan Street intersections was also studied. Using a "right turns in peak hour" rate of 20 (Clark St.) and 26 (Morgan St.) and a "total peak hour approach volume" of 330 with Figure 2, Appendix 11.6 of the City of Grand Junction's Transportation Engineering Design Standards manual, this right-turn deceleration lane was not required. These three traffic rates are also shown on the "PM Peak Hour, Future Conditions" sketch that is included in Appendix I along with Figure 2.

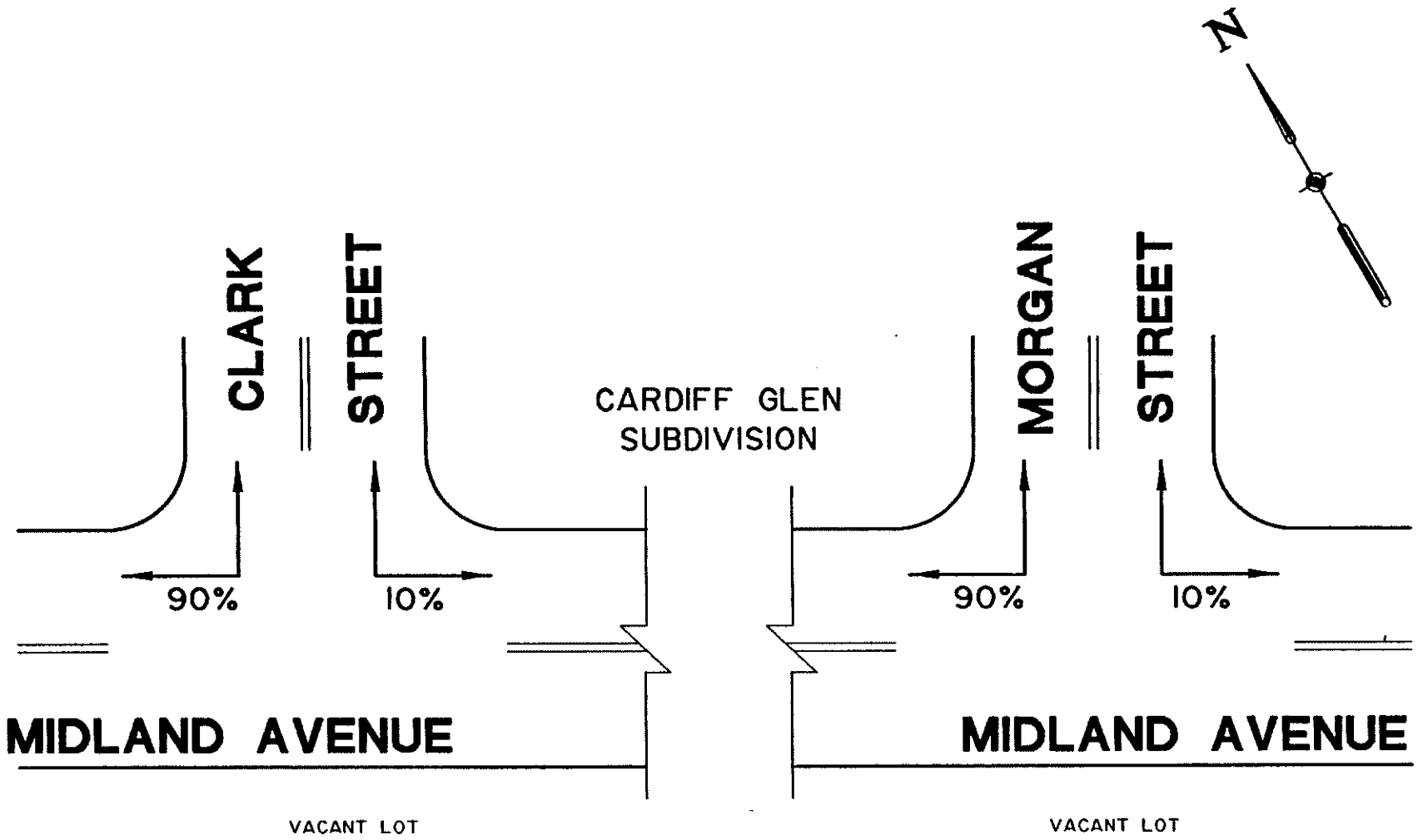
APPENDIX A


PROJECT LOCATION
Valley View Hospital
Rosebud Cem
BM 5859
Glenwood Airport
Coke Ovens
Cardiff
Thirtymile
Creek
Red
GLENWOOD
6000 PITCH
BM 5957
JEEP
TRAIL
GRADE
RIO GRANDE
RIVER
WESTERN
DENVER
AND
ROARING
FORK
GLENWOOD
LUTCH

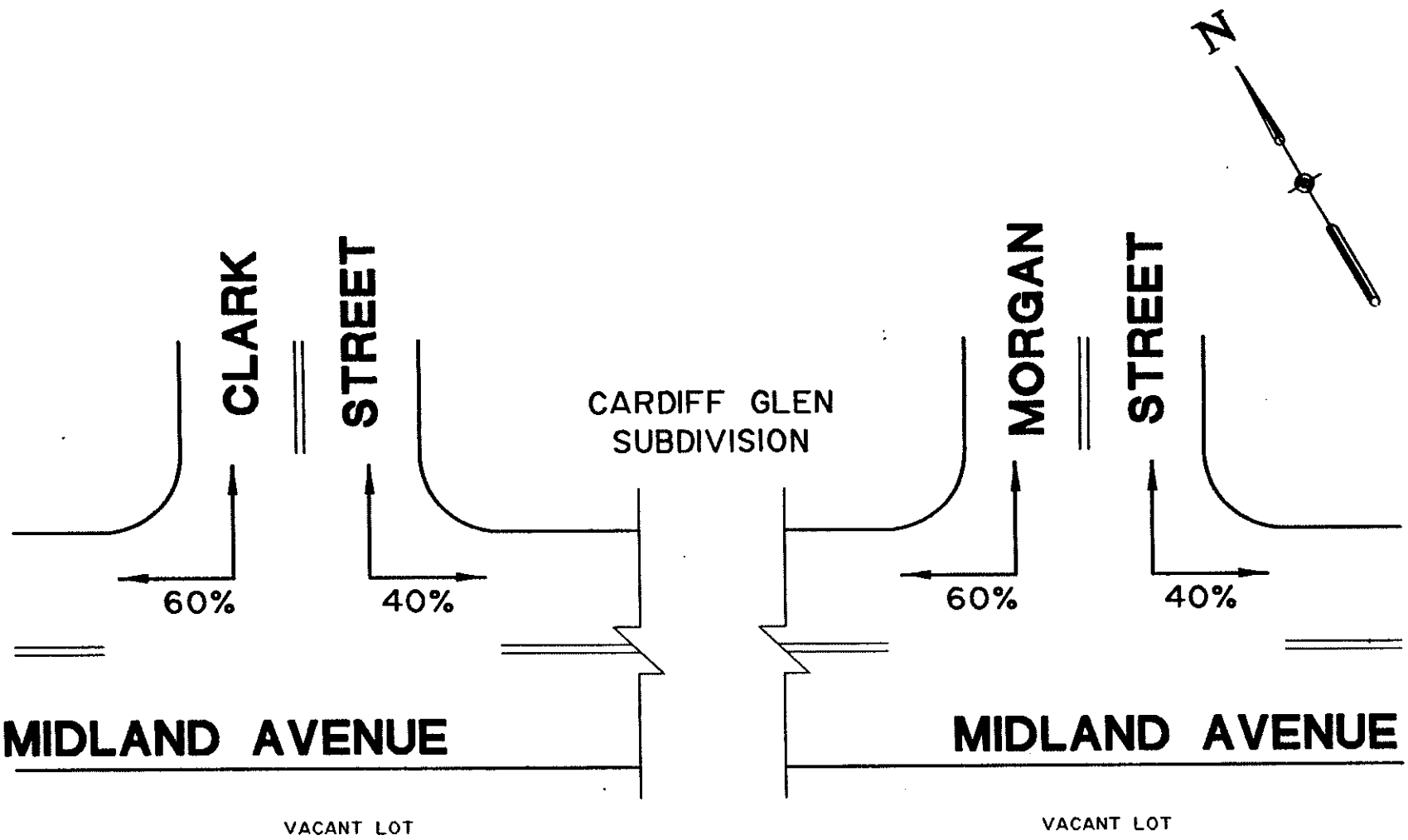
CARDIFF GLEN



APPENDIX B

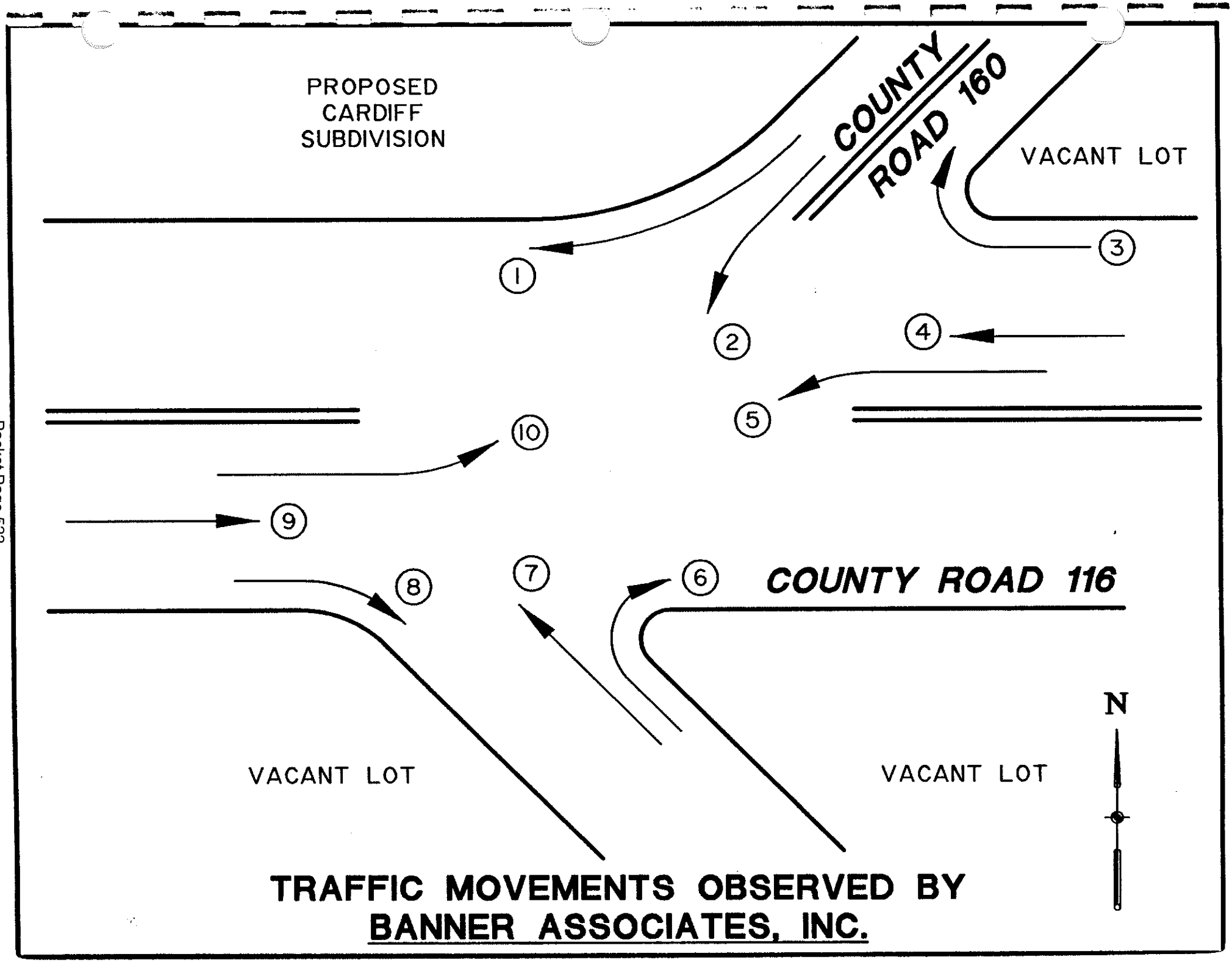


DISTRIBUTION OF SITE GENERATED TRAFFIC DEVELOPED



DISTRIBUTION OF SITE GENERATED TRAFFIC FUTURE

APPENDIX C



TRAFFIC MOVEMENTS OBSERVED BY
BANNER ASSOCIATES, INC.

CARDIFF SUBDIVISION
GLENWOOD SPRINGS, COLO

JOB NO. 837-1-04
SEPTEMBER 30, 1998
4:00 PM TO 6:00 PM

INTERSECTION VOLUME COUNT

TIME / MOVM'T	4:00-4:15	4:15-4:30	4:30-4:45	4:45-5:00	5:00-5:15	5:15-5:30	5:30-5:45	5:45-6:00	TOTAL
1	1	3	3	1	5	7	4	5	29
2	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0
4	5	4	10	4	4	10	7	4	51
5	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0
9	8	6	6	3	5	3	6	4	41
10	0	1	1	4	4	4	2	1	17
							GRAND	TOTAL	138

CARDIFF SUBDIVISION
GLENWOOD SPRINGS, COLO

JOB NO. 8374-04
OCTOBER 1, 1998
7:00 AM TO 9:00 AM

INTERSECTION VOLUME COUNT

MOVM'T \ TIME	7:00-7:15	7:15-7:30	7:30-7:45	7:45-8:00	8:00-8:15	8:15-8:30	8:30-8:45	8:45-9:00	TOTAL
1	2	0	1	2	3	3	3	2	16
2	0	0	0	0	0	0	0	1	1
3	0	0	0	0	0	0	0	0	0
4	4	5	7	6	7	3	2	0	32
5	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0
9	0	1	2	2	4	4	2	2	23
10	2	4	7	7	1	0	0	2	23
							GRAND	TOTAL	95

CARDIFF SUBDIVISION
GLENWOOD SPRINGS, COLO

JOB NO. 8374-04
OCTOBER 1, 1998
4:00 PM TO 6:00 PM

INTERSECTION VOLUME COUNT

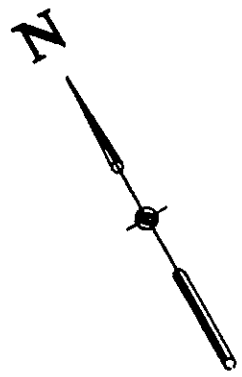
TIME / MOVM'T	4:00-4:15	4:15-4:30	4:30-4:45	4:45-5:00	5:00-5:15	5:15-5:30	5:30-5:45	5:45-6:00	TOTAL
1	2	1	6	2	10	0	1	1	23
2	0	0	0	0	0	0	0	0	0
3	0	0	1	0	0	0	0	0	1
4	3	5	9	8	9	8	4	8	54
5	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0
9	3	4	2	4	6	3	4	4	27
10	4	0	3	4	0	0	1	1	9
							GRAND	TOTAL	114
	12	10	21	18	25	11	10	14	9

CARDIFF SUBDIVISION
GLENWOOD SPRINGS, COLO

JOB NO. 837-04
OCTOBER 2, 1998
7:00 AM TO 9:00 AM

INTERSECTION VOLUME COUNT

TIME / MOVM'T	7:00-7:15	7:15-7:30	7:30-7:45	7:45-8:00	8:00-8:15	8:15-8:30	8:30-8:45	8:45-9:00	TOTAL
1	1	4	4	2	3	5	5	1	22
2	0	0	1	0	0	0	0	0	1
3	0	0	1	0	0	0	1	0	2
4	2	8	4	5	7	3	7	3	39
5	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0
9	4	8	2	7	10	4	4	4	43
10	2	6	10	4	6	1	2	2	32
							GRAND	TOTAL	139



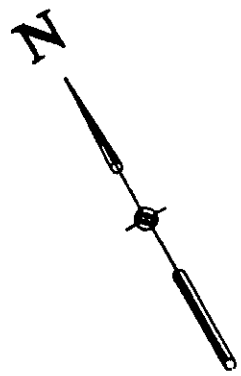
CARDIFF GLEN
SUBDIVISION

34

MIDLAND AVENUE

52

AM PEAK HOUR CONDITIONS
EXISTING



CARDIFF GLEN
SUBDIVISION

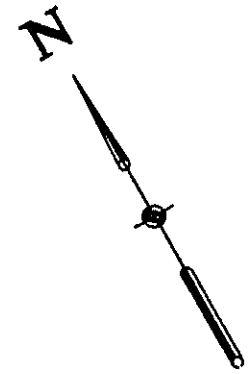
52

MIDLAND AVENUE

30

PM PEAK HOUR CONDITIONS
EXISTING

APPENDIX D



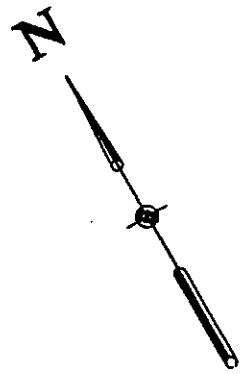
CARDIFF GLEN
SUBDIVISION

51

MIDLAND AVENUE

78

AM PEAK HOUR CONDITIONS
20-YEAR PROJECTION



CARDIFF GLEN
SUBDIVISION

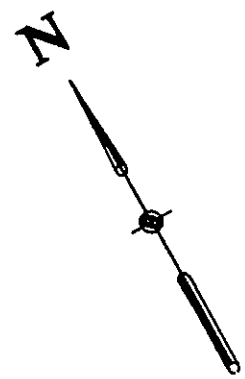
78

MIDLAND AVENUE

45

PM PEAK HOUR CONDITIONS
20-YEAR PROJECTION

APPENDIX E



CARDIFF GLEN
SUBDIVISION

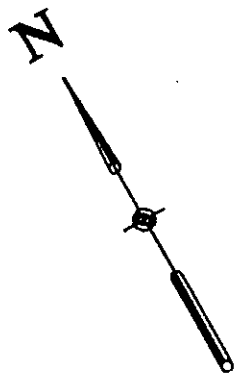
220

MIDLAND AVENUE

330

THESE NUMBERS ARE BASED ON FUTURE PROJECTIONS AND THE LIKELIHOOD THAT THE MIDLAND ALTERNATE ROUTE FROM WEST GLENWOOD SPRINGS WILL EXTEND SOUTH BEYOND CARDIFF GLEN SUBDIVISION.

AM PEAK HOUR CONDITIONS
FUTURE



CARDIFF GLEN
SUBDIVISION

330

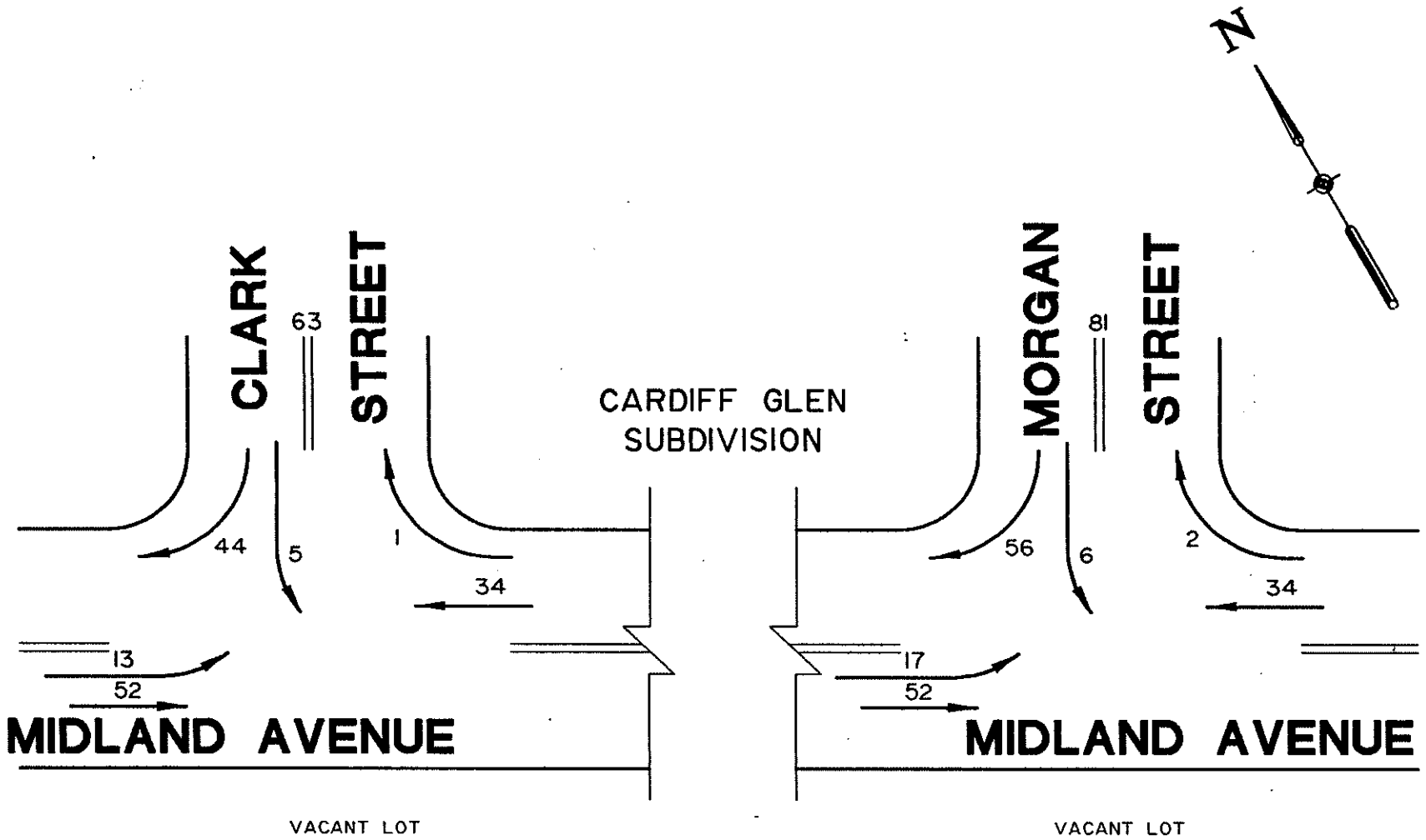
MIDLAND AVENUE

220

THESE NUMBERS ARE BASED ON FUTURE PROJECTIONS AND THE LIKELIHOOD THAT THE MIDLAND ALTERNATE ROUTE FROM WEST GLENWOOD SPRINGS WILL EXTEND SOUTH BEYOND CARDIFF GLEN SUBDIVISION.

PM PEAK HOUR CONDITIONS
FUTURE

APPENDIX F



AM PEAK HOUR
DEVELOPED CONDITIONS

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET..... 30

PEAK HOUR FACTOR..... 1

AREA POPULATION..... 8000

NAME OF THE EAST/WEST STREET..... MIDLAND AVENUE

NAME OF THE NORTH/SOUTH STREET..... CLARK STREET

NAME OF THE ANALYST..... BANNER ASSOCIATES

DATE OF THE ANALYSIS (mm/dd/yy)..... 3/15/99

TIME PERIOD ANALYZED..... AM PK HR, DEVELOPED

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	13	0	--	5
THRU	52	90	--	0
RIGHT	0	1	--	44

NUMBER OF LANES

	EB	WB	NB	SB
LANES	1	1	--	1

ADJUSTMENT FACTORS

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	90	20	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	2	0	2
WESTBOUND	2	0	2
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	2

CRITICAL GAPS

		TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS	SB	5.50	5.50	0.00	5.50
MAJOR LEFTS	EB	5.00	5.00	0.00	5.00
MINOR LEFTS	SB	6.50	6.50	0.00	6.50

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v (pcph)	POTEN-TIAL CAPACITY c_p (pcph)	ACTUAL MOVEMENT CAPACITY c_M (pcph)		SHARED CAPACITY c_{SH} (pcph)		RESERVE CAPACITY $c_R = c_{SH} - v$		LOS
MINOR STREET									
SB LEFT	5	765	759	>	759	>	754	>	A
				> 965		> 916		>A	
RIGHT	44	995	995	>	995	>	952	>	A
MAJOR STREET									
EB LEFT	13	1000	1000		1000		987		A

1985 HCM: UNSIGNALIZED INTERSECTIONS
****

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET..... 30

PEAK HOUR FACTOR..... 1

AREA POPULATION..... 8000

NAME OF THE EAST/WEST STREET..... MIDLAND AVENUE

NAME OF THE NORTH/SOUTH STREET..... MORGAN STREET

NAME OF THE ANALYST..... BANNER ASSOCIATES

DATE OF THE ANALYSIS (mm/dd/yy)..... 3/15/99

TIME PERIOD ANALYZED..... AM PK HR, DEVELOPED

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	17	0	--	6
THRU	57	34	--	0
RIGHT	0	2	--	56

NUMBER OF LANES

	EB	WB	NB	SB
LANES	1	1	--	1

ADJUSTMENT FACTORS

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	90	20	N

VEHICLE COMPOSITION

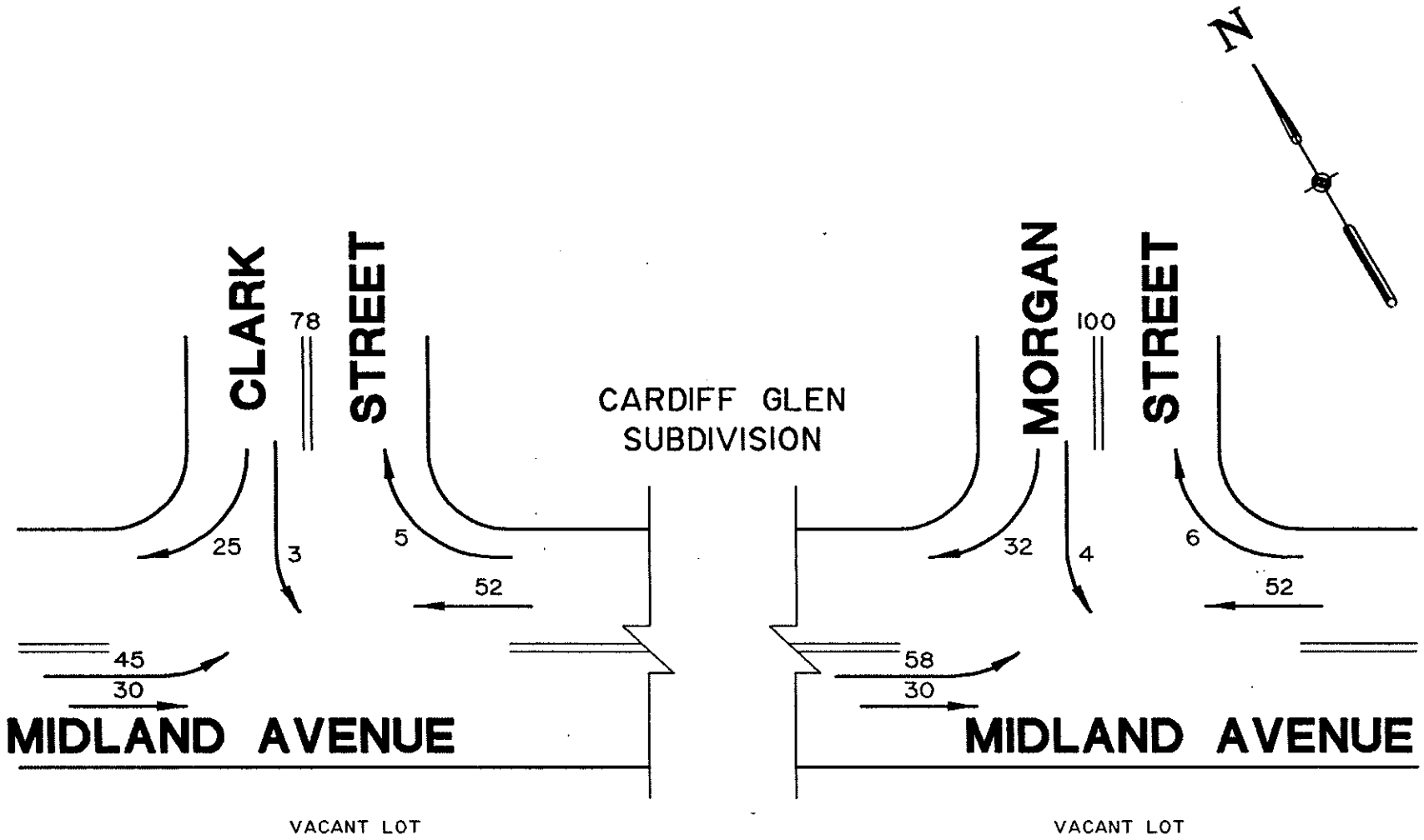
	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	2	0	2
WESTBOUND	2	0	2
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	2

CRITICAL GAPS

		TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS	SB	5.50	5.50	0.00	5.50
MAJOR LEFTS	EB	5.00	5.00	0.00	5.00
MINOR LEFTS	SB	6.50	6.50	0.00	6.50

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v(pcph)	POTENTIAL CAPACITY c_p (pcph)	ACTUAL MOVEMENT CAPACITY c_M (pcph)		SHARED CAPACITY c_{SH} (pcph)		RESERVE CAPACITY $c_R = c_{SH} - v$		LOS
MINOR STREET									
SB LEFT	6	811	803	>	803	>	797	>	A
				> 975		> 914		>A	
RIGHT	55	998	998	>	998	>	943	>	A
MAJOR STREET									
EB LEFT	17	1000	1000		1000		983		A



PM PEAK HOUR
DEVELOPED CONDITIONS

1985 HCM: UNSIGNALIZED INTERSECTIONS
****

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET..... 30

PEAK HOUR FACTOR..... 1

AREA POPULATION..... 8000

NAME OF THE EAST/WEST STREET..... MIDLAND AVENUE

NAME OF THE NORTH/SOUTH STREET..... CLARK STREET

NAME OF THE ANALYST..... BANNER ASSOCIATES

DATE OF THE ANALYSIS (mm/dd/yy)..... 3/15/99

TIME PERIOD ANALYZED..... PM PK HR, DEVELOPED

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	45	0	--	3
THRU	30	84	--	0
RIGHT	0	5	--	25

NUMBER OF LANES

	EB	WB	NB	SB
LANES	1	1	--	1

ADJUSTMENT FACTORS

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	90	20	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	2	0	2
WESTBOUND	2	0	2
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	2

CRITICAL GAPS

		TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS	SB	5.50	5.50	0.00	5.50
MAJOR LEFTS	EB	5.00	5.00	0.00	5.00
MINOR LEFTS	SB	6.50	6.50	0.00	6.50

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v(pcph)	POTENTIAL CAPACITY c_p (pcph)	ACTUAL MOVEMENT CAPACITY c_M (pcph)	SHARED CAPACITY c_{SH} (pcph)	RESERVE CAPACITY $c_R = c_{SH} - v$	LOS
MINOR STREET						
SB LEFT	3	759	738	> 738 > 960	> 735 > 932	A A
RIGHT	25	996	996	> 996	> 971	A
MAJOR STREET						
EB LEFT	45	1000	1000	1000	955	A

****

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET..... 30

PEAK HOUR FACTOR..... 1

AREA POPULATION..... 8000

NAME OF THE EAST/WEST STREET..... MIDLAND AVENUE

NAME OF THE NORTH/SOUTH STREET..... MORGAN STREET

NAME OF THE ANALYST..... BANNER ASSOCIATES

DATE OF THE ANALYSIS (mm/dd/yy)..... 3/15/99

TIME PERIOD ANALYZED..... PM PK HR, DEVELOPED

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	58	0	--	4
THRU	33	52	--	0
RIGHT	0	6	--	32

NUMBER OF LANES

	EB	WB	NB	SB
LANES	1	1	--	1

ADJUSTMENT FACTORS

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	90	20	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	2	0	2
WESTBOUND	2	0	2
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	2

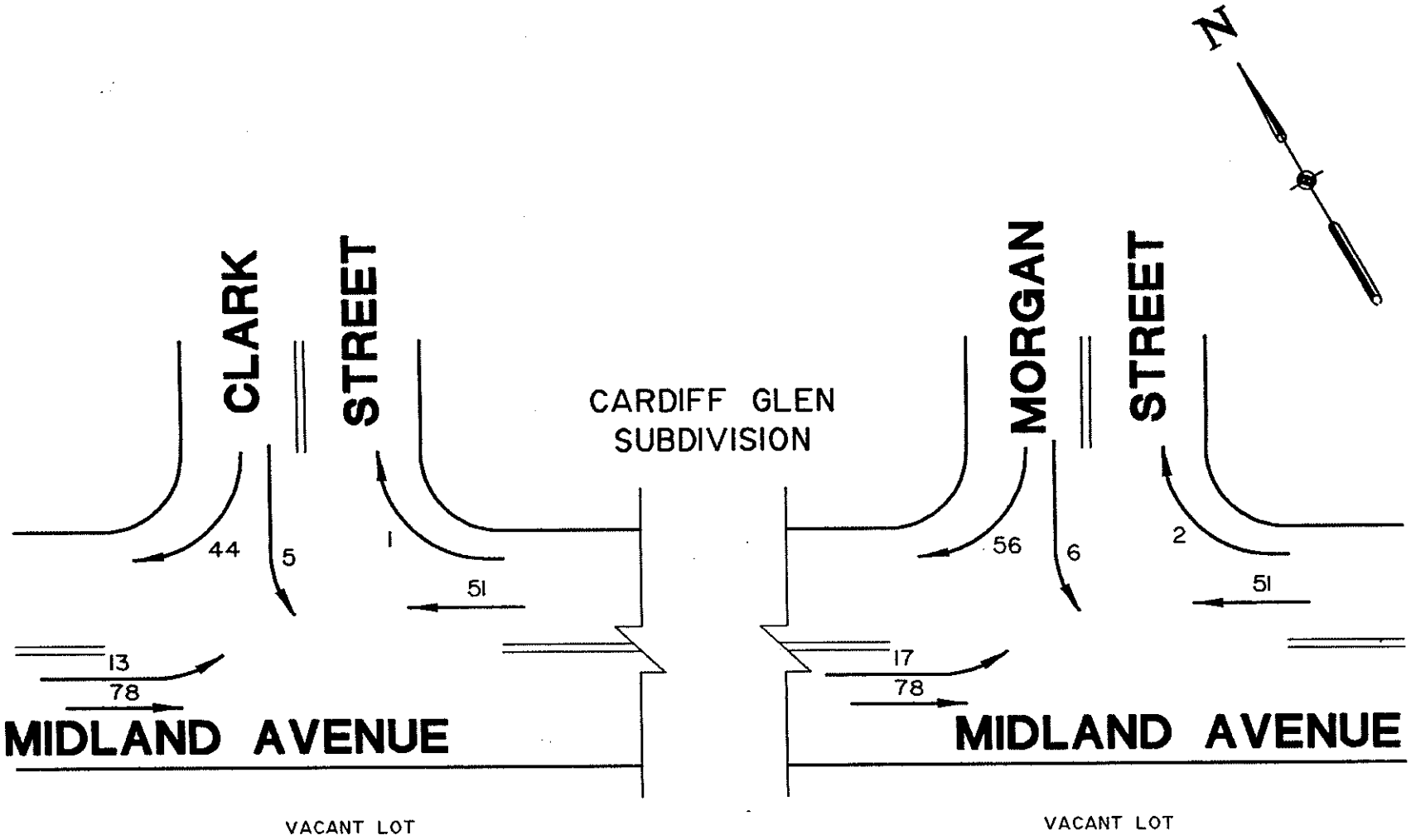
CRITICAL GAPS

		TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS	SB	5.50	5.50	0.00	5.50
MAJOR LEFTS	EB	5.00	5.00	0.00	5.00
MINOR LEFTS	SB	6.50	6.50	0.00	6.50

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v(pcph)	POTEN-TIAL CAPACITY c_p (pcph)	ACTUAL MOVEMENT CAPACITY c_M (pcph)	SHARED CAPACITY c_{SH} (pcph)	RESERVE CAPACITY $c_R = c_{SH} - v$	LOS
MINOR STREET						
SB LEFT	4	774	747	> 747 > 961	> 743 > 926	A >A
RIGHT	32	997	997	> 997	> 966	A
MAJOR STREET						
EB LEFT	58	1000	1000	1000	942	A

APPENDIX G



AM PEAK HOUR
20-YEAR PROJECTION

****

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET..... 35

PEAK HOUR FACTOR..... 1

AREA POPULATION..... 12000

NAME OF THE EAST/WEST STREET..... MIDLAND AVENUE

NAME OF THE NORTH/SOUTH STREET..... CLARK STREET

NAME OF THE ANALYST..... BANNER ASSOCIATES

DATE OF THE ANALYSIS (mm/dd/yy)..... 3/15/99

TIME PERIOD ANALYZED..... AM PK HR, 20-YR PROJ

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	13	0	--	5
THRU	78	107	--	0
RIGHT	0	1	--	44

NUMBER OF LANES

	EB	WB	NB	SB
LANES	1	1	--	1

ADJUSTMENT FACTORS

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	90	20	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	6	4	6
WESTBOUND	6	4	6
NORTHBOUND	---	---	---
SOUTHBOUND	4	0	6

CRITICAL GAPS

		TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS	SB	5.70	5.70	0.00	5.70
MAJOR LEFTS	EB	5.10	5.10	0.00	5.10
MINOR LEFTS	SB	6.80	6.80	0.00	6.80

MOVEMENT	FLOW-RATE v(pcph)	POTENTIAL CAPACITY c_p (pcph)	ACTUAL MOVEMENT CAPACITY c_M (pcph)	SHARED CAPACITY c_{SH} (pcph)	RESERVE CAPACITY $c_R = c_{SH} - v$	LOS
MINOR STREET						
SB LEFT	5	661	656	> 656 > 939	> 651 > 890	A >A
RIGHT	44	987	987	> 987	> 944	A
MAJOR STREET						
EB LEFT	14	999	999	999	985	A

****

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET..... 35

PEAK HOUR FACTOR..... 1

AREA POPULATION..... 12000

NAME OF THE EAST/WEST STREET..... MIDLAND AVENUE

NAME OF THE NORTH/SOUTH STREET..... MORGAN STREET

NAME OF THE ANALYST..... BANNER ASSOCIATES

DATE OF THE ANALYSIS (mm/dd/yy)..... 3/15/99

TIME PERIOD ANALYZED..... AM PK HR, 20-YR PROJ

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	17	0	--	6
THRU	83	51	--	0
RIGHT	0	2	--	56

NUMBER OF LANES

	EB	WB	NB	SB
LANES	1	1	--	1

ADJUSTMENT FACTORS

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	90	20	N

VEHICLE COMPOSITION

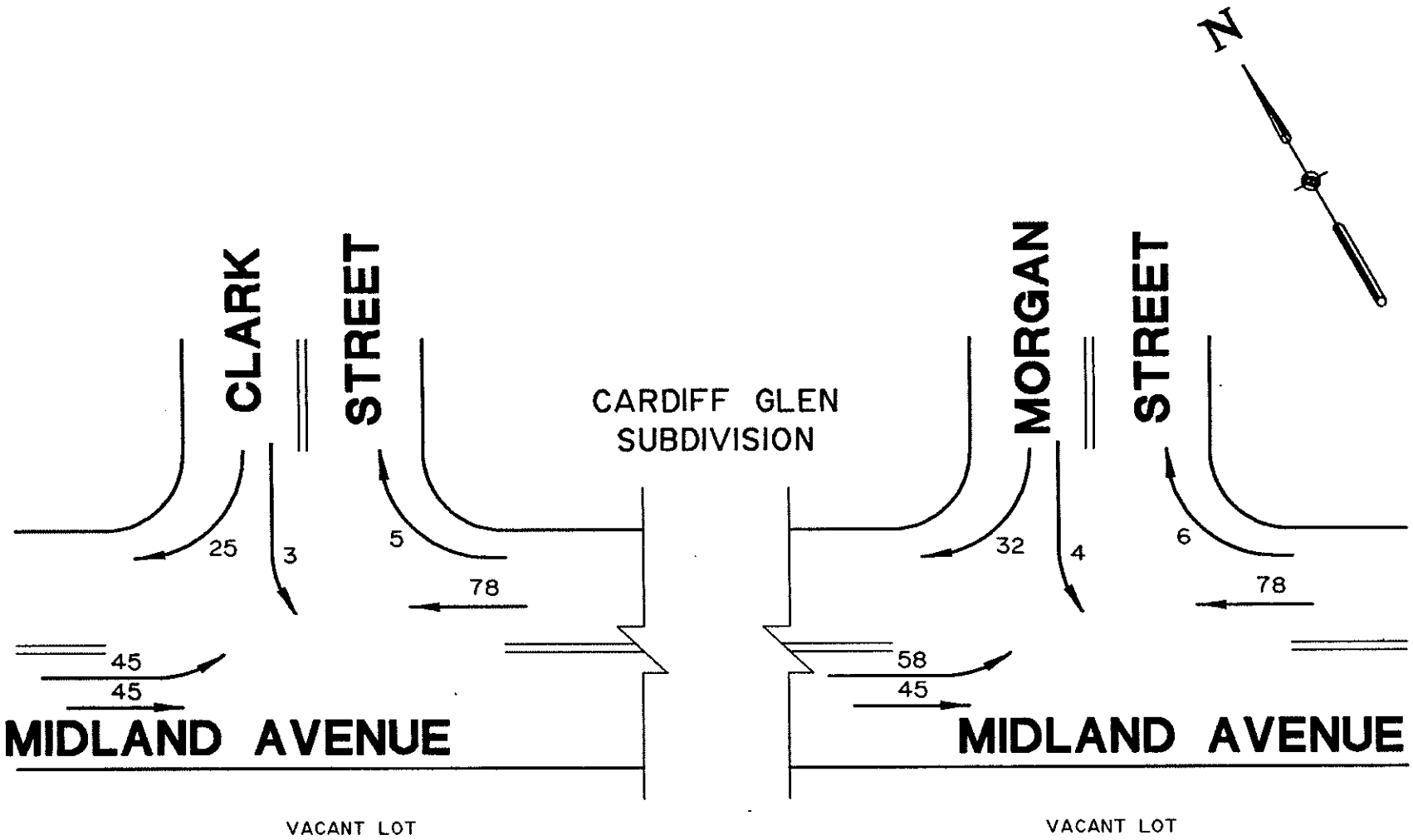
	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	6	4	6
WESTBOUND	6	4	6
NORTHBOUND	---	---	---
SOUTHBOUND	4	0	6

CRITICAL GAPS

		TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS	SB	5.70	5.70	0.00	5.70
MAJOR LEFTS	EB	5.10	5.10	0.00	5.10
MINOR LEFTS	SB	6.80	6.80	0.00	6.80

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v(pcph)	POTEN-TIAL CAPACITY c (pcph) p	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
SB LEFT	6	706	698	> 698	> 692	> A
				> 958	> 896	>A
RIGHT	55	997	997	> 997	> 942	> A
MAJOR STREET						
EB LEFT	18	1000	1000	1000	982	A



PM PEAK HOUR
20-YEAR PROJECTION

1985 HCM: UNSIGNALIZED INTERSECTIONS
****

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET..... 35

PEAK HOUR FACTOR..... 1

AREA POPULATION..... 12000

NAME OF THE EAST/WEST STREET..... MIDLAND AVENUE

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DATE OF THE ANALYSIS (mm/dd/yy)..... 3/15/99

TIME PERIOD ANALYZED..... PM PK HR, 20-YR PROJ

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	45	0	--	3
THRU	45	110	--	0
RIGHT	0	5	--	25

NUMBER OF LANES

	EB	WB	NB	SB
LANES	1	1	--	1

ADJUSTMENT FACTORS

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	90	20	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	6	4	6
WESTBOUND	6	4	6
NORTHBOUND	---	---	---
SOUTHBOUND	4	0	6

CRITICAL GAPS

		TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS	SB	5.70	5.70	0.00	5.70
MAJOR LEFTS	EB	5.10	5.10	0.00	5.10
MINOR LEFTS	SB	6.80	6.80	0.00	6.80

MOVEMENT	FLOW-RATE v(pcph)	POTENTIAL CAPACITY c (pcph) p	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
SB LEFT	3	658	639	> 639 > 929	> 637 > 901	A >A
RIGHT	25	982	982	> 982	> 957	A
MAJOR STREET						
EB LEFT	47	998	998	998	951	A

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET..... 35

PEAK HOUR FACTOR..... 1

AREA POPULATION..... 12000

NAME OF THE EAST/WEST STREET..... MIDLAND AVENUE

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DATE OF THE ANALYSIS (mm/dd/yy)..... 3/15/99

TIME PERIOD ANALYZED..... PM PK HR, 20-YR PROJ

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	58	0	--	4
THRU	48	78	--	0
RIGHT	0	6	--	32

NUMBER OF LANES

	EB	WB	NB	SB
LANES	1	1	--	1

ADJUSTMENT FACTORS

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	90	20	N

VEHICLE COMPOSITION

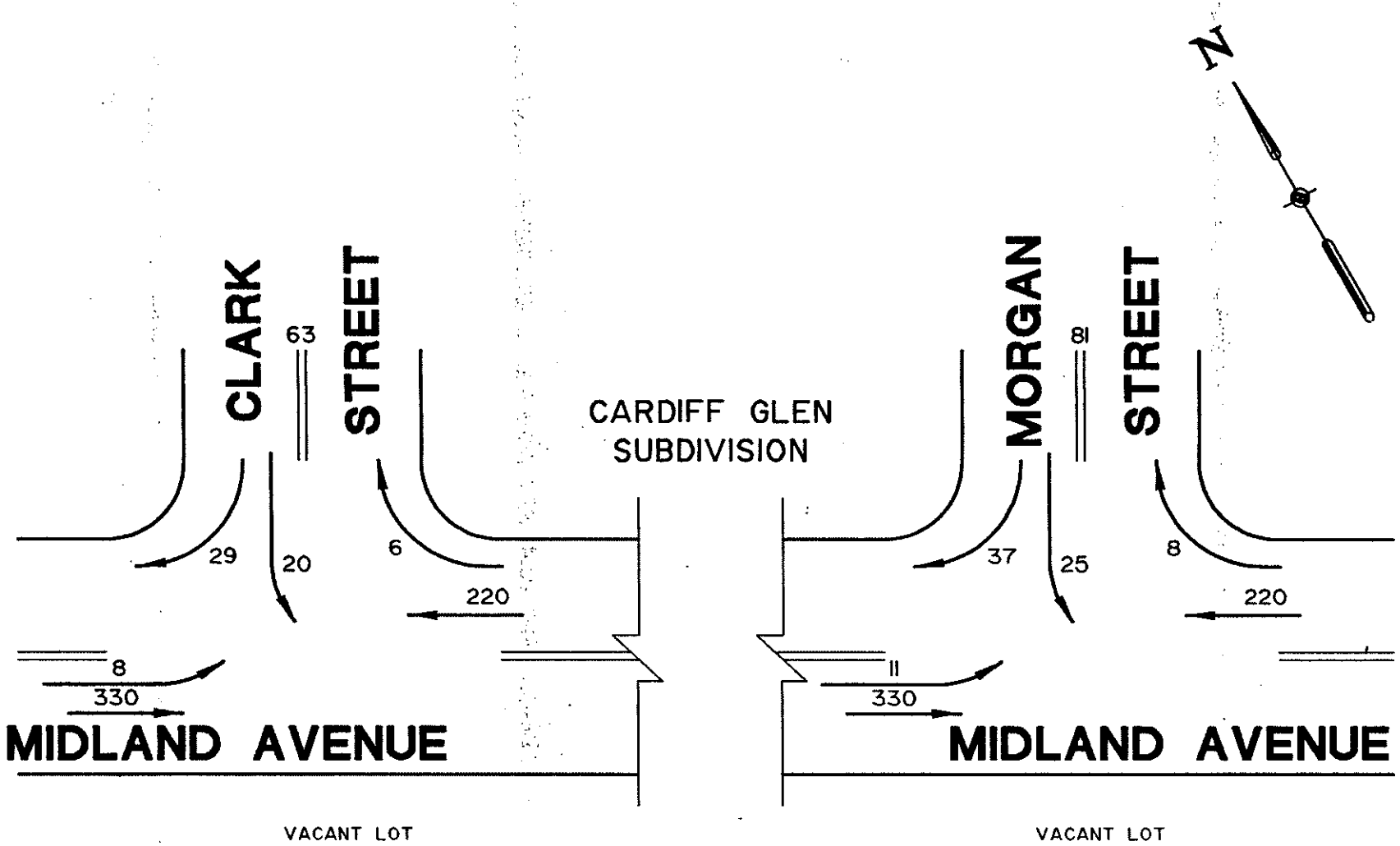
	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	6	4	6
WESTBOUND	6	4	6
NORTHBOUND	---	---	---
SOUTHBOUND	4	0	6

CRITICAL GAPS

		TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS	SB	5.70	5.70	0.00	5.70
MAJOR LEFTS	EB	5.10	5.10	0.00	5.10
MINOR LEFTS	SB	6.80	6.80	0.00	6.80

MOVEMENT	FLOW-RATE v(pcph)	POTEN-TIAL CAPACITY c (pcph) p	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
SB LEFT	4	672	648	> 648	> 644	> A
				> 940	> 904	>A
RIGHT	32	996	996	> 996	> 964	> A
MAJOR STREET						
EB LEFT	60	1000	1000	1000	940	A

APPENDIX H



AM PEAK HOUR
FUTURE CONDITIONS

BASED ON MIDLAND ALTERNATIVE ROUTE.

****

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET..... 35

PEAK HOUR FACTOR..... 1

AREA POPULATION..... 12000

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TIME PERIOD ANALYZED..... AM PK, MID. ALT. RT.

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	8	0	--	20
THRU	330	257	--	0
RIGHT	0	6	--	29

NUMBER OF LANES

	EB	WB	NB	SB
LANES	1	1	--	1

ADJUSTMENT FACTORS

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	90	20	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	10	10	10
WESTBOUND	10	10	10
NORTHBOUND	---	---	---
SOUTHBOUND	5	0	6

CRITICAL GAPS

		TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS	SB	5.70	5.70	0.00	5.70
MAJOR LEFTS	EB	5.10	5.10	0.00	5.10
MINOR LEFTS	SB	6.80	6.80	0.00	6.80

MOVEMENT	FLOW-RATE v(pcph)	POTEN-TIAL CAPACITY c_p (pcph)	ACTUAL MOVEMENT CAPACITY c_M (pcph)	SHARED CAPACITY c_{SH} (pcph)	RESERVE CAPACITY $c_R = c_{SH} - v$	LOS
MINOR STREET						
SB LEFT	20	371	369	> 369 > 550	> 349 > 501	B >A
RIGHT	29	830	830	> 830	> 801	A
MAJOR STREET						
EB LEFT	9	925	925	925	916	A

****

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET..... 35

PEAK HOUR FACTOR..... 1

AREA POPULATION..... 12000

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INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	11	0	--	25
THRU	350	220	--	0
RIGHT	0	8	--	37

NUMBER OF LANES

	EB	WB	NB	SB
LANES	1	1	--	1

ADJUSTMENT FACTORS

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	90	20	N

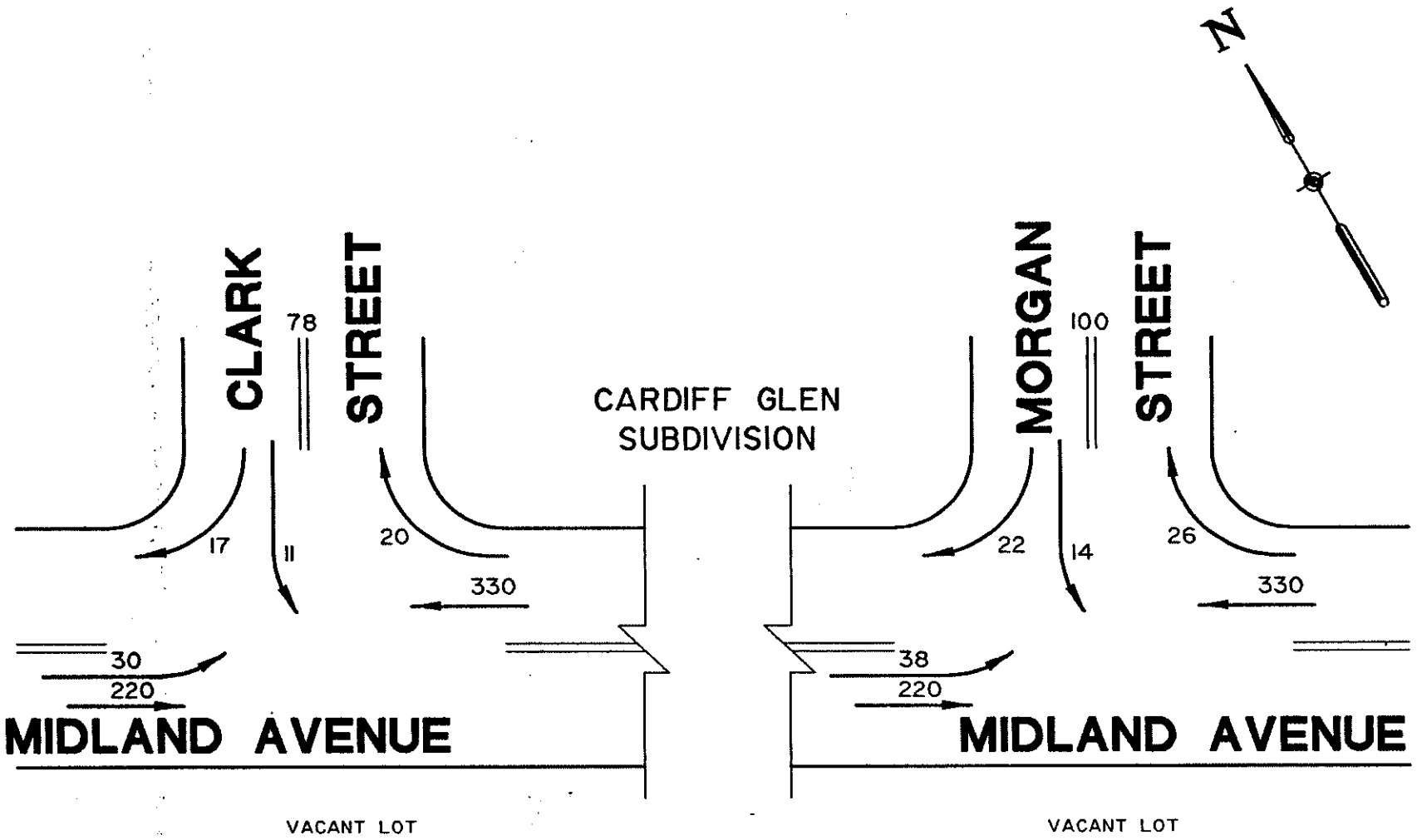
VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	10	10	10
WESTBOUND	10	10	10
NORTHBOUND	---	---	---
SOUTHBOUND	5	0	6

CRITICAL GAPS

		TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS	SB	5.70	5.70	0.00	5.70
MAJOR LEFTS	EB	5.10	5.10	0.00	5.10
MINOR LEFTS	SB	6.80	6.80	0.00	6.80

MOVEMENT	FLOW-RATE v (pcph)	POTENTIAL CAPACITY c_p (pcph)	ACTUAL MOVEMENT CAPACITY c_M (pcph)		SHARED CAPACITY c_{SH} (pcph)		RESERVE CAPACITY $c_R = c_{SH} - v$		LOS
MINOR STREET									
SB LEFT	25	380	377	>	377	>	352	>	B
				> 568		> 507		>A	
RIGHT	37	866	866	>	866	>	829	>	A
MAJOR STREET									
EB LEFT	12	958	958		958		946		A



PM PEAK HOUR
FUTURE CONDITIONS

BASED ON MIDLAND ALTERNATIVE ROUTE.

****

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET..... 35

PEAK HOUR FACTOR..... 1

AREA POPULATION..... 12000

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INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	30	0	--	11
THRU	220	352	--	0
RIGHT	0	20	--	17

NUMBER OF LANES

	EB	WB	NB	SB
LANES	1	1	--	1

ADJUSTMENT FACTORS

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	90	20	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	10	10	10
WESTBOUND	10	10	10
NORTHBOUND	---	---	---
SOUTHBOUND	5	0	6

CRITICAL GAPS

		TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS	SB	5.70	5.70	0.00	5.70
MAJOR LEFTS	EB	5.10	5.10	0.00	5.10
MINOR LEFTS	SB	6.80	6.80	0.00	6.80

MOVEMENT	FLOW-RATE v(pcph)	POTEN-TIAL CAPACITY c_p (pcph)	ACTUAL MOVEMENT CAPACITY c_M (pcph)		SHARED CAPACITY c_{SH} (pcph)		RESERVE CAPACITY $c_R = c_{SH} - v$		LOS
MINOR STREET									
SB LEFT	11	364	355	>	355	>	344	>	B
				> 517		> 489		>A	
RIGHT	17	734	734	>	734	>	717	>	A
MAJOR STREET									
EB LEFT	33	822	822		822		789		A

****

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET..... 35

PEAK HOUR FACTOR..... 1

AREA POPULATION..... 12000

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INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	38	0	--	14
THRU	231	330	--	0
RIGHT	0	26	--	22

NUMBER OF LANES

	EB	WB	NB	SB
LANES	1	1	--	1

ADJUSTMENT FACTORS

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	90	20	N

VEHICLE COMPOSITION

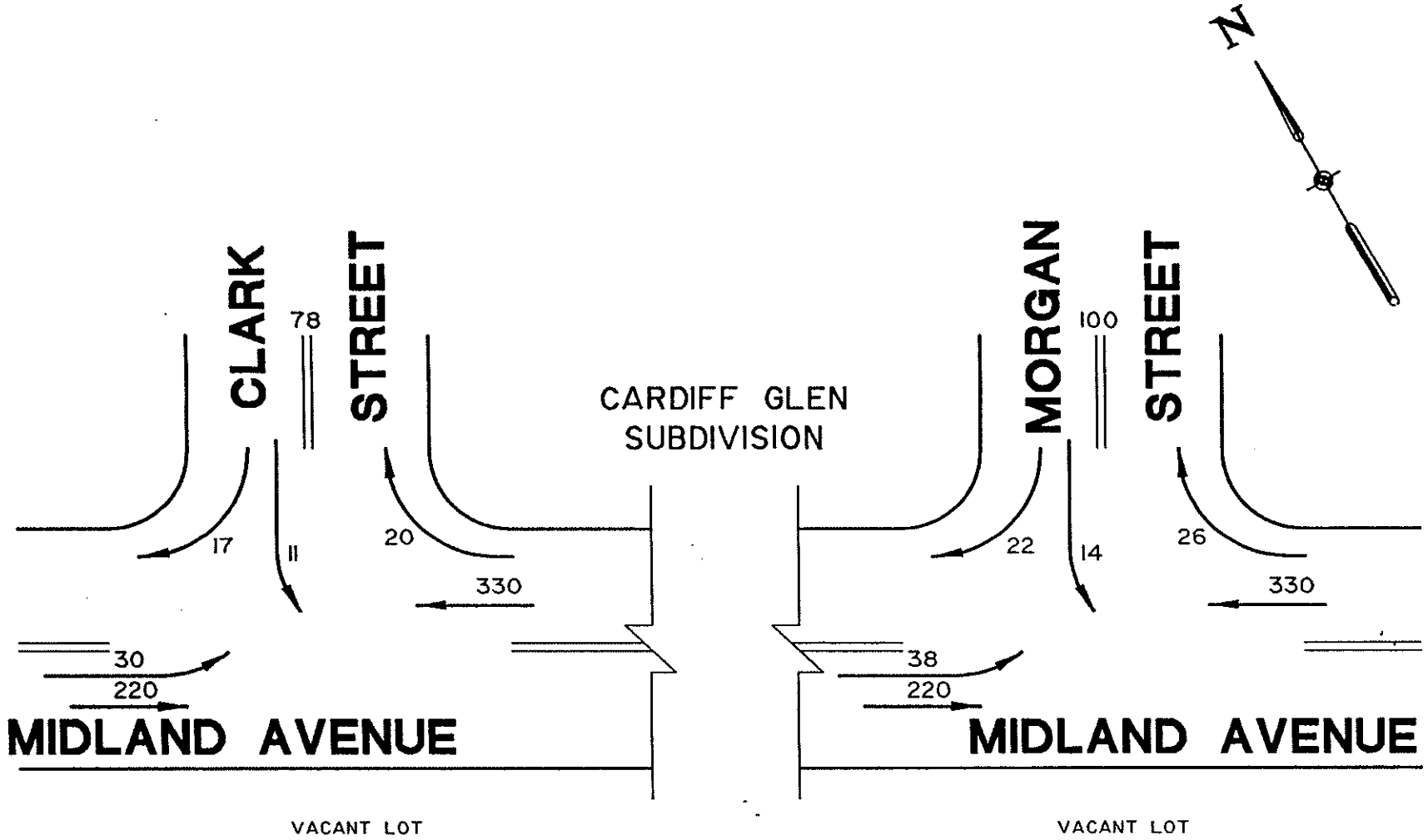
	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	10	10	10
WESTBOUND	10	10	10
NORTHBOUND	---	---	---
SOUTHBOUND	5	0	6

CRITICAL GAPS

		TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS	SB	5.70	5.70	0.00	5.70
MAJOR LEFTS	EB	5.10	5.10	0.00	5.10
MINOR LEFTS	SB	6.80	6.80	0.00	6.80

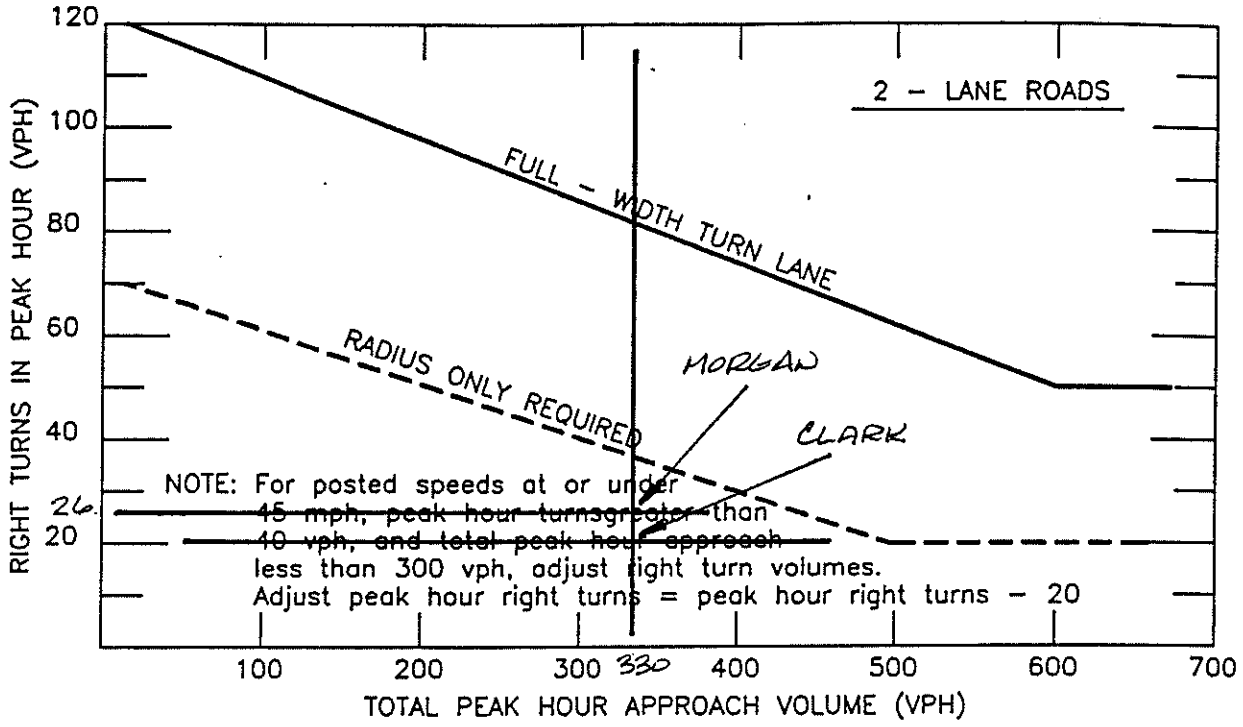
MOVEMENT	FLOW-RATE v(pcph)	POTEN-TIAL CAPACITY c_p (pcph)	ACTUAL MOVEMENT CAPACITY c_M (pcph)		SHARED CAPACITY c_{SH} (pcph)		RESERVE CAPACITY $c_R = c_{SH} - v$		LOS
MINOR STREET									
SB LEFT	14	364	353	>	353	>	339	>	B
				>	522	>	486		>A
RIGHT	22	751	751	>	751	>	729	>	A
MAJOR STREET									
EB LEFT	42	837	837		837		795		A

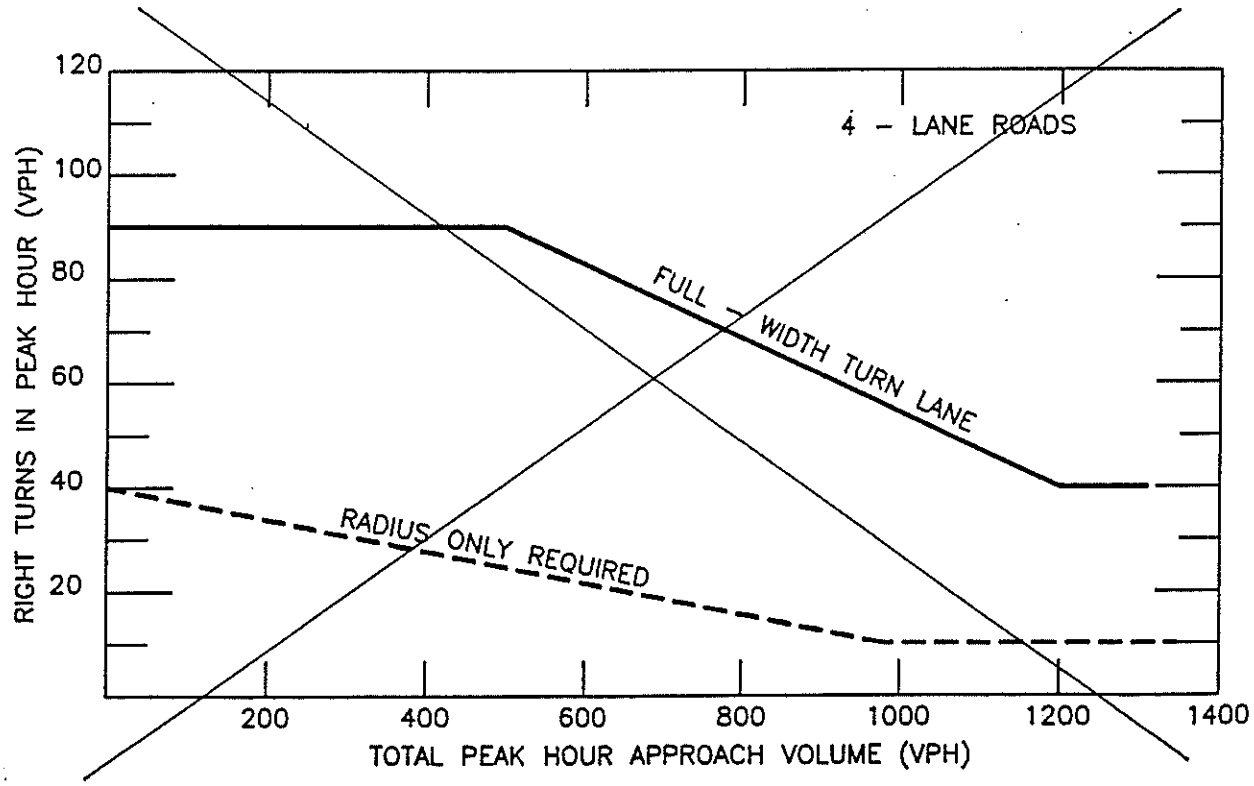
APPENDIX I



PM PEAK HOUR
FUTURE CONDITIONS

BASED ON MIDLAND ALTERNATIVE ROUTE.

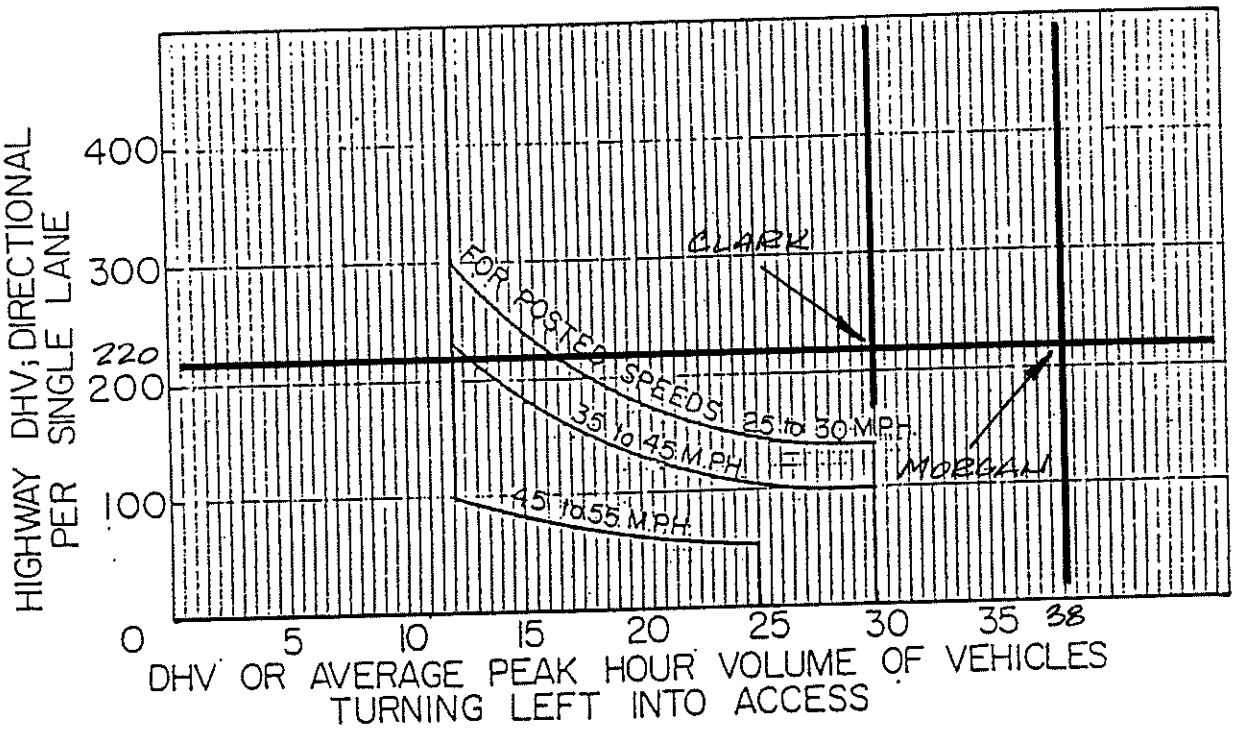




CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS

VOLUME WARRANTS FOR RIGHT TURN DECELERATION LANES ON CITY STREETS

FIGURE 2



STATE HIGHWAYS AND CITY STREETS

CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS

VOLUME WARRANTS FOR LEFT-TURN DECELERATION LANES

FIGURE 5

MAJOR DRAINAGE REPORT

SOLSTICE TOWNHOMES

LOTS 95 & 96 CARDIFF GLEN P.U.D.

GLENWOOD SPRINGS, COLORADO

Prepared For:

CARDIFF 96 LLC
PO BOX 3551
BASALT, COLORADO 81621

Prepared By:

Hans E. Brucker, PE
Pinnacle Design Consulting Group, Inc.
0805 Buckpoint Road
Carbondale, Colorado 81623

October 22, 2018

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Appendix

BAI Drainage Basin Drawings
Proposed Lot 95 and Lot 96 Basin Drawings and Grading Plans
Computer Printouts
Perc Test

Introduction / General Description

This drainage report has been prepared for the residential development of Lots 95 & 96 situated along the eastern portion of the Cardiff Glen P.U.D., a 22-acre residential development in Glenwood Springs, Colorado. Cardiff Glen is approximately 2 miles south of downtown Glenwood and is bordered to the north by the Glenwood Springs Airport, to the south by County Road 116 also known as Airport Road, and to the west by the Sopris Elementary School. The sites are located approximately 100 feet above the Roaring Fork River Basin, the ultimate receiving system for the project.

Lots 95 & 96 are generally mild sloping with grades of around 2% that pitch generally to the north and west. A portion of Lot 96 has historically sloped towards the east to an existing gravel access road that services the offices of Black Hills Energy. There is a hill located immediately to the south of Airport Road which eliminates any natural offsite drainage channels from discharging onto the property and thus stormwater drainage on the site is highly localized in nature. Both Lots were previously disturbed from construction activities associated with Cardiff Glen P.U.D. This resulted in non-native fill being placed on the middle portions of the Lots with sparse ground cover. However, around portions of the Lot perimeters, sage brush, native grasses, weeds, and fruit trees are still present. There are no wetlands or riparian areas located on the site.

Based on a geotechnical report prepared by HP Geotech in May 2007, soils on Lots 95 & 96 consist generally of clay with gravel and cobble fill overlying dense, slightly silty to silty sandy gravel with cobbles and boulders. Based on a recent percolation test (see Appendix), the underlying soils drained at a rate of 10 minutes per inch and appear to be consistent with NRCS hydrologic soil group B.

Project Description

The development plans for Lots 95 & 96 include the construction of 29 townhomes complete with paved access drives, parking areas, and sidewalks. The multi-family residential units will include four townhomes situated on Lot 95 with the remaining 25 to be constructed on Lot 96 (see Appendix and drainage plans for Lot boundary information and the proposed development design). The land use is consistent with the original approvals of the Cardiff Glen P.U.D.

Due to the residential unit density within the Cardiff Glen P.U.D., centralized stormwater detention was proposed and constructed to mitigate all of the increased impervious areas within the development in concert with a previous drainage study prepared by Banner Associates, Inc. (BAI) in March of 1999. The study utilized the “land use type” including single-family, multi-family, park, and commercial categories to arrive at final detention sizing determination. As part of the drainage study, the Cardiff Glen P.U.D. was partitioned into five (5) separate drainage basins. Lot 95 was included in Drainage Basin “A” and Lot 96 was included in Drainage Basin “B” (see Appendix for previous drainage basin locations). Based on the original drainage design and with the exception of the eastern portion of Lot 96, all stormwater from these Lots is essentially detained within the Cardiff Glen P.U.D. and is ultimately tributary to the Roaring Fork River Basin via infiltration.

Given the project location being located down-gradient of a hillside that is separated by Airport Road as well as by lower topographical areas, there are no offsite drainage basins or issues that will affect this property. Furthermore, there are no irrigation ditches in close proximity to the proposed development, nor is the property prone to flooding from the Roaring Fork River given that it is situated approximately 100 feet higher in elevation from the main channel, water elevation.

Both Lots 95 & 96 are situated on land that is undeveloped and aside from previous phone, cable tv and electric terminations that were installed in concert with the original Cardiff Glen P.U.D., there won't be any conflicts with existing utilities or constraints for existing street or structures.

It is estimated that construction will commence at the end of 2018 or beginning of 2019 and will end in the Fall of 2019. This will depend on permitting, entitlements, and weather conditions.

Drainage Analysis Methodology

As part of the development of Lots 95 and 96, we will analyze the tributary drainage that flows internal to the Cardiff Glen P.U.D. (where appropriate) in similar to the original BAI drainage study. In this case, they used the Modified Rational Method along with "land use" type to determine an appropriate runoff coefficient and associated peak flow rates. We, on the other hand, will use the Rational Methodology and calculate the percent imperviousness of each basin to provide more accurate runoff values based on the actual site plan design.

For Lots 95 and 96 Banner used a 25-year runoff coefficient of 0.60 for Multi-family based on accepted ranges of "C" and based on the soil conditions for the site. Since Lots 95 and 96 are being proposed as Multi-family under the current development plans, the use remains consistent with their original drainage report assumptions.

Since Lot 95 is essentially tributary via sheet flow to the detention facilities of Basin "A" in the BAI drainage study located at the northerly portion of Breen Way and within Summerville Park and for a small portion of Basin "B" also part of the BAI drainage study located under Grand River Park, we are of the opinion that both detention and water quality for this Lot are already mitigated. The storm water tributary to this area is mostly confined within an existing detention facility. Furthermore, the proposed grading and drainage plan design as previously stated, exhibits sheet flows around the perimeter of the developed areas which limits the need for additional design study since there are no major channels being proposed. Similarly, the westerly portion of Lot 96 is tributary to the detention facility located under Grand River Park wherein it is also mitigated for both detention and water quality. Our drainage analysis for the new development areas will be to calculate historic and developed 25-year peak flow rates for the 1-hour storm based on the percent imperviousness for Hydrologic Soil Group B and via the Rational Method to ascertain the peak storm water runoff rates. In addition, we will provide for 100% detention on the eastern portion of Lot 96 based on applying the 1-hour, 100-year storm precipitation depth to the impervious area of the site, per our discussion with COGS Engineering Department staff. This will assure that off-site flow rates are kept below historic conditions.

Peak Flow Rates –Rational Method:

Based on the COGS drainage standards, the developed peak flow rates for each basin using a 25-year return period, 1-hour storm can be calculated using the Rational Method as follows:

Rational Method:

Given:

$Q = CIA$

Where:

Q = Peak Discharge, cfs for the return period
C = Runoff Coefficient
I = Rainfall Intensity, inches/hour
A = Drainage Area, acres

The intensity value is derived based on the time of concentration for each Lot from the ground cover, slope, and the degree to which the stormwater is channelized. Based past experience when analyzing smaller sized drainage basins by using the Rational Method, time-of-concentration values typically are less than 5-minutes. Therefore, we will use the minimum time-of-concentration value of 5-minutes for the analysis as it will yield more conservative peak flow rates in this instance.

Since specific time-intensity-frequency curves for the Glenwood Springs area are not published in the Glenwood Springs Drainage Standards, the intensity value will need to be calculated based on the following equation from the Urban Storm Drainage Criteria Manual (USDCM) Volume 1, Chapter 5:

$I = 28.5\ P_1 / (10 + T_d)^{0.786}$

Where:

I = rainfall intensity (inches per hour)

P_1 = 1-hour rainfall depth or precipitation rate (1.05 inches for the 25-year storm per Glenwood Spring Drainage Standards)

T_d = storm duration (5-minutes in this case)

For a 5-minute time-of-concentration, 25-year return period, 1-hour storm, the intensity is as follows:

$I_{25} = 28.5 \times 1.05 / (10 + 5)^{0.786} = 3.56$ in/hr

For Lot 96, the Drainage Basin/Sub-Basin characteristics (See Appendix for Drainage Basin locations) are as follows:

Drainage Basin Characteristics

Drainage Basin/Sub-Basin	Total Area sf	Impervious Area Sf	% Impervious
"Lot 95 West"	39,398	22,943	58%
"Lot 96 East"	42,637	30,039	70%
"Lot 96 East"	27,181	9,602	35%

Based on applying a "C" value of 0.24 for Hydrologic Type B soils and from the previously calculated storm intensity value of 3.56 in/hr, the historic peak flow conditions are as follows:

Drainage Basin Historic Conditions

Drainage Basin/Sub-Basin	Total Area ac	Historic "C" Value	25-year 5-min Tc Intensity in/hr	Historic Q cfs
"Lot 95 West"	0.904	0.24	3.56	0.77
"Lot 96 East"	0.979	0.24	3.56	0.84
"Lot 96 East"	0.624	0.24	3.56	0.53

Similarly, by applying the percent imperviousness per the USDCM, the Drainage Basin/Sub-Basin developed peak flows are calculated as follows:

Drainage Basin Developed Conditions

Drainage Basin/Sub-Basin	Total Area	Developed "C" Value	25-year 5-min Tc Intensity	Developed Q
	ac		in/hr	cfs
"Lot 95 West"	0.904	0.50	3.56	1.61
"Lot 96 East"	0.979	0.58	3.56	2.02
"Lot 96 East"	0.624	0.41	3.56	0.91

See Appendix for Drainage Basin/Sub-Basin information.

The developed drainage conditions for the Lot 96 west basin assuming 100% detention are as follows:

Lot 95 Basin Developed Conditions with 100% Detention

Total Area	Developed "C" Value	25-year 5-min Tc Intensity	Developed Q
ac		in/hr	cfs
0.378	0.24	3.56	0.32

Ripple Lane and On-Site Swale Capacity Checks:

Ripple Lane, which provides access to the townhome units on Lot 96 is being proposed with a center valley-pan from which the adjacent asphalt lanes slope towards the center at a -2% cross-slope. Although major portions of the Lot 96 West Basin are designed to sheet flow towards Culver Circle, Ripple Lane does collect much of the stormwater runoff from the center portion of the Lot.

Since this area will channelize stormwater, it should be checked to verify that there is adequate conveyance capacity utilizing the peak Sub-Basin flow rates.

Based on applying Manning's Formula to a 20-foot wide asphalt channel in accordance with the center line grades for the north and south portions of Ripple Lane (assuming a width of 20 feet), the conveyance capacity was found to be as follows (See Appendix for channel calculations summary sheets):

1. South portion of Ripple Lane with -1.14% centerline gradient:

straight asphalt channel capacity = 4.269 cfs

2. North portion of Ripple Lane with -1.22% centerline gradient

straight asphalt channel capacity = 4.416 cfs

Since the total peak flow rate of the "Lot 96 West" Sub-Basin is only around 2.0 cfs each portion of Ripple Lane as shown above has adequate conveyance capacity.

From the westerly portion of Lots 95 and 96, the stormwater is conveyed via asphalt streets with curb & gutter to the centralized detention basin under Summerville Park and Grand River Park respectively.

As part of the drainage plans for Lots 95 and Lot 96, we have proposed five (5) separate drainage swales to convey storm water. For design purposes each swale has been designed with side slopes at 10:1 or ten (10) percent. Based on the center line grades for each swale, we have calculated the associated swale capacity and have shown that each swale will handle a peak flow rate of 0.5 cfs. Based on inspecting the relative drainage areas of the overall sites, this is more than adequate to convey the localized drainage conveyed by the proposed swales (see Appendix for swale capacity calculations).

Water Quality:

As previously outlined, water quality for the site is being achieved via the existing sub-surface detention systems that were previously installed and via a newly proposed sand filter located on the southeastern portion of Lot 96 which will collect stormwater from all of "Lot 96 West" Sub-Basin except for the easterly unit of Building 2 and a short section of emergency access road. The emergency access road will be designed with a gravel surface so additional water quality treatment is not required. The easterly portion of Building 2 flows to a green space where, in our opinion, water quality is being achieved at equal or greater than a 1:1 basis by area. Additional underground infrastructure is not warranted in this case.

Detention:

As previously stated, detention for Lot 95 and the westerly portion of Lot 96 is being provided by a centralized detention system already constructed and in place located westerly of Lot 96. We verified that the runoff coefficients for these locations were less than in the BAI drainage report, therefore additional detention for these areas is not required per a discussion with COGS Engineering staff. Since the easterly portion of Lot 96 flows towards the east, a separate detention solution has been provided.

The current plan calls for providing 100% detention for this portion of the site ("Lot 96 West" Sub-Basin) by applying the 100-year, 1-hour precipitation depth of 1.32 inches to all of the Sub-Basin impervious area. This will yield a conservative detention value for the site and assure that stormwater released from the site is less than historic conditions as is the case with other portions of Cardiff Glen.

The total impervious area of the Lot 96 West Sub-Basin is 9,602 square feet and the detention volume required is calculated as follows:

V = Area x (100-year Precipitation Depth)

V = 9,602 ft^2 x 1.32 in x (1 ft /12 in) = 1,056 ft^3

The current plan for providing detention for this portion of the site is to install a bottomless sand filter extended detention basin. This will not only provide the necessary detention volume but water quality mitigation.

The sand filter surface area can be calculated based on the following formula:

$A_s = 2V/9$, where V = detention volume in ft^3

The minimum sand filter volume required is as follows:

$A_s = 2 \times 1{,}056\ ft^3 / 9 = 235\ ft^2$

However, the detention basin is required to drain in 24-hours or 1440 minutes.

Based on the underlying soil conditions at the site the percolation rate was tested (see Appendix for results) and a 10 minute/inch percolation rate was observed. For design purposes we will use a percolation rate of 30 min/inch (4 ft per 24 hours) to calculate the minimum sand filter area required. If we divide the detention volume by a percolation rate of 4 ft/day, the minimum sand filter is calculated as follows:

$A_s = 1{,}056\ ft^3 / (4\ ft/day) = 264\ ft^3$

For design purposes, we have provided a sand filter area of 320 ft^2 or 16 ft x 20 ft.

Since the sand filter has been designed to accommodate the 100-year, 1-hour precipitation rate, separate water quality calculations are ordinarily not required as the water quality control volume is already being achieved.

The final detention basin should exceed 1,056 ft^3 in volume with side slopes no steeper than a 3:1 slope.

Outlet Works:

The outlet works from the extended detention basin are fairly straight forward. Stormwater will enter the basin and reach the sand filter located at the lowest point in the basin. The stormwater will be discharged into the sand filter and underlying soils via percolation. For the other portions of Lots 95 and 96, stormwater will generally sheet flow to the centralize detention areas.

Project Design Principles:

The project, to the extent possible considering all of the input parameters, has been designed in concert with USDCM principals. Given the predetermined location of the buildings, access street and parking requirements and previously developed drainage report, we considered water quality and detention early in the design process and have used major portion of the site to incorporate various BMP's including disconnected impervious areas as well as a sand filter for water quality. Furthermore, we have reduced the amount of impervious area as much as practical given the desires of the owner and the concern with long term maintenance issues. For example, we have also attempted to maximize the amount of green space and flat area on the site for both water quality benefits as well as to preserve a sense of usable open space. A treatment train approach has been utilized where feasible to provide water quality and flood

controls. In addition, we have designed the drainage facilities for maintenance access and have considered public safety.

Erosion Control:

Given the size of the project, disturbance to the site will be considerable. We are recommending that a silt fence be installed on the down-gradient side of the proposed improvements in order to eliminate sediment transfer and to mitigate concern for water quality impacts on surrounding roadways and the Roaring Fork River Basin. In addition, sediment bags should be placed around down-gradient drainage system inlets. Furthermore, all excavations should be planned to minimize, to the extent possible, damage to surrounding vegetation.

Maintenance:

The sand filter extended detention basin should be checked annually after construction to ensure that it is free of debris and silt. If debris and silt are encountered, it should be removed via pumping or other mechanical means to minimize clogging of the sand media. The sand should be inspected to determine if the sand media is allowing acceptable infiltration every one to two years and after significant rainfalls. If clogging is apparent, scarify the top 3 inches by raking the filter's surface. If sand requires removal, the top 3 inches of sand should be removed from the filter. After a second removal of 3 inches, backfill with 6 inches of new sand to return the sand depth to 18 inches. Sand removal should occur every 2 to 5 years depending on observed drain times, for example, if it takes more than 24 hours to empty. Since maintenance will ultimately be facilitated by the HOA, a contact person will be provided once the HOA is formalized.

Temporary silt fence and sediment bags should remain in place until all areas on the Lot are completely revegetated.

Nearest Flood Zone:

The subject property is not located within a major FIRM 100-year flood zone.

Mudflow Area:

Given the project location, mudflow from surrounding areas will not be a concern.

Conclusions:

The development of Lots 95 and 96 from a drainage perspective will mostly utilize existing planned and constructed facilities to comply with detention and water quality requirements. The proposed design partially utilizes a treatment train approach on the easterly portion of Lot 96, whereby the runoff will be collected and passed through lawn grass before it is detained and eventually infiltrated into the ground via

a bottomless sand filter infiltration system. Since there are blanket easements proposed for all portions of Lot 96 outside of the building footprints, separate drainage easements for sand filter maintenance will not be required.

To the extent possible, we have avoided unnecessary impervious areas and have designed the proposed plan in concert with the USDCM principles, the desires of the client, and long-term BMP maintenance concerns. The proposed design will improve the existing drainage conditions by increasing water quality treatment in areas not previously mitigated as such and by revegetating portions of Cardiff Glen that have remained disturbed by previous construction.

Recommendations:

1. Positive drainage should be constructed away from the building foundations in accordance with the grading and drainage plan (if proposed grades are shown) and to the extent possible, with the final soils report.

2. Stormwater should be conveyed to the existing detention systems already designed within the Cardiff Glen P.U.D. or the sand filter detention basin located on the eastern portion of Lot 96.

3. One sand filter extended detention basin with a minimum bottom area of 320 ft^2 and a minimum volume of 1,056 ft^3 should be constructed to satisfy the on-site detention water quality requirements. New improvements shall maintain historic flow patterns.

4. Erosion control measures recommended above should be strictly followed.

5. The Outlet Works should include a bottomless sand filter where stormwater is able to freely percolated into the surrounding soil matrix.

6. Maintenance for drainage facilities should be in accordance with the aforementioned maintenance section.

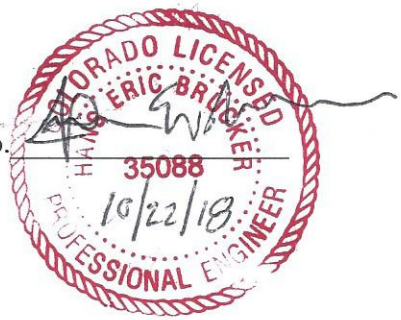
References:

City of Aspen URMP (latest edition)
USDCM Vols. 1-3 and Spreadsheets
City of Glenwood Springs Drainage Standards

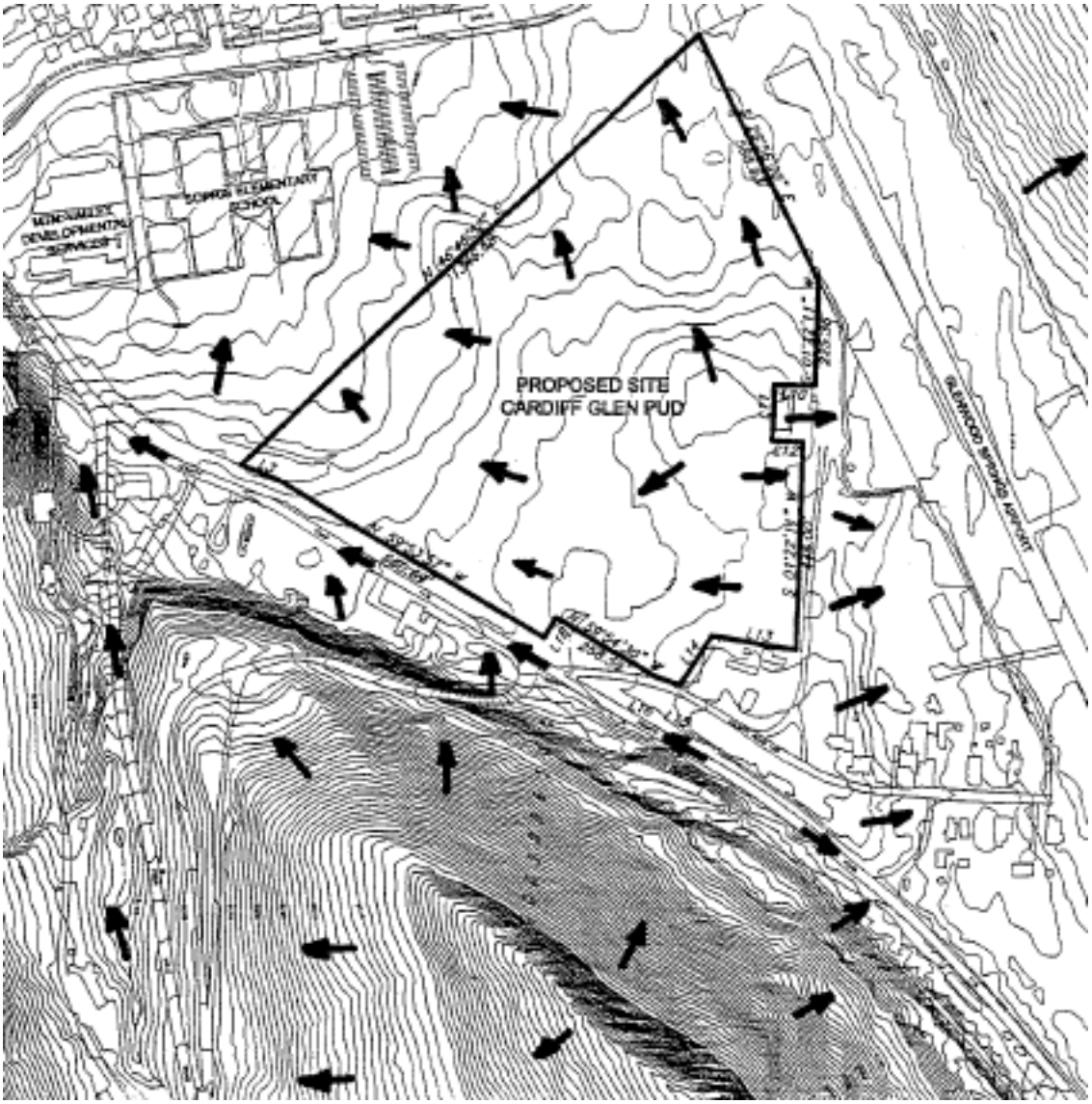
Engineering Certificate:

"I hereby affirm that this report and the accompanying plans for the Solstice Townhomes as part of Cardiff Glen, Lots 95 and 96 of was prepared by me for the owners thereof in accordance with the provisions of the City of Glenwood Springs Stormwater, Drainage, Water Quality and Erosion Control Chapter and approved variances and exceptions listed thereto. I understand that it is the policy of the City of Glenwood Springs that the City of Glenwood Springs does not and will not assume liability for drainage facilities designed by others."

Hans E. Brucker License No. 35088
Licensed Professional Engineer, State of Colorado



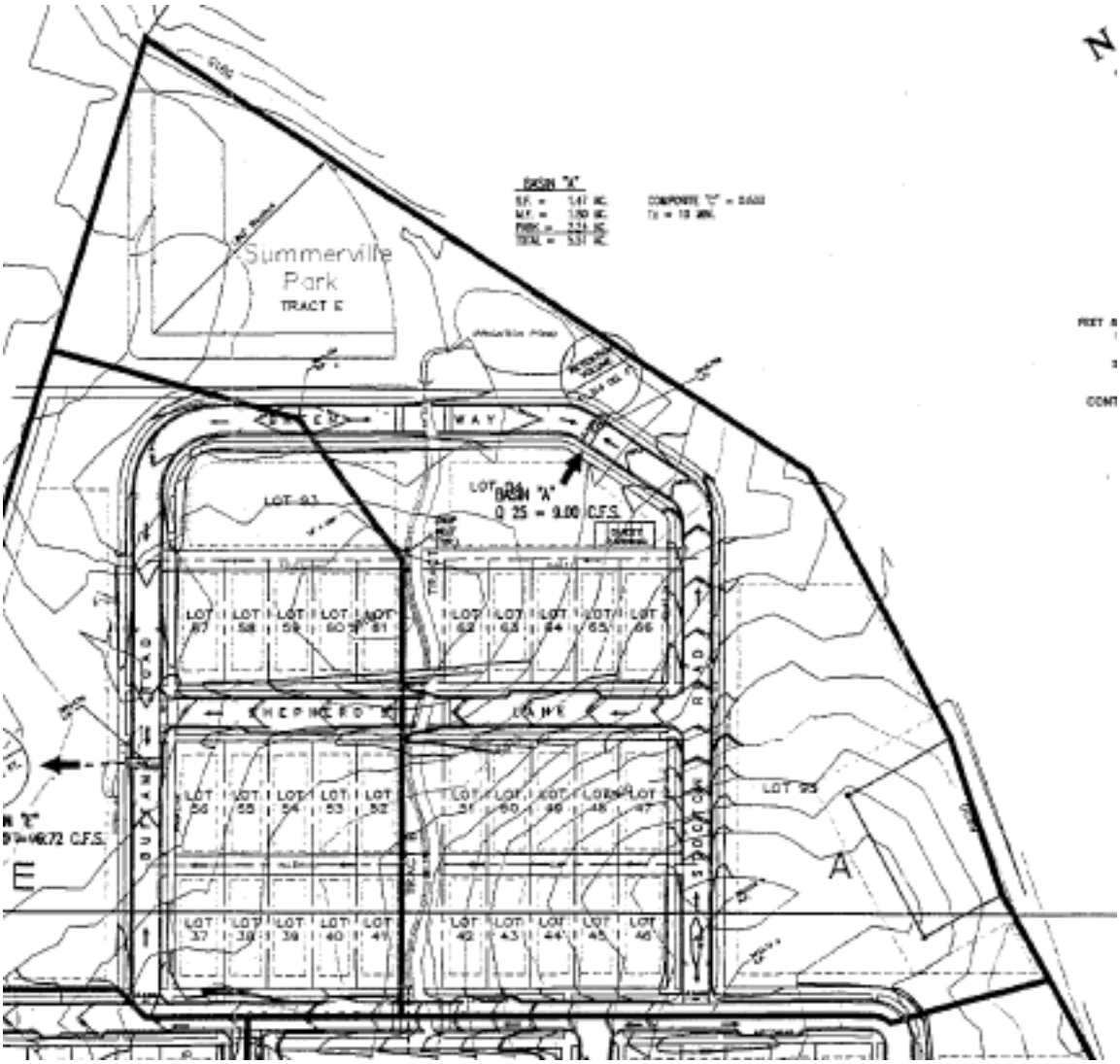
APPENDIX



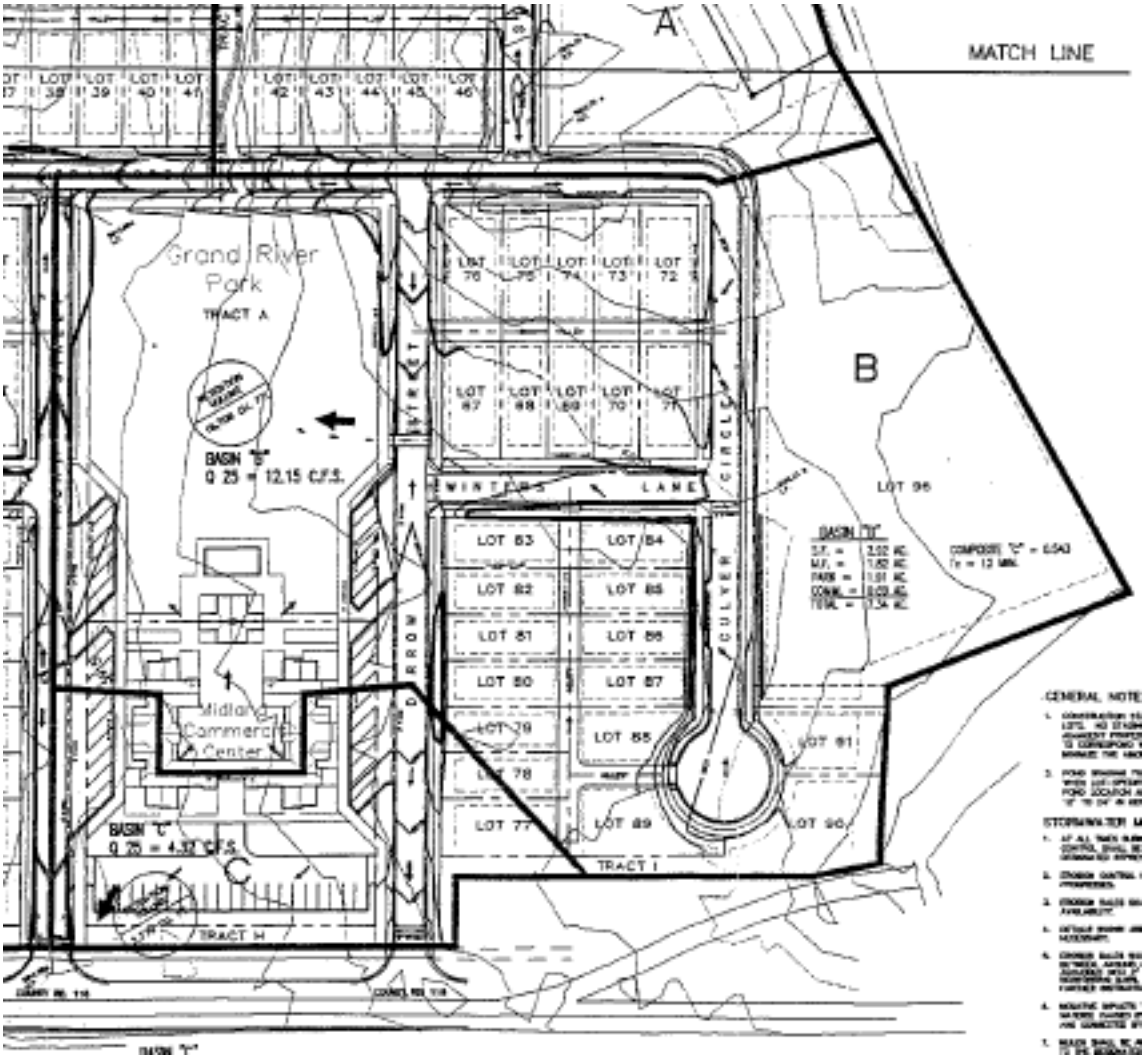
Banner Associates Inc.

Cardiff Glen Historic Drainage Patterns

Page A-1

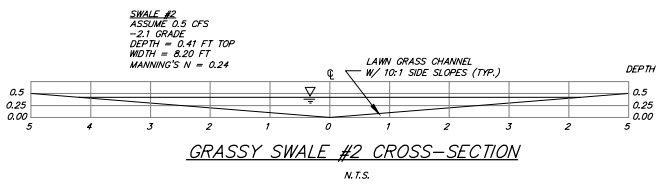


Banner Associates Inc. Drainage Basin “A”



Banner Associates Inc. Drainage Basin “B”

CONTOUR INTERVAL = 1 FOOT

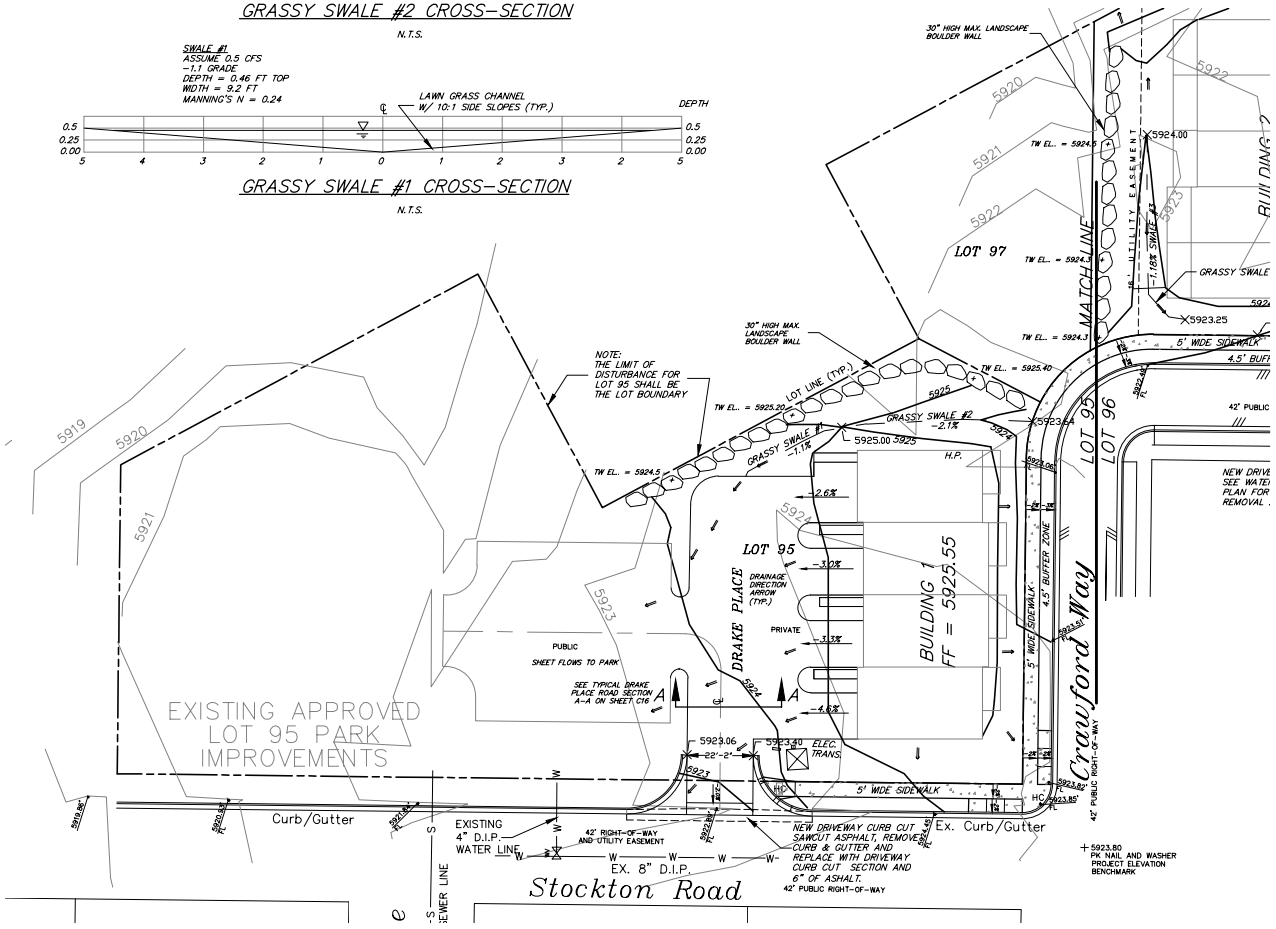


GRASSY SWALE #2 CROSS-SECTION

N.T.S.

GRASSY SWALE #1 CROSS-SECTION

N.T.S.



NOTE:

1. ACCESS AND DRIVEWAYS SHALL CONSIST OF 3" OF ASPHALT OVERLYING 8" OF CLASS 6 BASE COURSE.

2. DRAINAGE FLOW CONDITIONS ON LOT 95 ARE GENERALLY SHEET FLOW EXCEPT FOR TWO V-SHAPED SWALES LOCATED ON THE EAST SIDE OF BUILDING #1.

3. EXISTING CONSTRUCTION FILL AS DESCRIBED IN THE SOILS REPORT PREPARED BY HP GEOTECH DATED MAY 14, 2007 SHOULD BE REMOVED FROM THE LOT PRIOR TO NEW INFRASTRUCTURE EXCAVATION.

4. SEE GRASSY SWALE CROSS-SECTIONS ON THIS SHEET.

5. THE SITE BENCHMARK IS A FOUND PK NAIL AND WASHER LOCATED AT THE INTERSECTION OF CRAWFORD WAY AND STOCKTON ROAD HAVING AN ELEVATION OF 5923.80'.

6. SEE INTERSECTION, SIDEWALK, AND RAMP DETAILS ON SHEETS C17 AND C18.

PARCEL NO. 2185-272-09-027
SECTION 27
TOWNSHIP 6 SOUTH
RANGE 89 WEST
6TH PM

TOWN OF GLENWOOD SPRINGS
GARFIELD COUNTY
COLORADO

OWNER: CARDIFF 96 LLC
PO BOX 3551
BASALT, CO 81621

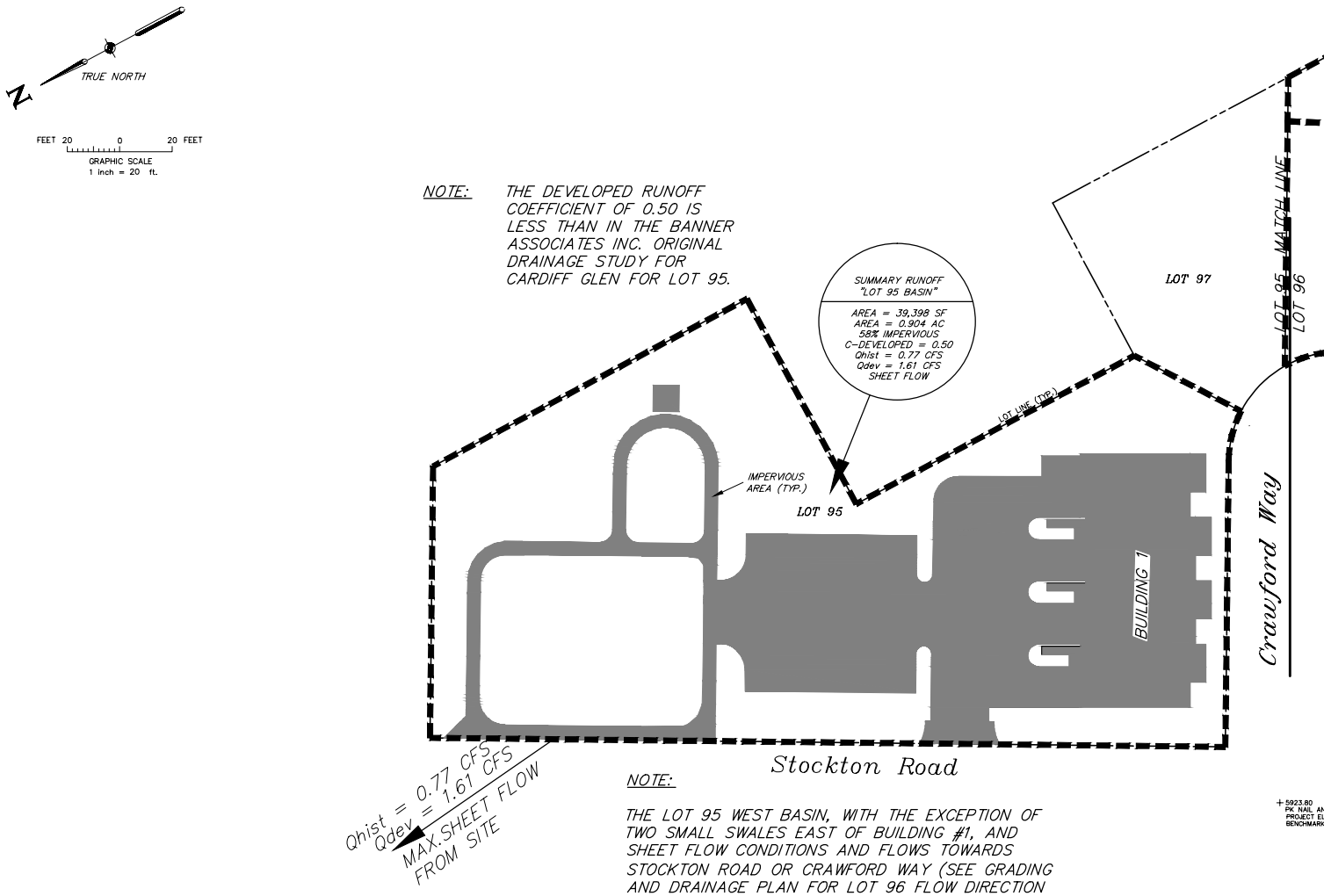
MANAGER: ABDI PIRZADEH
(970) 618-3555

DATE OF PREPARATION: 10-22-18

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CHD	SOLSTICE GLENWOOD SPRINGS, COLORADO
CHECKED BY: H.E.B.	DATE: FOR:	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net						CARDIFF GLEN SUBDIVISION - LOT 95 SOLSTICE TOWNHOMES GRADING AND DRAINAGE PLAN

SCALE: 1" = 20' | JOB NO: 2018.15 | DATE: 10-22-18

SHEET NO: C4



GENERAL NOTES DRAINAGE BASIN:

1. SINCE THE DEVELOPED RUNOFF COEFFICIENT OF 0.50 IS LESS THAN THE RUNOFF COEFFICIENT OF 0.60 THAT BANNER ASSOCIATES, INC. ASSUMED IN THEIR DRAINAGE REPORT FOR CARDIFF GLEN, NO ADDITIONAL DETENTION IS REQUIRED.

2. DRAINAGE FROM THE RESIDENTIAL PORTION OF LOT 95 IS TRIBUTARY TO THE ADJACENT ROADWAYS AND PARKING AREA AND IS SHEET FLOW IN NATURE RATHER THAN CONCENTRATED.

3. SEE GRADING AND DRAINAGE PLAN FOR LOT 95 FOR DRAINAGE DIRECTION FLOW ARROWS.

SECTION 27
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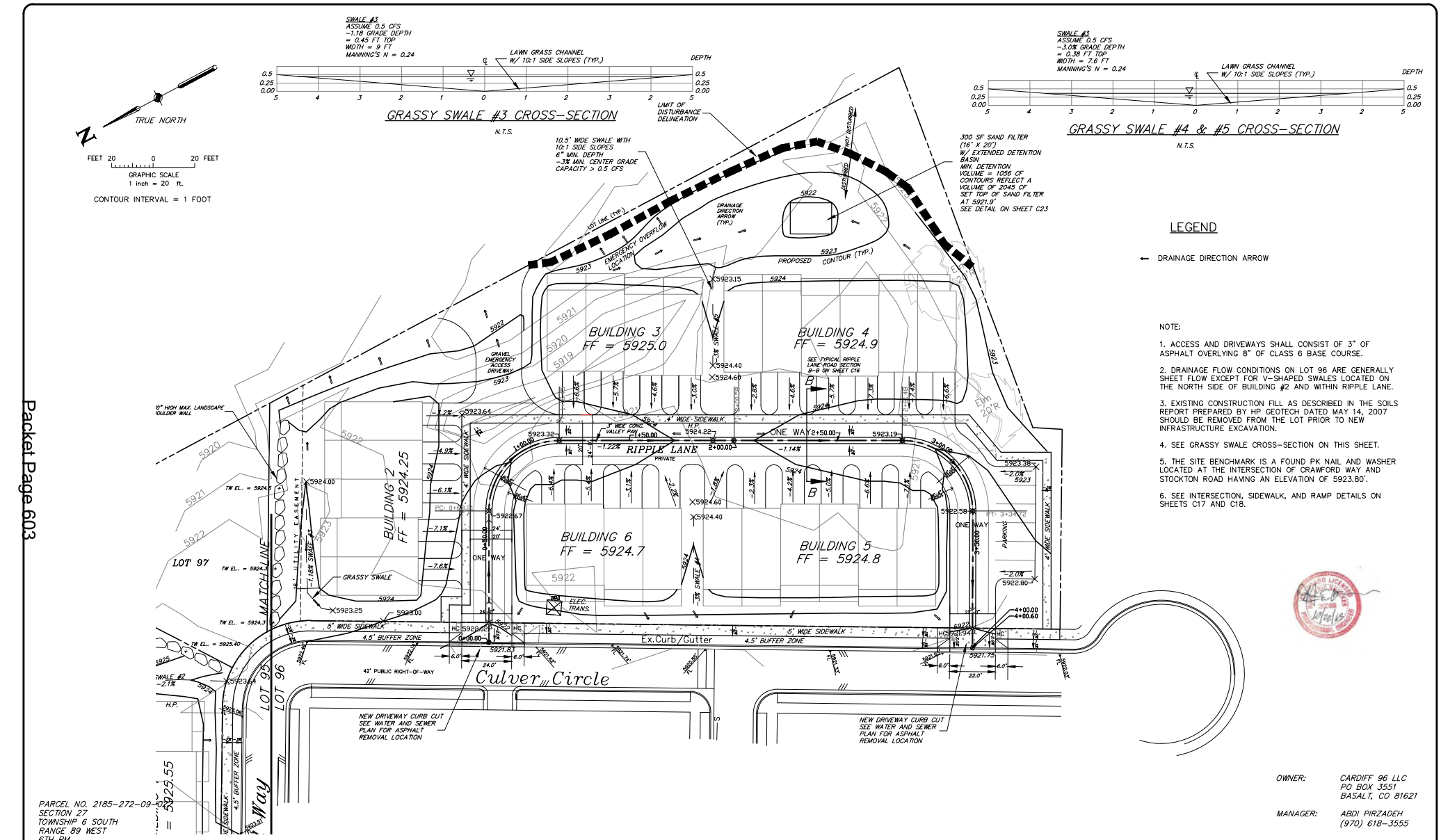
CHECKED BY: H.E.B.	DATE: FOR:	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net						CARDIFF GLEN SUBDIVISION – LOT 95 SOLSTICE TOWNHOMES DRAINAGE BASIN PLAN	SHEET NO: C8



PARCEL NO. 2185-272-09-002
SECTION 27
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6TH PM

TOWN OF GLENWOOD SPRINGS
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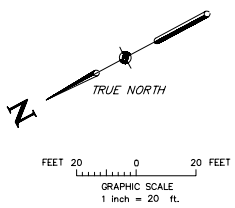
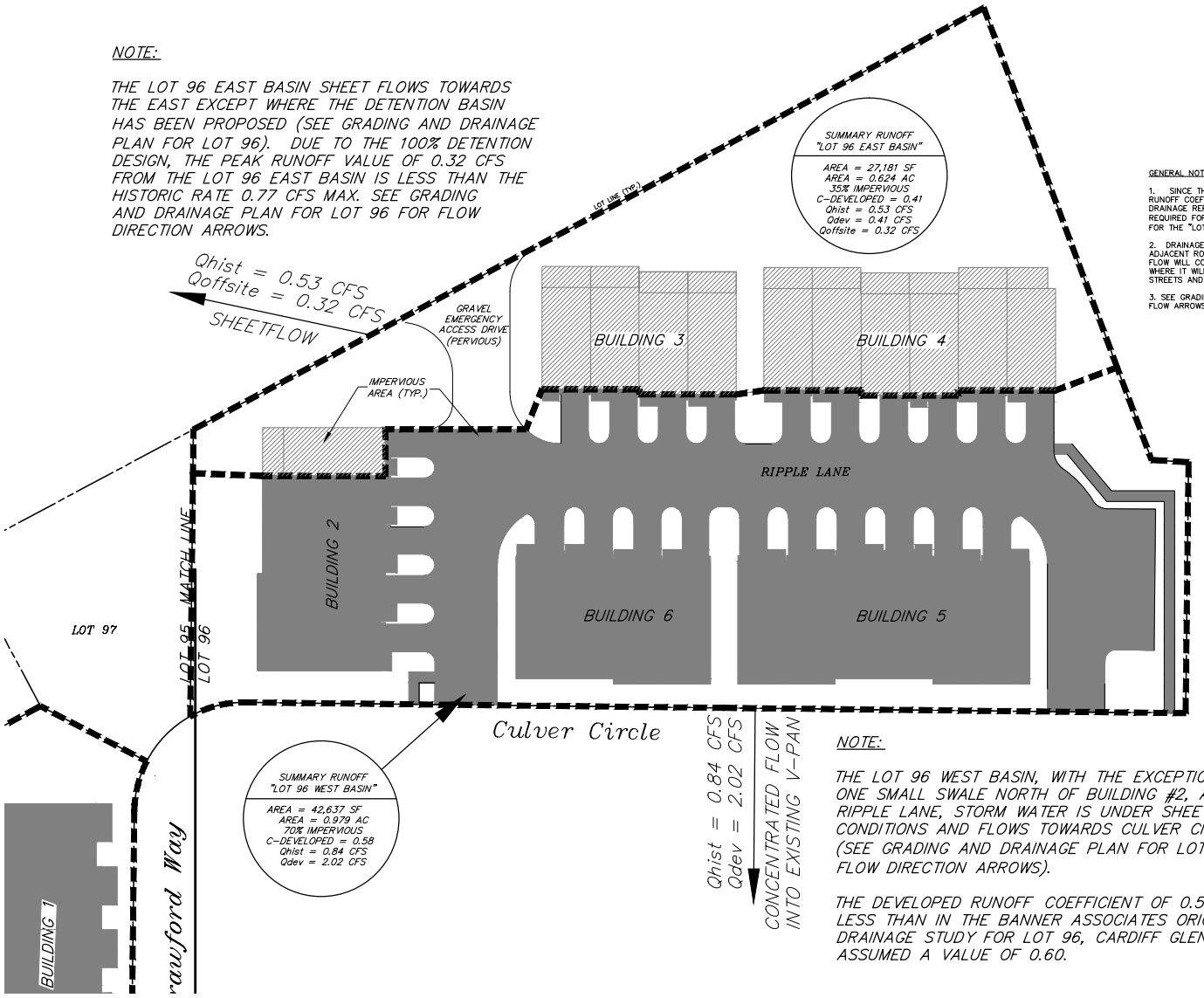
CHECKED BY: H.E.B.	DATE: FOR:	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net						CARDIFF GLEN SUBDIVISION - LOT 96 SOLSTICE TOWNHOMES GRADING AND DRAINAGE PLAN	SCALE: 1" = 20' JOB NO: 2018.15 DATE: 10-22-18 SHEET NO: C10

Packet Page 603



NOTE:

THE LOT 96 EAST BASIN SHEET FLOWS TOWARDS THE EAST EXCEPT WHERE THE DETENTION BASIN HAS BEEN PROPOSED (SEE GRADING AND DRAINAGE PLAN FOR LOT 96). DUE TO THE 100% DETENTION DESIGN, THE PEAK RUNOFF VALUE OF 0.32 CFS FROM THE LOT 96 EAST BASIN IS LESS THAN THE HISTORIC RATE 0.77 CFS MAX. SEE GRADING AND DRAINAGE PLAN FOR LOT 96 FOR FLOW DIRECTION ARROWS.



GENERAL NOTES DRAINAGE BASIN:

1. SINCE THE DEVELOPED RUNOFF COEFFICIENT OF 0.58 IS LESS THAN THE RUNOFF COEFFICIENT OF 0.60 THAT BANNER ASSOCIATES, INC. ASSUMED IN THEIR DRAINAGE REPORT FOR CARDIFF GLEN, NO ADDITIONAL DETENTION IS REQUIRED FOR THE "LOT 96 WEST BASIN". 100% DETENTION WILL BE PROVIDED FOR THE "LOT 96 EAST BASIN".

2. DRAINAGE FROM THE RESIDENTIAL PORTION OF LOT 96 IS TRIBUTARY TO THE ADJACENT ROADWAYS AND PARKING AREA AND IS SHEET FLOW IN NATURE. THE FLOW WILL CONCENTRATE IN THE VALLEY PAN THAT EXISTS IN CULVER CIRCLE WHERE IT WILL BE CONVEYED TO THE CENTRALIZED DETENTION SYSTEM VIA THE STREETS AND EXISTING CURB AND GUTTER.

3. SEE GRADING AND DRAINAGE PLAN FOR LOT 96 FOR DRAINAGE DIRECTION FLOW ARROWS.

NOTE:

THE LOT 96 WEST BASIN, WITH THE EXCEPTION OF ONE SMALL SWALE NORTH OF BUILDING #2, AND RIPPLE LANE, STORM WATER IS UNDER SHEET FLOW CONDITIONS AND FLOWS TOWARDS CULVER CIRCLE. (SEE GRADING AND DRAINAGE PLAN FOR LOT 96 FLOW DIRECTION ARROWS).

THE DEVELOPED RUNOFF COEFFICIENT OF 0.58 IS LESS THAN IN THE BANNER ASSOCIATES ORIGINAL DRAINAGE STUDY FOR LOT 96, CARDIFF GLEN WHICH ASSUMED A VALUE OF 0.60.

SECTION 27
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DATE OF PREPARATION: 10-22-18

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CHD	SOLSTICE	GLENWOOD SPRINGS, COLORADO
CHECKED BY: H.E.B.	DATE: FOR:	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net						CARDIFF GLEN SUBDIVISION – LOT 96 SOLSTICE TOWNHOMES DRAINAGE BASIN PLAN	

SCALE:	JOB NO:	DATE:
1" = 20'	2018.15	10-22-18

SHEET NO: C14

Channel Report

Hydraflow Express Extension for AutoCAD® Civil 3D® 2013 by Autodesk, Inc. Monday, Sep 24 2018

Ripple Lane - 20 Ft Wide with -2% Transverse Grade at 1.14 Centerline Grade

Triangular

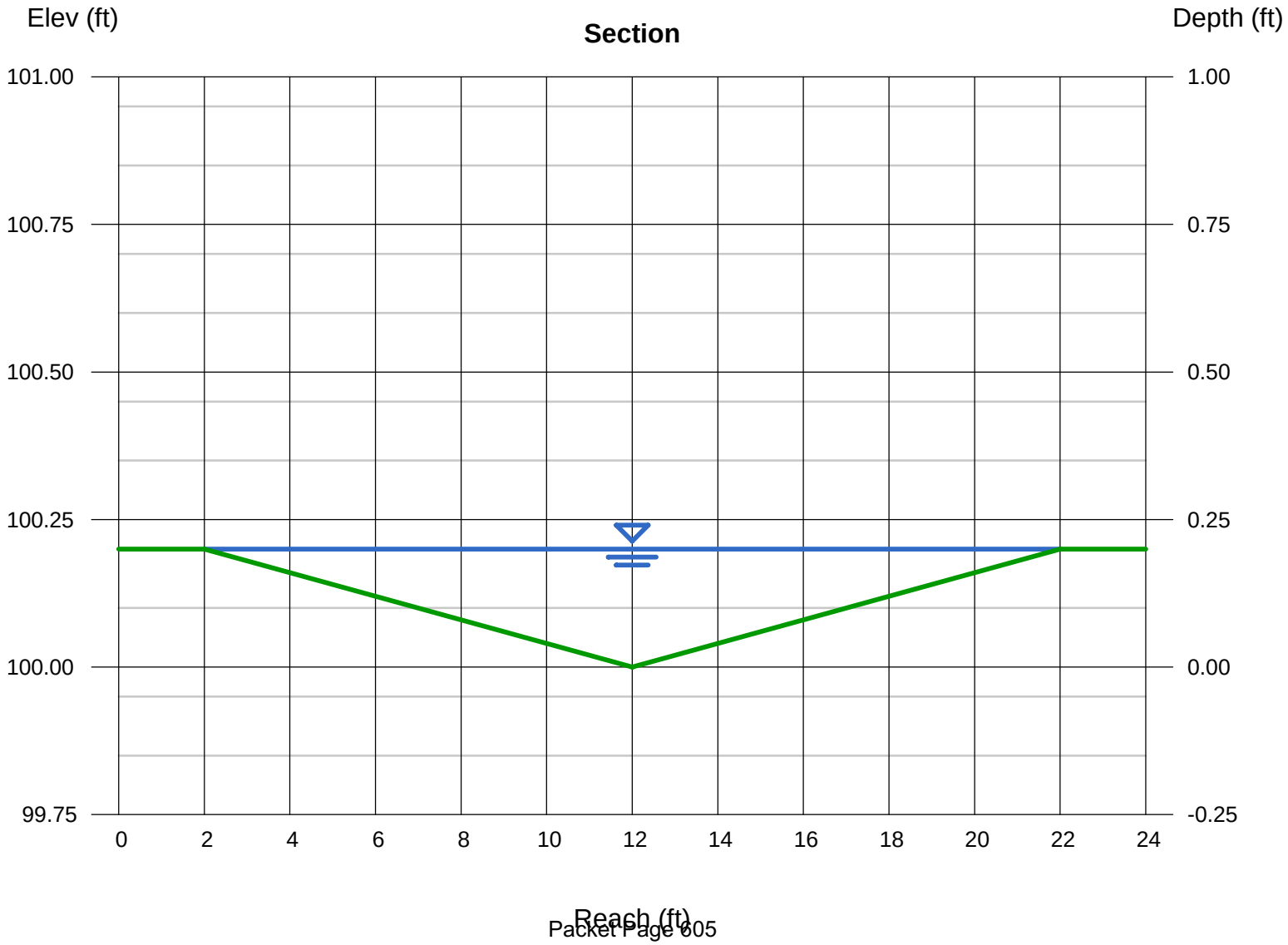
Side Slopes (z:1)	= 50.00, 50.00
Total Depth (ft)	= 0.20
Invert Elev (ft)	= 100.00
Slope (%)	= 1.14
N-Value	= 0.016

Calculations

Compute by:	Known Depth
Known Depth (ft)	= 0.20

Highlighted

Depth (ft)	= 0.20
Q (cfs)	= 4.269
Area (sqft)	= 2.00
Velocity (ft/s)	= 2.13
Wetted Perim (ft)	= 20.00
Crit Depth, Yc (ft)	= 0.20
Top Width (ft)	= 20.00
EGL (ft)	= 0.27



Channel Report

Hydraflow Express Extension for AutoCAD® Civil 3D® 2013 by Autodesk, Inc. Monday, Sep 24 2018

Ripple Lane - 20 Ft Wide with -2% Transverse Grade at 1.22 Centerline Grade

Triangular

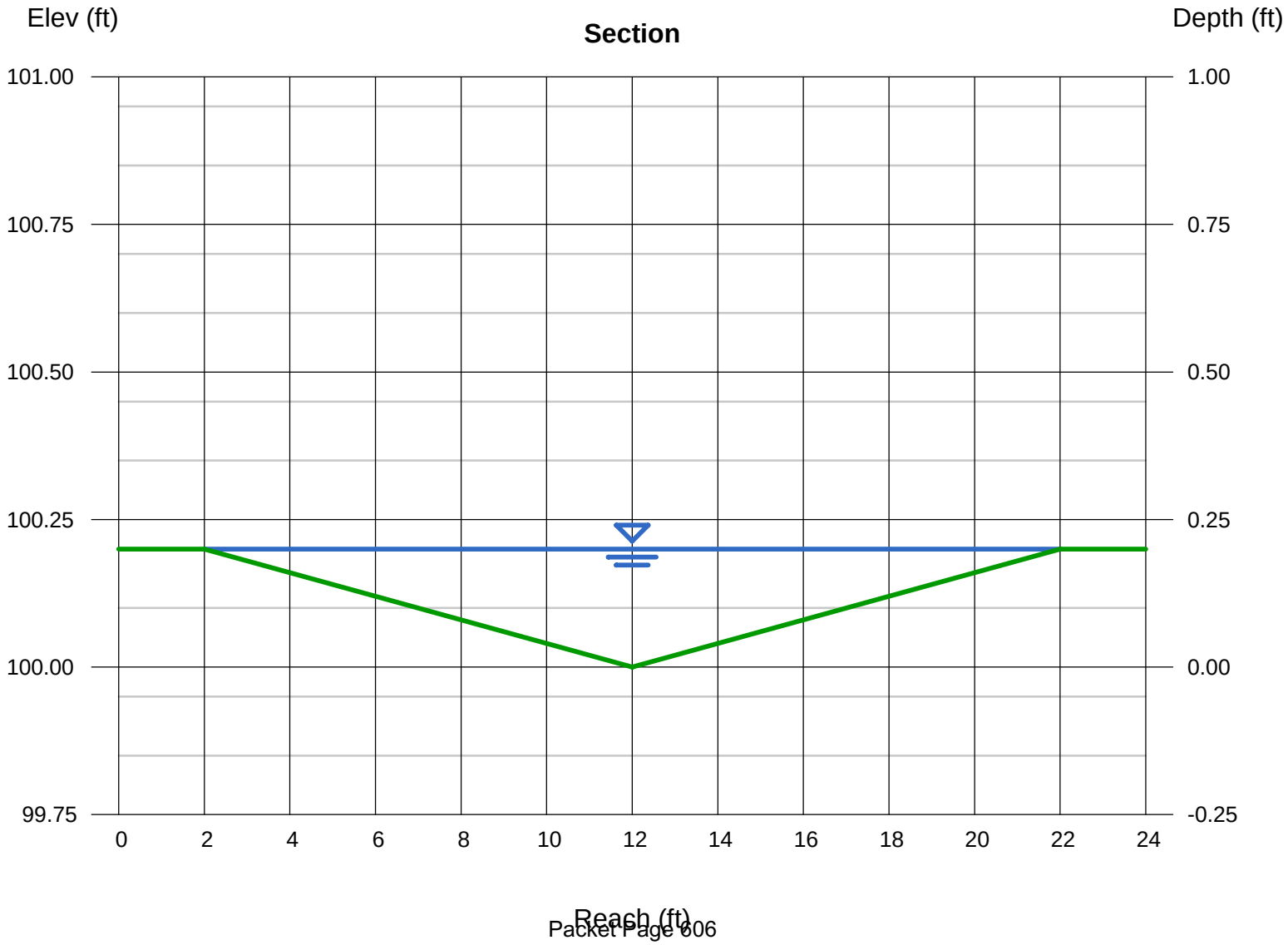
Side Slopes (z:1)	= 50.00, 50.00
Total Depth (ft)	= 0.20
Invert Elev (ft)	= 100.00
Slope (%)	= 1.22
N-Value	= 0.016

Calculations

Compute by:	Known Depth
Known Depth (ft)	= 0.20

Highlighted

Depth (ft)	= 0.20
Q (cfs)	= 4.416
Area (sqft)	= 2.00
Velocity (ft/s)	= 2.21
Wetted Perim (ft)	= 20.00
Crit Depth, Yc (ft)	= 0.20
Top Width (ft)	= 20.00
EGL (ft)	= 0.28



Channel Report

Hydraflow Express Extension for AutoCAD® Civil 3D® 2013 by Autodesk, Inc. Monday, Oct 22 2018

Swale # 1 1.1 Percent Grade, 10:1 Side Slopes, 0.5 CFS

Triangular

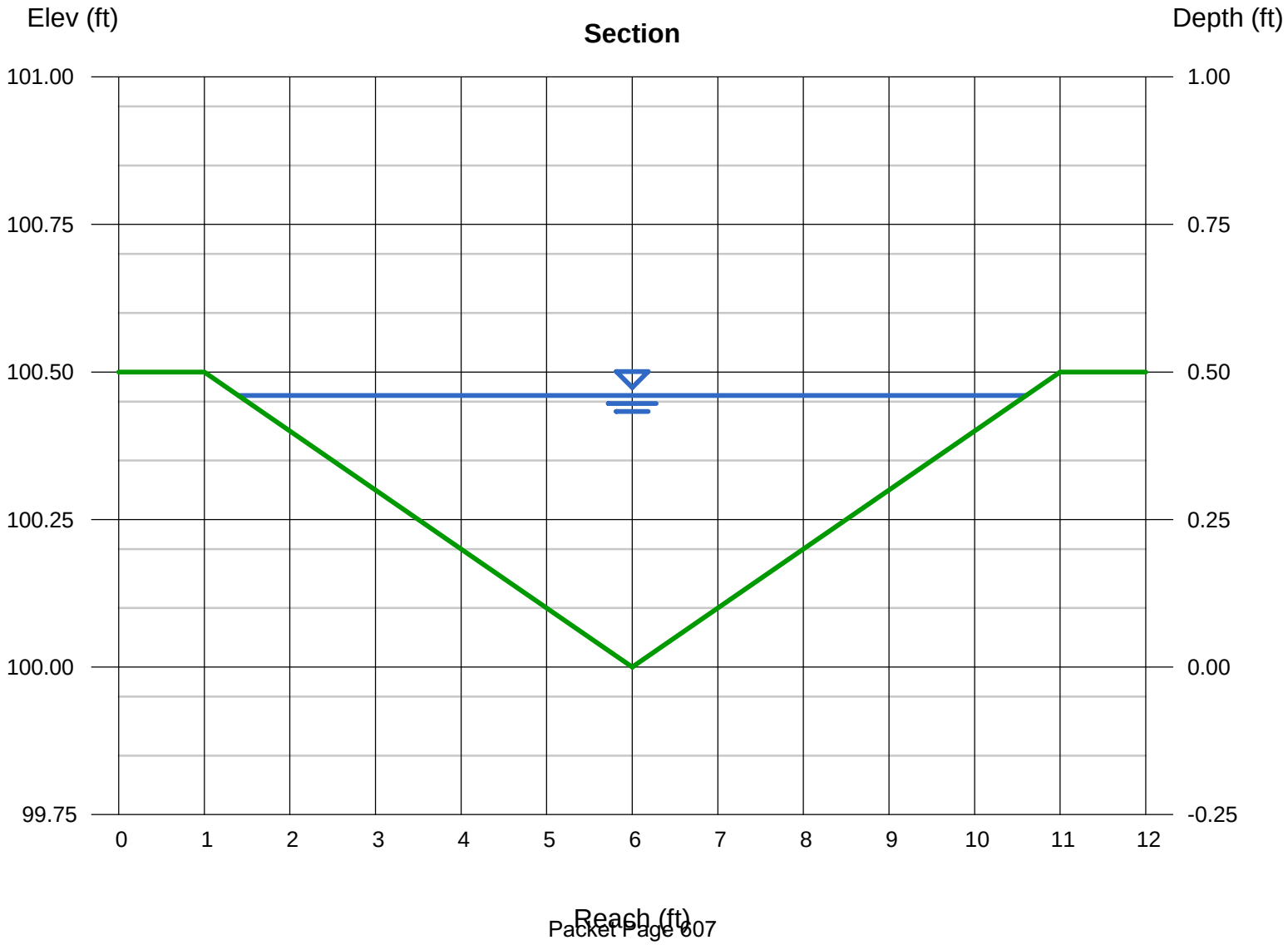
Side Slopes (z:1)	= 10.00, 10.00
Total Depth (ft)	= 0.50
Invert Elev (ft)	= 100.00
Slope (%)	= 1.10
N-Value	= 0.240

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.50

Highlighted

Depth (ft)	= 0.46
Q (cfs)	= 0.500
Area (sqft)	= 2.12
Velocity (ft/s)	= 0.24
Wetted Perim (ft)	= 9.25
Crit Depth, Yc (ft)	= 0.18
Top Width (ft)	= 9.20
EGL (ft)	= 0.46



Channel Report

Hydraflow Express Extension for AutoCAD® Civil 3D® 2013 by Autodesk, Inc. Monday, Oct 22 2018

Swale # 2 2.1 Percent Grade, 10:1 Side Slopes, 0.5 CFS

Triangular

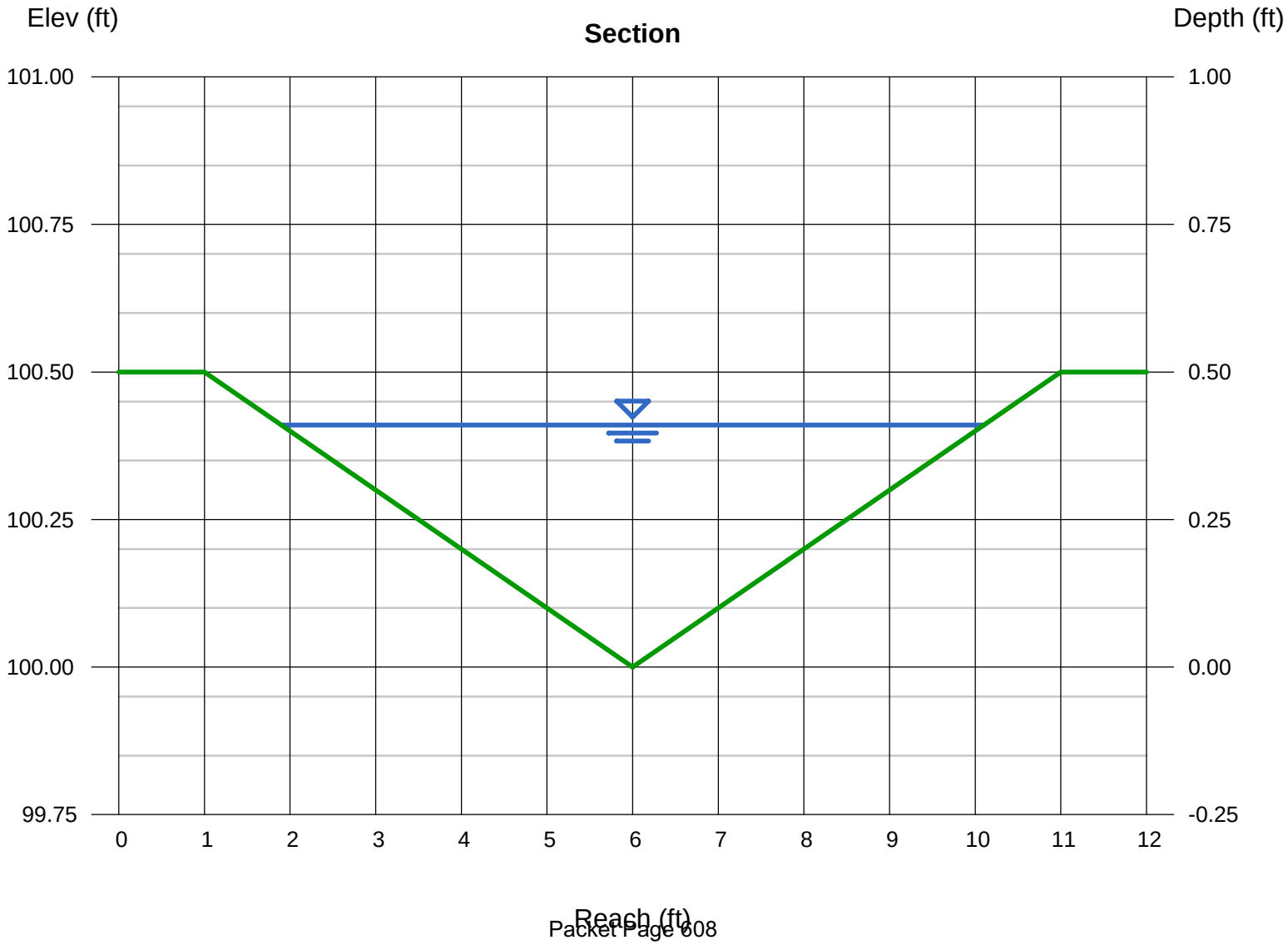
Side Slopes (z:1)	= 10.00, 10.00
Total Depth (ft)	= 0.50
Invert Elev (ft)	= 100.00
Slope (%)	= 2.10
N-Value	= 0.240

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.50

Highlighted

Depth (ft)	= 0.41
Q (cfs)	= 0.500
Area (sqft)	= 1.68
Velocity (ft/s)	= 0.30
Wetted Perim (ft)	= 8.24
Crit Depth, Yc (ft)	= 0.18
Top Width (ft)	= 8.20
EGL (ft)	= 0.41



Channel Report

Swales #3 1.18 Percent Grade, 10:1 Side Slopes, 0.5 CFS

Triangular

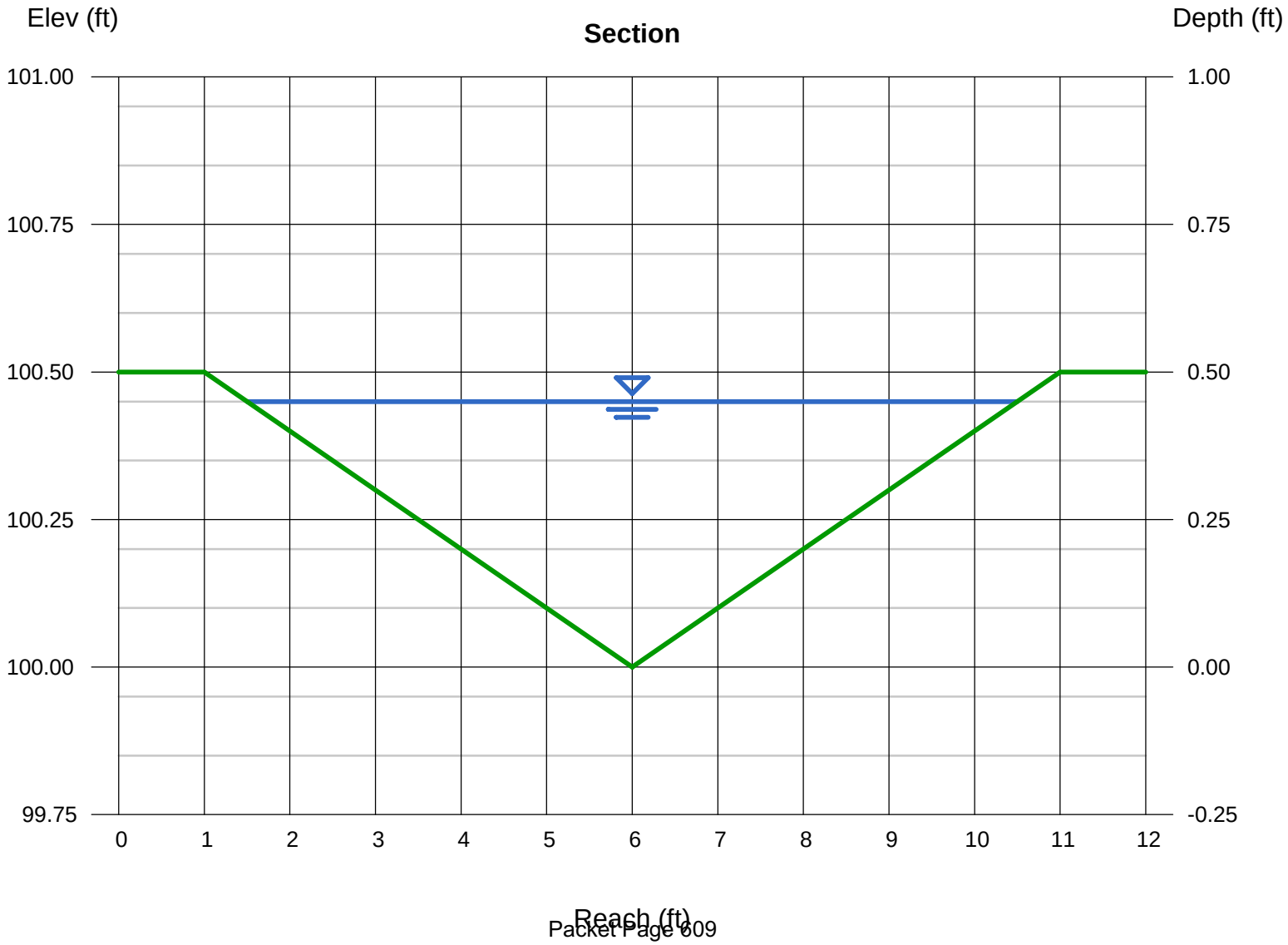
Side Slopes (z:1)	= 10.00, 10.00
Total Depth (ft)	= 0.50
Invert Elev (ft)	= 100.00
Slope (%)	= 1.18
N-Value	= 0.240

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.50

Highlighted

Depth (ft)	= 0.45
Q (cfs)	= 0.500
Area (sqft)	= 2.02
Velocity (ft/s)	= 0.25
Wetted Perim (ft)	= 9.04
Crit Depth, Yc (ft)	= 0.18
Top Width (ft)	= 9.00
EGL (ft)	= 0.45



Channel Report

Hydraflow Express Extension for AutoCAD® Civil 3D® 2013 by Autodesk, Inc. Monday, Oct 22 2018

Swales # 4 & #5 3.0 Percent Grade, 10:1 Side Slopes, 0.5 CFS

Triangular

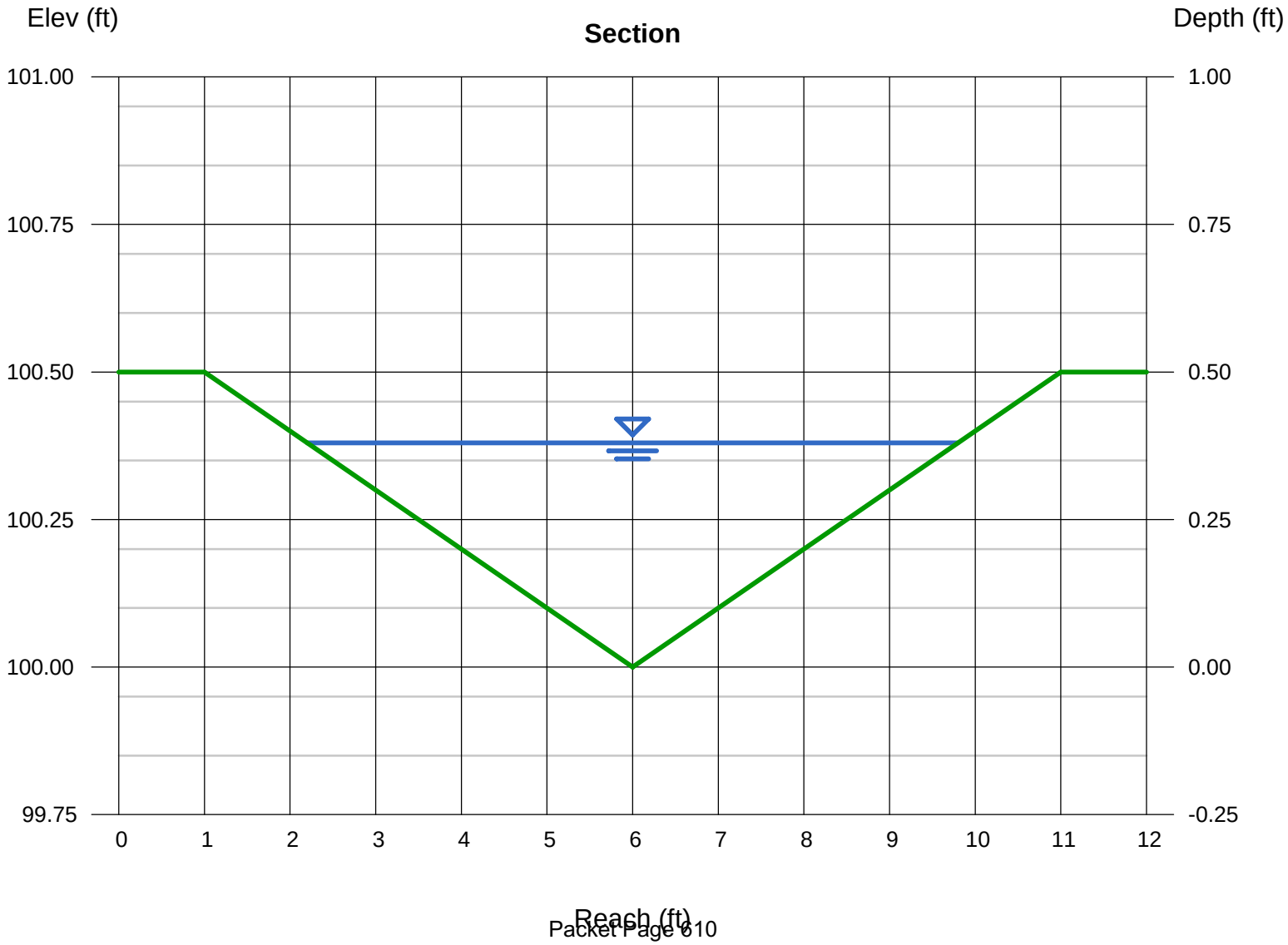
Side Slopes (z:1)	= 10.00, 10.00
Total Depth (ft)	= 0.50
Invert Elev (ft)	= 100.00
Slope (%)	= 3.00
N-Value	= 0.240

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.50

Highlighted

Depth (ft)	= 0.38
Q (cfs)	= 0.500
Area (sqft)	= 1.44
Velocity (ft/s)	= 0.35
Wetted Perim (ft)	= 7.64
Crit Depth, Yc (ft)	= 0.18
Top Width (ft)	= 7.60
EGL (ft)	= 0.38



H-P≋KUMAR
Geotechnical Engineering | Engineering Geology
Materials Testing | Environmental

5020 County Road 154
Glenwood Springs, CO 81601
Phone: (970) 945-7988
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Office Locations: Denver (HQ), Parker, Colorado Springs, Fort Collins, Glenwood Springs, Summit County, Colorado

October 4, 2018

Cardiff 96, LLC
Attn: Abdi Pirzadeh
110 Spur Drive
Glenwood Springs, CO 81601
(abdi@aspenbuilt.net)

Project No. 18-7-506

Subject: Percolation Testing, Proposed Detention Basin, Lot 96, Cardiff Glen, Stockton Road and Culver Circle, Glenwood Springs, Colorado

Gentlemen:

As requested, H-P/Kumar performed percolation testing at the subject site. The work was done as additional services to, and in accordance with, our agreement for professional services to Cardiff 96, LLC, dated August 6, 2018. Hepworth-Pawlak Geotechnical (now H-P/Kumar) performed a subsoil study for the property and presented the findings in a report dated May 14, 2007, Job No. 107 0101

A percolation test hole was excavated with a backhoe on October 4, 2018 in the area of the proposed detention basin in the southeastern part of Lot 96. The subsoils exposed in the percolation test hole consisted of about 1 foot of topsoil overlying about 2 feet of previously placed fill material consisting of silty sandy gravel and cobbles. Native silty sandy gravel and cobbles were exposed in the bottom of the pit depth of 3 feet. No free water was observed in the pit and the soils were slightly moist to moist. A percolation test hole was hand dug in the bottom of the shallow backhoe pit and filled with water.

Percolation testing was conducted by a representative of H-P/Kumar. The percolation test results are summarized on Table 1. The average percolation rate was 10 min/in.

If you have any questions or need further assistance, please call our office.

Sincerely,

H-P≋KUMAR

Robert L. Duran, E. I.

Reviewed by:

COLORADO LICENSED DANIEL E. HARDIN 24143 PROFESSIONAL ENGINEER

Daniel E. Hardin, P.E. 10/5/18

RLD/kac

attachments Table 1 - Percolation Test Results

cc: Ian Hause (creativeresultsconsulting@yahoo.com)
Hans Brucker (pinnacledesign@sopris.net)

H-P≈KUMAR

TABLE 1
PERCOLATION TEST RESULTS

PROJECT NO. 18-7-506

HOLE NO.	HOLE DEPTH (INCHES)	LENGTH OF INTERVAL (MIN)	WATER DEPTH AT START OF INTERVAL (INCHES)	WATER DEPTH AT END OF INTERVAL (INCHES)	DROP IN WATER LEVEL (INCHES)	AVERAGE PERCOLATION RATE (MIN./INCH)
1	30	5	6	4½	1½	10
			4½	4	½	
			4	3½	½	
		Water added	5½	5	½	
			5	4½	½	
			4½	4	½	
			4	3½	½	

Note: The percolation test hole was hand dug in the bottom of a backhoe pit on October 4, 2018. Percolation testing was conducted on October 4, 2018. The average percolation rate was based on the last three readings of the test.

FINAL DRAINAGE REPORT

CARDIFF GLEN, P.U.D.

GLENWOOD SPRINGS, COLORADO

Prepared For:

STUDIO 3 LAND COMPANY, LLC
1001 Grand Avenue, Suite 211
Glenwood Springs, CO 81601

March, 1999

BANNER

Banner Associates, Inc. • Consulting Engineers & Surveyors
2777 Crossroads Blvd., Grand Junction, Colorado 81506
Phn: (970)243-2242 • Fax: (970)243-3810

FINAL DRAINAGE REPORT

CARDIFF GLEN, P.U.D.

GLENWOOD SPRINGS, COLORADO

Prepared For:

STUDIO 3 LAND COMPANY, LLC
1001 Grand Avenue, Suite 211
Glenwood Springs, Colorado 81601

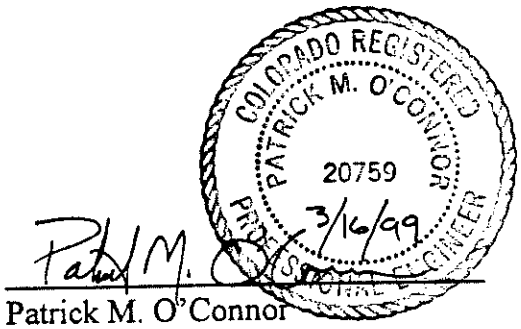
Prepared By:

BANNER ASSOCIATES, INC.
2777 Crossroads Boulevard
Grand Junction, Colorado 81506

March, 1999

CERTIFICATION

I hereby certify that this Final Drainage Report for Cardiff Glen, P.U.D. was prepared by me or under my direct supervision.



Patrick M. O'Connor
Registered Professional Engineer
State of Colorado, #20759

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FINAL DRAINAGE REPORT
CARDIFF GLEN, P.U.D.

I. GENERAL LOCATION AND DESCRIPTION

SITE LOCATION

Cardiff Glen, P.U.D., as proposed by Studio 3 Land Company, LLC, is located within the triangular parcel created by the boundaries of Sopris Elementary School, the Glenwood Springs Airport, and County Road 116 (Airport Road). The site is approximately 2 miles south of downtown Glenwood. It is situated on a mesa approximately 100 feet above the Roaring Fork River and separated from large basins to the south and west by a hill immediately adjacent to the south.

SITE DESCRIPTION

The proposed site is approximately 22 acres in size. Ground cover currently consists of a sparse covering of sage brush, native grasses, and weeds. Soils consist generally of rapidly draining sandy materials with surface grades around 2% to the north and west. A more detailed description of the soils can be found in the February 8, 1995 investigation by CTL/Thompson.

The site is currently undeveloped and apparently undisturbed for many years past. It is surrounded by sparsely developed tracts on all sides with a steep hillside, airport, and school bordering the project.

II. EXISTING DRAINAGE CONDITIONS

MAJOR BASIN

Cardiff Glen is located on relatively flat terrain resting well above the floodplain of the Roaring Fork River to the north and east. It is protected from the southern major basins of Three Mile Creek and Four Mile Creek by the hill to the south. No known major floodplain has been delineated for the site.

SITE

Other than the hillside to the south, the site is situated on localized "high ground" which drains away from the property in all directions. Runoff from the southern hillside is restricted by the ridge (top of the hill) existing approximately 500 feet to the south and running parallel with County Road 116. Only limited runoff is produced by the hillside

and this is intercepted by the northwesterly draining roadway (County 116) and surface topography draining distinctly parallel to the road.

There are no offsite drainage influences directly impacting the project. Drainage from the site itself is outward as can be seen on the map of " Existing Conditions" enclosed in the appendix. This outward runoff is generally produced in the form of sheetflow and is not collected or channelized into specific sources of point discharge.

III. PROPOSED DRAINAGE CONDITIONS

CHANGES IN DRAINAGE PATTERNS

Given the lack of specific, channelized points of discharge from the site, it is the intention of this project to retain runoff produced during and after development. Stormwater will be released from the site by infiltration into the existing soils rather than creating point source discharge channels or attempting to recreate sheet flow discharge.

Determinations of peak flows and storage volumes were performed for the 25 year storm in accordance with the development code and discussions with the City Engineer.

The site is proposed to drain into five independent basins, labeled "A" through "E" and illustrated on the "Grading, Drainage, and Stormwater Management Plan" included in the appendix of this report. A peak 25 year flow and required retention volume for each basin have been calculated and are shown on the Drainage Plan. Minimal values for infiltration are assumed in the calculations for an allowable discharge flowrate in the determination of the retention volume. These values are conservatively based on discussions with the project engineer regarding percolation rates for the vicinity and are not based on actual tests.

MAINTENANCE ISSUES

Measures for erosion protection, sediment control, and revegetation are proposed in accordance with the development code by the following methods:

1. Natural drainage patterns are preserved and protected given that no existing channels are being altered and that no increase in historic runoff is proposed. In fact, a decrease in runoff is proposed to eliminate downstream erosion and other potential adverse impacts from offsite discharge.

2. Development construction is proposed to be phased to minimize exposure duration of bare ground. Disturbed ground will be rapidly built upon or revegetated with the various parks offered in this project.

3. Offsite sediment transport will be eliminated by the retention of storm flows. Onsite sediment transport will be minimized by the installation of silt traps installed on a temporary basis in locations upstream of the retention ponds during interim periods of soil stabilization.

IV. DESIGN CRITERIA AND APPROACH

GENERAL CONSIDERATIONS

Given the lack of defined runoff channels exiting the property and the difficulty in replicating sheet flow from a developed site, it was determined that retention of stormwater would be the stormwater management process selected. Allowable infiltration discharges of 30 minutes per inch over 10,000 square feet of pond area were assumed. This provided a discharge flowrate of 0.5 c.f.s. which was applied uniformly in the calculation of all basin detention volumes. Volumes calculated are assumed to be contained in shallow (12" to 24" depth) ponds and spread over the corresponding surface areas. This is in conformance with proposals by the developer to locate the ponds in parks and playgrounds within the project. Only developed flows were calculated given the fact that retention was proposed and historic flows are irrelevant.

HYDROLOGY

Hydrologic calculations are based on the 25 year rainfall event and precipitation information provided by the Glenwood Springs City Engineer. Runoff calculations and detention basin sizing were performed using the Modified Rational Method and Haestad Pondpack Software. The site was split into basins determined by the design of street profiles and overlot grading. Times of concentration were determined for each basin.

Composite runoff coefficients were also developed for each basin based on interpolated values and the appropriate areas of single family, multi-family, commercial, and parks. Detailed input and output can be seen in the appendix of this report.

Values for the four general types of development within the project were established by a comparison of accepted ranges of "C" values and soil conditions for the site. The values used are as follows:

TYPE	"C"
Single Family	0.54
Multi-Family	0.60
Commercial	0.80
Parks	0.40

V. RESULTS AND CONCLUSIONS

PEAK RUNOFF AND RETENTION VOLUMES

Developed 25 year runoff and required retention volumes are tabulated below for each proposed basin:

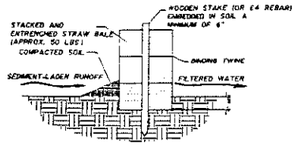
BASIN	[----------Acres----------]				- c.f.s.-	-------Cubic Feet------
	Park	Comm.	S.F.	M.F.	Q_{25}	Required Ret. Volume
A	2.24	- 0 -	1.47	1.80	9.00	11,314 (Park)
B	1.91	0.69	2.92	1.82	12.15	16,708 (Park)
C	- 0 -	1.09	0.36	- 0 -	4.32	3,770 (Parking)
D	- 0 -	- 0 -	4.88	- 0 -	8.56	10,714 (Playground)
E	0.27	- 0 -	1.47	1.63	6.72	8,181 (Playground)

COMPLIANCE

This stormwater management plan allows Cardiff Glen, P.U.D. to conform with criteria established by the City of Glenwood Springs. Stormwater released offsite will remain at levels less than historic, thereby reducing adverse downstream impacts.

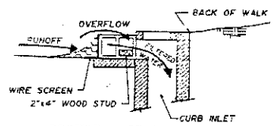
APPENDIX

A - Grading, Drainage, and Stormwater Management Plan Existing Conditions (Vicinity Topography)	A1 - A2 A3
B - Rational Method "C" Values	B1 - B3
C - Times of Concentration	C1 - C6
D - Peak Discharge and Retention Volume Calculations	DA1 - DE5
Sheet 1 - Composite "C" Analysis and Q_{25} (Peak)	
Sheet 2 - Retention Volume	
Sheet 3 - Graphical Summary : Discharge/Volume	
Sheet 4 - Numeric Hydrograph : Peak Discharge	
Sheet 5 - Numeric Hydrograph : Storage Volume	



BALE INSTALLATION

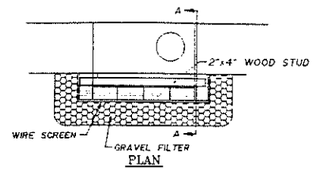
INSTALL AT SWALE ENTRANCE TO ALL RETENTION PONDS DURING INTERIM REVEGETATION/STABILIZATION OF DISTURBED BASINS.



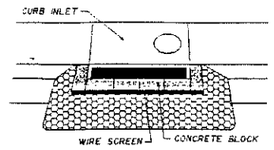
PROFILE – SECTION A–A

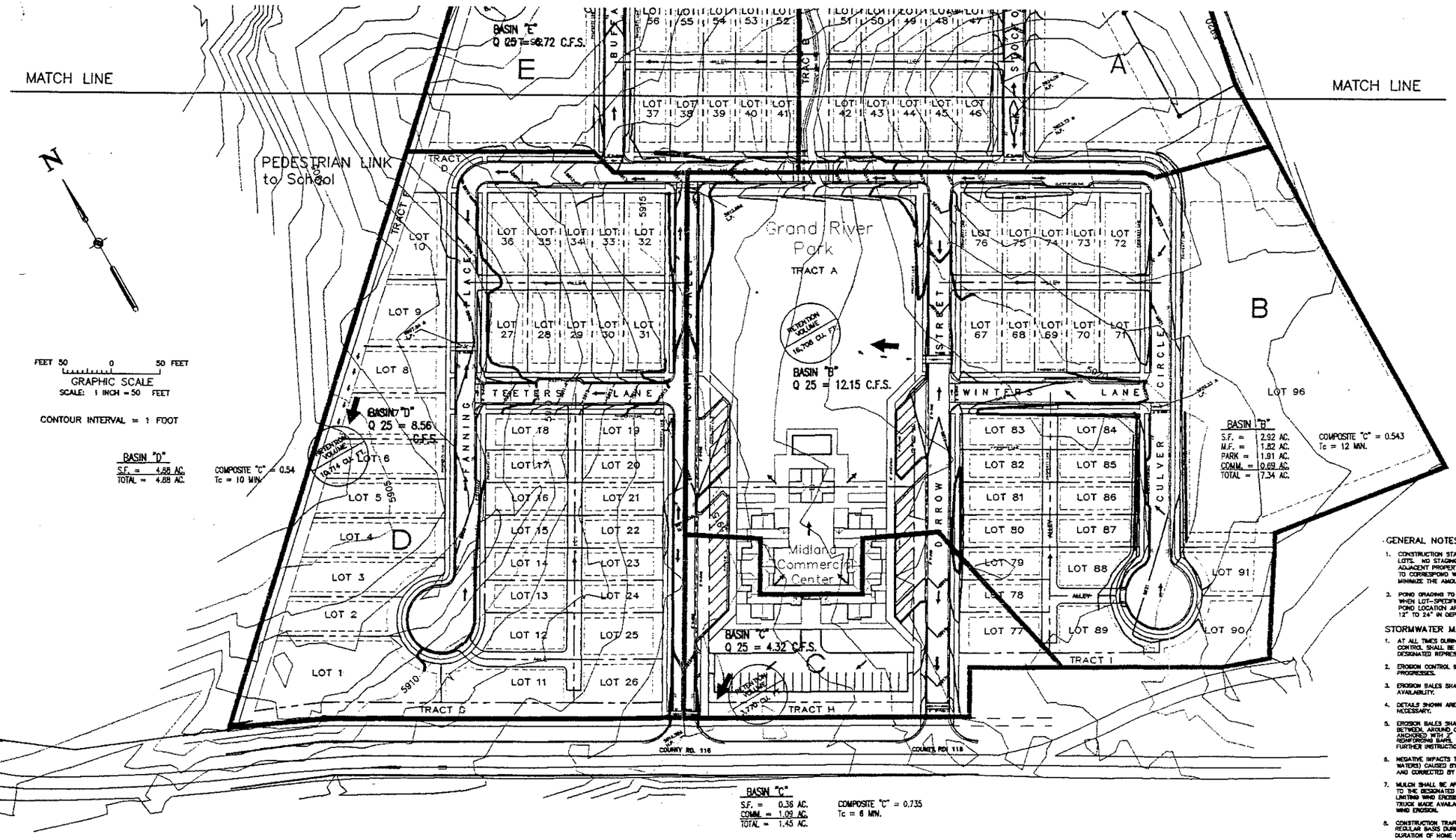
DETAIL E – CURB INLET FILTER

INSTALL AT ALL CURB INLETS DURING INTERIM REVEGETATION/STABILIZATION OF DISTURBED BASINS.



PLAN





FEET 50 0 50 FEET

GRAPHIC SCALE

SCALE: 1 INCH = 50 FEET

CONTOUR INTERVAL = 1 FOOT

BASIN "D"
S.F. = 4.88 AC.
TOTAL = 4.88 AC.

COMPOSITE "C" = 0.54
Tc = 10 MIN.

BASIN "C"
S.F. = 0.36 AC.
COMM. = 1.09 AC.
TOTAL = 1.45 AC.

COMPOSITE "C" = 0.735
Tc = 6 MIN.

BASIN "B"
S.F. = 2.92 AC.
M.F. = 1.82 AC.
PARK = 1.91 AC.
COMM. = 0.69 AC.
TOTAL = 7.34 AC.

COMPOSITE "C" = 0.543
Tc = 12 MIN.

GENERAL NOTES:

1. CONSTRUCTION STAGING AREAS WILL BE ON UNDEVELOPED LOTS. NO STAGING AREAS WILL BE PERMITTED ON ANY ADJACENT PROPERTIES. CONSTRUCTION SHALL BE PHASED TO CORRESPOND WITH DEVELOPMENT PHASING AND TO MINIMIZE THE AMOUNT OF DISTURBANCE TO THE SITE.
2. POND GRADING TO BE DETERMINED AT A FUTURE DATE WHEN LOT-SPECIFIC SITE PLANS ARE AVAILABLE FOR POND LOCATION AREAS. PONDS ARE ASSUMED TO BE 12" TO 24" IN DEPTH.

STORMWATER MANAGEMENT NOTES:

1. AT ALL TIMES DURING CONSTRUCTION, EROSION AND SEDIMENT CONTROL SHALL BE MAINTAINED BY THE DEVELOPER OR HIS DESIGNATED REPRESENTATIVE.
2. EROSION CONTROL SYSTEM SHALL BE INSTALLED AS GRADING PROGRESSES.
3. EROSION BALES SHALL BE STRAW OR HAY, DEPENDING ON AVAILABILITY.
4. DETAILS SHOWN ARE SCHEMATIC ONLY. FIELD ADJUST AS NECESSARY.
5. EROSION BALES SHALL BE PLACED TO AVOID RUNOFF FLOWING BETWEEN, AROUND, OR UNDER BALES. BALES SHALL BE ANCHORED WITH 2" X 2" X 4' WOODEN STAKES OR #4 REINFORCING BARS, TWO PER BALE (SEE DETAILS FOR FURTHER INSTRUCTIONS).
6. NEGATIVE IMPACTS TO DOWNSTREAM AREAS (OR RECEIVING WATERS) CAUSED BY THE OVERLOT GRADING TO BE MONITORED AND CORRECTED BY THE DEVELOPER.
7. MULCH SHALL BE APPLIED TO ACHIEVE A STUBBLED SURFACE TO THE DESIGNATED AREAS TO PREVENT DUST AND AID IN LIMITING WIND EROSION. CONTRACTOR SHALL HAVE A WATER TRUCK MADE AVAILABLE TO ASSIST IN CONTROLLING DUST AND WIND EROSION.
8. CONSTRUCTION TRAFFIC ENTRANCES SHALL BE CLEANED ON A REGULAR BASIS DURING OVERLOTTING AND DURING THE DURATION OF HOME CONSTRUCTION.

DRAWN BY: H.E.B.	REVIEWED DATE: FOR	AMERICAN CONSULTING ENGINEERS COUNCIL of COLORADO	BANNER
DESIGNED BY: H.E.B.	REVIEWED DATE: FOR BANNER ASSOCIATES, INC.	BANNER ASSOCIATES, INC. • CONSULTING ENGINEERS & SURVEYORS 2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81506 • (970) 243-2242 605 E. MAIN • SUITE 6 • ASPEN, CO 8161 • (970) 925-5657	
CHECKED BY: P.M.O.			

REVISION	DATE	DESCRIPTION	BY	CHD

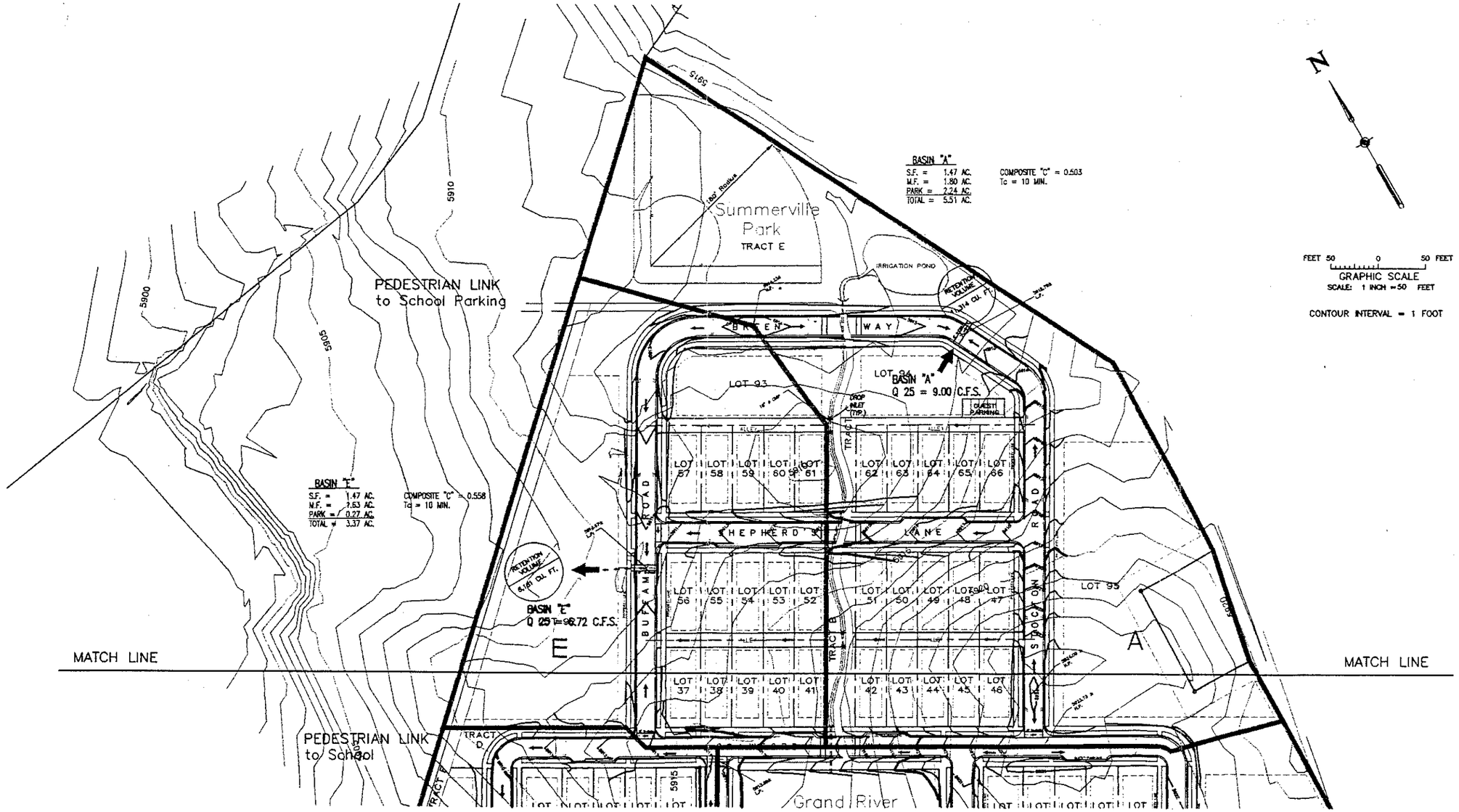
THE STEVENS GROUP, INC. CARBONDALE, COLORADO

CARDIFF GLEN, P.U.D.
GRADING, DRAINAGE, AND STORMWATER MANAGEMENT PLAN

SCALE:	JOB NO:	DATE:
1" = 50'		3-16-99

SHEET NO: A1 OF 2

C:\SDSKPROJ\83740201\cardgrd Tue Mar 16 11:58:38 1999 Banner Associates, Inc.-SGS



DRAWN BY: H.E.B.	REVIEWED ____ DATE: ____ FOR ____	AMERICAN CONSULTING ENGINEERS COUNCIL of COLORADO	REVISION	DATE	DESCRIPTION
DESIGNED BY: H.E.B.	REVIEWED ____ DATE: ____ FOR BANNER ASSOCIATES, INC.	BANNER ASSOCIATES, INC. • CONSULTING ENGINEERS & SURVEYORS 2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81506 • (970) 243-2242 605 E. MAIN • SUITE 6 • ASPEN, CO 81611 • (970) 925-5657			
CHECKED BY: P.M.O.					

THE STEVENS GROUP, INC. CARBONDALE, COLORADO

CARDIFF GLEN, P.U.D.
GRADING, DRAINAGE, AND STORMWATER MANAGEMENT PLAN

SCALE: 1" = 50' | JOB NO. | DATE: 3-16-99

SHEET NO. A2 OF 2

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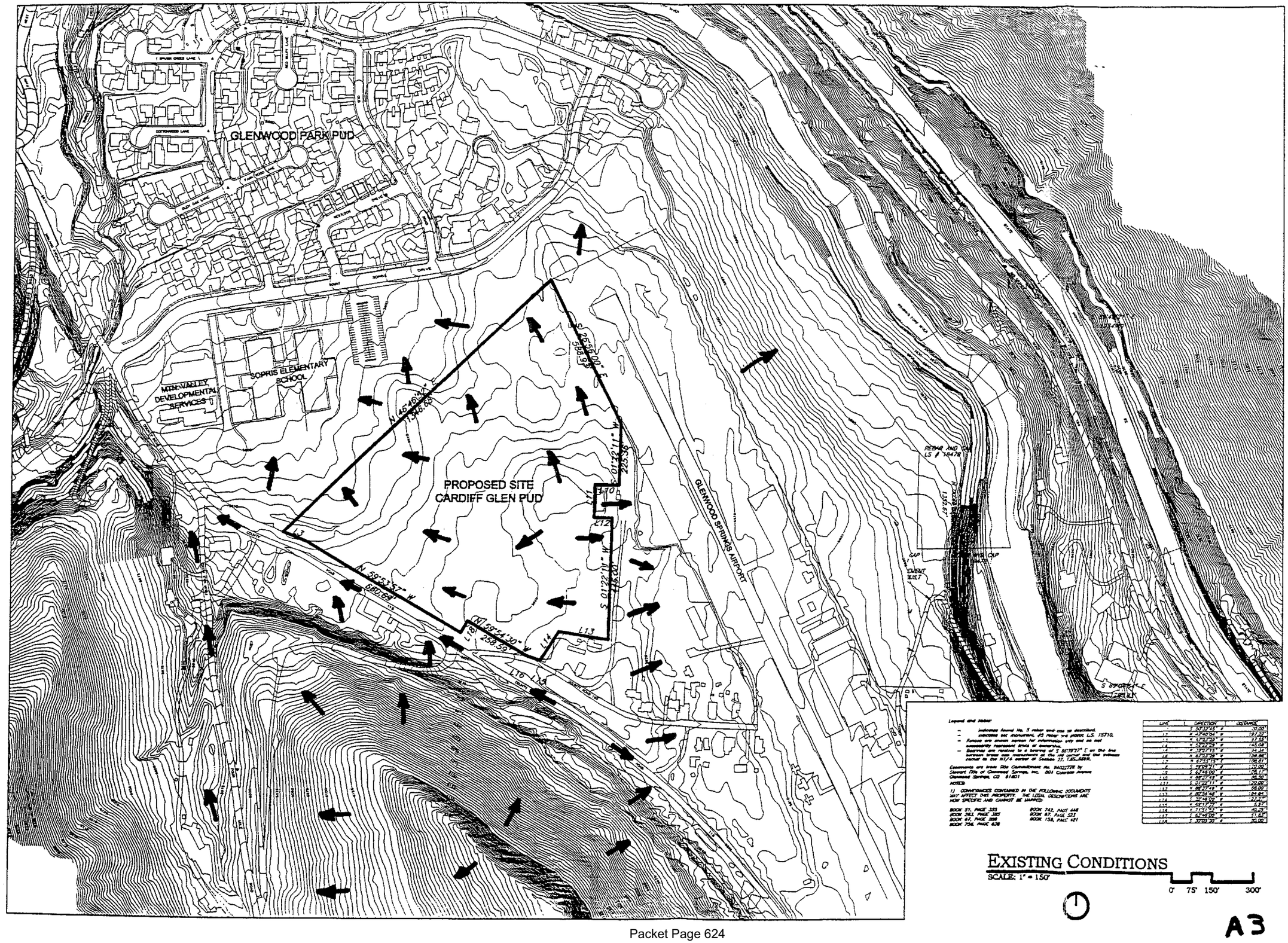

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Studio 3
LAND COMPANY, LLC

CARDIFF GLEN
PLANNED UNIT DEVELOPMENT
Glenwood Springs, Colorado

REVISIONS

JOB NUMBER 9803
DATE 12-10-98
DRAWN BY JRB
CHECKED BY

SHEET NUMBER
1
OF 5 SHEETS

APPENDIX "B"
RATIONAL METHOD "C" VALUES

1. **General Discussion** Section VI-E discusses the principle of rainfall losses, and Section VI-F-1 provides information pertaining to the Rational Method. Thus far, little has been said about the Rational Method "C" value or runoff coefficient, which is the only means of accounting for rainfall loss in the Rational Method.

2. **Development of "C" Values** Several of the assumptions that the Rational Method is based upon pertain to "C" values. Initially, these values were only dependent upon land use or surface type. However, through the years hydrologists have attempted to correct or mitigate these poor assumptions by introducing means of varying "C" values based upon other parameters besides surface type.

   a. **Storm Frequency** Originally, the same "C" value was recommended regardless of storm frequency (or intensity). Recently, it has become common practice to modify "C" values to account for the effects of intensity. Many now apply factors to published "C" values, such as "1.0" for 2-10 year storms; and "1.1", "1.2", and "1.25" for 25-, 50-, and 100-year storms, respectively, with a ceiling "C" value of 0.95 or 0.98. However, this procedure assumes that there is a similar increase for various surface types as intensity increases, which is not the case. UD&FCD provides a list that is based in part on field measurements, which throws greater increase due to storm intensity for more pervious surfaces, and less for other areas. Variation in runoff coefficients with rainfall intensity has been graphed for use in Kern County, California, as is reproduced in Figure "B-1" as taken from Ponce. It can be seen that rainfall intensity may have a dramatic effect on "C" values, particularly for more pervious areas.

   b. **Soil Type** Originally, "C" values were published as being independent of soil type. Now, many lists allow for the impact of soil type, which is significant for more pervious areas.

   c. **Surface Slope** Originally, "C" values did not account for surface slope either. However, it is known that, as slope increases, velocity generally increases which reduces infiltration into the soil. Published lists of "C" values which vary with slope are now fairly common.

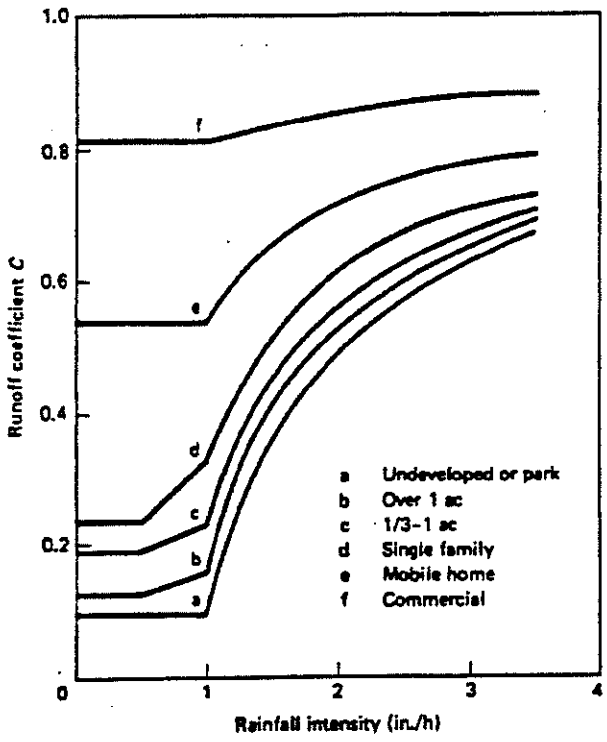
   d. **Storm Duration** Rainfall losses usually start out high and decrease rapidly and then reach a rate that is more or less uniform. Rational Method runoff coefficients produce a constant rainfall loss from beginning to end of rainfall. Therefore, a "C" value must be selected which represents a good average loss rate. However, an average rate of loss would be less as the storm duration (which is set to Tc) increases. Therefore, all other factors being equal, "C" values should be more for watersheds having a long Tc,

and lower for shorter Tc values. The author is unaware of any work that has been done to account for this phenomenon. It may well be likely that, in this day of computerization, that engineers and hydrologists will forsake the use of the Rational Method for more complex but refined modeling methods before any work is done to substantiate "C" value adjustment due to storm duration. However, to allow for other site specific differences, lists are often published with a range of values for each condition, allowing for engineering judgement. This may likely be the best procedure for addressing differences due to storm duration as well.

3. Standardization of Runoff Coefficients Nearly every book, manual, or paper that discusses the Rational Method provides a list of "C" values. Such a wide range of values may be found that one could almost justify anything. In order to provide a reasonable level of consistency, standardization is felt necessary. Consequently, Table "B-1" is provided as the standard which must be followed. Although there may be room for improvement in the list, it is based upon the best listings available to the author.

4. Composite Runoff Coefficients The need for and means of obtaining composite runoff coefficients is discussed in VI-E-4. A worksheet is provided on Table "B-2".

REPRODUCED FROM "ENGINEERING HYDROLOGY"



VARIATION OF RUNOFF WITH RAINFALL INTENSITY | FIGURE "B-1"

LAND USE OR SURFACE CHARACTERISTICS	SCS HYDROLOGIC SOIL GROUP (SEE APPENDIX "C" FOR DESCRIPTIONS)											
	A			B			C			D		
	0-2%	2-6%	6%+	0-2%	2-6%	6%+	0-2%	2-6%	6%+	0-2%	2-6%	6%+
UNDEVELOPED AREAS Bare ground	.10 - .20 .14 - .24	.16 - .26 .22 - .32	.25 - .35 .30 - .40	.14 - .22 .20 - .28	.22 - .30 .28 - .36	.30 - .38 .37 - .45	.20 - .28 .26 - .34	.28 - .36 .35 - .43	.36 - .44 .40 - .48	.24 - .32 .30 - .38	.30 - .38 .40 - .48	.40 - .48 .50 - .58
Cultivated/Agricultural	.08 - .18 .14 - .24	.13 - .23 .18 - .28	.16 - .26 .22 - .32	.11 - .19 .16 - .24	.15 - .23 .21 - .29	.21 - .29 .28 - .36	.14 - .22 .20 - .28	.19 - .27 .25 - .33	.26 - .34 .34 - .42	.18 - .26 .24 - .32	.23 - .31 .29 - .37	.31 - .39 .41 - .49
Pasture	.12 - .22 .15 - .25	.20 - .30 .25 - .35	.30 - .40 .37 - .47	.18 - .26 .23 - .31	.28 - .36 .34 - .42	.37 - .45 .45 - .53	.24 - .32 .30 - .38	.34 - .42 .42 - .50	.44 - .52 .52 - .60	.30 - .38 .37 - .45	.40 - .48 .50 - .58	.50 - .58 .62 - .70
Meadow	.10 - .20 .14 - .24	.16 - .26 .22 - .32	.25 - .35 .30 - .40	.14 - .22 .20 - .28	.22 - .30 .28 - .36	.30 - .38 .37 - .45	.20 - .28 .26 - .34	.28 - .36 .35 - .43	.36 - .44 .44 - .52	.24 - .32 .30 - .38	.30 - .38 .40 - .48	.40 - .48 .50 - .58
Forest	.05 - .15 .08 - .18	.08 - .18 .11 - .21	.11 - .21 .14 - .24	.08 - .16 .10 - .18	.11 - .19 .14 - .22	.14 - .22 .18 - .26	.10 - .18 .12 - .20	.13 - .21 .16 - .24	.16 - .24 .20 - .28	.12 - .20 .15 - .23	.16 - .24 .20 - .28	.20 - .28 .25 - .33
RESIDENTIAL AREAS 1/8 acre per unit	.40 - .50 .48 - .58	.43 - .53 .52 - .62	.46 - .56 .55 - .65	.42 - .50 .50 - .58	.45 - .53 .54 - .62	.50 - .58 .59 - .67	.45 - .53 .53 - .61	.48 - .56 .57 - .65	.53 - .61 .64 - .72	.48 - .56 .56 - .64	.51 - .59 .60 - .68	.57 - .65 .69 - .77
1/4 acre per unit	.27 - .37 .35 - .45	.31 - .41 .39 - .49	.34 - .44 .42 - .52	.29 - .37 .38 - .46	.34 - .42 .42 - .50	.38 - .46 .47 - .55	.32 - .40 .41 - .49	.36 - .44 .45 - .53	.41 - .49 .52 - .60	.35 - .43 .43 - .51	.39 - .47 .47 - .55	.45 - .53 .57 - .65
1/3 acre per unit	.22 - .32 .31 - .41	.26 - .36 .35 - .45	.29 - .39 .38 - .48	.25 - .33 .33 - .41	.29 - .37 .38 - .46	.33 - .41 .42 - .50	.28 - .36 .36 - .44	.32 - .40 .41 - .49	.37 - .45 .48 - .56	.31 - .39 .39 - .47	.35 - .43 .43 - .51	.42 - .50 .53 - .61
1/2 acre per unit	.16 - .26 .25 - .35	.20 - .30 .29 - .39	.24 - .34 .32 - .42	.19 - .27 .28 - .36	.23 - .31 .32 - .40	.28 - .36 .36 - .44	.22 - .30 .31 - .39	.27 - .35 .35 - .43	.32 - .40 .42 - .50	.26 - .34 .34 - .42	.30 - .38 .38 - .46	.37 - .45 .48 - .56
1 acre per unit	.14 - .24 .22 - .32	.19 - .29 .26 - .36	.22 - .32 .29 - .39	.17 - .25 .24 - .32	.21 - .29 .28 - .36	.26 - .34 .34 - .42	.20 - .28 .28 - .36	.25 - .33 .32 - .40	.31 - .39 .40 - .48	.24 - .32 .31 - .39	.29 - .37 .35 - .43	.35 - .43 .46 - .54
MISC. SURFACES Pavement and roofs	.93 .95	.94 .96	.95 .97	.93 .95	.94 .96	.95 .97	.93 .95	.94 .96	.95 .97	.93 .95	.94 .96	.95 .97
Traffic areas (soil and gravel)	.53 - .63 .65 - .70	.60 - .70 .70 - .75	.64 - .74 .74 - .79	.60 - .68 .68 - .76	.64 - .72 .72 - .80	.67 - .75 .75 - .83	.64 - .72 .72 - .80	.67 - .75 .75 - .83	.69 - .77 .77 - .85	.72 - .80 .79 - .87	.75 - .83 .82 - .90	.77 - .85 .84 - .92
Green landscaping (lawns, parks)	.10 - .20 .14 - .24	.16 - .26 .22 - .32	.25 - .35 .30 - .40	.14 - .22 .20 - .28	.22 - .30 .28 - .36	.30 - .38 .37 - .45	.20 - .28 .26 - .34	.28 - .36 .35 - .43	.36 - .44 .42 - .52	.24 - .32 .30 - .38	.30 - .38 .40 - .48	.40 - .48 .50 - .58
Non-green and gravel landscaping	.30 - .40 .34 - .44	.36 - .46 .42 - .52	.45 - .55 .50 - .60	.45 - .55 .50 - .60	.42 - .50 .48 - .56	.50 - .58 .57 - .65	.40 - .48 .46 - .54	.48 - .56 .55 - .63	.56 - .64 .64 - .72	.44 - .52 .50 - .58	.50 - .58 .60 - .68	.60 - .68 .70 - .78
Cemeteries, playgrounds	.20 - .30 .24 - .34	.26 - .36 .32 - .42	.35 - .45 .40 - .50	.35 - .45 .40 - .50	.32 - .40 .38 - .46	.40 - .48 .47 - .55	.30 - .38 .36 - .44	.38 - .44 .45 - .53	.46 - .54 .54 - .62	.34 - .42 .40 - .48	.40 - .48 .50 - .58	.50 - .58 .60 - .68

NOTES:
1. Values above and below pertain to the 2-year and 100-year storms, respectively.
2. The range of values provided allows for engineering judgement of site conditions such as basic shape, homogeneity of surface type, surface depression storage, and storm duration. In general, during shorter duration storms (Tc ≤ 10 minutes), infiltration capacity is higher, allowing use of a "C" value in the low range. Conversely, for longer duration storms (Tc) 30 minutes), use a ""C value in the higher range.
3. For residential development at less than 1/8 acre per unit or greater than 1 acre per unit, and also for commercial and industrial areas, use values under MISC SURFACES to estimate "C" value ranges for use.

RATIONAL METHOD RUNOFF COEFFICIENTS
(Modified from Table 4, UC-Davis, which appears to be a modification of work done by Rawls)

TABLE "B-1"

Quick TR-55 Ver.5.46 S/N:1315430326
Executed: 14:39:53 03-15-1999 CDF-D.TCT

SUMMARY SHEET FOR Tc or Tt COMPUTATIONS
(Solved for Time using TR-55 Methods)

CARDIFF - GLENWOOD SPRINGS
DEVELOPED FLOWS

Subarea descr.	Tc or Tt	Time (hrs)
A	Tc	0.16
B	Tc	0.19
C	Tc	0.08
D	Tc	0.16
E	Tc	0.16

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CARDIFF - GLENWOOD SPRINGS
DEVELOPED FLOWS

Tc COMPUTATIONS FOR: A

SHEET FLOW (Applicable to Tc only)

Segment ID		1		
Surface description		MULTI-FAM		
Manning's roughness coeff., n		0.0200		
Flow length, L (total < or = 300)	ft	125.0		
Two-yr 24-hr rainfall, P2	in	0.800		
Land slope, s	ft/ft	0.0200		
$T = \frac{.007 * (n*L)^{0.8}}{P2^{0.5} * s^{0.4}}$	hrs	0.08	=	0.08

SHALLOW CONCENTRATED FLOW

Segment ID		2		
Surface (paved or unpaved)?		Paved		
Flow length, L	ft	600.0		
Watercourse slope, s	ft/ft	0.0100		
$Avg.V = Csf * (s)^{0.5}$	ft/s	2.0328		
where: Unpaved Csf = 16.1345				
Paved Csf = 20.3282				
T = L / (3600*V)	hrs	0.08	=	0.08

CHANNEL FLOW

Segment ID				
Cross Sectional Flow Area, a	sq.ft	0.00		
Wetted perimeter, Pw	ft	0.00		
Hydraulic radius, r = a/Pw	ft	0.000		
Channel slope, s	ft/ft	0.0000		
Manning's roughness coeff., n		0.0000		
$V = \frac{1.49 * r^{2/3} * s^{1/2}}{n}$	ft/s	0.0000		
Flow length, L	ft	0		
T = L / (3600*V)	hrs	0.00	=	0.00

TOTAL TIME (hrs) 0.16

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CARDIFF - GLENWOOD SPRINGS
DEVELOPED FLOWS

Tc COMPUTATIONS FOR: B

SHEET FLOW (Applicable to Tc only)

Segment ID		1		
Surface description		MULTI-FAM		
Manning's roughness coeff., n		0.0200		
Flow length, L (total < or = 300)	ft	125.0		
Two-yr 24-hr rainfall, P2	in	0.800		
Land slope, s	ft/ft	0.0200		
$T = \frac{.007 * (n*L)^{0.8}}{P2^{0.5} * s^{0.4}}$	hrs	0.08	=	0.08

SHALLOW CONCENTRATED FLOW

Segment ID		2		
Surface (paved or unpaved)?		Paved		
Flow length, L	ft	800.0		
Watercourse slope, s	ft/ft	0.0100		
$Avg.V = Csf * (s)^{0.5}$	ft/s	2.0328		
where: Unpaved Csf = 16.1345				
Paved Csf = 20.3282				
T = L / (3600*V)	hrs	0.11	=	0.11

CHANNEL FLOW

Segment ID				
Cross Sectional Flow Area, a	sq.ft	0.00		
Wetted perimeter, Pw	ft	0.00		
Hydraulic radius, r = a/Pw	ft	0.000		
Channel slope, s	ft/ft	0.0000		
Manning's roughness coeff., n		0.0000		
$V = \frac{1.49 * r^{2/3} * s^{1/2}}{n}$	ft/s	0.0000		
Flow length, L	ft	0		
T = L / (3600*V)	hrs	0.00	=	0.00

TOTAL TIME (hrs) 0.19

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CARDIFF - GLENWOOD SPRINGS
DEVELOPED FLOWS

Tc COMPUTATIONS FOR: C

SHEET FLOW (Applicable to Tc only)

Segment ID		1		
Surface description		COMMERCIAL		
Manning's roughness coeff., n		0.0200		
Flow length, L (total < or = 300)	ft	125.0		
Two-yr 24-hr rainfall, P2	in	0.800		
Land slope, s	ft/ft	0.0200		
$T = \frac{.007 * (n*L)^{0.8}}{P2^{0.5} * s^{0.4}}$	hrs	0.08	=	0.08

SHALLOW CONCENTRATED FLOW

Segment ID		2		
Surface (paved or unpaved)?		Paved		
Flow length, L	ft	50.0		
Watercourse slope, s	ft/ft	0.0200		
$Avg.V = Csf * (s)^{0.5}$	ft/s	2.8748		
where: Unpaved Csf = 16.1345				
Paved Csf = 20.3282				
T = L / (3600*V)	hrs	0.00	=	0.00

CHANNEL FLOW

Segment ID				
Cross Sectional Flow Area, a	sq.ft	0.00		
Wetted perimeter, Pw	ft	0.00		
Hydraulic radius, r = a/Pw	ft	0.000		
Channel slope, s	ft/ft	0.0000		
Manning's roughness coeff., n		0.0000		
$V = \frac{1.49 * r^{2/3} * s^{1/2}}{n}$	ft/s	0.0000		
Flow length, L	ft	0		
T = L / (3600*V)	hrs	0.00	=	0.00

TOTAL TIME (hrs) 0.08

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CARDIFF - GLENWOOD SPRINGS
DEVELOPED FLOWS

Tc COMPUTATIONS FOR: D

SHEET FLOW (Applicable to Tc only)

Segment ID			1	
Surface description		S.F.	LOT	
Manning's roughness coeff., n			0.0300	
Flow length, L (total < or = 300)		ft	100.0	
Two-yr 24-hr rainfall, P2		in	0.800	
Land slope, s		ft/ft	0.0200	
$T = \frac{.007 * (n*L)^{0.8}}{P2^{0.5} * s^{0.4}}$		hrs	0.09	= 0.09

SHALLOW CONCENTRATED FLOW

Segment ID			2	
Surface (paved or unpaved)?			Paved	
Flow length, L		ft	500.0	
Watercourse slope, s		ft/ft	0.0100	
$Avg.V = Csf * (s)^{0.5}$		ft/s	2.0328	
where:	Unpaved Csf = 16.1345			
	Paved Csf = 20.3282			
T = L / (3600*V)		hrs	0.07	= 0.07

CHANNEL FLOW

Segment ID			
Cross Sectional Flow Area, a	sq.ft	0.00	
Wetted perimeter, Pw	ft	0.00	
Hydraulic radius, r = a/Pw	ft	0.000	
Channel slope, s	ft/ft	0.0000	
Manning's roughness coeff., n		0.0000	
$V = \frac{1.49 * r^{2/3} * s^{1/2}}{n}$	ft/s	0.0000	
Flow length, L	ft	0	
T = L / (3600*V)	hrs	0.00	= 0.00

TOTAL TIME (hrs) 0.16

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CARDIFF - GLENWOOD SPRINGS
DEVELOPED FLOWS

Tc COMPUTATIONS FOR: E

SHEET FLOW (Applicable to Tc only)

Segment ID		1		
Surface description	S.F.	LOT		
Manning's roughness coeff., n		0.0300		
Flow length, L (total < or = 300)	ft	100.0		
Two-yr 24-hr rainfall, P2	in	0.800		
Land slope, s	ft/ft	0.0200		
$T = \frac{.007 * (n*L)^{0.8}}{P2^{0.5} * s^{0.4}}$	hrs	0.09	=	0.09

SHALLOW CONCENTRATED FLOW

Segment ID		2		
Surface (paved or unpaved)?		Paved		
Flow length, L	ft	500.0		
Watercourse slope, s	ft/ft	0.0100		
$Avg.V = Csf * (s)^{0.5}$	ft/s	2.0328		
where: Unpaved Csf = 16.1345				
Paved Csf = 20.3282				
T = L / (3600*V)	hrs	0.07	=	0.07

CHANNEL FLOW

Segment ID				
Cross Sectional Flow Area, a	sq.ft	0.00		
Wetted perimeter, Pw	ft	0.00		
Hydraulic radius, r = a/Pw	ft	0.000		
Channel slope, s	ft/ft	0.0000		
Manning's roughness coeff., n		0.0000		
$V = \frac{1.49 * r^{2/3} * s^{1/2}}{n}$	ft/s	0.0000		
Flow length, L	ft	0		
T = L / (3600*V)	hrs	0.00	=	0.00

TOTAL TIME (hrs) 0.16

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CARDIFF - GLENWOOD SPRINGS
BASIN A
DEVELOPED 25 YEAR STORM

* * * * * * SUMMARY OF RATIONAL METHOD PEAK DISCHARGES * * * * * *

Q = adj * C * I * A
Where: Q=cfs, C=Weighted Runoff Coefficient, I=in/hour, A=acres
adj = 'C' adjustment factor for each return frequency

RETURN FREQUENCY = 25 years
'C' adjustment, k = 1
Adj. 'C' = Wtd.'C' x 1

Subarea Descr.	Runoff 'C'	Area acres	Tc (min)	Wtd. 'C'	Adj. 'C'	I in/hr	Total acres	Peak Q (cfs)
SINGLE FAM	0.540	1.47						
MULTI FAM	0.600	1.80						
PARK	0.400	2.24						
			10.00	0.503	0.503	3.250	5.51	9.00

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* MODIFIED RATIONAL METHOD *
* ---- Grand Summary For All Storm Frequencies ---- *
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****

First peak outflow point assumed to occur at inflow recession leg.

CARDIFF - GLENWOOD SPRINGS
BASIN A
DEVELOPED 25 YEAR STORM

Area = 5.51 acres Tc = 10.00 minutes

Frequency (years)	Adjusted 'C'	Duration minutes	Intens. in/hr	Qpeak cfs	Allowable cfs	VOLUMES Inflow (cu.ft.)	VOLUMES Storage (cu.ft.)
25	0.503	60	1.240	3.43	0.50	12,364	11,314

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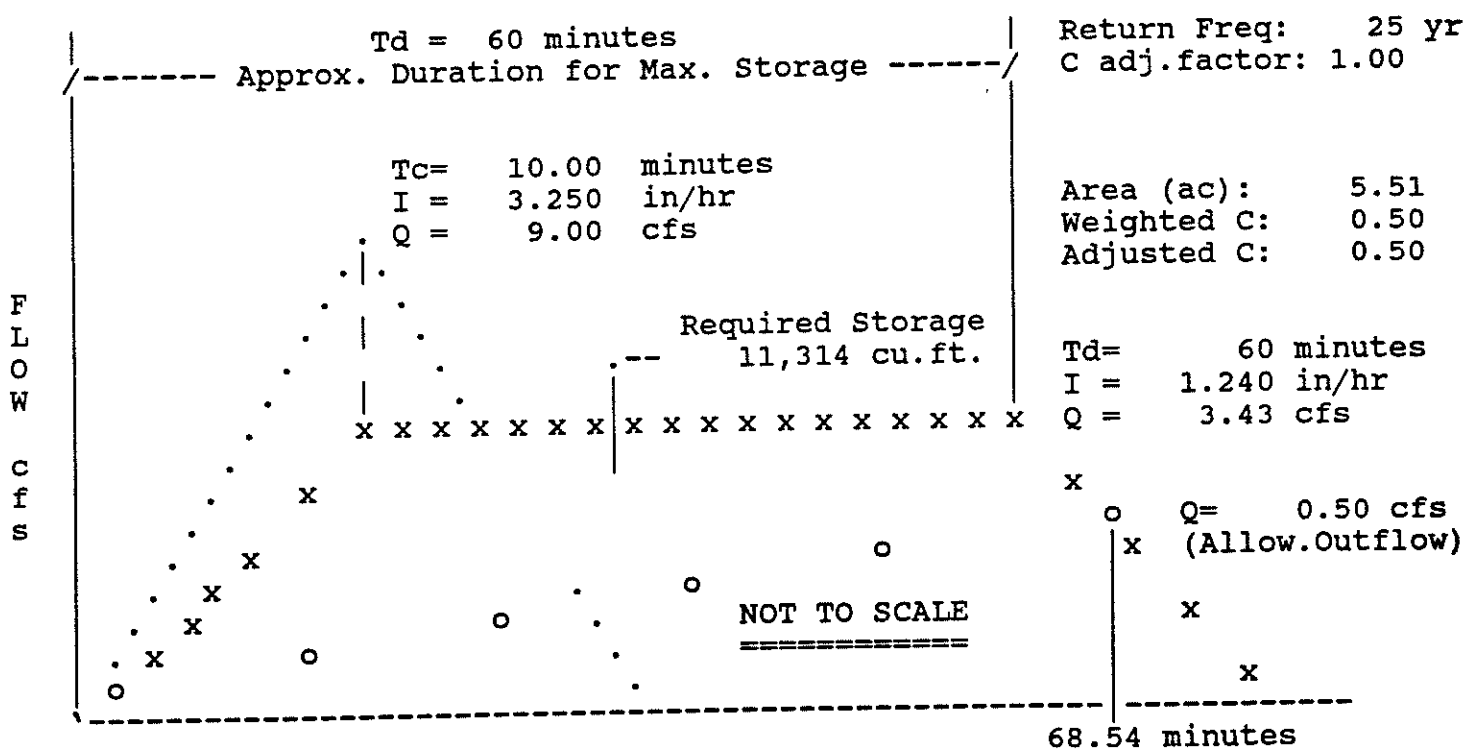
MODIFIED RATIONAL METHOD
---- Graphical Summary for Maximum Required Storage ----

First peak outflow point assumed to occur at inflow recession leg.

CARDIFF - GLENWOOD SPRINGS
BASIN A
DEVELOPED 25 YEAR STORM

RETURN FREQUENCY: 25 yr	Allowable Outflow: 0.50 cfs
'C' Adjustment: 1.000	Required Storage: 11,314 cu.ft.
Peak Inflow: 3.43 cfs	Inflow .HYD stored: CDF-D-AA.HYD



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CARDIFF - GLENWOOD SPRINGS
BASIN A
DEVELOPED 25 YEAR STORM

**** Modified Rational Hydrograph *****
Weighted C = 0.503 Area= 5.510 acres Tc = 10.00 minutes

Adjusted C = 0.503 Td= 60.00 min. I= 1.24 in/hr Qp= 3.43 cfs

RETURN FREQUENCY: 25 year storm Adj.factor = 1.00
Output file: CDF-D-AA.HYD

HYDROGRAPH FOR MAXIMUM STORAGE
For the 25 Year Storm

Time increment = 0.083 Hours
Time on left represents time for first Q in each row.

Time Hours							
0.000	0.00	1.72	3.43	3.43	3.43	3.43	3.43
0.583	3.43	3.43	3.43	3.43	3.43	3.43	1.72
1.167	0.00						

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MODIFIED RATIONAL METHOD
---- Summary for Single Storm Frequency ----

First peak outflow point assumed to occur at inflow recession leg.

CARDIFF - GLENWOOD SPRINGS
BASIN A
DEVELOPED 25 YEAR STORM

RETURN FREQUENCY: 25 yr 'C' Adjustment = 1.000 Allowable Q = 0.50 cfs

Hydrograph file duration= 60.00 minutes
Hydrograph file: CDF-D-AA.HYD Tc = 10.00 minutes

Weighted 'C'	Adjusted 'C'	Duration minutes	Intens. in/hr	Areas acres	Qpeak cfs	VOLUMES Inflow (cu.ft.)	VOLUMES Storage (cu.ft.)
0.503	0.503	10	3.250	5.51	9.00	5,401	5,101
0.503	0.503	15	2.750	5.51	7.62	6,855	6,480
0.503	0.503	20	2.400	5.51	6.65	7,977	7,527
0.503	0.503	30	1.920	5.51	5.32	9,572	8,972
0.503	0.503	40	1.590	5.51	4.40	10,570	9,820
0.503	0.503	50	1.390	5.51	3.85	11,550	10,650
**********	**********	**********	**********	**********	**********	**********	Storage Maximum
0.503	0.503	60	1.240	5.51	3.43	12,364	11,314
**********	**********	**********	**********	**********	**********	**********	**********

Quick TR-55 Ver.5.46 S/N:1315430326
Executed: 09:39:53 03-16-1999

CARDIFF - GLENWOOD SPRINGS
BASIN B
DEVELOPED 25 YEAR STORM

* * * * * * SUMMARY OF RATIONAL METHOD PEAK DISCHARGES * * * * * *

Q = adj * C * I * A
Where: Q=cfs, C=Weighted Runoff Coefficient, I=in/hour, A=acres
adj = 'C' adjustment factor for each return frequency

RETURN FREQUENCY = 25 years
'C' adjustment, k = 1
Adj. 'C' = Wtd.'C' x 1

Subarea Descr.	Runoff 'C'	Area acres	Tc (min)	Wtd. 'C'	Adj. 'C'	I in/hr	Total acres	Peak Q (cfs)
SINGLE FAM	0.540	2.92						
MULTI FAM	0.600	1.82						
PARK	0.400	1.91						
COMMERCIAL	0.800	0.69						
			12.00	0.543	0.543	3.050	7.34	12.15

Quick TR-55 Ver.5.46 S/N:1315430326
Executed: 09:39:53 03-16-1999

MODIFIED RATIONAL METHOD
---- Grand Summary For All Storm Frequencies ----

First peak outflow point assumed to occur at inflow recession leg.

CARDIFF - GLENWOOD SPRINGS
BASIN B
DEVELOPED 25 YEAR STORM

Area = 7.34 acres Tc = 12.00 minutes

Frequency (years)	Adjusted 'C'	Duration minutes	Intens. in/hr	Qpeak cfs	Allowable cfs	VOLUMES Inflow (cu.ft.)	VOLUMES Storage (cu.ft.)
25	0.543	60	1.240	4.94	0.50	17,788	16,708

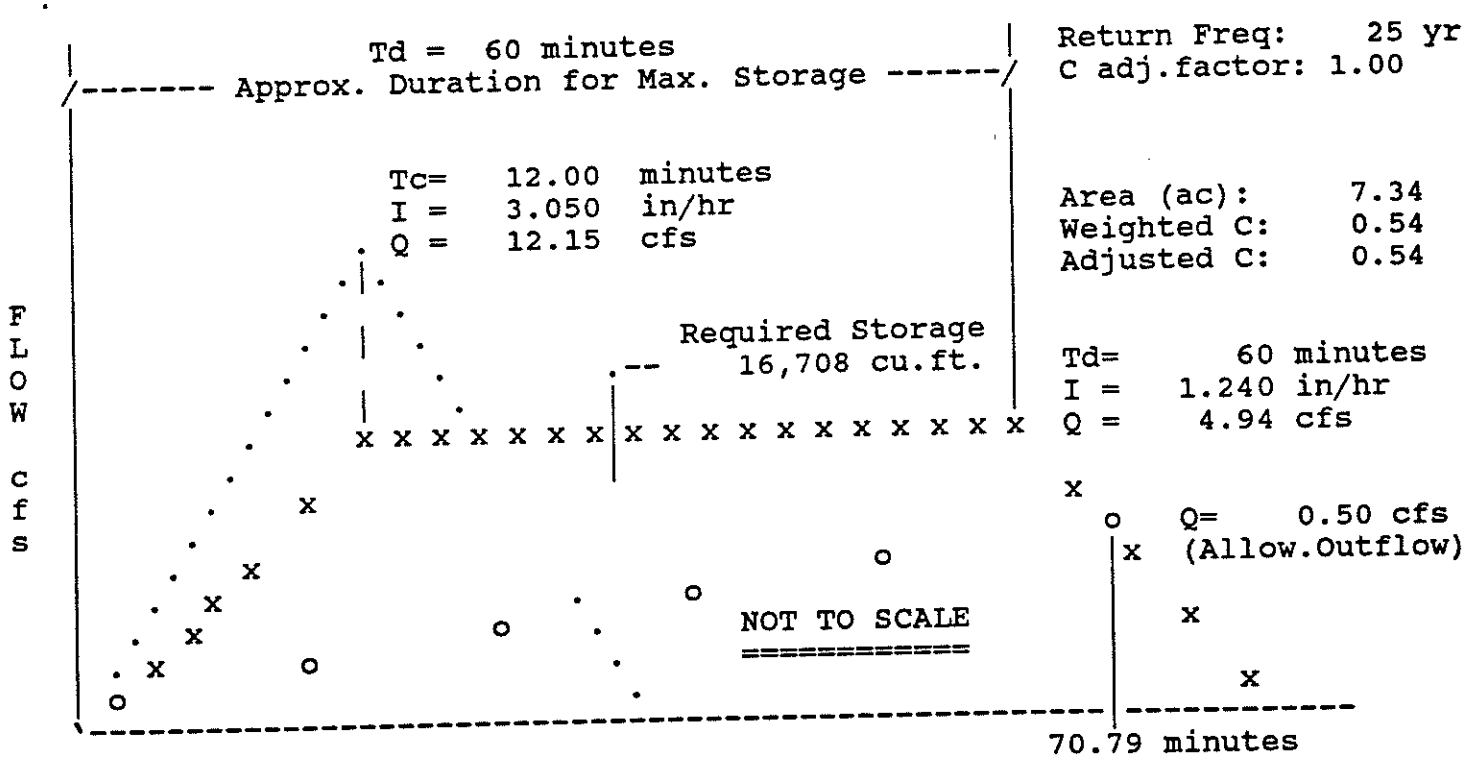
Quick TR-55 Ver.5.46 S/N:1315430326
Executed: 09:39:53 03-16-1999

MODIFIED RATIONAL METHOD
---- Graphical Summary for Maximum Required Storage ----

First peak outflow point assumed to occur at inflow recession leg.

CARDIFF - GLENWOOD SPRINGS
BASIN B
DEVELOPED 25 YEAR STORM

RETURN FREQUENCY: 25 yr	Allowable Outflow: 0.50 cfs
'C' Adjustment: 1.000	Required Storage: 16,708 cu.ft.
Peak Inflow: 4.94 cfs	Inflow .HYD stored: CDF-D-BB.HYD



Quick TR-55 Ver.5.46 S/N:1315430326
Executed: 09:39:53 03-16-1999

CARDIFF - GLENWOOD SPRINGS
BASIN B
DEVELOPED 25 YEAR STORM

**** Modified Rational Hydrograph *****

Weighted C = 0.543 Area= 7.340 acres Tc = 12.00 minutes

Adjusted C = 0.543 Td= 60.00 min. I= 1.24 in/hr Qp= 4.94 cfs

RETURN FREQUENCY: 25 year storm Adj.factor = 1.00
Output file: CDF-D-BB.HYD

HYDROGRAPH FOR MAXIMUM STORAGE
For the 25 Year Storm

Time increment = 0.083 Hours
Time on left represents time for first Q in each row.

Time Hours							
0.033	0.82	2.88	4.94	4.94	4.94	4.94	4.94
0.617	4.94	4.94	4.94	4.94	4.94	4.12	2.06
1.200	0.00						

Quick TR-55 Ver.5.46 S/N:1315430326
Executed: 09:39:53 03-16-1999

MODIFIED RATIONAL METHOD
---- Summary for Single Storm Frequency ----

First peak outflow point assumed to occur at inflow recession leg.

CARDIFF - GLENWOOD SPRINGS
BASIN B
DEVELOPED 25 YEAR STORM

RETURN FREQUENCY: 25 yr 'C' Adjustment = 1.000 Allowable Q = 0.50 cfs

Hydrograph file duration= 60.00 minutes
Hydrograph file: CDF-D-BB.HYD
Tc = 12.00 minutes

Weighted 'C'	Adjusted 'C'	Duration minutes	Intens. in/hr	Areas acres	Qpeak cfs	VOLUMES Inflow (cu.ft.)	VOLUMES Storage (cu.ft.)
0.543	0.543	12	3.050	7.34	12.15	8,751	8,391
0.543	0.543	15	2.750	7.34	10.96	9,862	9,457
0.543	0.543	20	2.400	7.34	9.56	11,476	10,996
0.543	0.543	30	1.920	7.34	7.65	13,771	13,141
0.543	0.543	40	1.590	7.34	6.34	15,206	14,426
0.543	0.543	50	1.390	7.34	5.54	16,617	15,687
**********						Storage Maximum	
0.543	0.543	60	1.240	7.34	4.94	17,788	16,708
**********							

Quick TR-55 Ver.5.46 S/N:1315430326
Executed: 15:37:29 03-15-1999

CARDIFF - GLENWOOD SPRINGS
BASIN C
DEVELOPED 25 YEAR STORM

* * * * * * SUMMARY OF RATIONAL METHOD PEAK DISCHARGES * * * * * *

Q = adj * C * I * A
Where: Q=cfs, C=Weighted Runoff Coefficient, I=in/hour, A=acres
adj = 'C' adjustment factor for each return frequency

RETURN FREQUENCY = 25 years
'C' adjustment, k = 1
Adj. 'C' = Wtd.'C' x 1

Subarea Descr.	Runoff 'C'	Area acres	Tc (min)	Wtd. 'C'	Adj. 'C'	I in/hr	Total acres	Peak Q (cfs)
SINGLE FAM	0.540	0.36						
COMMERCIAL	0.800	1.09						
			6.00	0.735	0.735	4.050	1.45	4.32

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*
* MODIFIED RATIONAL METHOD
* ---- Grand Summary For All Storm Frequencies ----
*
*
****
****

First peak outflow point assumed to occur at inflow recession leg.

CARDIFF - GLENWOOD SPRINGS
BASIN C
DEVELOPED 25 YEAR STORM

Area = 1.45 acres Tc = 6.00 minutes

Frequency (years)	Adjusted 'C'	Duration minutes	Intens. in/hr	Qpeak cfs	Allowable cfs	VOLUMES Inflow (cu.ft.)	VOLUMES Storage (cu.ft.)
25	0.735	60	1.240	1.32	0.50	4,760	3,770

Quick TR-55 Ver.5.46 S/N:1315430326
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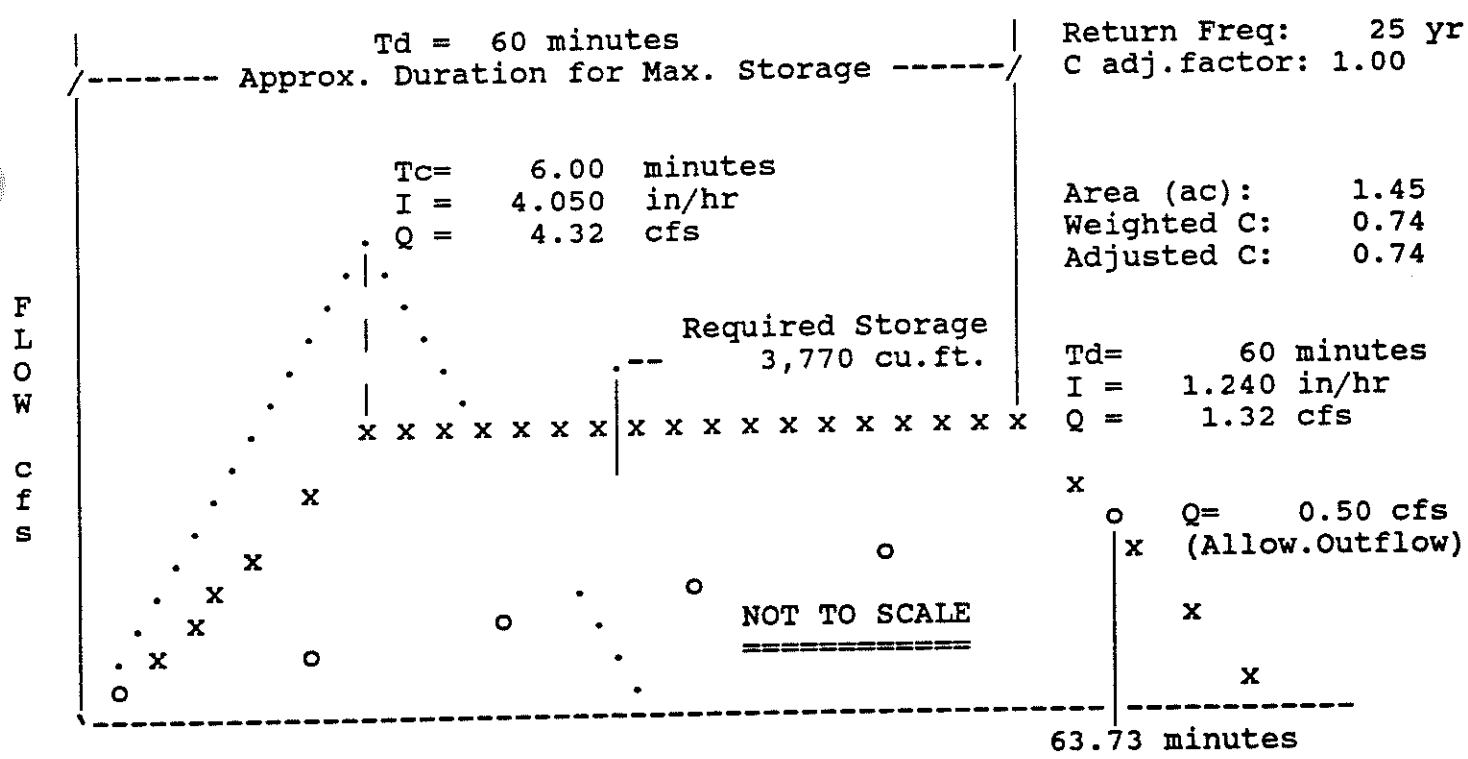
MODIFIED RATIONAL METHOD
---- Graphical Summary for Maximum Required Storage ----

First peak outflow point assumed to occur at inflow recession leg.

CARDIFF - GLENWOOD SPRINGS
BASIN C
DEVELOPED 25 YEAR STORM

RETURN FREQUENCY: 25 yr	Allowable Outflow: 0.50 cfs
'C' Adjustment: 1.000	Required Storage: 3,770 cu.ft.
Peak Inflow: 1.32 cfs	Inflow .HYD stored: CDF-D-CC.HYD



Quick TR-55 Ver.5.46 S/N:1315430326
Executed: 15:37:29 03-15-1999

CARDIFF - GLENWOOD SPRINGS
BASIN C
DEVELOPED 25 YEAR STORM

**** Modified Rational Hydrograph *****

Weighted C = 0.735 Area= 1.450 acres Tc = 6.00 minutes

Adjusted C = 0.735 Td= 60.00 min. I= 1.24 in/hr Qp= 1.32 cfs

RETURN FREQUENCY: 25 year storm Adj.factor = 1.00
Output file: CDF-D-CC.HYD

HYDROGRAPH FOR MAXIMUM STORAGE
For the 25 Year Storm

Time increment = 0.083 Hours
Time on left represents time for first Q in each row.

Time Hours							
0.017	0.22	1.32	1.32	1.32	1.32	1.32	1.32
0.600	1.32	1.32	1.32	1.32	1.32	1.10	0.00

Quick TR-55 Ver.5.46 S/N:1315430326
Executed: 15:37:29 03-15-1999

MODIFIED RATIONAL METHOD
---- Summary for Single Storm Frequency ----

First peak outflow point assumed to occur at inflow recession leg.

CARDIFF - GLENWOOD SPRINGS
BASIN C
DEVELOPED 25 YEAR STORM

RETURN FREQUENCY: 25 yr 'C' Adjustment = 1.000 Allowable Q = 0.50 cfs

Hydrograph file duration= 60.00 minutes
Hydrograph file: CDF-D-CC.HYD Tc = 6.00 minutes

Weighted 'C'	Adjusted 'C'	Duration minutes	Intens. in/hr	Areas acres	Qpeak cfs	VOLUMES Inflow (cu.ft.)	VOLUMES Storage (cu.ft.)
0.735	0.735	6	4.050	1.45	4.32	1,555	1,375
0.735	0.735	10	3.250	1.45	3.47	2,079	1,839
0.735	0.735	15	2.750	1.45	2.93	2,639	2,324
0.735	0.735	20	2.400	1.45	2.56	3,071	2,681
0.735	0.735	30	1.920	1.45	2.05	3,685	3,145
0.735	0.735	40	1.590	1.45	1.70	4,069	3,379
0.735	0.735	50	1.390	1.45	1.48	4,447	3,607
**********	**********	**********	**********	**********	**********	Storage Maximum	
0.735	0.735	60	1.240	1.45	1.32	4,760	3,770

Quick TR-55 Ver.5.46 S/N:1315430326
Executed: 09:42:03 03-16-1999

CARDIFF - GLENWOOD SPRINGS
BASIN D
DEVELOPED 25 YEAR STORM

* * * * * * SUMMARY OF RATIONAL METHOD PEAK DISCHARGES * * * * * *

Q = adj * C * I * A
Where: Q=cfs, C=Weighted Runoff Coefficient, I=in/hour, A=acres
adj = 'C' adjustment factor for each return frequency

RETURN FREQUENCY = 25 years
'C' adjustment, k = 1
Adj. 'C' = Wtd.'C' x 1

Subarea Descr.	Runoff 'C'	Area acres	Tc (min)	Wtd. 'C'	Adj. 'C'	I in/hr	Total acres	Peak Q (cfs)
SINGLE FAM	0.540	4.88						
			10.00	0.540	0.540	3.250	4.88	8.56

Quick TR-55 Ver.5.46 S/N:1315430326
Executed: 09:42:03 03-16-1999

MODIFIED RATIONAL METHOD
---- Grand Summary For All Storm Frequencies ----

First peak outflow point assumed to occur at inflow recession leg.

CARDIFF - GLENWOOD SPRINGS
BASIN D
DEVELOPED 25 YEAR STORM

Area = 4.88 acres Tc = 10.00 minutes

Frequency (years)	Adjusted 'C'	Duration minutes	Intens. in/hr	Qpeak cfs	Allowable cfs	VOLUMES Inflow (cu.ft.)	VOLUMES Storage (cu.ft.)
25	0.540	60	1.240	3.27	0.50	11,764	10,714

Quick TR-55 Ver.5.46 S/N:1315430326
Executed: 09:42:03 03-16-1999

MODIFIED RATIONAL METHOD
---- Graphical Summary for Maximum Required Storage ----

First peak outflow point assumed to occur at inflow recession leg.

CARDIFF - GLENWOOD SPRINGS
BASIN D
DEVELOPED 25 YEAR STORM

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**************************************************************************
*  RETURN FREQUENCY:  25 yr      |  Allowable Outflow:     0.50 cfs     *
*  'C' Adjustment: 1.000         |  Required Storage:    10,714 cu.ft. *
*------------------------------------------------------------------------*
*  Peak Inflow:    3.27 cfs      |  Inflow .HYD stored: CDF-D-DD.HYD    *
**************************************************************************
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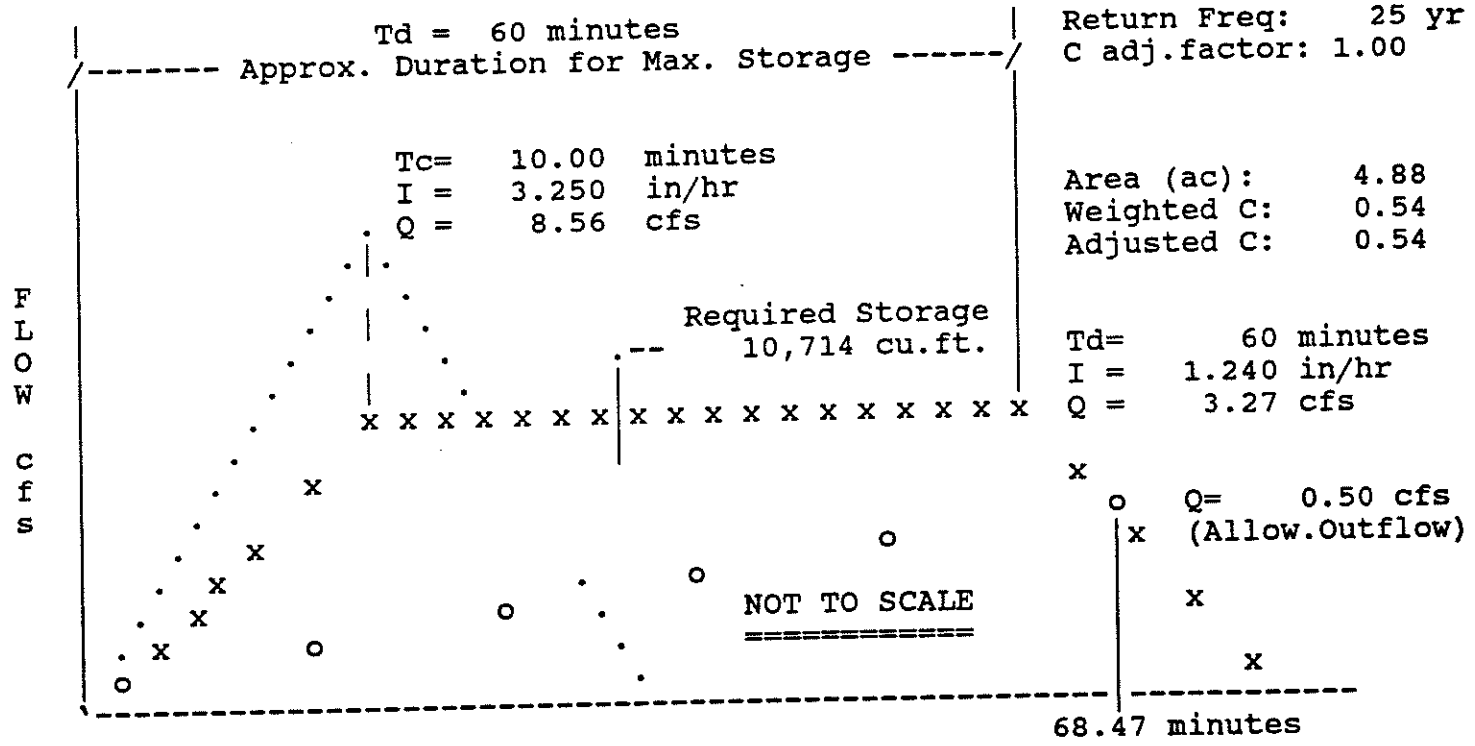


Quick TR-55 Ver.5.46 S/N:1315430326
Executed: 09:42:03 03-16-1999

CARDIFF - GLENWOOD SPRINGS
BASIN D
DEVELOPED 25 YEAR STORM

**** Modified Rational Hydrograph *****

Weighted C = 0.540 Area= 4.880 acres Tc = 10.00 minutes

Adjusted C = 0.540 Td= 60.00 min. I= 1.24 in/hr Qp= 3.27 cfs

RETURN FREQUENCY: 25 year storm Adj.factor = 1.00
Output file: CDF-D-DD.HYD

HYDROGRAPH FOR MAXIMUM STORAGE
For the 25 Year Storm

Time increment = 0.083 Hours
Time on left represents time for first Q in each row.

Time Hours							
0.000	0.00	1.63	3.27	3.27	3.27	3.27	3.27
0.583	3.27	3.27	3.27	3.27	3.27	3.27	1.63
1.167	0.00						

Quick TR-55 Ver.5.46 S/N:1315430326
Executed: 09:42:03 03-16-1999

MODIFIED RATIONAL METHOD
---- Summary for Single Storm Frequency ----

First peak outflow point assumed to occur at inflow recession leg.

CARDIFF - GLENWOOD SPRINGS
BASIN D
DEVELOPED 25 YEAR STORM

RETURN FREQUENCY: 25 yr 'C' Adjustment = 1.000 Allowable Q = 0.50 cfs

Hydrograph file duration= 60.00 minutes
Hydrograph file: CDF-D-DD.HYD Tc = 10.00 minutes

Weighted 'C'	Adjusted 'C'	Duration minutes	Intens. in/hr	Areas acres	Qpeak cfs	VOLUMES Inflow (cu.ft.)	VOLUMES Storage (cu.ft.)
0.540	0.540	10	3.250	4.88	8.56	5,139	4,839
0.540	0.540	15	2.750	4.88	7.25	6,522	6,147
0.540	0.540	20	2.400	4.88	6.32	7,589	7,139
0.540	0.540	30	1.920	4.88	5.06	9,107	8,507
0.540	0.540	40	1.590	4.88	4.19	10,056	9,306
0.540	0.540	50	1.390	4.88	3.66	10,989	10,089
**********						Storage Maximum	
0.540	0.540	60	1.240	4.88	3.27	11,764	10,714

****

Quick TR-55 Ver.5.46 S/N:1315430326
Executed: 16:11:58 03-15-1999

CARDIFF - GLENWOOD SPRINGS
BASIN E
DEVELOPED 25 YEAR STORM

* * * * * * SUMMARY OF RATIONAL METHOD PEAK DISCHARGES * * * * * *

Q = adj * C * I * A
Where: Q=cfs, C=Weighted Runoff Coefficient, I=in/hour, A=acres
adj = 'C' adjustment factor for each return frequency

RETURN FREQUENCY = 25 years
'C' adjustment, k = 1.1
Adj. 'C' = Wtd.'C' x 1.1

Subarea Descr.	Runoff 'C'	Area acres	Tc (min)	Wtd. 'C'	Adj. 'C'	I in/hr	Total acres	Peak Q (cfs)
SINGLE FAM	0.540	1.47						
MULTI FAM	0.600	1.63						
PARK	0.400	0.27						
			10.00	0.558	0.614	3.250	3.37	6.72

Quick TR-55 Ver.5.46 S/N:1315430326
Executed: 16:11:58 03-15-1999

MODIFIED RATIONAL METHOD
---- Grand Summary For All Storm Frequencies ----

First peak outflow point assumed to occur at inflow recession leg.

CARDIFF - GLENWOOD SPRINGS
BASIN E
DEVELOPED 25 YEAR STORM

Area = 3.37 acres Tc = 10.00 minutes

Frequency (years)	Adjusted 'C'	Duration minutes	Intens. in/hr	Qpeak cfs	Allowable cfs	VOLUMES Inflow (cu.ft.)	VOLUMES Storage (cu.ft.)
25	0.614	60	1.240	2.56	0.50	9,231	8,181

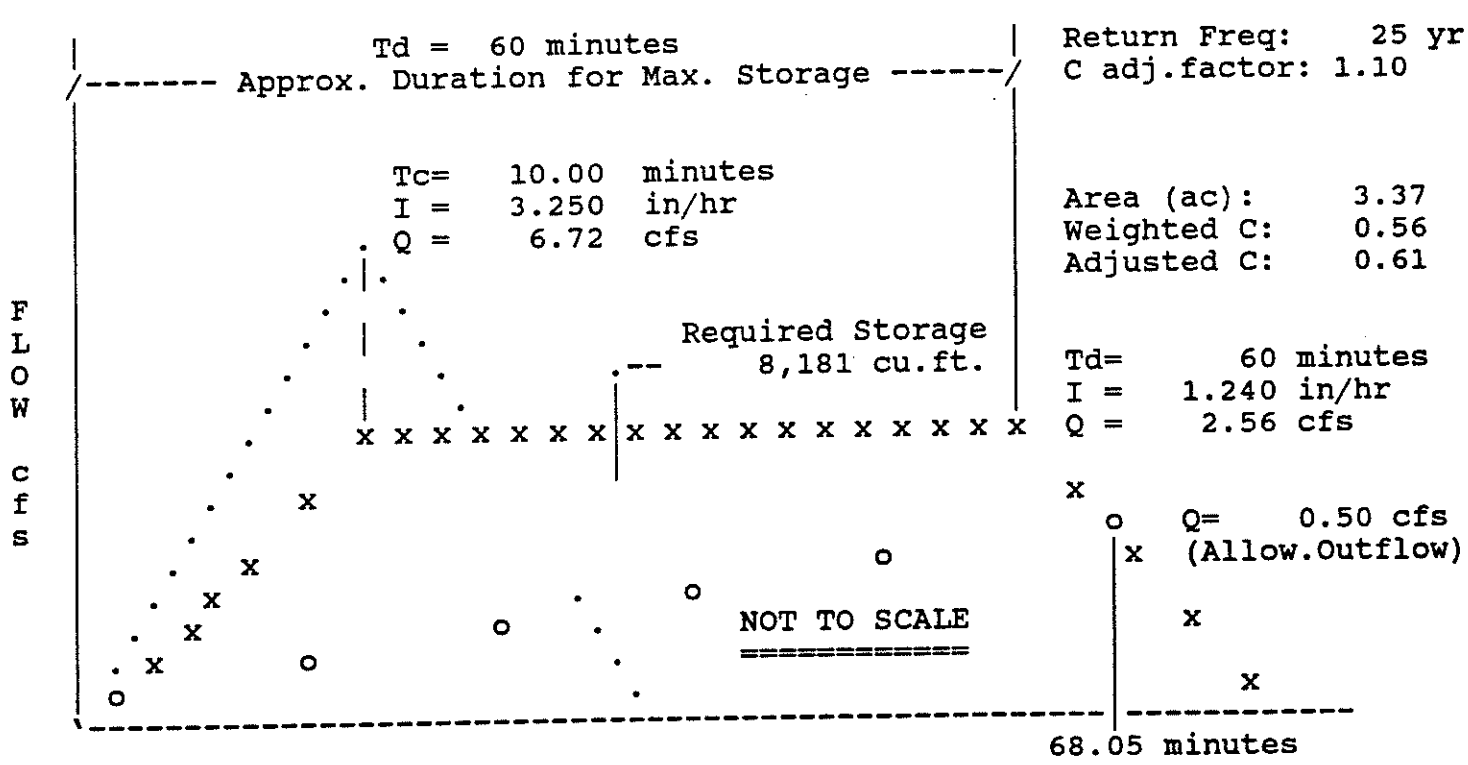
Quick TR-55 Ver.5.46 S/N:1315430326
Executed: 16:11:58 03-15-1999

MODIFIED RATIONAL METHOD
---- Graphical Summary for Maximum Required Storage ----

First peak outflow point assumed to occur at inflow recession leg.

CARDIFF - GLENWOOD SPRINGS
BASIN E
DEVELOPED 25 YEAR STORM

RETURN FREQUENCY: 25 yr	Allowable Outflow: 0.50 cfs
'C' Adjustment: 1.100	Required Storage: 8,181 cu.ft.
Peak Inflow: 2.56 cfs	Inflow .HYD stored: CDF-D-EE.HYD



Quick TR-55 Ver.5.46 S/N:1315430326
Executed: 16:11:58 03-15-1999

CARDIFF - GLENWOOD SPRINGS
BASIN E
DEVELOPED 25 YEAR STORM

**** Modified Rational Hydrograph *****

Weighted C = 0.558 Area= 3.370 acres Tc = 10.00 minutes

Adjusted C = 0.614 Td= 60.00 min. I= 1.24 in/hr Qp= 2.56 cfs

RETURN FREQUENCY: 25 year storm Adj.factor = 1.10
Output file: CDF-D-EE.HYD

HYDROGRAPH FOR MAXIMUM STORAGE
For the 25 Year Storm

Time increment = 0.083 Hours
Time on left represents time for first Q in each row.

Time Hours							
0.000	0.00	1.28	2.56	2.56	2.56	2.56	2.56
0.583	2.56	2.56	2.56	2.56	2.56	2.56	1.28
1.167	0.00						

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Executed: 16:11:58 03-15-1999

MODIFIED RATIONAL METHOD
---- Summary for Single Storm Frequency ----

First peak outflow point assumed to occur at inflow recession leg.

CARDIFF - GLENWOOD SPRINGS
BASIN E
DEVELOPED 25 YEAR STORM

RETURN FREQUENCY: 25 yr 'C' Adjustment = 1.100 Allowable Q = 0.50 cfs

Hydrograph file duration= 60.00 minutes
Hydrograph file: CDF-D-EE.HYD
Tc = 10.00 minutes

Weighted 'C'	Adjusted 'C'	Duration minutes	Intens. in/hr	Areas acres	Qpeak cfs	VOLUMES Inflow (cu.ft.)	VOLUMES Storage (cu.ft.)
0.558	0.614	10	3.250	3.37	6.72	4,032	3,732
0.558	0.614	15	2.750	3.37	5.69	5,118	4,743
0.558	0.614	20	2.400	3.37	4.96	5,955	5,505
0.558	0.614	30	1.920	3.37	3.97	7,146	6,546
0.558	0.614	40	1.590	3.37	3.29	7,891	7,141
0.558	0.614	50	1.390	3.37	2.87	8,623	7,723
**********						Storage Maximum	
0.558	0.614	60	1.240	3.37	2.56	9,231	8,181
**********							

CARDIFF GLEN P.U.D. LOTS 95 AND 96

SOLSTICE TOWNHOMES INFRASTRUCTURE AND GRADING CONSTRUCTION

EROSION AND SEDIMENT TRANSPORT CONTROL PLAN NARRATIVE

PURPOSE – THE PURPOSE OF THE PLAN IS TO CONFIRM THE STANDARDS AND BEST PRACTICES USED DURING THE CONSTRUCTION AND DEVELOPMENT PHASE OF THE SOLSTICE NEIGHBORHOOD ON LOTS 95 AND 96 WHICH ARE LOCATED ON THE EASTERLY PORTIION OF THE APPROVED AND EXISTING CARDIFF GLEN P.U.D. IN THE CITY OF GLENWOOD SPRINGS, CO.

PLEASE REFER TO THE MAJOR GRADING AND DRAINAGE PLAN REPORT AND ADDENDUM AS WELL AS PLAN SHEETS C-1 AND C-4 INCLUDED IN THE OCTOBER 22ND PLAN SUBMITTAL.

THE PRIMARY CONCERN DURING THE CONSTRUCTION AND DEVELOPMENT IS SURFACE EROSION AND TRANSPORT OF SEDIMENT TO ADJACENT PROPERTIES OR NEARBY WATER WAYS.

PROPER MANAGEMENT OF CONSTRUCTION RELATED STORMWATER RUNOFF MINIMIZES DAMAGE TO PUBLIC AND PRIVATE PROPERTY AND GENERALLLY SAFEGUARDS PUBLIC HEALTH, SAFETY AND WELFARE, AND ALSO GENERALLY PROTECTS WATER RESOURCES AND AQUATIC WILDLIFE.

PROCESS AND CONDITIONS - A DRAFT DRAINAGE MAINTENANCE AGREEMENT HAS BEEN SUBMITTED. ONCE THE AGREEMENT IS FINALIZED AND APPROVED, IT WILL BE OF RECORD. THIS AGREEMENT OBLIGATES THE SOLSTICE TOWNHHOME OWNERS ASSOCIATION (STOA) TO MAINTAIN THE ON SITE STORM DRAINAGE FACILITITIES ONCE COMPLETED, DEDICATED AND ACCEPTED TO AND BY THE STOA.

THE SITE IS GENTLY DIRECTIONALLY SLOPING. THE SITE WILL PRIMARILY UTILIZE EXISTING CARDIFF GLEN STORM AND INCIDENTAL DRAINAGE FACILITIES ONCE COMPLETED. LOT 95 DRAINS ENTITRELY TO EXISTING FACILITIES DURING CONSTRUCTION AND ONCE COMPLETED. LOT 96 WILL PRIMARILY DRAIN TO EXISTING FACILITIES DURING CONSTRUCTION AND ONCE COMPLETED. THE EASTERLY PORTION OF BUILDINGS 3 AND 4 AND THE ADJACENT SITE ON LOT 96 WILL DRAIN TO A CONSTRUCTED RETENTION/DETENTION BASIN SHOWN ON THE SOUTHEASTERLY PORTION OF LOT 96.

MANAGEMENT AND MIITIGATION TECHNIQUES AND PRACTICES - DURING CONSTRUCTION, THE PRIMARY TECHNIQUES TO BE UTILIZED ARE THE INSTALLATION OF SILT FENCE AND SEDIMENT FILTER BAGS.

THE SILT FENCE WILL BE LOCATED AND PLACED AS PER THE ATTACHED SHEETS C-1 AND C-4. THE SILT FENCE LOCATION, AS PROPOSED, AS SHOWN IN BLUE. LOCATION ADJUSTMENTS MAY BE INCORPORATED IN THE FIELD TO PROVIDE FUNCTIONAL DOWN GRADIENT LOCATIONS.

THE SILT FENCE SHALL BE INSTALLLED ON THE DOWN GRADIENT SIDE OF DISTURBED AREAS DURING CONSTRUCTION. THE SILT FENCE SHALL REMAIN IN PLACE UNTIL ALL DISTRURBED AREAS ARE REVEGETATED OR LANDSCAPED.

SEDIMENT FILTER BAGS WILL BE LOCATED AND PLACED ON EXISTING ADJACENT STREETS AS SHOWN ON THE ATTACHED SHEETS C-1 AND C-4 OR AS IT IS OTHERWISE DETERMINED TO BE OF BENEFIT.

DOWN GRADIENT SILT FENCE AND SEDIMENT FILTER BAGS WILL BE INSTALLED AS PER ENGINEERING AND INDUSTRY STANDARDS.

ALL FACILITIES WILL BE DILIGENTLY MAINTAINED THROUGHOUUT THE CONSTRUCTION PROCESS AND UNTIL THE SITE IS COMPLETED, LANDSCAPED AND REVEGETATED.

THE CONTRACTOR AND OWNER REPRESENTATIVES WILL WORK DILIGENTLY WITH THE PROJECT ENGINEER AND THE CITY OF GLENWOOD SPRINGS SHOULD UNFORSEEN CIRCUMSTANCES OCCUR.

THANK YOU FOR YOUR CONSIDERATION. WE LOOK FORWARD TO A SUCCCESSFUL PROJECT.

MAINTENANCE AGREEMENT

THE STATE OF COLORADO

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GARFIELD

THAT Solstice Townhome Owners Association (S.T.O.A.)., a Colorado limited liability company, and the City of Glenwood Springs, hereby enter into an agreement regarding the maintenance of the On-Site Storm Drainage Facilities, Systems, Appurtenances and Water Features located within the Cardiff Glen P.U.D. Lots 95 and 96, Common Areas and Limited Common Areas not including Tract J, Spirit Mountain Park, situated in the County of Garfield, State of Colorado, to wit:

> Cardiff Glen P.U.D. Amended Final Plat, Filing 8, Lots 95 and 96, Common Areas and Limited Common Areas. Lot 98 and Tract J, Spirit Mountain Park are excepted and are specifically excluded from this Agreement.

It is understood and agreed that S.T.O.A. L.L.C., as owner of the Subject Property, agrees to maintain On-Site Storm Drainage Facilities, Systems, Appurtenances and Water Features located on the Subject Property, if any, specifically Operation, Maintenance, Repair and Replacement. This covenant shall run with the land and be binding upon all successors and assigns. This Agreement may not be amended except by a written instrument signed by the then record owner of the Subject Property and the City of Glenwood Springs, which instrument shall be duly recorded.

In the event that maintenance is not performed, the City of Glenwood Springs will notify the property owner that the maintenance needs to be performed. The owner will have 30 days to complete the required maintenance. In the event that the maintenance is not performed and the City has to intervene because of public nuisance, all costs incurred by the City of Glenwood Springs will be charged to the property owner of record. The owner will have 30 days to remit payment to the City of Glenwood Springs.

IN WITNESS WHEREOF, the said limited liability company has caused these presents to be signed by its duly authorized agent, this ____ day of _____, 20___.

Solstice Townhome Owners Association, L.L.C.

By: _____

Name: Abdallah Pirrzadeh

Its: President

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss:
COUNTY OF GARFIELD)

This instrument was acknowledged before me on _____ _____, 20__, by _____, Agent of _____, L.L.C., on behalf of said limited liability company.

_____

Notary Public

My Commission Expires:

_____

POTABLE WATER AND SANITARY SEWWER MAINTENANCE AGREEMENT

THE STATE OF COLORADO

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GARFIELD

THAT Solstice Townhome Owners Association (S.T.O.A.)., a Colorado limited liability company, and the City of Glenwood Springs, hereby enter into an agreement regarding the maintenance of the On-Site Potable Water and Sanitary Sewer Wastewater Facilities, Systems, Services and Appurtenances located within the Cardiff Glen P.U.D. Service line(s) to and including Fire Hydrants are not subject to this Agreement. This includes Lots 95 and 96, Common Areas and Limited Common Areas not including Tract J, Spirit Mountain Park, situated in the County of Garfield, State of Colorado, to wit:

> Cardiff Glen P.U.D. Amended Final Plat, Filing 8, Lots 95 and 96, Common Areas and Limited Common Areas. Lot 98 and Tract J, Spirit Mountain Park are excepted and are specifically excluded from this Agreement.

It is understood and agreed that S.T.O.A. L.L.C., as owner of the Subject Property, agrees to maintain On-Site Potable Water and Sanitary Sewer Wastewater Facilities, Systems, Services and Appurtenances located on the Subject Property, if any, specifically Operation, Maintenance, Repair and Replacement. Service line(s) to and including Fire Hydrants are not subject to this Agreement. This covenant shall run with the land and be binding upon all successors and assigns. This Agreement may not be amended except by a written instrument signed by the then record owner of the Subject Property and the City of Glenwood Springs, which instrument shall be duly recorded.

In the event that maintenance is not performed, the City of Glenwood Springs will notify the property owner that the maintenance needs to be performed. The owner will have 30 days to complete the required maintenance. In the event that the maintenance is not performed and the City has to intervene because of public nuisance, all costs incurred by the City of Glenwood Springs will be charged to the property owner of record. The owner will have 30 days to remit payment to the City of Glenwood Springs.

IN WITNESS WHEREOF, the said limited liability company has caused these presents to be signed by its duly authorized agent, this ____ day of _____, 20___.

Solstice Townhome Owners Association, L.L.C.

By: _____

Name: Abdollah Pirrzadeh

Its: President

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss:
COUNTY OF GARFIELD)

This instrument was acknowledged before me on _____ _____, 20__, by _____, Agent of _____, L.L.C., on behalf of said limited liability company.

_____

Notary Public

My Commission Expires:

_____

HEPWORTH - PAWLAK GEOTECHNICAL

Hepworth-Pawlak Geotechnical, Inc.
5020 County Road 154
Glenwood Springs, Colorado 81601
Phone: 970-945-7988

Fax: 970-945-8454
email: hpgeo@hpgeotech.com

SUBSOIL STUDY
FOR FOUNDATION DESIGN
PROPOSED RESIDENCES
LOTS 95 AND 96, CARDIFF GLEN
STOCKTON ROAD AND CULVER CIRCLE
GLENWOOD SPRINGS, COLORADO

JOB NO. 107 0101

MAY 14, 2007

PREPARED FOR:

VILLAGE HOMES
ATTN: RYAN MARTIN
2700 GILSTRAP COURT, SUITE 220
GLENWOOD SPRINGS, COLORADO 81601

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FIGURE 1 - LOCATION OF EXPLORATORY BORINGS – LOT 95

FIGURE 1A – LOCATION OF EXPLORATORY BORINGS – LOT 96

FIGURE 2 - LOGS OF EXPLORATORY BORINGS –LOT 95

FIGURE 3 – LOGS OF EXPLORATORY BORINGS – LOT 96

FIGURE 4 - LEGEND AND NOTES

FIGURE 5 - SWELL-CONSOLIDATION TEST RESULTS

FIGURES 6 and 7 - GRADATION TEST RESULTS

TABLE 1- SUMMARY OF LABORATORY TEST RESULTS

PURPOSE AND SCOPE OF STUDY

This report presents the results of a subsoil study for proposed residences to be located on Lots 95 and 96, Cardiff Glen, Glenwood Springs, Colorado. The project site is shown on Figure 1. The purpose of the study was to develop recommendations for the foundation design. The study was conducted in accordance with our agreement for geotechnical engineering services to Village Homes dated February 26, 2007. Hepworth-Pawlak Geotechnical, Inc. previously conducted a preliminary geotechnical study for development of Cardiff Glen and presented our findings in a report dated March 31, 1999, Job No. 199 197.

A field exploration program consisting of exploratory borings was conducted to obtain information on the subsurface conditions. Samples of the subsoils obtained during the field exploration were tested in the laboratory to determine their classification, compressibility or swell and other engineering characteristics. The results of the field exploration and laboratory testing were analyzed to develop recommendations for foundation types, depths and allowable pressures for the proposed building foundation. This report summarizes the data obtained during this study and presents our conclusions, design recommendations and other geotechnical engineering considerations based on the proposed construction and the subsurface conditions encountered.

PROPOSED CONSTRUCTION

There will be three buildings on Lot 95 consisting of two single family residences and a five unit townhouse. One single family residence and four multi-family townhouses are planned on Lot 96. The townhouses on Lot 96 will be three, five unit buildings and an eight unit building. The proposed residences will be two story wood frame structures over crawlspaces. An optional garage is located at the north side of Lot 95 development. Grading for the structures is assumed to be relatively minor with cut depths between about 3 to 5 feet. We assume relatively light foundation loadings, typical of the proposed type of construction.

If building loadings, location or grading plans change significantly from those described above, we should be notified to re-evaluate the recommendations contained in this report.

SITE CONDITIONS

Lots 95 and 96 were being used as construction staging areas at the time of our field exploration. There were piles of fill and construction materials on the sites. The ground surface on each of the lots is relatively flat with gentle slopes down to the north. There is about 3 to 5 feet of elevation difference across each of the lots. Vegetation consists of sparse grass and weeds. Cobbles and boulders were exposed on the ground surface.

FIELD EXPLORATION

The field exploration for the project was conducted between March 14 and 22, 2007. Twenty exploratory borings were drilled at the locations shown on Figures 1 and 1A to evaluate the subsurface conditions. The borings were advanced with 4 inch diameter continuous flight augers powered by a truck-mounted CME-45B drill rig. The borings were logged by a representative of Hepworth-Pawlak Geotechnical, Inc.

Samples of the subsoils were taken with 1⅜ inch and 2 inch I.D. spoon samplers. The samplers were driven into the subsoils at various depths with blows from a 140 pound hammer falling 30 inches. This test is similar to the standard penetration test described by ASTM Method D-1586. The penetration resistance values are an indication of the relative density or consistency of the subsoils. Depths at which the samples were taken and the penetration resistance values are shown on the Logs of Exploratory Borings, Figures 2 and 3. The samples were returned to our laboratory for review by the project engineer and testing.

SUBSURFACE CONDITIONS

Graphic logs of the subsurface conditions encountered at the site are shown on Figures 2 and 3. The subsoils generally consist of between about 2 and 5 feet of clay with gravel and cobble fill overlying relatively dense, slightly silty to silty sandy gravel with cobbles and boulders. There was a 3 to 3½ foot layer of medium stiff to stiff, sandy silty clay between the fill and natural gravels in Borings 5 and 19. About 1½ feet of organic topsoil was encountered above the gravels in Borings 8 and 9. Drilling in the dense granular soils with auger equipment was difficult due to the cobbles and boulders and drilling refusal was encountered in the deposit.

Laboratory testing performed on samples obtained from the borings included natural moisture content, density and gradation analyses. Results of swell-consolidation testing performed on a relatively undisturbed drive sample of the clay soils, presented on Figure 5, indicate low to moderate compressibility under conditions of loading and wetting. Results of gradation analyses performed on small diameter drive samples (minus 1½ inch fraction) of the coarse granular subsoils are shown on Figures 6 and 7. The laboratory testing is summarized in Table 1.

No free water was encountered in the borings at the time of drilling and the subsoils were slightly moist to moist.

FOUNDATION BEARING CONDITIONS

Between 2 and 5 feet of existing fill was encountered above the natural subsoils in the borings drilled on the two lots. The existing fill soils are predominantly granular, but have a variable density with unknown compactive effort, and should be completely removed below building areas. After removal, the existing fill soils or imported granular fill, excluding rock larger than 6 inches, vegetation and topsoil can be used as structural fill to re-establish design footing or slab grades.

DESIGN RECOMMENDATIONS

FOUNDATIONS

Considering the subsurface conditions encountered in the exploratory borings and the nature of the proposed construction, we recommend the buildings be founded with spread footings bearing on the natural subsoils or compacted structural fill.

The design and construction criteria presented below should be observed for a spread footing foundation system.

1) Footings placed on the undisturbed natural subsoils or compacted structural fill should be designed for an allowable bearing pressure of 1,500 psf. Footings placed on the natural gravel soils or granular compacted structural fill placed on the gravels can be designed for an allowable soil bearing pressure of 3,000 psf. Based on experience, we expect settlement of footings designed and constructed as discussed in this section will be about 1 inch or less.
2) The footings should have a minimum width of 16 inches for continuous walls and 2 feet for isolated pads.
3) Exterior footings and footings beneath unheated areas should be provided with adequate soil cover above their bearing elevation for frost protection. Placement of foundations at least 36 inches below exterior grade is typically used in this area.
4) Continuous foundation walls should be reinforced top and bottom to span local anomalies such as by assuming an unsupported length of at least 10 feet. Foundation walls acting as retaining structures should also be designed to resist a lateral earth pressure corresponding to an equivalent fluid unit weight of at least 50 pcf.
5) All existing fill, topsoil and any loose or disturbed soils should be removed and the footing bearing level extended down to the natural soils. As an alternative, design bearing levels can be re-established with compacted

structural fill. The fill should be a granular material compacted to at least 100% of standard Proctor density at a moisture content near optimum. The fill should extend laterally beyond the footings at least equal to the depth of fill below the footings. The exposed soils in footing area should then be moistened and compacted.

6) A representative of the geotechnical engineer should observe all footing excavations prior to concrete placement to evaluate bearing conditions.

FLOOR SLABS

The natural on-site soils, exclusive of topsoil and existing fill, are suitable to support lightly loaded slab-on-grade construction. To reduce the effects of some differential movement, floor slabs should be separated from all bearing walls and columns with expansion joints which allow unrestrained vertical movement. Floor slab control joints should be used to reduce damage due to shrinkage cracking. The requirements for joint spacing and slab reinforcement should be established by the designer based on experience and the intended slab use. A minimum 4 inch layer of sand and gravel should be placed beneath interior slabs-on-grade as a leveling course and for subgrade support. This material should consist of minus 2 inch aggregate with at least 50% retained on the No. 4 sieve and less than 12% passing the No. 200 sieve.

All fill materials for support of floor slabs should be compacted to at least 95% of maximum standard Proctor density at a moisture content near optimum. Required fill can consist of the on-site granular soils devoid of vegetation, topsoil and oversized rock.

SURFACE DRAINAGE

The following drainage precautions should be observed during construction and maintained at all times after the residences have been completed:

1) Inundation of the foundation excavations and underslab areas should be avoided during construction.

2) Exterior backfill should be adjusted to near optimum moisture and compacted to at least 95% of the maximum standard Proctor density in pavement and slab areas and to at least 90% of the maximum standard Proctor density in landscape areas.

3) The ground surface surrounding the exterior of the buildings should be sloped to drain away from the foundation in all directions. We recommend a minimum slope of 6 inches in the first 10 feet in unpaved areas and a minimum slope of 3 inches in the first 10 feet in paved areas.

4) Roof downspouts and drains should discharge well beyond the limits of all backfill.

5) Irrigation sprinkler heads and landscaping which requires regular heavy irrigation, such as sod, should be located at least 5 feet from foundation walls.

PAVEMENT SECTION

We understand that asphalt pavement is proposed for the access streets into the development and for parking areas. Traffic loadings were not available at the time of our report. The subgrade soils encountered below the existing fill at the site generally consist of gravel alluvium which is a good material for pavement support and likely have a Hveem 'R' value of at least 50. The fill and clay soils could be subexcavated to provide a gravel subgrade throughout pavement areas. On-site granular materials or imported fill will likely be needed for the roadway construction. The import soil should be a sand and gravel soil with a minimum Hveem stabilometer 'R' value of 50. Based on our experience, an 18 kip EDLA of 15, a Regional Factor of 2.0 and a serviceability index of 2.0, we recommend the minimum pavement section thickness consist of 3 inches of asphalt on 8 inches of base course.

The asphalt should be a batched hot mix, approved by the engineer and placed and compacted to the project specifications. The base course and any subbase material should meet CDOT Class 6 and Class 2 specifications, respectively. All base course, subbase

and required subgrade fill should be compacted to at least 95% of the maximum standard Proctor density at a moisture content within 2% of optimum.

Required fill to establish design subgrade level can consist of the on-site soils or suitable imported granular soils approved by the geotechnical engineer. Prior to fill placement the subgrade should be scarified to a depth of 8 inches (excluding dense gravels), adjusted to near optimum moisture and compacted to at least 95% of standard Proctor density. In soft or wet areas, the subgrade may require drying or stabilization prior to fill placement. A geogrid and/or subexcavation and replacement with aggregate base soils may be needed for the stabilization. The subgrade should be proofrolled. Areas that deflect excessively should be corrected before placing pavement materials. The subgrade improvements and placement and compaction of base and asphalt materials should be monitored on a regular basis by a representative of the geotechnical engineer. Once traffic loadings are better known, we should review our pavement section recommendations.

LIMITATIONS

This study has been conducted in accordance with generally accepted geotechnical engineering principles and practices in this area at this time. We make no warranty either express or implied. The conclusions and recommendations submitted in this report are based upon the data obtained from the exploratory borings drilled at the locations indicated on Figure 1, the proposed type of construction and our experience in the area. Our services do not include determining the presence, prevention or possibility of mold or other biological contaminants (MOBC) developing in the future. If the client is concerned about MOBC, then a professional in this special field of practice should be consulted. Our findings include interpolation and extrapolation of the subsurface conditions identified at the exploratory borings and variations in the subsurface conditions may not become evident until excavation is performed. If conditions encountered during construction appear different from those described in this report, we should be notified so that re-evaluation of the recommendations may be made.

This report has been prepared for the exclusive use by our client for design purposes. We are not responsible for technical interpretations by others of our information. As the project evolves, we should provide continued consultation and field services during construction to review and monitor the implementation of our recommendations, and to verify that the recommendations have been appropriately interpreted. Significant design changes may require additional analysis or modifications to the recommendations presented herein. We recommend on-site observation of excavations and foundation bearing strata and testing of structural fill by a representative of the geotechnical engineer.

Respectfully Submitted,

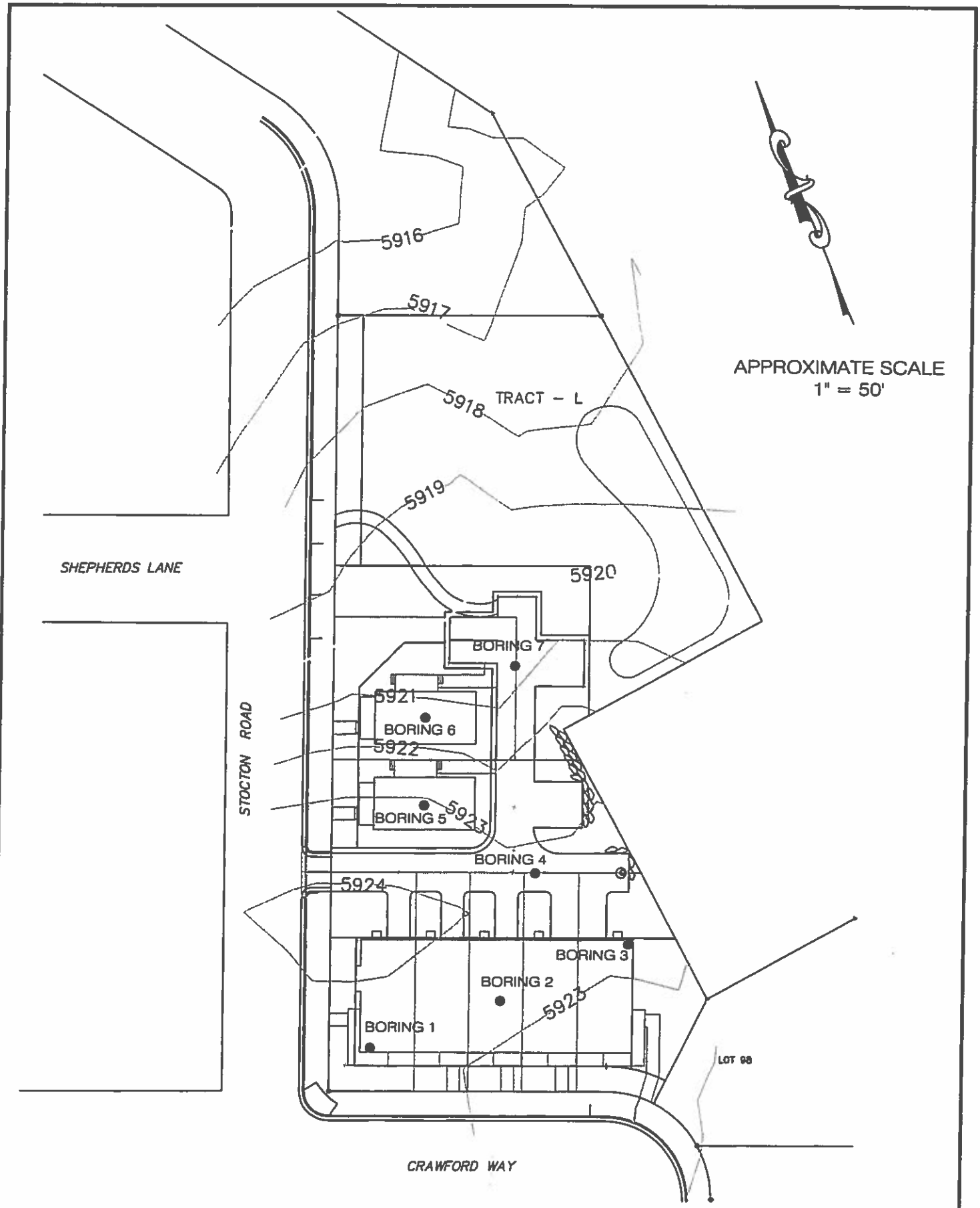
HEPWORTH - PAWLAK GEOTECHNICAL, INC.

Jordy Z. Adamson, Jr., P.E.

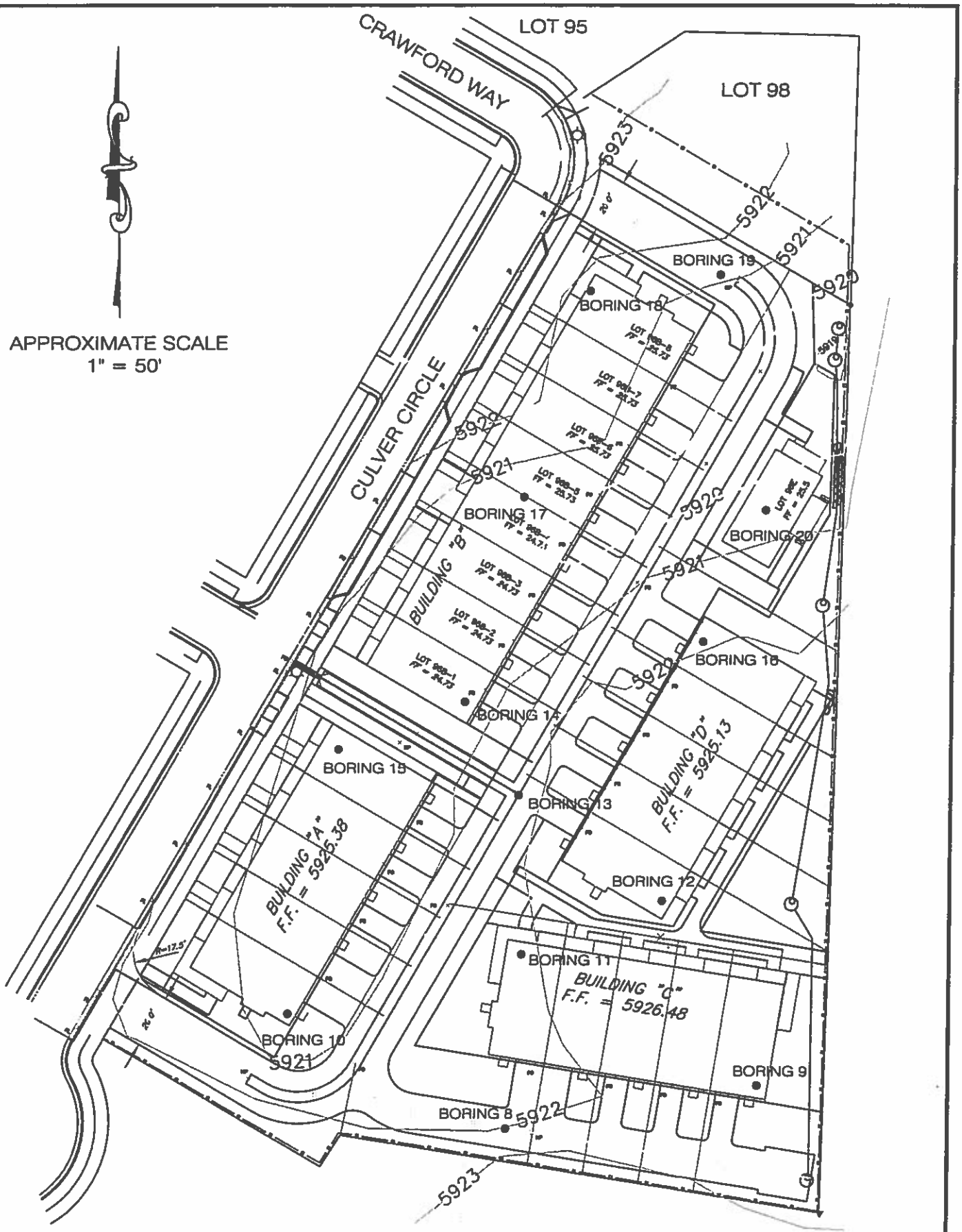
Reviewed by:

Steven L. Pawlak, P.E.

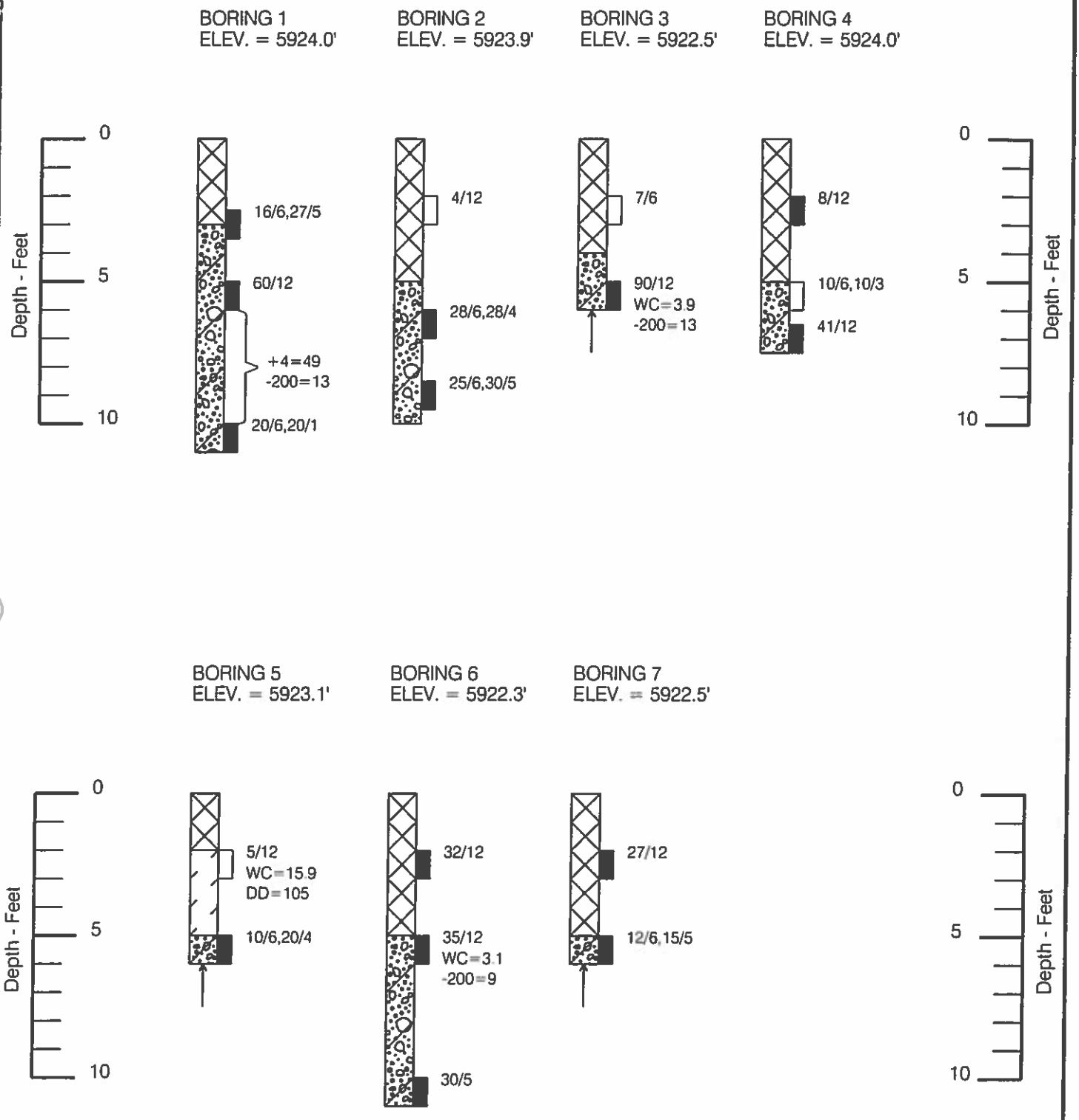
JZA/vad



107 0101	HP Geotech Hepworth–Pawlak Geotechnical	LOCATION OF EXPLORATORY BORINGS - LOT 95	Figure 1

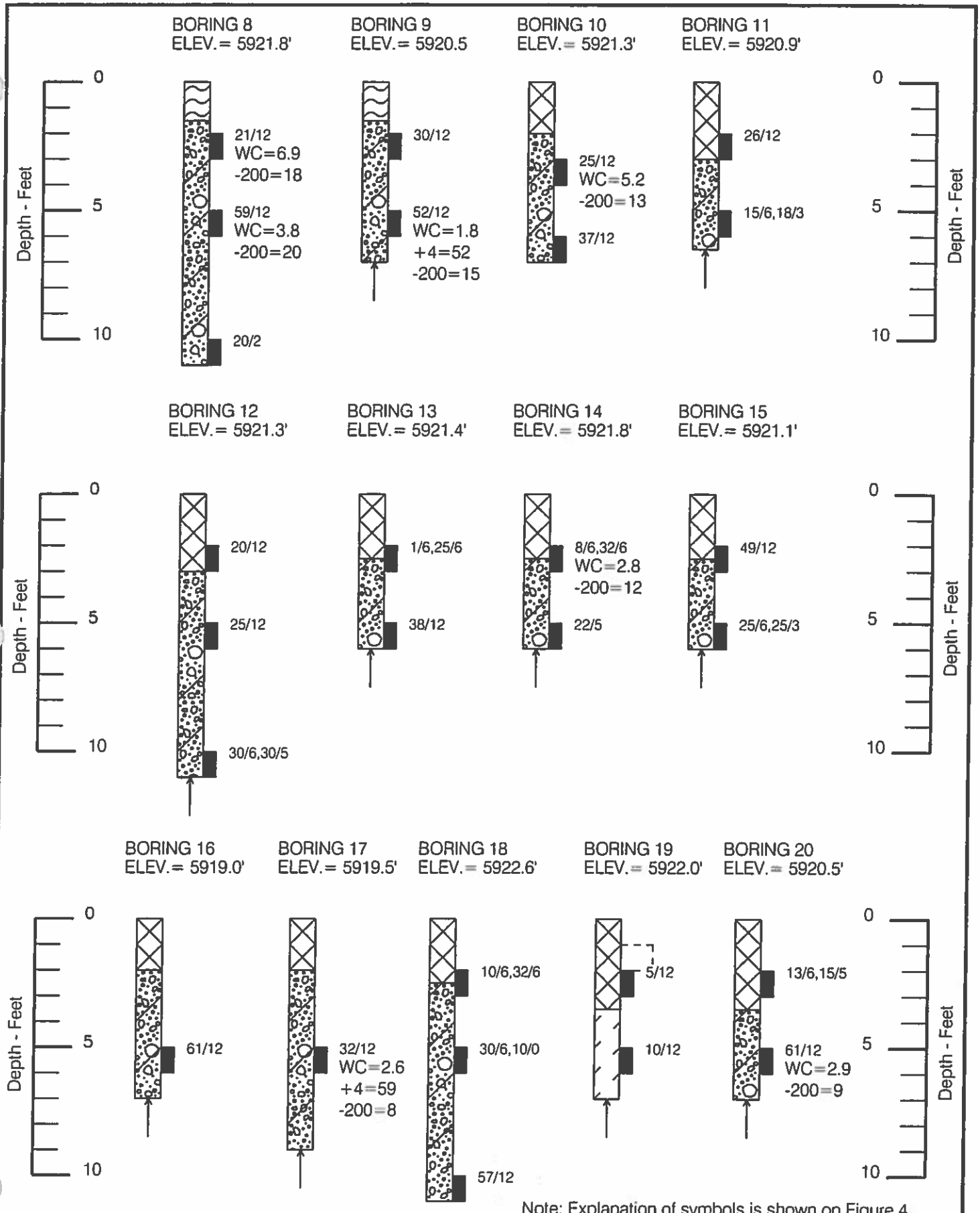


107 0101	HP Geotech Hepworth–Pawlak Geotechnical	LOCATION OF EXPLORATORY BORINGS - LOT 96	Figure 1A



Note: Explanation of symbols is shown on Figure 4.

107 0101	HP Geotech Hepworth–Pawlak Geotechnical	LOGS OF EXPLORATORY BORINGS - LOT 95	Figure 2



Note: Explanation of symbols is shown on Figure 4.

107 0101	HP Geotech Hepworth-Pawlak Geotechnical	LOGS OF EXPLORATORY BORINGS - LOT 96	Figure 3

LEGEND:

FILL; sandy silty clay with gravel, cobbles, and scattered boulders, organics, loose to medium dense, slightly moist to moist, brown to dark brown.

TOPSOIL; sandy silty clay, organics, firm, moist, dark brown.

CLAY (CL); silty, sandy, medium stiff to stiff, slightly moist to moist, brown to reddish brown.

GRAVEL (GP-GM); sandy, slightly silty to silty, with cobbles and boulders, medium dense to dense, slightly moist, brown, subrounded to rounded rocks.

Relatively undisturbed drive sample; 2-inch I.D. California liner sample.

Drive sample; standard penetration test (SPT), 1 3/8 inch I.D. split spoon sample, ASTM D-1586.

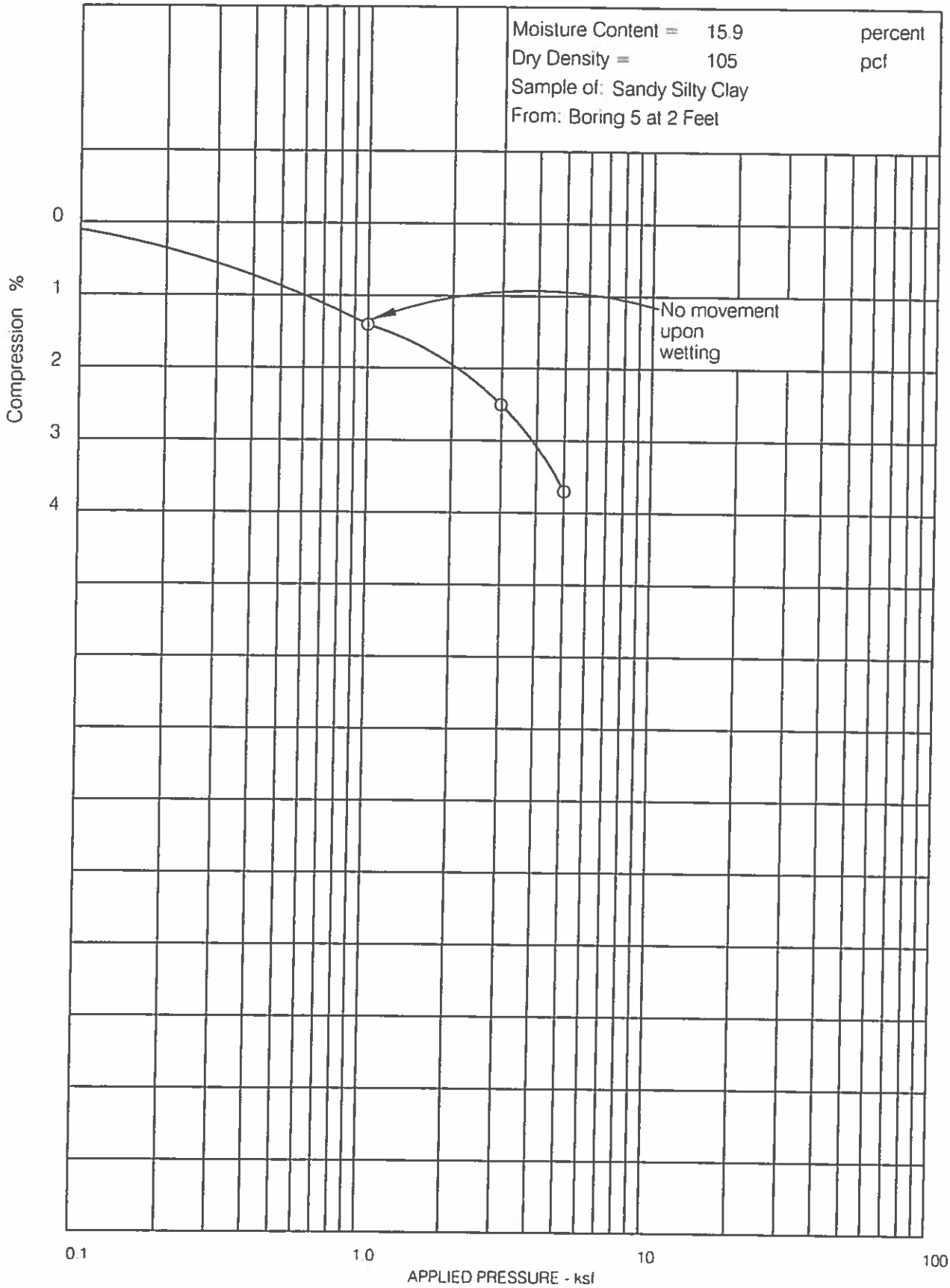
4/12 Drive sample blow count; indicates that 4 blows of a 140 pound hammer falling 30 inches were required to drive the California or SPT sampler 12 inches.

Practical drilling refusal. Where shown above bottom of log, indicates that multiple attempts were made to advance the boring.

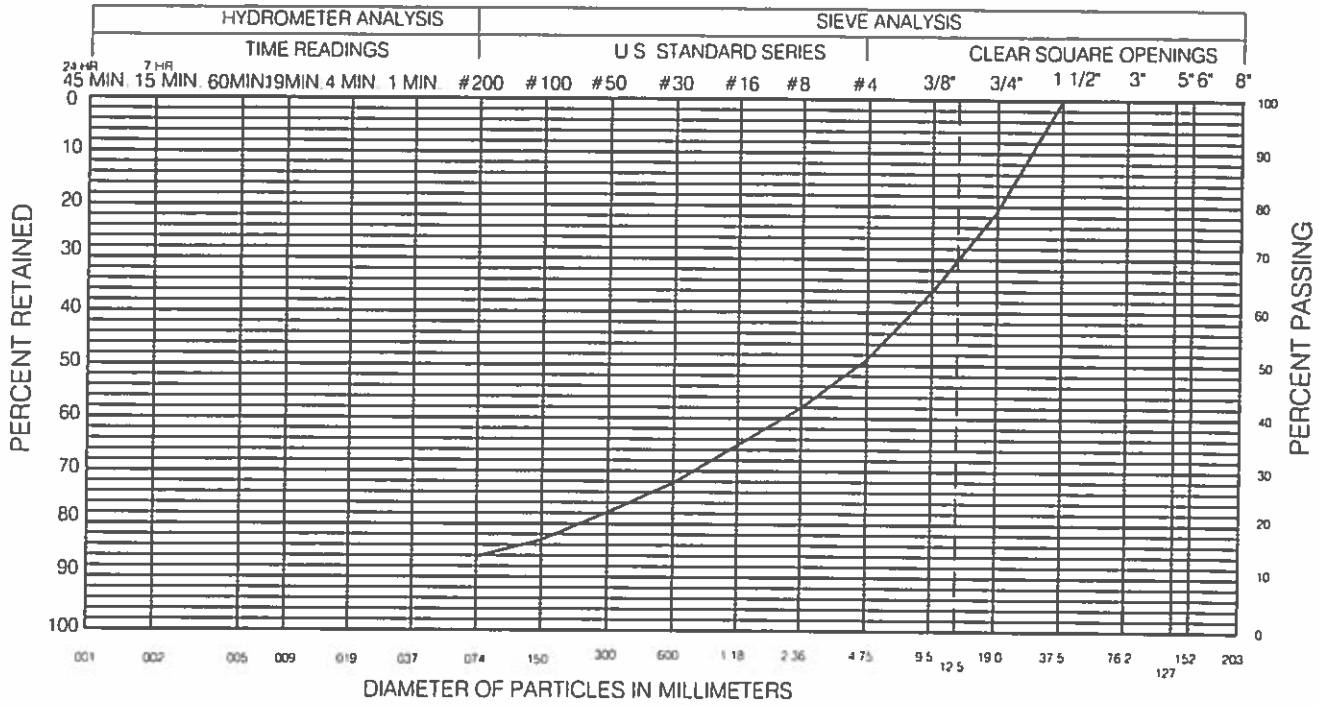
NOTES:

1. Exploratory borings were drilled between March 14 and 22, 2007 with 4-inch diameter continuous flight power auger.
2. Locations of exploratory borings were measured approximately by pacing from features shown on the site plan provided.
3. Elevations of exploratory borings were obtained from the survey stakes at each of the boring locations.
4. The exploratory boring locations and elevations should be considered accurate only to the degree implied by the method used.
5. The lines between materials shown on the exploratory boring logs represent the approximate boundaries between material types and transitions may be gradual.
6. No free water was encountered in the borings at the time of drilling. Fluctuation in water level may occur with time.
7. Laboratory Testing Results:
   WC = Water Content (%)
   DD = Dry Density (pcf)
   -200 = Percent passing No. 200 sieve

107 0101	HP Geotech Hepworth–Pawlak Geotechnical	LEGEND AND NOTES	Figure 4



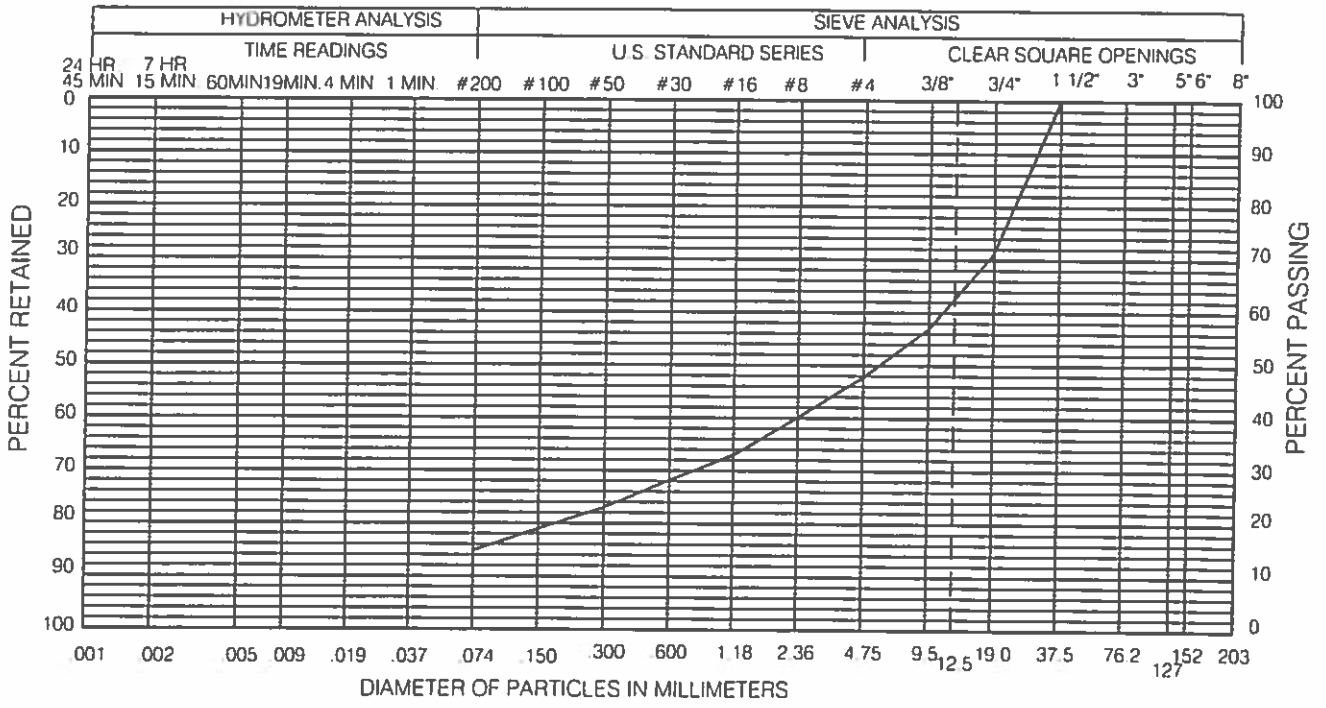
107 0101	HP Geotech HEPWORTH-PAWLAK GEOTECHNICAL	SWELL-CONSOLIDATION TEST RESULTS	Figure 5



GRAVEL 49 % SAND 38 % SILT AND CLAY 13 %

LIQUID LIMIT % PLASTICITY INDEX %

SAMPLE OF: Silty Sandy Gravel FROM: Boring 1 at 5 and 10 Feet

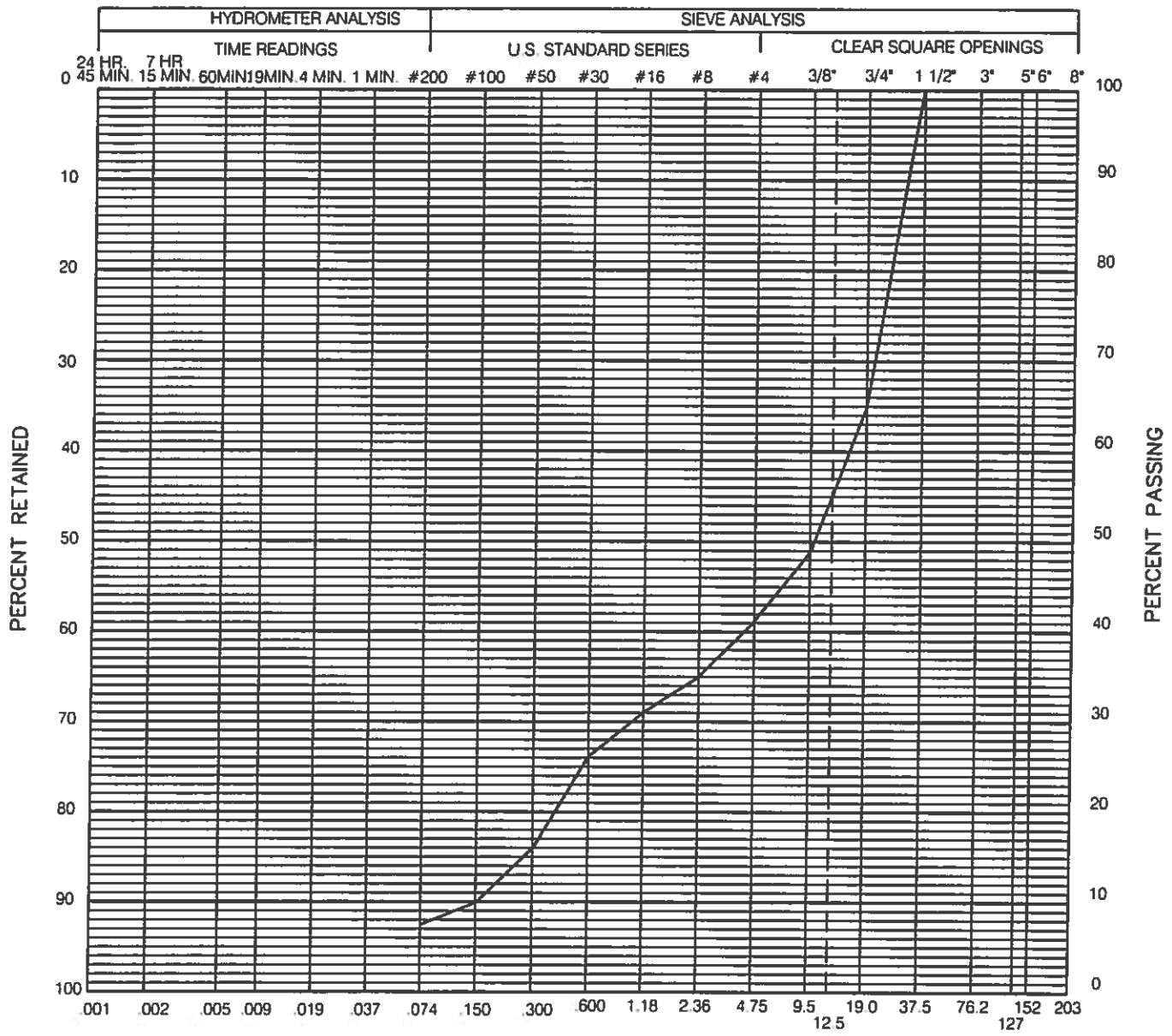


GRAVEL 52 % SAND 33 % SILT AND CLAY 15 %

LIQUID LIMIT % PLASTICITY INDEX %

SAMPLE OF: Silty Sandy Gravel FROM: Boring 9 at 5 Feet

107 0101	HP Geotech HEPWORTH-PAWLAK GEOTECHNICAL	GRADATION TEST RESULTS	Figure 6



GRAVEL 59 % SAND 33 % SILT AND CLAY 8 %

LIQUID LIMIT % PLASTICITY INDEX %

SAMPLE OF: Slightly Silty Sandy Gravel FROM: Boring 17 at 5 Feet

107 0101	HP Geotech Hepworth–Pawlak Geotechnical	GRADATION TEST RESULTS	Figure 7

HEPWORTH-PAWLAK GEOTECHNICAL, INC.

TABLE 1

SUMMARY OF LABORATORY TEST RESULTS

Job No. 107 0101

SAMPLE LOCATION		NATURAL MOISTURE CONTENT	NATURAL DRY DENSITY	GRADATION		PERCENT PASSING NO. 200 SIEVE	ATTERBERG LIMITS		UNCONFINED COMPRESSIVE STRENGTH		SOIL OR BEDROCK TYPE
BORING	DEPTH (ft)	(%)	(pcf)	GRAVEL (%)	SAND (%)		LIQUID LIMIT (%)	PLASTIC INDEX (%)	(PSF)		
1	5 and 10 combined	2.6		49	38	13					Silty Sandy Gravel
3	5	3.9				13					Silty Sandy Gravel
5	2	15.9	105								Sandy Silty Clay
6	5	3.1				9					Slightly Silty Sandy Gravel
8	2	6.9				18					Silty Sandy Gravel
	5	3.8				20					Silty Sandy Gravel
9	5	1.8		52	33	15					Silty Sandy Gravel
10	3	5.2				13					Silty Sandy Gravel
14	2	2.8				12					Silty Sandy Gravel
17	5	2.6		59	33	8					Slightly Silty Sandy Gravel
20	5	2.9				9					Slightly Silty Sandy Gravel

H-P≋KUMAR
Geotechnical Engineering | Engineering Geology
Materials Testing | Environmental

5020 County Road 154
Glenwood Springs, CO 81601
Phone: (970) 945-7988
Fax: (970) 945-8454
Email: hpkglenwood@kumarusa.com

Office Locations: Denver (HQ), Parker, Colorado Springs, Fort Collins, Glenwood Springs, Summit County, Colorado

October 4, 2018

Cardiff 96, LLC
Attn: Abdi Pirzadeh
110 Spur Drive
Glenwood Springs, CO 81601
(abdi@aspenbuilt.net)

Project No. 18-7-506

Subject: Percolation Testing, Proposed Detention Basin, Lot 96, Cardiff Glen, Stockton Road and Culver Circle, Glenwood Springs, Colorado

Gentlemen:

As requested, H-P/Kumar performed percolation testing at the subject site. The work was done as additional services to, and in accordance with, our agreement for professional services to Cardiff 96, LLC, dated August 6, 2018. Hepworth-Pawlak Geotechnical (now H-P/Kumar) performed a subsoil study for the property and presented the findings in a report dated May 14, 2007, Job No. 107 0101

A percolation test hole was excavated with a backhoe on October 4, 2018 in the area of the proposed detention basin in the southeastern part of Lot 96. The subsoils exposed in the percolation test hole consisted of about 1 foot of topsoil overlying about 2 feet of previously placed fill material consisting of silty sandy gravel and cobbles. Native silty sandy gravel and cobbles were exposed in the bottom of the pit depth of 3 feet. No free water was observed in the pit and the soils were slightly moist to moist. A percolation test hole was hand dug in the bottom of the shallow backhoe pit and filled with water.

Percolation testing was conducted by a representative of H-P/Kumar. The percolation test results are summarized on Table 1. The average percolation rate was 10 min/in.

If you have any questions or need further assistance, please call our office.

Sincerely,

H-P≋KUMAR

Robert L. Duran, E. I.

Reviewed by:

COLORADO LICENSED
DANIEL E. HARDIN
24143
PROFESSIONAL ENGINEER

Daniel E. Hardin, P.E. 10/5/18

RLD/kac

attachments Table 1 - Percolation Test Results

cc: Ian Hause (creativeresultsconsulting@yahoo.com)
Hans Brucker (pinnacledesign@sopris.net)

H-P≈KUMAR

TABLE 1
PERCOLATION TEST RESULTS

PROJECT NO. 18-7-506

HOLE NO.	HOLE DEPTH (INCHES)	LENGTH OF INTERVAL (MIN)	WATER DEPTH AT START OF INTERVAL (INCHES)	WATER DEPTH AT END OF INTERVAL (INCHES)	DROP IN WATER LEVEL (INCHES)	AVERAGE PERCOLATION RATE (MIN./INCH)
1	30	5	6	4½	1½	10
			4½	4	½	
			4	3½	½	
		Water added	5½	5	½	
			5	4½	½	
			4½	4	½	
			4	3½	½	

Note: The percolation test hole was hand dug in the bottom of a backhoe pit on October 4, 2018. Percolation testing was conducted on October 4, 2018. The average percolation rate was based on the last three readings of the test.

HEPWORTH-PAWLAK GEOTECHNICAL, INC.

[illegible] Road 154
Glenwood Springs, CO 81601

Fax 970 945-8454
Phone 970 945-7988

RECEIVED
AUG 0 4 1999
PARTAIN
CONSTRUCTION, INC.

PRELIMINARY GEOTECHNICAL STUDY
PROPOSED CARDIFF GLEN DEVELOPMENT
BETWEEN MIDLAND AVENUE AND GLENWOOD AIRPORT
GLENWOOD SPRINGS, COLORADO

JOB NO. 199 197

MARCH 31, 1999

cc: HARRY GARNER
9-10-99

PREPARED FOR:

CARDIFF GLEN
C/O BAKER FALLIN ASSOCIATES
ATTN: JOHN BAKER
1001 SOUTH GRAND AVENUE, SUITE 211
GLENWOOD SPRINGS, COLORADO 81601

HEPWORTH - PAWLAK GEOTECHNIC[illegible], INC.

March 31, 1999

Cardiff Glen
c/o Baker Fallin Associates
Attn: John Baker
1001 South Grand Avenue, Suite 211
Glenwood Springs, Colorado 81601

Job No. 199 197

Subject: Report Transmittal, Preliminary Geotechnical Study, Proposed Cardiff Glen Development, Between Midland Avenue and Glenwood Airport, Glenwood Springs, Colorado.

Dear Mr. Baker:

As requested, we have conducted a geotechnical study for the proposed development at the subject site. The findings are considered suitable for planning and preliminary design.

Subsurface conditions encountered in the exploratory borings drilled in the proposed development area generally consist of about ½ to 2½ feet of fill and debris overlying relatively dense silty sandy gravel with cobbles and boulders. About 6 feet of fill was encountered in Boring 1 at the southwest corner of the property. Groundwater was not encountered in the borings and the soils were slightly moist to moist.

Spread footings placed on the natural subsoils below the existing fill or compacted structural fill and designed for an allowable bearing pressure of in the range of 1,500 to 3,000 psf appear suitable for building support. Foundations and slabs should bear below the existing fill and debris. Site specific studies should be conducted for individual building design within the development.

The report which follows describes our exploration, summarizes our findings, and presents our recommendations suitable for planning and preliminary design. It is important that we provide consultation during design, and field services during construction to review and monitor the implementation of the geotechnical recommendations.

If you have any questions regarding this report, please contact us.

Sincerely,

HEPWORTH - PAWLAK GEOTECHNICAL, INC.

Jordy Z. Adamson, Jr., P.E.

Rev. By: SLP

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- FLOOR SLABS 4
- UNDERDRAIN SYSTEM 5
- SURFACE DRAINAGE 5
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PURPOSE AND SCOPE OF STUDY

This report presents the results of a preliminary geotechnical study for the proposed residential development to be located between Midland Avenue and the Glenwood Airport in Glenwood Springs, Colorado. The project site is shown on Fig. 1. The purpose of the study was to evaluate the geologic and subsurface conditions and their impact on the project. The study was conducted in accordance with our proposal for geotechnical engineering services to Cardiff Glen, dated February 23, 1999.

A field exploration program consisting of a reconnaissance and exploratory borings was conducted to obtain information on the site and subsurface conditions. Samples of the subsoils obtained during the field exploration were tested in the laboratory to determine their classification and other engineering characteristics. The results of the field exploration and laboratory testing were analyzed to develop recommendations for project planning and preliminary design. This report summarizes the data obtained during this study and presents our conclusions and recommendations based on the proposed development and subsurface conditions encountered.

PROPOSED DEVELOPMENT

The proposed development will consist of a single family residential subdivision with limited commercial areas as shown on Fig. 1. Interconnecting roadways will provide access to the lots. Midland Avenue will be improved along the project boundary. We assume the residences will be typical of the area and be two to three stories with a partial or full basement. Grading for the development is assumed to be relatively minor. The development will be serviced with municipal water and sewer systems.

If development plans change significantly from those described, we should be notified to re-evaluate the recommendations presented in this report.

SITE CONDITIONS

The proposed development area was vacant at the time of our field work. The development area is bounded by County Road 116 (Midland Avenue), Sopris Elementary School and the Glenwood Airport property. The ground surface is gently rolling with a slight slope down to the north-northwest. There is less than about 20 feet of elevation difference across the development area. A ditch is located along the eastern property line. Abandoned coke ovens are located to the southeast of the property. Debris and slag fill from the operation of the ovens is scattered over much of the site. Piles of fill up to about 3 feet high are located in the northwestern part of the property. Vegetation consists of sparse grass, weeds and sagebrush.

GEOLOGIC CONDITIONS

The project site is located on gravel terrace deposits of the Roaring Fork River (Kirkham and Others, 1995). We expect the gravel alluvium is on the order of about 70 feet deep in this area. The gravel alluvium is underlain by the Eagle Valley Formation in this area (Kirkham and Others, 1995). These rocks are a sequence of maroon and grayish-red sandstone, conglomerate and mudstone with some gypsum. The site lies outside areas identified by The City of Glenwood Springs as having debris flow and hydrocompressive soil hazards (Lincoln-DeVore, 1978).

FIELD EXPLORATION

The field exploration for the project was conducted on March 5, 1999. Eight exploratory borings were drilled at the locations shown on Fig. 1 to evaluate the subsurface conditions. The borings were advanced with 4 inch diameter continuous flight auger powered by a truck-mounted Longyear BK-51HD drill rig. The borings were logged by a representative of Hepworth-Pawlak Geotechnical, Inc.

Samples of the subsoils were taken with 1⅜ inch and 2 inch I.D. spoon samplers. The samplers were driven into the subsoils at various depths with blows from a 140 pound hammer falling 30 inches. This test is similar to the standard penetration test described by ASTM Method D-1586. The penetration resistance values are an indication of the relative density or consistency of the subsoils. Depths at which the samples were taken and the penetration resistance values are shown on the Logs of Exploratory Borings, Fig. 2. The samples were returned to our laboratory for review by the project engineer and testing.

SUBSURFACE CONDITIONS

Graphic logs of the subsurface conditions encountered at the site are shown on Fig. 2. The subsoils generally consist of about ½ to 2½ feet of fill and debris overlying relatively dense, silty sandy gravel containing cobbles and boulders. About 6 feet of fill was encountered in Boring 1. Between about 1 and 2½ feet of sandy silt and clay was encountered in Borings 4, 7 and 8 above the gravels. Drilling in the dense gravel with auger equipment was difficult due to the cobbles and boulders and drilling refusal was encountered in the deposit.

Laboratory testing performed on samples obtained from the borings included natural moisture content, Atterberg limits and gradation analyses. Results of gradation analyses performed on small diameter drive samples (minus ¾ and 1½ inch fraction) of the more granular soils are shown on Fig. 4. The laboratory testing is summarized in Table I.

No free water was encountered in the borings at the time of drilling and the subsoils were slightly moist to moist.

PRELIMINARY DESIGN RECOMMENDATIONS

Development of the property should be feasible based on geotechnical considerations. The existing fill and debris should be removed from building and

pavement areas. Structural fill could be needed in areas of existing fill to re-establish design bearing levels. The conclusions and recommendations presented below are based on the proposed development, subsurface conditions encountered in the exploratory borings, and our experience in the area. The recommendations are suitable for planning and preliminary design but site specific studies should be conducted for individual lot development.

FOUNDATIONS

Bearing conditions will vary depending on the specific location of the building on the property. Based on the nature of the proposed construction spread footings bearing on the natural subsoils or compacted structural fill should be suitable at the building sites. We expect the footings can be sized for an allowable bearing pressure in the range of 1,500 psf to 3,000 psf. The existing fill is not suitable for support of structures. The silt and clay soils could tend to settle when loaded and wetted and result in post construction settlement. As an alternative the fill and fine grained soils could be subexcavated and design bearing levels re-established with properly compacted structural fill. Foundation walls should be designed to span local anomalies and to resist lateral earth loadings when acting as retaining structures. Below grade areas and retaining walls should be protected from wetting and hydrostatic loading by use of an underdrain system. The footings should have a minimum depth of 36 inches for frost protection.

FLOOR SLABS

Slab-on-grade construction should be feasible for bearing on the natural soils. There could be some post construction slab movement at sites with the fine grained soils which could be collapsible. The existing fill and debris should be removed from building areas. To reduce the effects of some differential movement, floor slabs should be separated from all bearing walls and columns with expansion joints. Floor slab control joints should be used to reduce damage due to shrinkage cracking. A minimum 4 inch thick layer of free-draining gravel should underlie basement level slabs to

facilitate drainage. Structural fill that supports floor slabs should be properly placed and compacted to at least 95% of standard Proctor density at a moisture content near optimum.

UNDERDRAIN SYSTEM

Although free water was not encountered in the exploratory borings, it has been our experience in the area that local perched groundwater can develop during times of heavy precipitation or seasonal runoff. An underdrain system should be provided to protect below-grade construction, such as retaining walls and basement areas from wetting and hydrostatic pressure buildup. The drains should consist of drainpipe surrounded above the invert level with free-draining granular material. The drain should be placed at each level of excavation and at least 1 foot below lowest adjacent finish grade and sloped at a minimum 1% to a suitable gravity outlet. Shallow crawlspace areas should not need a perimeter foundation drain provided backfill is well compacted and there is a positive slope away from the building.

SURFACE DRAINAGE

The grading plan for the subdivision should consider runoff from off site sources through the project and at individual sites. Water should not be allowed to pond which could impact slope stability, foundations and pavement areas. To limit infiltration into the bearing soils next to buildings, exterior backfill should be compacted to at least 90% of standard Proctor density and have a positive slope away from the building for a distance of 10 feet. Roof downspouts and drains should discharge well beyond the limits of all backfill and landscape irrigation should be restricted.

PAVEMENT SUBGRADE

We understand that widening and upgrading of Midland Avenue will be done as part of the Cardiff Glen project. A subsoil study had been conducted by Chen Northern, Inc. for evaluation of the subgrade conditions along Midland Avenue (Chen-Northern, 1991). The near surface subsoils encountered in the project area typically

consisted of man-placed coal-coke and soil mixtures underlain by sandy silt and clay soils. Relatively dense sandy gravel with cobbles and boulders was encountered beneath the silt and clay. A Hveem stabilometer 'R' value of 15 had been determined by Chen-Northern for the fine grained soils. The underlying gravels are a good material for pavement support and likely have a Hveem stabilometer 'R' value of at least 50. The fill, silt and clay soils could be subexcavated to provide a gravel subgrade throughout pavement areas. The silt and clay soils are several feet thick below Midland Avenue. Structural fills should be compacted to at least 95% of the maximum standard Proctor density near optimum moisture content. Prior to fill placement, the subgrade should be carefully prepared by removing all vegetation, topsoil and existing fill and compacting to at least 95% of standard Proctor density near optimum moisture content. The on-site soils excluding oversized rock and debris should be suitable for use in embankment fills.

LIMITATIONS

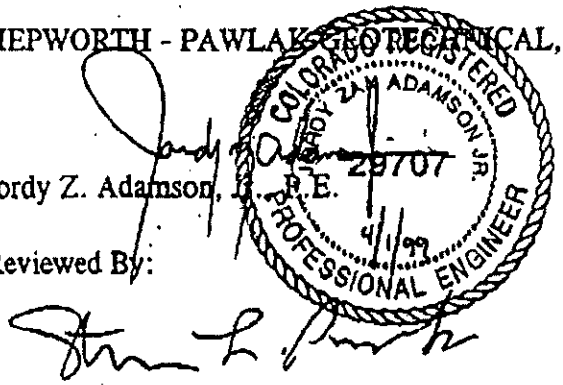
This study has been conducted according to generally accepted geotechnical engineering principles and practices in this area at this time. We make no warranty either expressed or implied. The conclusions and recommendations submitted in this report are based upon the data obtained from the field reconnaissance, review of published geologic reports, the exploratory borings located as shown on Fig. 1, the proposed type of construction and our experience in the area. Our findings include interpolation and extrapolation of the subsurface conditions identified at the exploratory borings and variations in the subsurface conditions may not become evident until excavation is performed. If conditions encountered during construction appear different from those described in this report, we should be notified so that re-evaluation of the recommendations may be made.

This report has been prepared for the exclusive use by our client for planning and preliminary design purposes. We are not responsible for technical interpretations by others of our information. As the project evolves, we should provide continued

consultation, conduct additional evaluations and review and monitor the implementation of our recommendations. Significant design changes may require additional analysis or modifications to the recommendations presented herein. We recommend on-site observation of excavations and foundation bearing strata and testing of structural fill by a representative of the geotechnical engineer.

Respectfully Submitted,

HEPWORTH - PAWLAK GEOTECHNICAL, INC.



Jordy Z. Adamson, Jr., P.E.

Reviewed By:

Steven L. Pawlak, P.E.

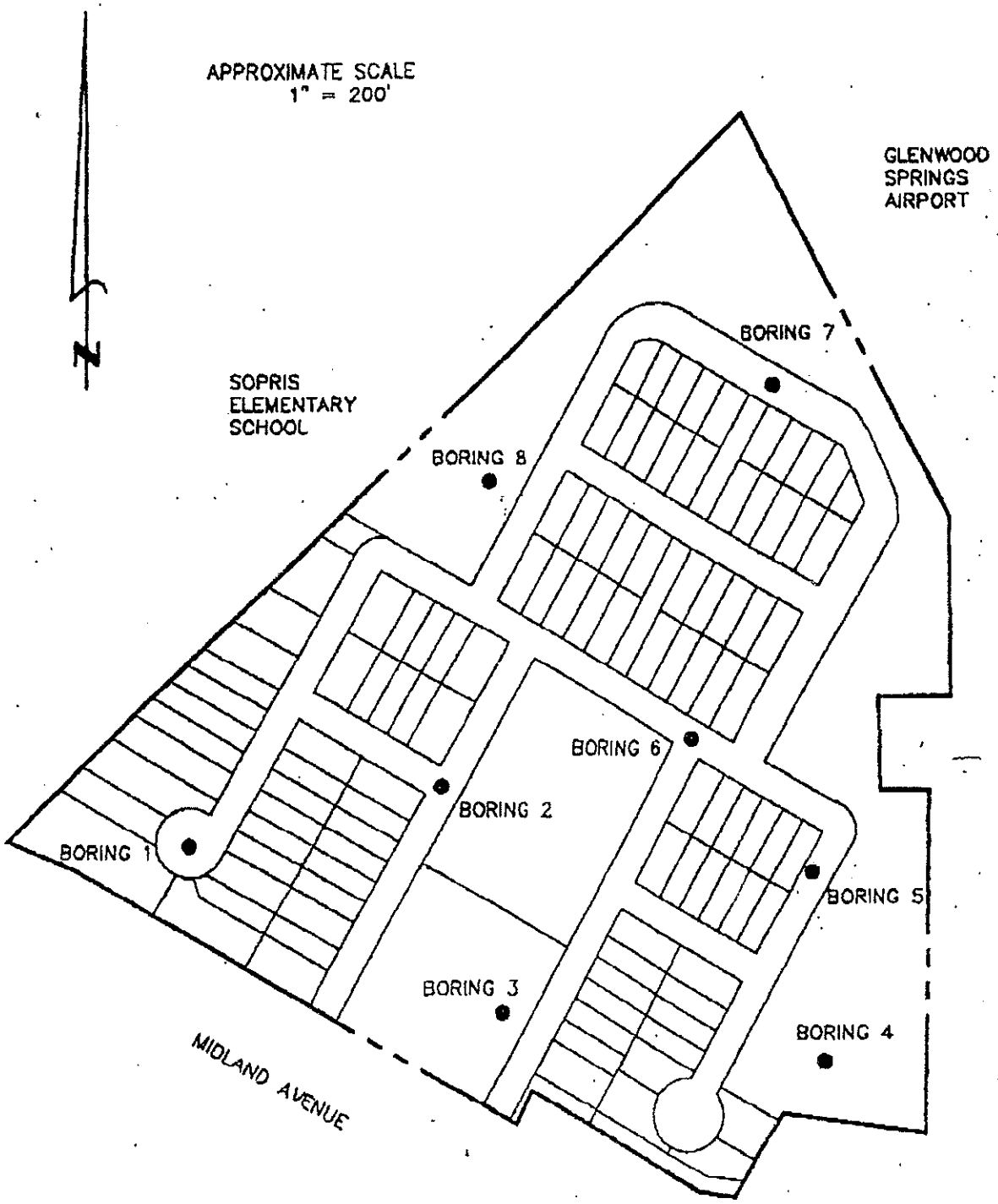
JZA/rso

REFERENCES

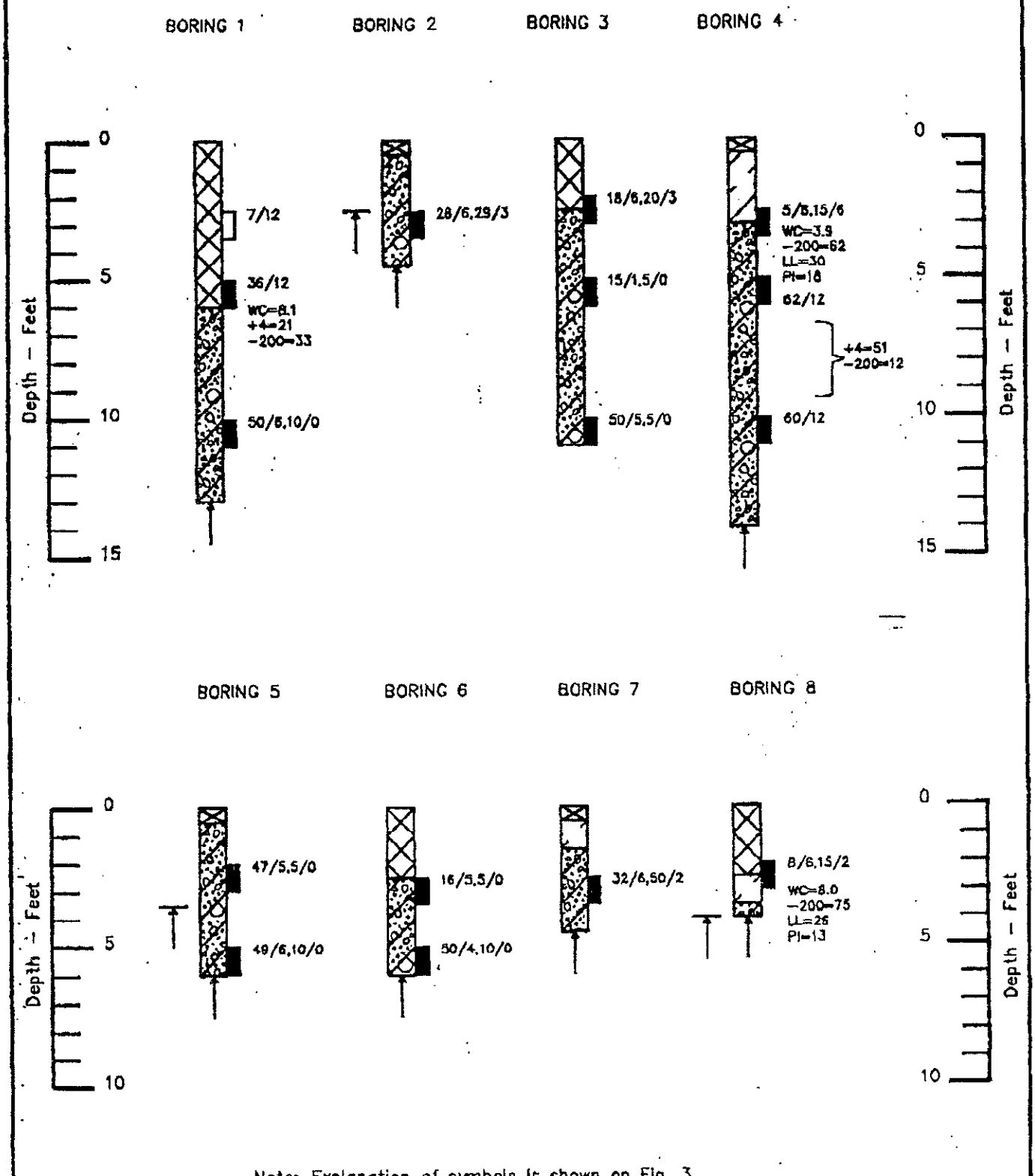
Chen-Northern, Inc., 1991. *Interim Report, Subsoil Study for Evaluation of Subgrade Conditions, Midland Avenue, Alternate Route Study, Glenwood Springs, Garfield County, Colorado.* Prepared for URS Consultants, Inc., dated February 1, 1991, Job No. 4 576 90.

Kirkham, R.M. and Others, 1995. *Geologic Map of the Glenwood Springs Quadrangle, Garfield County, Colorado.* Colorado Geological Survey Open File Map 95-3.

Lincoln-DeVore, 1978. *Geologic Hazards of the Glenwood Springs Metropolitan Area, Garfield County, Colorado.* Colorado Geological Survey Open File Report 78-10.



199 197	HEPWORTH – PAWLAK GEOTECHNICAL, INC.	LOCATION OF EXPLORATORY BORINGS	Fig. 1



Note: Explanation of symbols is shown on Fig. 3.

199 197	HEPWORTH – PAWLAK GEOTECHNICAL, INC.	LOGS OF EXPLORATORY BORINGS	Fig. 2

LEGEND:

FILL; silt and sand with slag, cinders and coal, scattered gravel and cobbles, loose to medium dense, slightly moist, brown, organics, debris.

SILT AND CLAY (ML–CL); sandy, occasional gravel, medium stiff to stiff, slightly moist, brown to reddish brown, slightly porous, slightly calcareous.

GRAVEL (GM); silty, sandy, with cobbles and boulders, medium dense to dense, slightly moist, light brown.

Relatively undisturbed drive sample; 2–inch I.D. California liner sample.

Drive sample; standard penetration test (SPT), 1 3/8–inch I.D. split spoon sample, ASTM D – 1586.

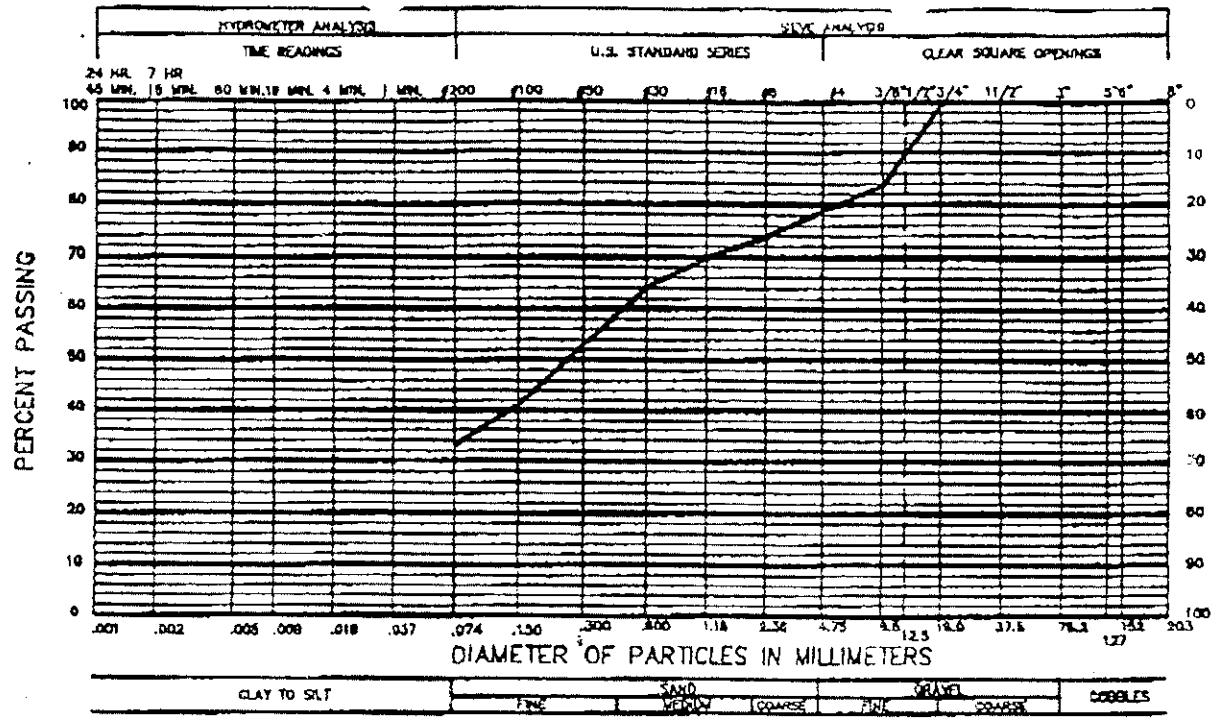
7/12 Drive sample blow count; indicates that 7 blows of a 140–pound hammer falling 30 inches were required to drive the California or SPT sampler 12 inches.

Practical rig refusal. Where shown above bottom of log, indicates multiple attempts were made to advance the auger.

NOTES:

1. Exploratory borings were drilled on March 5, 1999 with a 4–inch diameter continuous flight power auger.
2. Locations of exploratory borings were measured approximately by pacing from features shown on the site plan provided.
3. Elevations of exploratory borings were not measured and the logs of exploratory borings are drawn to depth.
4. The exploratory boring locations should be considered accurate only to the degree implied by the method used.
5. The lines between materials shown on the exploratory boring logs represent the approximate boundaries between material types and transitions may be gradual.
6. No free water was encountered in the borings at the time of drilling. Fluctuation in water level may occur with time.
7. Laboratory Testing Results:
   WC = Water Content (%)
   +4 = Percent retained on No. 4 sieve.
   –200 = Percent passing No. 200 sieve.
   LL = Liquid Limit (%)
   PI = Plasticity Index (%)

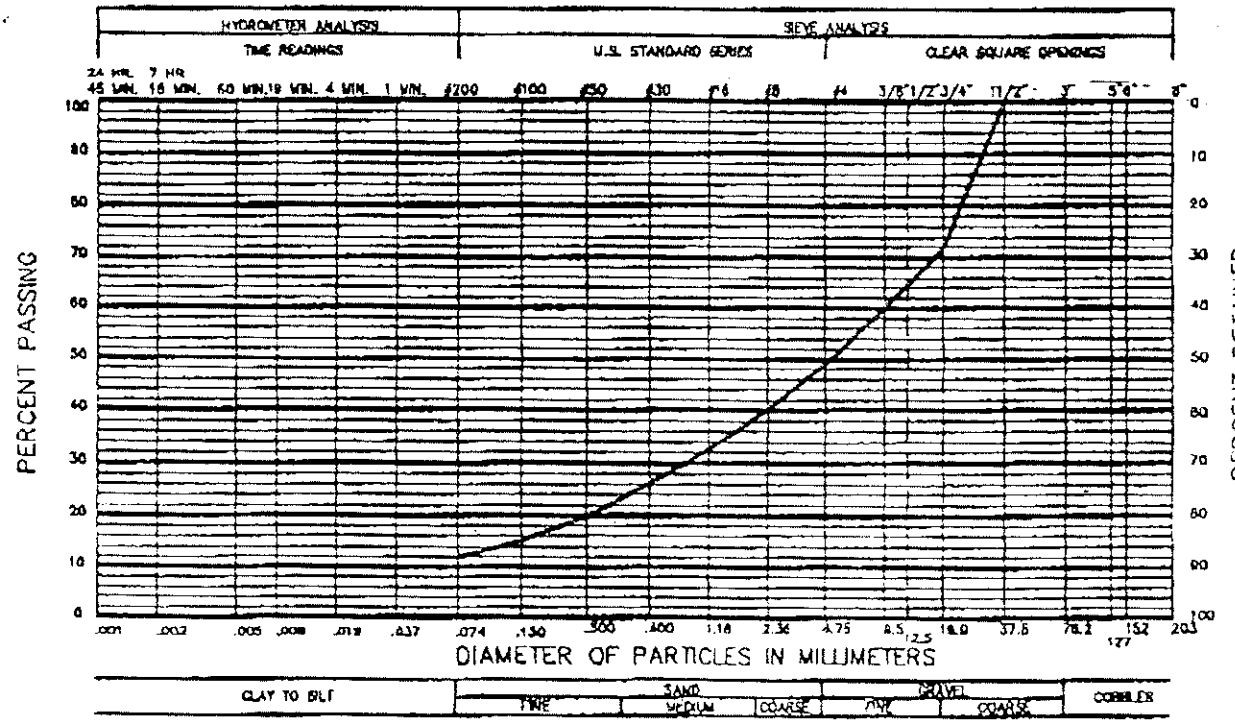
199 197	HEPWORTH – PAWLAK GEOTECHNICAL, INC.	LEGEND AND NOTES	Fig. 3



GRAVEL 21 % SAND 46 % SILT AND CLAY 33 %

LIQUID LIMIT % PLASTICITY INDEX %

SAMPLE OF: Silty Sand with Gravel – Fill FROM: Boring 1 at 5 Feet



GRAVEL 51 % SAND 37 % SILT AND CLAY 12 %

LIQUID LIMIT % PLASTICITY INDEX %

SAMPLE OF: Slightly Silty Sandy Gravel FROM: Boring 4 at 5 and 10 Feet-Combined

199 197	HEPWORTH – PAWLAK GEOTECHNICAL, INC.	GRADATION TEST RESULTS	Fig. 4

HEPWORTH-PAWLAK GEOTECHNICAL, INC.

TABLE I

JOB NO. 199 197

SUMMARY OF LABORATORY TEST RESULTS

SAMPLE LOCATION		NATURAL	NATURAL	GRADATION		PERCENT	ATTERBERG LIMITS		UNCONFINED		
BORING	DEPTH (feet)	MOISTURE CONTENT (%)	DRY DENSITY (pcf)	GRAVEL (%)	SAND (%)	PASSING NO. 200 SIEVE	LIQUID LIMIT (%)	PLASTIC INDEX (%)	COMPRESSIVE STRENGTH (PSF)		SOIL OR BEDROCK TYPE
1	5	8.1		21	46	33					Silty sand with gravel - fill
4	2½	3.9				62	30	18			Sandy silty clay
	5 &10 (combined)			51	37	12					Slightly silty sandy gravel
8	2	8.0				75	26	13			Sandy silty clay

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Return Upon Recordation To:

Garfield & Hecht, P.C.
Attn: David McConaughy
420 Seventh St. #100
Glenwood Springs, CO 81601

DECLARATION

FOR

SOLSTICE TOWNHOMES

DRAFT
October 22,
2018

DECLARATION FOR
SOLSTICE TOWHOMES

THIS DECLARATION FOR SOLSTICE TOWNHOMES is made and entered into this _____ day of _____, 2018, by Cardiff 96, LLC, a Colorado limited liability company (the "Declarant").

Recitals

A. Declarant is the owner of the real property located in Garfield County, State of Colorado identified on attached Exhibit A (the "Property"). The purpose of this Declaration is to create a condominium project ("Project") by submitting the Property to the condominium form of ownership and use pursuant to the Colorado Common Interest Ownership Act, Article 33.3, Title 38, Colorado Revised Statutes, as amended and supplemented from time to time ("Act")

B. The Property is improved with twenty-nine townhouse style condominium units (each a "Unit"). The Property is further improved with parking spaces and driveways. The functions, activities, physical appearance and other features commonly associated with residential uses hereby are and shall be expressly permitted in the Community (defined below), as more particularly described, provided for and governed herein.

C. This Declaration and the Association (defined below) are being formed to (1) provide for the operation, administration, use, and maintenance of certain common areas and other property as described herein below; (2) to preserve, protect, and enhance the values and amenities of such property; and (3) to promote the health, safety, and welfare of the members of the Association.

D. The Units are designated on the Plat. The Common Elements and Limited Common Elements are also designated on the Plat.

E. In accordance with Section 118 of the Colorado Common Interest Ownership Act, the Declarant hereby submits the Property and the Project to the provisions of the Act. In the event that the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable.

F. By this Declaration and the Plat, a plan is hereby established for the separate fee simple ownership of the Units by the Owners as depicted in the Plat.

NOW, THEREFORE, the Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations, and obligations shall be deemed to run with the land comprising the Property and the Community, and shall be a burden and a benefit to the Owners, their lenders, grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE 1
General Purposes and Declaration

1.1 General Purposes. Declarant is the owner of certain real property described on Exhibit A, according to the Final Plat thereof recorded on _____, 2018, as Reception No. _____ in the Office of the Clerk and Recorder of Garfield County, Colorado. The real property, together with all improvements now or hereafter situated thereon, are hereinafter collectively referred to as the "Project." Declarant intends to develop the Project as a planned community under the name and style of "Solstice Townhomes" pursuant to the provisions of the Colorado Common Interest Ownership Act, Section 38-33.3-101, et. seq. of the Colorado Revised Statutes, as it may be amended from time to time (the "Act"). The planned community hereby created is hereinafter referred to as the "Community". The Community shall contain a maximum of twenty-nine (29) townhomes.

1.2 Declaration. For the purposes set forth above and herein, the Declarant for itself and its successors and assigns hereby declares that the Community and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, improved, altered, maintained and enjoyed subject to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations, exceptions, easements, privileges, rights and other provisions hereinafter set forth, for the duration hereof, all of which are declared to be part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement, use, occupancy and enjoyment of the Community, and all of which shall run with the land and be binding upon and inure to the benefit of (i) the Community and every part thereof, (ii) Declarant and its successors and assigns, (iii) the Association and its successors and assigns, (iv) every Member of the Association, and (v) all Owners, Occupants and other Persons having or acquiring any right, title, or interest in or to the Community or any part thereof, including all improvements therein, and their respective heirs, personal representatives, successors and assigns.

ARTICLE 2
Definitions

When used in this Declaration, the following terms shall have the meanings hereinafter specified. If a term is not defined herein, it shall have the meaning ascribed to it in the Master Declaration. If a term is not defined herein, it shall have the meaning ascribed to it in the Act.

2.1 Allocated Interests. "Allocated Interests" means the Common Expenses liability and the votes in the Association allocated to each Unit (including Townhome Unit), which interests are allocated as follows:

(a) The Common Expenses liability allocated to each Unit in equal percentages as stated on attached Exhibit B. Such percentage is then multiplied by the Common Expenses or the Assessment in question to determine that Unit's share thereof. Common Expenses liability of a Unit is determined without reference to the location, value or use of the Unit.

(b) One (1) vote in the Association is allocated to each Unit in the Community.

(c) If Units are added to or withdrawn from the Community or converted to Common Element, (i) the Common Expenses liability for each Unit shall be reallocated on the basis of a percentage in the same manner as set forth in paragraph 2.1 (a) above following the addition, withdrawal or conversion of such Units, and (ii) one vote in the Association shall continue to be allocated to each Unit in the Community following the addition, withdrawal or conversion of such Units.

The Allocated Interests for the Community are specifically set forth on Exhibit B attached hereto and made a part hereof by this reference.

2.2 Articles of Incorporation. "Articles of Incorporation" or "Articles" means the Articles of Incorporation of Solstice Townhome Owners Association, which have been or will be filed with the office of the Secretary of State of the State of Colorado, as the same may be amended from time to time.

2.3 Assessment. "Assessment" means a Regular Assessment, Special Assessment, or Reimbursement Assessment.

2.4 Association. "Association" means the Solstice Townhome Owners Association, a Colorado nonprofit corporation, its successors and assigns.

2.5 Board of Directors. "Board of Directors" or "Board" means the executive body of the Association.

2.6 Budget. "Budget" means a written itemized estimate of the Common Expenses to be incurred by the Association in performing its functions under this Declaration and adopted by the Board of Directors pursuant to Section 10.7 of this Declaration.

2.7 Building or Buildings. "Building" or "Buildings" means one or more of the townhome structures that may be constructed from time to time on the Property.

2.8 Bylaws. "Bylaws" means the Bylaws of the Association which have been or will be adopted by the Board of Directors of the Association, as the same may be amended from time to time.

2.9 Common Elements. "Common Elements" means all of the Community except the Units or Townhome Units. The Common Elements shall be conveyed to the Association upon completion of construction of all Units, and shall include, but are not limited to:

(a) All land designated as Common Element and Limited Common Element on the Plat, and all improvements, landscaping, fixtures and personal property thereon which may from time to time be owned by the Association, and all common lighting, common utilities (including without limitation the common water, sewer main, water main and

storm drainage system), common access driveway, and water features within the Community; and

(b) All easements created or reserved on the Plat, in this Declaration, or in any separate agreement, for the use and benefit of the Association.

2.10 Common Expenses. "Common Expenses" means any expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

2.11 Community. "Community" means the real property described as [insert description] according to the Plat thereof recorded as Reception No. , together with all improvements and other amenities now or hereafter located thereon, and together with all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto.

2.12 Declaration. "Declaration" means this Declaration for Solstice Townhomes, as it may be amended from time to time.

2.13 Governing Documents. "Governing Documents means the Declaration, the Articles, the Bylaws, the Rules, the Design Guidelines, the CCIOA Policies and the Construction Rules.

2.14 Limited Common Element. "Limited Common Element" means a Common Element that is designated by this Declaration or on the Plat for the exclusive use of one or more Units in the Community but fewer than all of the Townhome Units.

2.15 Member. "Member" means each Unit Owner, including the Successor Declarant. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit.

2.16 Occupant. "Occupant" means any person who is a tenant in a Unit pursuant to a lease with the Owner thereof, or any person who is present within the Community as a family member, guest or invitee of an Owner, an Occupant, or the Association.

2.17 Owner. "Owner" means the Person, including Declarant, or, if more than one, all Persons collectively, who hold fee simple title of record to a Unit, including sellers under executory contracts of sale and excluding buyers thereunder. The term "Owner" shall be analogous to the term "Unit Owner", as that term is defined in the Act.

2.18 Person. "Person" means a natural person, a corporation, a partnership, a limited liability company, an association, a trust, or any other entity or any combination thereof.

2.19 Plat. "Plat" means the Plat of Solstice Townhomes as recorded on _____, 2018, as Reception No. _____ in the Office of the Clerk and Recorder of Garfield County, Colorado, as the Plat may be amended from time to time.

2.20 Regular Assessment. "Regular Assessment" means a charge against each Owner and the Owner's Unit for purposes of covering the annual costs of operating and administering the Association and all other Common Expenses. Regular Assessments are based on a Budget adopted

by the Board of Directors in accordance with Section 10.7 below, and are allocated to the Units in accordance with the Allocated Interests.

2.21 Reimbursement Assessment. "Reimbursement Assessment" means a charge against a particular Owner and the Owner's Townhome Unit for the purpose of reimbursing the Association for costs and expenses incurred by the Association in connection with the enforcement of any provision hereof or the remedying of any violation by the Owner or an Occupant of this Declaration or any amendment hereto, the Articles, Bylaws, or Rules and Regulations, or for purposes set forth in the Declaration, pursuant to Section 10.9 hereof, together with late charges and interest as provided for herein. Reimbursement Assessments shall include, without limitation, any Common Expense caused by the misconduct of any Townhome Unit Owner or of such Owner's Occupants.

2.22 Rules and Regulations. "Rules and Regulations" means such rules and regulations as may be adopted from time to time by the Board of Directors, as provided in Section 7.3 of this Declaration.

2.23 Special Assessment. "Special Assessment" means a charge against each Owner and the Owner's Townhome Unit for purposes of reimbursing the Association for costs and expenses incurred or to be incurred by the Association for the purpose of paying for the construction, reconstruction, repair or replacement of capital improvements within the Community, the costs of which were not included in a Regular Assessment, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association, as authorized by the Board of Directors from time to time as provided herein.

2.24 Unit. "Unit" means each of Units 1 – 29 of the Solstice Townhomes as depicted and described on the Plat.

ARTICLE 3
General Provisions and Restrictions Applicable to the Community

3.1 Intent of Declaration. It is the intention of Declarant to establish and impose a common and general plan for the improvement, development, use and occupancy of the Community, all in order to enhance the value, desirability, and attractiveness of the Community and to promote the marketing, development and enjoyment thereof. Accordingly, Declarant hereby declares that the entire Community shall be owned, held, used occupied, improved, altered, maintained, conveyed, leased, encumbered and enjoyed subject to the covenants, conditions, restrictions, reservations, easements, rights and other provisions contained in this Declaration.

3.2 Description of a Unit. Every contract for sale, deed, lease, security interest and every other legal document or instrument shall legally describe a Unit as follows:

> Unit _____, Solstice Townhomes, according to the Declaration for Solstice Townhomes, recorded as Reception No. _____ on _____, 2018 and according to the Plat recorded as Reception No. _____ recorded on

_____, 2018, in the Office of the Clerk and Recorder of Garfield County, Colorado.

Such description shall be legally sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect the Townhome Unit and its appurtenances, including all improvements thereon, and to incorporate all of the rights, interests, obligations, restrictions and burdens appurtenant or incident to ownership of a Townhome Unit as set forth in this Declaration and the Plat. Each such description shall be construed to include a non-exclusive easement over the Common Elements for appropriate ingress and egress to and from each Townhome Unit, and a non-exclusive right to use and enjoy the Common Elements (excepting any Limited Common Elements), subject to all applicable provisions of this Declaration.

3.3 Unit Boundaries. The Unit lines shown on the Plat shall be the perimeter boundaries of the Units. Where two Units share a common wall, the common wall shall be deemed divided equally in half vertically through its center, and each half shall be deemed a part of and owned by the Unit adjacent to that half of the common wall. Units shall not be deemed to have an uppermost horizontal boundary or a lowermost horizontal boundary.

3.4 No Partition or Subdivision. Common Elements shall be owned by the Association as herein provided and shall remain undivided, and no Owner or other Person shall bring any action for partition or division of the Common Elements. Similarly no action shall be brought for the subdivision or physical partition of a Unit or the improvements thereon between or among the Owners thereof.

3.5 Separate Assessment. Declarant shall give written notice to the Assessor of Garfield County, Colorado requesting that the Units be separately assessed and taxed and that the total value of the Common Elements be assessed and taxed proportionately in accordance with the allocated Common Expense liability of each Unit. After this Declaration has been recorded in the Project records of Garfield County, Colorado, Declarant shall deliver a copy of this Declaration as recorded to the Assessor of Garfield County, Colorado.

3.6 Mechanic's Liens.

(a) If any Owner shall cause or permit any material to be furnished to such Owner's Unit or any labor or services to be performed thereon, no Owner of any other Townhome Unit shall be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done and such Owner shall be solely responsible to contractors, laborers, materialmen and other Persons furnishing labor, services or materials to such Owner's Unit. Nothing herein contained shall authorize any Owner or any Person dealing through, with or under any Owner to charge the Common Elements or any Unit other than that of such Owner with any mechanic's or materialmen's lien or other lien or encumbrance whatsoever. Notice is hereby given that the right and power to charge any lien or encumbrance of any kind against the Common Elements or against any Owner

or any Owner's Unit for work done or materials furnished to any other Owner's Unit is hereby expressly denied.

(b) If, because of any act or omission of any Owner, any mechanic's or materialmen's lien or other lien or order for the payment of money shall be filed against any of the Common Elements or against any other Owner's Unit or against any other Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose or which act or omission forms the basis for such lien or order shall, at such Owner's own cost and expense, cause such lien or order to be canceled or bonded over in an amount and by a surety company reasonably acceptable to the party or parties affected by such lien or order within twenty (20) days after the filing thereof, and further such Owner shall indemnify and save harmless all such parties affected from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees resulting therefrom.

3.7 Additions, Alterations or Improvements. No additions, alterations, changes or improvements shall be constructed, made, done or permitted to any Unit by any Owner, Occupant, or employee or agent thereof, without the prior written approval of the Board of Directors. Without limiting the generality of the foregoing, the restrictions shall apply to and include (i) alteration or change of any structural elements of a Unit, including the roof, (ii) painting or other alteration or change of the exterior of a Unit, including doors and windows, or (iii) addition, alteration, change or removal of any landscaping, parking or hardscape utilized in any landscaping within a Unit. The foregoing restrictions shall not apply to nonstructural additions, alterations, changes or improvements to the interior of a Unit, that are not visible from outside the Unit, and that are in compliance with all applicable laws, ordinances, regulations and codes. Except for alterations to Limited Common Elements which have received the prior written approval of the Board of Directors of the Association, no Owner or Occupant shall have any right to alter, change or improve in any way the Common Elements or any part thereof, the Common Elements being the exclusive responsibility and jurisdiction of the Association.

If an Owner applies for approval to modify the exterior of a Townhome, the Board of Directors shall exercise its best judgment to the end that all modifications conform to and harmonize with neighboring structures. The Board of Directors shall have the absolute right to deny any requested changes which the Board of Directors reasonably determines do not conform to and harmonize with neighboring structures.

3.8 Maintenance of the Community. All property within the Community, including without limitation the Units, Common Elements and Limited Common Elements shall be kept and maintained in a clean and attractive condition and in good order, condition and repair.

(a) **Association Maintenance Responsibilities.** The Association shall be responsible for (i) maintaining and repairing the structural elements and roofs of all Unit buildings, (ii) landscaping and maintaining the landscaping the exterior of the Community and the buildings, (iii) maintaining (including snowplowing), repairing, and altering and improving when necessary or

desirable, all Common Elements (including Limited Common Elements), including without limitation fire sprinkler systems, landscaping, irrigation and drainage systems, sewer system, storm drainage system, water features, streets, roads, driveways, parking areas, sidewalks, walkways, pathways, and common lighting and utilities, (iv) maintaining and repairing common utility lines within Units, including the utilities located within the Utility and Fire Suppression Easement, and (v) maintaining, repairing, improving, painting, staining or other resurfacing when necessary of the exterior portions of all Buildings and Townhomes, including the exterior doors, garage doors windows, decks, balconies, porches, planters and patios of the Units. No individual Unit Owner shall have any right to do any of such things without the express prior written consent of the Board of Directors. The Association shall have the sole discretion to determine the time and manner in which the above-described maintenance and improvements shall be performed, as well as the color or type of materials used.

If the need for such maintenance or repair results from the willful or negligent act of or from damage or destruction caused by an Owner or Occupant, the Board of Directors shall have the right to perform such maintenance or repair and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Unit for the costs and expenses incurred by the Association in connection therewith. The costs of maintenance and repair of Limited Common Elements shall be charged to the Owners entitled to use such Limited Common Elements.

(b) **Owner Maintenance Responsibilities.** Each Owner shall be responsible for maintaining, repairing and improving as necessary all interior elements and features of the Owner's Unit including interior non-supporting walls, ceilings, floors, improvements, fixtures, equipment, appliances and appurtenances, and for replacing broken window panes. Each Owner shall also be responsible for the installation, maintenance, repair and replacement of such Unit’s garage door opener. In addition, each Owner shall be responsible for any damage to other Unit or Common Elements resulting from the Owner's failure to perform or negligent performance of the Owner's maintenance and repair responsibilities as set forth herein. Each Owner shall perform the Owner's maintenance and repair responsibilities in such manner as shall not unreasonably disturb or interfere with other Owners or Occupants.

If an Owner fails to perform any such maintenance or repair obligations within 30 days following receipt of a written notice from the Board of Directors requesting the same, the Board of Directors shall have the right to enter upon the Unit of the Owner to perform such obligations on the Owner's behalf and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Unit for the costs and expenses incurred by the Association in connection therewith.

(c) **Standard of Care**. The Association and the individual Unit Owners shall each use a reasonable standard of care in performing their respective maintenance, repair and upkeep responsibilities so that the entire Community will reflect a pride of ownership. All repairs and replacements within the Community shall be substantially similar to the original construction and craftsmanship and shall be of first-class quality.

(d) **Emergency Maintenance and Repair**. Notwithstanding any other provisions of this Section 3.8, in the event of an emergency or the sudden occurrence of unanticipated conditions which threaten the health, safety or physical well-being of persons or property within the Community, the Board of Directors shall have the authority (without any notice being required) to take whatever remedial action and to undertake such maintenance, repairs and improvements as may be necessary anywhere in the Community to protect persons and property.

(e) **Maintenance Easements**. The Association and the Board of Directors and their respective agents, employees and contractors are hereby granted perpetual, non-exclusive easements to enter the Units and Limited Common Elements as may be necessary or appropriate to perform the maintenance, repair and improvement responsibilities and rights described in this Section 3.8.

3.9 Compliance with Laws. No Owner or Occupant shall do any act or cause or permit anything to be done or kept in its Unit or any Common Elements which would be in violation of any federal, state, city or other law, ordinance, regulation or code of any governmental body having jurisdiction, or of any rule or regulation promulgated by the Association, or of any provision of this Declaration, or which would result in the increase of, or cancellation of, insurance maintained by the Association.

3.10 Residential Use. Each Unit shall be occupied and used only for single-family residential purposes. No business, professional or other non-residential or commercial use shall be made of any Unit or conducted in any Unit, excepting in-home businesses or occupations which do not involve employees other than Owners, the solicitation or invitation of the general public, or the services of customers, and which activities are conducted entirely within the Unit and do not cause any additional traffic or parking within the Community or otherwise create a nuisance for neighboring Units or the Community.

3.11 Unsightliness. Decks, patios, balconies, porches, and Limited Common Elements shall not be used for storage of personal property of any kind, and nothing shall be placed on or in windows or doors or otherwise on the exterior of Units which create an unsightly appearance. Sporting equipment (e.g., skis, snowboards, bikes, mountain bikes, kayaks, children's toys, etc.), must be stored completely inside the Unit and shall not be allowed to remain outside except when in actual use. No laundry or wash shall be dried or hung outside anywhere within the Community.

3.12 Association Landscaping. All landscaping within the Community shall be the responsibility of the Association, and no Owner or Occupant shall perform any landscaping activities within the Community (including without limitation the planting, grooming or removal of grass, trees, bushes or other vegetation, or the planting or tending of gardens) without the express prior written approval of the Board of Directors.

3.13 Right of Entry. During reasonable hours and upon reasonable notice to the Owner or Occupant of a Unit, any member of the Board of Directors, and any authorized representative thereof, shall have the right to enter upon and inspect any Unit, except for any Unit that is in fact occupied (which shall require the permission of the occupant except in the case of emergency, as provided in Section 5.4 below), for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with and such individuals shall not be deemed guilty of trespass by reason of such entry.

3.14 Insurance Risks. No Unit may be used for any use which would constitute an unusual fire hazard, would result in jeopardizing any insurance maintained on any part of the Community or would result in any increase in the premium for that insurance.

3.15 Nuisance. No Unit, Common Element or Limited Common Element may be used for any use (i) constituting a public or private nuisance; (ii) consisting of the manufacture of any product; or (iii) which causes undue odor, noise, vibration or glare, including, without limitation, the use of any equipment or machine. No audio system in a Unit may be operated in a manner that is audible from within any other Unit.

3.16 Parking.

(a) All vehicles and motorcycles must be parked in the Unit's garage or in the space(s) located immediately outside of the garage.

(b) While the Association may have access to parking spaces in a parking lot in the Community or adjacent to the Community, such parking spaces will not allow overnight parking without the prior approval from the Board or the Managing Agent. All vehicles parked overnight in any Community parking lot must display a signed placard with the dates such parking is allowed signed by the Managing Agent or a member of the Board. The Association may promulgate additional parking rules as it determines necessary.

(c) It is prohibited to park inoperable vehicles, RV, trailers, vehicles over seven feet in height or over 22 feet in length outside of a Unit garage.

(d) Up to four (4) parking spaces in the Community parking lot are dedicated and reserved for the use of the Units in accordance with the rules and regulations, if any, adopted by the Association regarding the use of such parking spaces.

3.17 Signs and Exterior Decorations. No signs of any kind shall be displayed to the public view on or from any portion of a Unit without first obtaining the written approval of the Board. The size, number, design and location of such signs requiring approval shall be approved by the Board. No exterior decorations that are visible for public view from outside the Unit will be allowed without first obtaining the written approval of the Board. American flags and service flags are allowed to the extent provided by Colorado and federal law, however, the Board may adopt reasonable rules and regulations regarding the size and manner of display of flags.

3.18 Overloading. A Unit may not be used for any use beyond the maximum loads the floors of the Project are designed to carry and no apparatus, equipment, fixtures or other property of any nature may be located within the Unit if the same, singularly or in the aggregate, would violate the maximum loads that the structural flooring in the Project is designed to support.

3.19 Animals and Pets. No animals, livestock, insects, rodents, poultry, reptiles, birds or other pets may be kept within the Units or Common Elements, except that a Unit Owner may have up to two (2) dogs and/or cats. No pet may be kept, bred or maintained for any commercial purposes unless such Unit is operated as a pet store. No pet may be kept or maintained on any balcony or patio. If a pet becomes obnoxious to any other Owner, its tenants or their respective invitees, the Owner or the person having control (or lack thereof) over the animal will be given a written notice to correct the problem by the Association. If such problem is not corrected, the Owner, upon written notice from the Association, may be required to remove the animal from the Project permanently. The Owner, Owner's tenants or invitees having control over the pet are responsible for cleaning up after the pet and will hold the Association harmless from any liability, claim, damage, cost or expense resulting from any action or inaction of their pet. Any time a pet is outside the Unit or on a Common Element or Limited Common Element, it must be accompanied by its Owner, Owner's tenant or invitee, and on a leash and otherwise under control. The Association Rules and Regulations shall further describe pet restrictions.

3.20 Trash. No trash, ashes, building materials, firewood or other unsightly items should be thrown, dumped or stored on the Project, except as designated by the Association. There shall be no burning or other disposal of refuse out of doors. Each Owner shall use the trash receptacle provided to such Owner for the temporary storage of refuse within the Unit or the Unit’s garage. The Association shall arrange for trash pick up for the entire Community. Trash receptacles may only be placed outside on the day designated or arranged by the Association for trash removal between the hours of 6 a.m. and 7 p.m.

3.21 Design Guidelines and Construction Rules and Regulations. All Owners and contractors shall comply with the design guidelines and construction-related rules and regulations regulating any construction activities adopted by the Board of Directors. Such regulations may affect, without limitation, the following: trash and debris removal; restoration of damaged property; conduct and behavior of contractors, subcontractors and Owners' representatives on the Project at any time; fire protection; completion and compliance deposit; schedule; inspection(s);

and reimbursement to the Association for professional fees related to approval of any construction activities, as deemed reasonably necessary by the Board.

3.22 Antennae. Except for equipment within easements authorized herein below, above, no exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Unit without first obtaining the written consent of the Board. The Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Community.

3.23 Outside Burning. There shall be no exterior fires, including barbecues, without prior written approval of the Board. No Owner shall permit any condition upon a Unit which creates a fire hazard or is in violation of fire prevention regulations.

3.24 Leasing. Short term leasing of Units is prohibited. A short term lease is any lease, rental, or use of a Unit which is less than 30 days. If an Owner leases a Unit, the Owner shall be liable for any violation of the Association Documents committed by the Owner's tenant. The Owner shall have the right to obtain reimbursement from the tenant for any sums paid by the Owner on behalf of the tenant. Any lease of a Unit must be in writing and must state that it is subject to the requirements of the Association Documents. Any lease of a Unit must contain compatible use and activity restrictions as are provided for in the Association Documents.

3.25 Window Coverings; Windows and Glass Doors. The back or window-side of all window coverings consisting of drapes, curtains and blinds must be backed with a dark brown, taupe, dark-grey or black material. The material must be a solid color, no patterns are permitted. Each Unit shall have interior window coverings at all times. Each Owner shall maintain, repair and replace, at such Owner's sole cost and expense, window coverings in accordance with the Rules and Regulations. No exterior windows or glass doors within the Units may have any reflective or tinted substance placed on them. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door, and all glass doors must be approved by the Board in writing prior to installation.

3.26 Recreational Equipment. No bicycles, tricycles, skateboards, roller blades or other types of wheeled, non-motorized vehicles, skis, ski boots and ski equipment (collectively, the "Equipment") may be left on or placed on any Common Element.

3.27 Barbecue Grills. No grills of any kind may be on balconies or any of the Common Elements. Unit Owners may place propane or gas grills on exterior ground level patios or decks. No charcoal grills are permitted.

3.28 Prohibition on Marijuana. It is prohibited to smoke, sell, grow, or manufacture marijuana, cannabis and/or products derived therefrom for the purposes of medicinal or recreational use in the Community. The provisions of this paragraph shall not ever be amended

without the written consent of Declarant and without regard to whether the Declarant owns any portion of the Property at the time of the amendment.

3.29 Use of Limited Common Element Patios. It is prohibited to use patios and/or decks as outside storage. Only appropriate exterior furniture and approved grills may be located thereon.

3.30 Use of Limited Common Element Crawl Space. No Owner shall allow any change to the Limited Common Element crawl space unless such change has been approved in writing by the Board prior to such change. The Owners acknowledge that the Utility and Fire Suppression Easement is accessed through the crawl space. No Owner shall allow any obstruction of access to the Utility and Fire Suppression Easement. The Limited Common Element crawl space may be only used for storage of non-hazardous materials.

3.31 Health, Safety and Welfare, Rules and Regulations. In the event any uses, occupancies, activities, and facilities within the Community are deemed by the Board of Directors to be an unreasonable annoyance or nuisance, or to adversely affect the health, safety or welfare of Owners or Occupants, the Board of Directors may adopt reasonable Rules and Regulations of general application in order to appropriately restrict and regulate such uses, occupancies, activities or facilities within the Community. Such Rules and Regulations shall be consistent with the purposes and provisions of this Declaration.

ARTICLE 4
Declarant's Reserved Rights

4.1 Declarant's Rights. Declarant hereby expressly reserves to itself and its successors and assigns the following described rights, which include development rights and special Declarant rights, any one or more of which rights may be exercised, in the sole and absolute discretion of Declarant, at any time and from time to time during the period commencing upon the recording of this Declaration in the County and ending on the date of termination of such rights established under Section 4.3 below. It is expressly understood that Declarant shall not be obligated to exercise any one of these reserved rights.

Except as limited by this Article 4, such reserved rights may be exercised upon or in connection with all or any portion of the Community described on attached Exhibit A. Such rights may be exercised with respect to different parcels of the Project at different times, and in connection therewith Declarant hereby states that (i) no assurances are made regarding the boundaries of the different Units or with respect to the order in which such Units may be subjected to the exercise of these reserved rights, even if a reference to a phase or phasing appears in a legal description, Plat, P.U.D. Agreement or other agreement relating to the Project, and (ii) if a particular reserved right is exercised in any portion of the Project subject to that reserved right, that reserved right is not required to be exercised in all or any portion of the remainder of that Project.

The reserved rights hereinafter set forth may not be amended, modified, terminated or otherwise altered in any way without the express prior written consent of Declarant. All

conveyances of Units and other portions of the Community hereafter made, whether by Declarant or otherwise, shall be deemed and construed to reserve to Declarant and/or to grant to Declarant all of the rights reserved by and to Declarant in this Article 4, even though no specific reference to such rights appears in the conveyancing instruments. Nothing in this Article 4 shall limit or impair any legal rights that Declarant may have independent of these reserved rights, or any other rights granted or reserved to Declarant by other provisions of this Declaration.

The following rights are hereby reserved to Declarant and its successors and assigns:

(a) *Completion of Improvements.* The right throughout the Community to complete (and perform warranty work on) improvements indicated on the Plat, as may be amended from time to time, including the Units. Furthermore, the right to construct and complete improvements required by the terms of the Subdivision Improvements Agreement recorded , 2018 as Reception No. _____ in the Office of the Clerk and Recorder of Garfield County, Colorado, as the Agreement may be amended from time to time. Furthermore, the right to create, grant and/or use and enjoy additional non-exclusive easements, and to relocate existing platted easements, upon or across any portion of the Community except Units, as may be reasonably required for the completion by Declarant of the above-described improvements or the effective exercise by Declarant of any of the other reserved rights described in this Article 4.

(b) *Sales, Marketing and Management.* The right to construct, locate or operate, and to maintain upon, and to remove from, any portion of the Community (including Units) owned by Declarant, and/or the Common Elements, in the discretion of Declarant, and in such number, size and location as may be reasonably required by Declarant in connection with the completion of improvements, the management of the development, and/or the promotion, marketing, sale or rental of Units, the following:

(i) Sales offices, management offices and/or construction offices, and structures containing or relating to the same. Such offices to the extent they are not situated upon a Unit, are hereby declared to be personal property and shall in any case be removable by Declarant or its successors or assigns promptly upon the Declarant or its successors or assigns ceasing to be a Unit Owner.

(ii) Signs identifying and advertising the Community and the Units therein, or relating to development or construction thereon.

(iii) Model Units.

(iv) Parking areas and facilities, and lighting, necessary or desirable in the marketing of the Community and the Units to prospective Owners.

(v) Employees in offices; equipment, vehicles; and marketing and construction materials together with the right to attract, invite or bring prospective purchasers of Units into the Community at all times.

(c) *Merger*. The right to merge or consolidate the Community with another common interest community of the same form of ownership.

(d) *Declarant Control of Association.* The right to appoint or remove any member of the Board of Directors or officer of the Association, as more specifically set forth in Section 7.6 below, but only for and during the "Period of Declarant Control of Association" as defined in Section 7.6.

(e) *Withdrawal Rights and Procedures.* The right at any time and from time to time to withdraw from the Community any Declarant owned Units or Common Elements.

Withdrawal shall be accomplished by the recording by Declarant of an amendment to this Declaration and an amendment to the Plat. Upon the recording of such amendments, the withdrawn Units and/or Common Elements shall no longer be part of the Community or subject to this Declaration in any way.

Each Declarant owned Unit, and each Declarant owned Common Element, is hereby described and declared to be a separate portion of Project that is subject to this right of withdrawal, and Declarant expressly reserves the right to withdraw one or more Declarant owned Units and/or all or a portion of any Declarant owned Common Element from the Community, and to vacate any platted easements thereon. Once a Unit has been conveyed to a Unit Owner other than Declarant, that portion of the Project is no longer subject to this right of withdrawal. Likewise, once a Common Element has been conveyed to the Association, that portion of the Project is no longer subject to this right of withdrawal.

The withdrawn property shall be subject to whatever easements, if any, may be essential for access or utility service to, or operation or management or use or enjoyment of, the Community or any part thereof. Similarly, the owner(s) of the withdrawn property shall have whatever easements, if any, are reasonably necessary for access or utility service to or for use or enjoyment of the withdrawn property over and across the Common Elements within the Community. At the time any withdrawal of Project is accomplished, Declarant shall record whatever documents are necessary to establish such reciprocal easements in the Garfield County records.

In the event any real property is withdrawn from the Community as provided herein, the definitions used in this Declaration shall be automatically contracted to encompass and refer to the Community as contracted, e.g., "Community" shall mean the real property described herein minus any real property withdrawn therefrom; similarly, "Common Elements" and "Units" shall mean and include those areas as described herein less those so designated on any amendment to a Declaration or Plat relating to any real

property which is withdrawn pursuant to this Article 4. References to this Declaration shall mean this Declaration as so amended.

The recording of amendments to the Declaration and Plat which reallocate the allocated Interests in the Community shall automatically:

(i) Vest in each existing Unit Owner the reallocated Allocated Interests appurtenant to the Owner's Unit; and

(ii) Vest in each existing Mortgagee a perfected security interest in the reallocated Allocated Interests appurtenant to the encumbered Unit.

(f) *Other Reserved Development Rights.* The right with respect to all or any Declarant owned portion of the Community (including the Units) to (a) create Common Elements or Limited Common Elements; (b) create additional Units, subject to the maximum set forth in the Recitals to this Declaration; (c) subdivide Units as set forth in Section 4.7 above; (d) combine Units; (e) convert Units or portions of Units into Common Elements; and (f) convert Common Elements or portions of Common Elements into Units.

4.2 Transfer of Declarant's Reserved Rights. Any one or more rights created or reserved under this Article 4 for the benefit of Declarant, specifically including without limitation the right to subdivide a Unit and Common Elements and to record a Reallocation Amendment in connection therewith, may be transferred to any Person by an instrument describing the right or rights transferred and recorded in Garfield County. Such instrument shall be executed by the transferor Declarant and the transferee. The provisions of Section 38-33.3-304 of the Act shall apply to any transfer of Declarant's reserved rights.

4.3 Termination of Declarant's Reserved Rights. With the exception of Declarant's right to appoint or remove Executive Board members and officers of the Association, which is addressed in Section 7.6 below, the rights reserved to Declarant in this Article 4 shall automatically terminate and expire upon the first to occur of (i) the date which is thirty (30) years after the recording of this Declaration, or (ii) Declarant's relinquishment and surrender of such rights by recorded instrument. Declarant may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof. The Association may extend the time period for exercise of a development right, or reinstate a lapsed development right, subject to whatever terms, conditions and limitations the Association may impose on the subsequent exercise of the development right. The extension or renewal of a development right and any terms, conditions and limitations shall be included in an amendment executed by Declarant or the owner of the real estate subject to the development right and the Association.

ARTICLE 5
Easements

5.1 Easements for Incidental Encroachments. If any portion of a Building encroaches upon a Common Element, including any future encroachments arising or resulting from the repair or reconstruction of a Building subsequent to its damage, destruction or condemnation, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as it stands, shall and does exist for such incidental encroachment. In addition, there is hereby created, granted and reserved to each Owner a non-exclusive easement over, upon and beneath the Common Elements and the Units of other Owners for the horizontal and lateral support of each Owner's Unit.

5.2 Association Utility Easement over Common Elements. There is hereby created, granted and reserved to the Association, its agents, employees, service providers, and assigns a perpetual, non-exclusive easement over, across, upon and under the Common Elements for construction, installation, operation, maintenance, repair, removal and replacement of utilities and utility lines, pipes, wires, circuits, conduits, meters, fire sprinkler systems, facilities and systems for the benefit of the Community or any part thereof, including but not limited to water, sewer, gas, telephone, electricity, cable TV and other common TV and communication systems, if any, together with an easement for access, ingress and egress to accomplish such purposes. The Association or other Person exercising such utility easement rights shall be obligated to restore, reseed, replant and re-landscape the surface of any disturbed area to as close to its original condition as possible, as promptly as possible following completion of any utility work.

5.3 Association Common Utility Easement within Units. There is hereby created, granted and reserved to the Association, its agents, employees, service provides, and assigns a perpetual, non-exclusive easement along the course of all utility lines (including lines for the master fire sprinkler system in each building) that may exist from time to time within the Units and that serve more than one Unit, for the operation, maintenance, repair, removal and replacement of such common utility lines, together with an easement for access, ingress and egress over the Units to accomplish such purposes. The Association or other Person or entity exercising such utility easement rights shall be obligated to repair any damage occasioned by the exercise of such rights.

5.4 Association Administrative Easement over Common Elements. There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a perpetual, non-exclusive easement over, across, upon and under the Common Elements and a right to use the Common Elements for purposes of enabling the Association to perform its various responsibilities and to exercise its various rights under this Declaration.

5.5 Association Easement Upon Units for Maintenance, Repair and Emergencies. There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a perpetual, non-exclusive easement and right to enter upon and in all Units as necessary for the performance of the Association's rights and responsibilities under this Declaration (including the exercise of the Association's common utility easement rights) and for the making of emergency repairs or reconstruction to the Buildings, the Units, and/or the Common Elements. For routine maintenance and non-emergency repairs (including routine maintenance and repair of common

utility lines within Units, including lines for each Building's fire sprinkler system), entry to a Unit shall be made only on a regular business day during regular business hours, after giving at least one day's notice in writing to the Owner or Occupant. In case of emergency, where there is an imminent threat of damage or injury to person or property, entry shall be made at any time provided that a reasonable effort is made, under the circumstances, to give notice of such intended entry. The Board of Directors is hereby granted the authority to use such reasonable force as may be necessary under the circumstances to gain entry into a Unit in case of an emergency, if no other reasonable means of entry is available. The Association shall be responsible for the cost and expense of repairing all damages to property occurring as a result of such forcible entry, which costs shall be considered Common Expenses, unless the emergency and damage results from the willful act or negligence of an Owner or Occupant, in which event such Owner shall be solely responsible for the costs of repairing/restoring such damage. These costs can be levied, assessed and collected by the Board of Directors as a Reimbursement Assessment pursuant to the provisions of this Declaration.

5.6 Declarant Easement over Common Elements. There is hereby created, granted and reserved to Declarant and its successors and assigns a non-exclusive easement over, across, upon and under all Common Elements (including without limitation all easements benefitting the Association), including a right of access, ingress and egress thereto, and a right to use such Common Elements, and each and every part thereof, for all purposes reasonably related to (a) Declarant's development, improvement, maintenance, management, marketing and sale of the Community and all portions thereof, and/or (b) Declarant's exercise and implementation of the rights reserved to Declarant under this Declaration, and/or (c) the discharge by Declarant of any of its obligations under this Declaration or any other Declarant obligations relating to the Community. Declarant's rights with respect to this easement shall terminate upon the first to occur of(i) the date which is thirty (30) years after the recording of this Declaration, or (ii) Declarant's relinquishment of all or a portion of this easement right by recorded instrument.

5.7 Blanket Emergency Services Easement. There is hereby created, granted and reserved for the use and benefit of all police, sheriff, fire protection, ambulance and other similar emergency agencies or Persons, now or hereafter serving the Community and its Owners and Occupants, a perpetual, non-exclusive blanket Emergency Services Easement over, upon, along and across all properties and areas within the Community, for use in the lawful performance of their duties.

5.8 Utility and Fire Suppression Easement. There is hereby created, granted and reserved to the Association, its agents, employees, service provides, and assigns a perpetual, non-exclusive easement in each Limited Common Element crawl space for the installation, removal, maintenance, repair and replacement of utilities, including but not limited to, domestic water, gas, electric, sprinkler and CAT 5 cable, together with an easement for access, ingress and egress over the Units to accomplish such purposes. The Association or other Person or entity exercising such utility easement rights shall be obligated to repair any damage occasioned by the exercise of such rights. No Owner shall allow any obstruction of access to this easement.

5.9 Easements Deemed Created. All conveyances of Units hereafter made, shall be deemed and construed to grant and reserve all of the easements referred to in this Article 5 and elsewhere in this Declaration, even though no specific reference to such easements appears in the conveyancing instruments.

5.10 Recorded Easements and Licenses. In addition to the easements described in this Article 5 and elsewhere in this Declaration, any recorded easements and licenses appurtenant to or included in the Community are made a part hereof by this reference, including, but not limited to those encumbrances listed on attached Exhibit C.

ARTICLE 6
Common Elements

6.1 Use and Enjoyment of Common Elements. With the exception of Limited Common Elements, and except as otherwise provided in this Declaration, each Owner shall have the non-exclusive right to use and enjoy the Common Elements in common with all other Owners (a) for all purposes for which such Common Elements were established, and (b) as required for purposes of access and ingress to and egress from (and use, occupancy and enjoyment of) any Unit owned by the Owner or Common Elements available for the Owner's use. This right to use and enjoy the Common Elements shall extend to each Owner, Occupant, and the family members, guests and invitees of each Owner, and shall be appurtenant to each Unit, subject at all times to the provisions of this Declaration, the Articles and Bylaws, and any Rules and Regulations adopted by the Board of Directors from time to time. No Owner or Occupant shall place any structure or improvement whatsoever upon the Common Elements, nor shall any Owner or Occupant engage in any activity which will temporarily or permanently impair free and unobstructed access to or use of all parts of the Common Element by all Owners and by the Association.

Limited Common Elements are designated for the exclusive use and enjoyment of one or more Units, as so designated on the Plat.

6.2 Association may Regulate Use of Common Elements. The Association, acting through the Board of Directors, shall have the right and authority to regulate the use of the Common Elements (including the Limited Common Elements) by the promulgation, enforcement and interpretation from time to time of such Rules and Regulations relating thereto as the Association considers necessary or appropriate for the protection and preservation of the Common Elements and the enhancement of the use and enjoyment thereof by the Owners and Occupants.

6.3 Association to Maintain and Improve Common Elements. The Association, its agents and employees, shall maintain, snowplow as necessary, and otherwise manage the Common Elements (including the Limited Common Elements), including, but not limited to, any improvements, landscaping, water features, streets, driveways, parking areas, sidewalks, walkways, common utilities, and recreational and other facilities located thereon. The Association shall construct, alter and remove such improvements and landscaping upon the Common Elements as the Association in its discretion considers necessary, desirable or appropriate from time to time, and shall do all such other and further acts which the Board of Directors deems necessary or appropriate to preserve, protect and enhance the Common Elements and the beauty thereof in

accordance with the general objectives for the Community reflected in this Declaration. Separate bids shall be let for the maintenance of Limited Common Elements so that the costs thereof can be assessed exclusively to the Units benefitted thereby.

6.4 Owner Liability for Owner or Occupant Damage to Common Elements. Each Owner shall be liable to the Association for any damage to Common Elements or for any expense, loss or liability suffered or incurred by the Association in connection with the Common Elements arising from (a) the negligence or willful misconduct of such Owner or of any Occupant, agent, employee, family member, guest or invitee of such Owner, or (b) any violation by such Owner or any Occupant, agent, employee, family member, guest or invitee of such Owner of any law, regulation, or code, including without limitation any environmental law, or of any provisions of this Declaration, or the Rules and Regulations relating to the Common Elements. Each Owner shall indemnify, defend and hold the Association harmless from any loss, damage, expense or liability arising from the circumstances described in subsections (a) or (b) immediately above. The Association shall have the power to levy and collect a Reimbursement Assessment against a Unit Owner to recover the costs, expenses, damages, losses or liabilities incurred by the Association as a consequence of any such negligence, willful misconduct or violations by the Owner or the Owner's Occupant.

6.5 Damage or Destruction to Common Elements. In the event of damage to or destruction of the Common Elements, including improvements thereon, by fire or other casualty, the Association shall repair or replace the same in accordance with the provisions of Section 8.2 below. Repair, reconstruction, or replacement of Common Elements shall be accomplished under such contracting and bidding procedures as the Association shall determine are appropriate. If insurance proceeds available to the Association on account of damage or destruction exceed the cost of repair, reconstruction, and replacement, the Association may use the same for future maintenance, repair, improvement, and operation of Common Elements or for any other use deemed appropriate by the Board of Directors. Damage to any personal property within a Limited Common Element shall be the responsibility of the Owner(s) of the Unit(s) to which the Limited Common Element is appurtenant.

6.6 Condemnation of Common Elements. If any Common Element or part thereof or interest therein is taken under exercise of the power of eminent domain or by purchase in lieu thereof, the portion of any award in condemnation or the price payable for the deed in lieu that is attributable to the Common Element taken or purchased shall be paid to the Association. The Association shall have the exclusive right to participate in such condemnation proceedings and to represent the interests of all Owners and Occupants and other Persons therein. Any award or funds received by the Association shall be held by the Association for the purposes stated in Section 6.5 above or as a reserve for future maintenance, repair, reconstruction, or replacement of Common Elements or may be used for improvements or additions to or operation of Common Elements or for such other uses as may be deemed appropriate by the Board of Directors. Except as may otherwise be provided by the Act, no Owner or other Person shall be entitled to participate as a party or otherwise in any condemnation proceedings nor to receive any proceeds therefrom.

6.7 Title to Common Elements upon Dissolution of Association. In the event of dissolution of the Association, the Common Elements shall, to the extent permitted by law and reasonably possible, be conveyed or transferred to an appropriate public, governmental or quasi-

governmental agency or organization or to a nonprofit corporation, association, trust, or other organization, to be used, in any such event, for the common benefit of Owners for the purposes for which the Common Elements were held by the Association. If the foregoing is not possible, the Common Elements shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Owners in proportion to each Owner's Allocated Interest in the Common Expenses of the Association.

6.8 Mechanic's Liens on Common Elements. Declarant shall be responsible for the release of mechanics' liens filed with respect to Common Elements, or any part thereof, if such liens arise from labor performed or materials furnished at the instance of Declarant, its agents, contractors or subcontractors. Likewise, the Association shall be responsible for the release of mechanic's liens filed with respect to Common Elements, or any part thereof, if such liens arise from labor performed or materials furnished at the instance of the Association, its directors, officers, agents, contractors or subcontractors. No labor performed or materials furnished with respect to a Unit at the instance of the Owner thereof shall be the basis for filing a lien against the Common Elements. No labor performed or materials furnished with respect to a Common Element at the instance of the Board of Directors shall be the basis for filing a lien against any Unit.

ARTICLE 7
Association

7.1 Association; General Powers. The Association has been formed as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to manage the affairs of the Community. The Association shall serve as the governing body for all of the Owners and Occupants for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Common Elements, the levying and collection of Assessments for Common Expenses and other expenses of the Association, and such other matters as may be provided in this Declaration, the Articles and the Bylaws. The Association shall have all of the powers, authority and duties as may be necessary or appropriate for the management of the business and affairs of the Community, including without limitation all of the powers, authority and duties of a Colorado corporation formed under the Colorado Revised Nonprofit Corporation Act, and all of the powers and duties provided for in the Act. The Association shall have the power to assign its right to future income, including the right to receive Common Expense assessments, but only upon the affirmative vote of the Owners of Units holding at least fifty-one percent (51%) of the votes in the Association. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with the provisions of this Declaration, the Articles and the Bylaws.

7.2 Association Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number, term, and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation or the Bylaws, except that there shall never be less than three (3) members. A quorum shall be deemed present throughout any meeting of the Board of Directors if persons entitled to cast at least fifty percent (50%) of the votes on the Board of Directors are present at the beginning of the meeting or grant their proxy as provided in Colorado Revised Statutes Section 7-128-205(4). With the exception of matters that may be discussed in executive session, as set forth in Section 38-33.3-308(3-7) of the Act, all

regular and special meetings of the Board of Directors or any committee thereof shall be open to attendance by all Members of the Association or their representatives. Without limiting the generality of the foregoing, no rule or regulation may be validly adopted during an executive session. Agendas for meetings of the Board of Directors shall be made reasonably available for examination by all Members of the Association or their representatives.

The Board of Directors shall have all of the powers, authority and duties granted or delegated to it by the Act, this Declaration, the Articles or Bylaws. Except as provided in the Act, this Declaration, the Articles or Bylaws, the Board of Directors may act in all instances on behalf of the Association. The Association shall have all of the powers, authority and duties permitted under the Act and under the Colorado Revised Nonprofit Corporation Act ("CRNCP"). The Association, acting through the Board, may (without specific authorization in the Declaration):

(a) Adopt and amend any rules and regulations of the Association, policies and procedures required by the Act ("CCIOA Policies"), Design Guidelines and/or Construction Rules;
(b) Adopt and amend Bylaws;
(c) Adopt and amend budgets for revenues, expenditures and reserves and collect Assessments;
(d) Hire and terminate Managing Agent(s) and other employees, agents and independent contractors;
(e) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Project as provided for herein;
(f) Make contracts and incur liabilities;
(g) Regulate the use, maintenance, repair, replacement and modification of Common Elements, and further lease or license, or permit the use of, by less than all Owners and/or non-Owners, on either a short or long-term basis, and with or without charge as the Board deems fit, any portion of the General Common Elements and/or any Unit owned by the Association;
(h) Cause minor improvements (not exceeding $50,000 for any improvement project) to be made to the Common Elements. If such project cost exceeds the permitted amount the Board must obtain 67% Owner approval;
(i) Grant long or short-term easements, leases, licenses and concessions through or over the Common Elements as provided herein;
(j) Impose and receive any payments, fees or charges for the use, rental or operation of the General Common Elements as provided herein;
(k) Impose charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents;
(l) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;

(m) Provide for the Association's indemnification of its officers and members of the Board, and also to maintain directors' and officers' liability insurance as determined to be appropriate by the Board or the Owners;
(n) Borrow funds to cover Association expenditures and pledge Association assets as security therefor, subjecting Common Elements to a security interest in connection therewith;
(o) Assign, pledge and collateralize its right to future income, including the right to receive Assessments;
(p) Exercise any other powers conferred by the Declaration or the Bylaws;
(q) Exercise all other powers that may be exercised in Colorado by legal entities of the same type as the Association; and
(r) Exercise any other powers necessary and proper for the governance and operation of the Association.

The Board of Directors may not, however, act on behalf of the Association to amend this Declaration, to terminate the Community, or to elect members of the Board of Directors or determine the qualifications, powers and duties, or terms of office of Board of Directors members, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term. The Board of Directors may, by resolution, delegate portions of its authority to officers of the Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for management of the affairs of the Association. No member of the Board of Directors and no officer shall be liable for actions taken or omissions made in the performance of such member's or officer's duties except for wanton and willful acts or omissions.

7.3 Delegation by the Board of Directors.

(a) *Delegation to Managing Agent.* The Association, acting through the Board, may employ or contract for the services of a Managing Agent to act for the Association and the Board and the officers according to the powers and duties delegated to the Managing Agent pursuant to the Bylaws or the resolution of the Board. Neither the Board nor any officer of the Association will be liable for any omission or improper exercise by a Managing Agent of any such duty, power, or function so delegated by written instrument executed by or on behalf of the Board.
(b) *Committees.* The Association, acting through the Board, may delegate any of its rights, duties or responsibilities to any committee or other entity that the Board may choose to form.
(c) *Limitation.* Any delegation by the Board under this Section is subject to compliance with the Act and the Bylaws and the requirement that the Board, when so delegating, will not be relieved of its responsibilities under the Association Documents and the Act.

7.4 Acquiring and Disposing of Personal Property. The Association may acquire, own, and hold for the use and benefit of all Owners tangible and intangible personal property,

and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same undivided proportion as their respective undivided interests (Allocated Interests) in the Common Elements. Such interests shall not be transferable except with the transfer of a Unit. A conveyance of a Unit shall transfer ownership of the transferor's beneficial interest in such personal property without any reference thereto. Each Owner may use such personal property in accordance with the purposes for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

7.4 Contracts with Others. The Association may contract with the City of Glenwood Springs or with other homeowners' associations or owners of nearby property in order to provide services required herein or by law for the benefit of Owners and their family members, guests, tenants and invitees. Any resulting costs incurred by the Association shall be a Common Expense. The Association may contract with third parties and/or other homeowners' associations or owners of nearby property in order to gain access to amenities or other arrangements beneficial to Owners and their family members, guests, tenants and invitees.

7.5 Rules and Regulations. The Association may adopt, amend, repeal, and enforce such Rules and Regulations as the Board of Directors may consider necessary, desirable or appropriate from time to time with respect to the interpretation and implementation of this Declaration, the operation of the Association, and the use and enjoyment of the Common Elements. Any such Rules and Regulations shall be effective only upon adoption by resolution at an open meeting of the Board of Directors. Notice of the adoption, amendment, or repeal of any Rule or Regulation shall be given in writing to each Owner, and copies of the currently effective Rules and Regulations shall be made available to each Owner and Occupant upon request and payment of the reasonable expense of copying the same. Each Owner and Occupant shall comply with such Rules and Regulations, and each Owner shall see that Occupants claiming through such Owner comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall govern. Such Rules and Regulations may establish penalties (including the levying and collection of fines) for the violation of such Rules and Regulations or of any provision of this Declaration, the Articles, or the Bylaws.

7.6 Membership in Association. There shall be one Membership in the Association for each Unit within the Community. The person or persons who constitute the Owner of a Unit shall automatically be the holder of the Membership appurtenant to that Unit, and shall collectively be the "Member" of the Association with respect to that Unit, and the Membership appurtenant to that Unit shall automatically pass with fee simple title to the Unit. Membership in the Association shall not be assignable separate and apart from fee simple title to a Unit, and may not otherwise be separated from ownership of a Unit.

7.7 Voting Rights of Members. Each Unit in the Community shall be entitled to one (1) vote in the Association. Occupants of Units shall not have voting rights. If title to a Unit is

owned by more than one (1) Person, such Persons shall collectively vote their interest as a single vote. If only one of the multiple Owners of a Unit is present at an Association meeting, such Owner is entitled to cast the vote allocated to that Unit. If more than one of the multiple Owners is present, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any of the multiple Owners casts the vote allocated to that Unit without protest being made promptly to the Person presiding over the meeting by any of the other Owners of the Unit. In the event of a protest being made by one or more multiple Owners, and a majority of the multiple Owners of the Unit cannot agree on how to cast their vote, any vote cast for that Unit shall be null and void with regard to the issue being voted upon. Such multiple owners and their Unit shall nevertheless be counted in determining the presence of a quorum with respect to the issue being voted upon.

A quorum is deemed present throughout any meeting of the Members of the Association if Persons entitled to cast at least fifty percent (50%) of the votes in the Association are present, in Person or by proxy, at the beginning of the meeting.

Provided a quorum of Members entitled to vote is present in Person or by proxy, the affirmative vote of a majority of the Members so present shall constitute approval of any matter voted upon unless a different number is required on a particular matter by the Act, this Declaration, the Articles, or the Bylaws.

The vote allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one Person, each Owner of the Unit may vote or register protest to the casting of a vote by the other owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate eleven (11) months after its date, unless a different termination date is otherwise set forth on its face.

The Unit Owners, by a vote of sixty-seven percent (67%) of all Members present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board of Directors with or without cause.

7.8 Period of Declarant Control of Association. Notwithstanding any other provisions hereof, Declarant shall have and hereby reserves the power to appoint and remove, in its sole discretion, the members of the Board of Directors and the officers of the Association during the period commencing upon the recording of this Declaration and terminating no later than the earlier of (a) sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be created to Unit Owners other than Declarant; or (b) two (2) years after the last conveyance of a Unit by the Declarant in the ordinary course of business; or (c) two (2) years after any right to add new Units was last exercised by Declarant.

At any time prior to the termination of the Period of Declarant Control of the Association, the Declarant may voluntarily surrender and relinquish the right to appoint and remove officers and members of the Board of Directors, but in such event Declarant may require, for the duration of the Period of Declarant Control of the Association, that specified actions of the Association or the Board of Directors, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. As to such actions, Declarant may give its approval or disapproval in its sole discretion and option, and its disapproval shall invalidate any such action by the Board of Directors or the Association. Not later than the termination of the Period of Declarant Control of the Association, the Townhome Unit Owners (including Declarant) shall elect a Board of Directors of at least three members, at least a majority of whom must be Townhome Unit Owners other than Declarant or designated representatives of Townhome Unit Owners other than Declarant, and the Board of Directors shall elect the officers, with such Board of Directors members and officers to take office upon election. Pursuant to Section 38-33.3-303(9) of the Act, within 60 days after Unit Owners other than Declarant elect a majority of the members of the Board of Directors, Declarant shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by Declarant.

ARTICLE 5
Insurance

8.1 Insurance Requirements. The Association shall obtain, maintain and keep in full force and effect at all times the following types of insurance, and the cost of said coverage shall be paid by the Association as a Common Expense:

(a) *Casualty Insurance*. Property insurance on all Buildings, all fixtures that are part of such Buildings, all Common Elements, and improvements thereon (excepting any such improvements installed by Unit Owners) within the Community. Such insurance shall not include or cover the finished interior surfaces of the walls, floors and ceilings of the Units. Such insurance shall be for broad form covered causes of loss, including casualty, fire, and extended coverage insurance including, if available at reasonable cost, coverage for vandalism and malicious mischief and, if available and if deemed appropriate, coverage for flood, earthquake, and war risk. Such insurance shall, to the extent reasonably obtainable, be for the full insurable replacement cost of the insured property, less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavation, foundations and other items normally excluded from property policies, and shall include such endorsements as the Board of Directors considers appropriate from time to time.

(b) *Liability Insurance*. Comprehensive general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of Common Elements within the Community and covering public liability or claims of liability for injury to persons and/or property, and death of any person or persons. Such liability insurance shall, to the extent reasonably obtainable, (a) have limits of not less than Three Million Dollars ($3,000,000.00) per person and Three Million Dollars ($3,000,000.00) per occurrence; (b) insure the Board of Directors, the Association and its officers, and their

respective employees, agents and all Persons acting as agents; (c) include the Successor Declarant as an additional insured as its interests may appear; (d) include the Owners as additional insureds, but only for claims and liabilities arising in connection with the ownership, existence, use or management of Common Elements; (e) cover claims of one or more insured parties against other insured parties; and (f) be written on an occurrence basis.

c) *Worker's Compensation*. A Worker's Compensation policy, if necessary, to meet the requirements of law.

d) *Directors and Officers Liability Insurance.* The Association may, in its discretion, carry directors' and officers' liability insurance in such amount as the Board of Directors may deem appropriate.

(e) *Other Insurance.* Such other insurance in such amounts as the Board of Directors shall determine, from time to time, to be appropriate to protect the Association or the Unit Owners, or as may be required by the Act.

(f) *General Provisions Respecting Insurance.* Insurance policies carried pursuant to Sections 8.l(a) and 8.l(b) above shall provide that (i) each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Elements or membership in the Association; (ii) the insurer waives its rights of subrogation under the policy against the Association, each Owner, and any Person claiming by, through, or under such Owner or any other director, agent or employee of the foregoing; (c) no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and (d) if at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy shall be the primary insurance. An insurer that has issued an insurance policy for the insurance to the Association and, upon request, to any Unit Owner or holder of a security interest to whom a certificate or memorandum of insurance has been issued, at their respective last-known addresses.

Any loss covered by the property insurance policy described in Section 8.1(a) above must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Unit Owners and lienholders as their interests may appear. Subject to the provisions of Section 38.33.3-313(9) of the Act, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association Unit Owners, and lienholders are not entitled to receive payments of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely restored or the Community is terminated.

The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Owners causing such loss or benefitting from such repair or restoration for all deductibles paid by the Association. In the event more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each Unit Owner a pro rata share of any deductible paid by the Association. Insurance obtained by the Association shall, to the extent reasonably possible, and provided Declarant reimburses the Association for any additional premium payable on account thereof, name Declarant as an additional insured and shall contain a waiver of subrogation rights as against Declarant.

Insurance policies and insurance coverage shall be reviewed at least annually by the Board of Directors to ascertain whether coverage under the policies is sufficient in light of the current values of Common Elements and in light of the possible or potential liabilities of the Association and other insured parties.

In no event shall insurance coverage obtained or maintained by the Association obviate the need for Owners and Occupants to obtain insurance for their own benefit.

(g) *Nonliability of Association or Board of Directors.* Notwithstanding the duty of the Association to obtain insurance coverage, as stated herein, neither the Association nor any Board of Directors member, shall be liable to any Unit Owner, Occupant, mortgagee or other Person, if any risks or hazards are not covered by insurance, or if the appropriate insurance is not obtained because such insurance coverage is not reasonably obtainable on the Association's behalf, or if the amount of insurance is not adequate, and it shall be the responsibility of each Unit Owner and Occupant to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Unit Owner or Occupant may desire.

(h) *Premiums.* Premiums for insurance policies purchased by the Association and other expenses connected with acquiring such insurance shall be paid by the Association as a Common Expense, except that the amount of increase over any annual or other premium occasioned by the use, misuse, occupancy or abandonment of a Unit or its appurtenances, or Common Elements, by a Unit Owner or Occupant, may at the Board of Directors' election, be assessed against that particular Unit Owner and his Unit as a Reimbursement Assessment.

(i) *Insurance Claims.* The Association is hereby irrevocably appointed and authorized, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board of Directors has full and complete power to act for the Association in this regard, and may, in its discretion, appoint an authorized

representative, or enter into an insurance trust agreement, wherein the trustee shall have the authority to negotiate losses under any policy purchased by the Association.

(j) *Benefit.* Except as otherwise provided herein, all insurance policies purchased by the Association shall be for the benefit of, and any proceeds of insurance received by the Association or any insurance trustee shall be held or disposed of in trust for the Association, the Unit Owners, or the Occupants, as their interests may appear.

(k) *Other Insurance to be Carried by Unit Owners.* Insurance coverage on the improvements, furnishings and other items of personal property belonging to a Unit Owner or Occupant, and public liability insurance coverage upon each Unit and any Limited Common Elements designated for the use of that Unit shall be the responsibility of the Owner or Occupant of the Unit.

8.2 Damage to Community. Any portion of the Community for which insurance is required under Section 38-33.3-313 of the Act that is damaged or destroyed must be repaired or replaced promptly by the Association unless: (i) the Community is terminated; (ii) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (iii) sixty-seven percent (67%) of the Unit Owners, including owners of every Unit that will not be rebuilt, vote not to rebuild.

The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire Community is not repaired or replaced, the insurance proceeds attributable to the damaged Buildings or Common Elements must be used to restore the damaged property to a condition compatible with the remainder of the Community, and, except to the extent that other Persons will be distributees, the insurance proceeds attributable to Units and Common Elements that are not rebuilt must be distributed to the Owners of those properties, or to lienholders, as their interests may appear, and the remainder of the proceeds must be distributed to all Unit Owners or lienholders as their interests may appear in proportion to the Common Expense liabilities of all Units.

In the event of damage to or destruction of all or a portion of the Buildings or Common Elements due to fire or other adversity or disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damage or destruction, the Association may levy a Special Assessment in the aggregate amount of such deficiency, or if any Owner or group of Owners is liable for such damage, may levy a Reimbursement Assessment against the Owner or group of Owners responsible therefor, and shall proceed to make such repairs or reconstruction. Such Assessment shall be due and payable as provided by resolution of the Board of Directors, but not sooner than sixty (60) days after written notice thereof. The Assessment provided for herein shall be a debt of each Unit Owner assessed and a lien on his Unit, and may be enforced and collected in the same manner as any Assessment Lien provided for in this Declaration. If the entire damaged property is not repaired or replaced, the insurance proceeds attributable to the damaged property must be used to restore the damaged property to a condition compatible with the remainder of the

Community. No distributions of insurance proceeds shall be made unless made jointly payable to the Unit Owners and first mortgagees of their respective Units, if any.

ARTICLE
Limited Liability

Neither the Association nor its past, present or future officers or directors, nor any other employee, agent or committee member of the Association shall be liable to any Owner or Occupant or to any other Person for actions taken or omissions made except for wanton and willful acts or omissions. Without limiting the generality of the foregoing, the Association and the Board of Directors shall not be liable to any Owner or Occupant or other Person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Acts taken upon the advice of legal counsel, certified public accountants, registered or licensed engineers, architects or surveyors shall conclusively be deemed to be in good faith and without malice. To the extent insurance carried by the Association for such purposes shall not be adequate, the Owners severally agree to indemnify and to defend the Association and the Board of Directors against claims, damages or other liabilities resulting from such good faith action or failure to act.

ARTICLE 10
Assessments

10.1 Assessment Obligation. Declarant, for each Unit, shall be deemed to covenant and agree, and each Unit Owner, by acceptance of a deed therefor (including a public trustee's or sheriff's deed), whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) Regular Assessments or charges, (2) Special Assessments, and (3) Reimbursement Assessments, such assessments to be established and collected as hereinafter provided (collectively the "Assessments"). The Assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a continuing lien and security interest upon the Unit against which each such Assessment is charged. The obligation for such payments by each Unit Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) or demand, and without set-off or deduction of any kind or nature. Each Unit Owner is liable for Assessments made against such Owner's Unit during his period of ownership of the Unit. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the joint, several and personal obligation of each Person who was an Owner of such Unit at the time when the Assessment became due. Upon the transfer of title to a Unit, the transferor and the transferee shall be jointly, severally and personally liable for all unpaid Assessments and other charges due to the Association prior to the date of transfer, and the transferee shall be personally liable for all such Assessments and charges becoming due thereafter.

10.2 Statutory Lien. The Association has a statutory lien pursuant to §38-33.3-316 of the Act on the Unit of an Owner for all Assessments levied against such Unit or fines imposed

against such Unit's Owner from the time the Assessment or fine becomes due (the "Assessment Lien"). Fees, charges, late charges, attorneys' fees, fines and interest charged by the Association pursuant to the Act or this Declaration are enforceable as Assessments. The amount of the lien shall include all such items from the time such items become due. If an Assessment is payable in installments, the Association has an Assessment Lien for each installment from the time it becomes due, including the due date set by the Board of Directors' acceleration of installment obligations. An Assessment Lien is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of Assessments becomes due.

10.3 Lien Superior to Homestead and Other Exemptions. An Assessment Lien shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against the Assessment Lien.

10.4 Priority of Lien. An Assessment Lien is prior to all other liens and encumbrances on a Unit except as follows:

(a) Liens and encumbrances recorded before the recordation of this Declaration;

(b) A security interest on the Unit which has priority over all other security interests on the Unit and which was recorded before the date on which the Assessment sought to be enforced became delinquent. An Assessment Lien is prior to the security interest described in the preceding sentence to the extent of an amount equal to the Regular Assessments (based on a Budget adopted by the Association pursuant to Section 10.7 below) which would have become due, in the absence of any acceleration, during the six (6) months immediately preceding institution by the Association or any party holding a lien senior to any part of the Association lien created under this Article I0 of an action or a nonjudicial foreclosure either to enforce or to extinguish the lien;

(c) Liens for Project taxes and other governmental assessments or charges against the Unit; and

(d) As may otherwise be set forth in the Act. The priority of mechanics' and materialmen's liens is not affected by the Act.

This Article I0 does not prohibit an action or suit to recover sums for which this Article I0 creates a lien or prohibit the Association from taking a deed in lieu of foreclosure. Sale or transfer of any Unit shall not affect the lien for an Assessment.

10.5 Perfection of Lien. The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien for Assessments is

required; however, a claim may be recorded at the Association's option, in which event costs and attorneys' fees incurred in connection with the preparation and filing of such claim shall be assessed against the Unit as a Reimbursement Assessment.

10.6 Regular Assessments.

(a) A Regular Assessment shall be made annually against each Unit, based upon an annual Budget prepared by the Board of Directors, for purposes of paying (i) the annual costs of operating and administering the Association and all other Common Expenses, (ii) the costs of services rendered or expenditures incurred by the Association to or for less than all Units (but not including Common Expenses), which shall be assessed only to the Units benefitted and then equally among them, (iii) reasonable reserves for contingencies, replacements, and other proper purposes, and (iv) such other matters as may be reasonably determined by the Board of Directors to be the subject of a Regular Assessment;

(b) Regular Assessments shall be allocated in accordance with the Allocated Interests of each Unit in the Community, except that (i) any Common Expense or portion thereof benefitting fewer than all of the Units shall be assessed exclusively against the Units benefitted; and (ii) any Common Expense associated with the maintenance, repair, improvement or replacement of a Limited Common Element shall be assessed only against the Unit(s) for which the Limited Common Element is designated. If Common Expense liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be reallocated in accordance with the reallocated Common Expense liabilities.

(c) Regular Assessments shall be levied on a calendar year basis, except that the initial Regular Assessment period shall commence on the first day of the calendar month or quarter in which the first Unit is conveyed by Declarant to a Person other than Declarant. Regular Assessments shall be paid in installments on a monthly, quarterly or semi-annual basis, as the Board of Directors may determine from time to time, and shall be due either on the first day of each calendar month or on the first day of each calendar year quarter (January 1, April 1, July 1 and October 1), or on the first day of a semi-annual period (e.g. January 1, July 1) as appropriate. Unless and until changed to a monthly or semi-annual system by the Board of Directors, Regular Assessments shall be due and payable on the first day of each calendar quarter. Any Unit Owner acquiring a Unit between installment due dates shall pay a pro rata share of the immediately preceding installment.

(d) The Board of Directors shall fix the amount of the Regular Assessment, using the Budget procedure described below, at least thirty (30) days before the end of each calendar year. Written notice of the Regular Assessment shall be sent to each Owner. Failure of the Board of Directors timely to fix and levy the Regular Assessments for any year or to send a notice thereof to any Owner shall not relieve or release any Owner from liability for payment of Regular

Assessments or any installments thereof for that or subsequent years as soon as the Board of Directors levies the Regular Assessment and provides notice thereof.

(e) The Board of Directors shall also mail to each Owner at least ten (10) days prior to the due date thereof a written notice of the amount of the next quarterly (or monthly or semi-annual, as the case may be) installment of Regular Assessment that is due from such Owner, and the date on which such installment is due pursuant to subparagraph (d) above. Failure of the Board of Directors to send timely notice to any Owner of an installment of Regular Assessment due shall not relieve or release any Owner from liability for payment of that installment as soon as the Board of Directors in fact provides such notice.

10.7 Association Budget. The Board of Directors shall adopt a Budget which establishes a Regular Assessment for the Unit Owners. Annually, the Board of Directors shall prepare or cause to be prepared an operating budget (the "Budget") for the next calendar year. The Budget shall provide for the allocation of any surplus funds remaining from any previous Budget period in accordance with §38-33.3-314 of the Act. Within thirty (30) days after adoption of any proposed Budget for the Association, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver, a summary of the Budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the Budget not less than fourteen (14) nor more than sixty (60) days after the mailing or other delivery of the summary. Such meeting may, but need not be, concurrent with the annual meeting of the Members as provided in the Bylaws. Unless at that meeting sixty-seven percent (67%) of all Unit Owners reject the Budget, the Budget shall be ratified, whether or not a quorum of Owners is present. In the event that the proposed Budget is rejected, the Budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent Budget proposed by the Board of Directors.

10.8 Special Assessments. In addition to the Regular Assessments and Reimbursement Assessments authorized in this Article 10, the Board of Directors may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, maintenance, or replacement of capital improvements (including related fixtures and personal property) to or upon or serving the Community, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association. Except in the event of an emergency, or an excess tort liability, where no membership vote shall be required, the Board of Directors shall not levy a Special Assessment without the approval of the Unit Owners in the Community as provided below.

Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Owners no less than thirty (30) or more than fifty (50) days before the meeting. At the meeting, the presence of Owners in person or by proxy that are entitled to cast fifty percent (50%) of the votes in the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called pursuant to the same notice requirements, and the required quorum at this second meeting shall be only thirty percent (30%) of the votes in the

Association. No such second meeting shall be held more than sixty (60) days following the date of the first meeting.

Provided a quorum of Owners entitled to vote is present in person or by proxy, in accordance with the quorum requirements set forth in the preceding paragraph, then the affirmative vote of a majority of the Owners so present shall constitute approval of the proposed Special Assessment.

For purposes of this Section 10.8, the term "emergency" shall mean any circumstances or set of circumstances which pose an imminent threat of loss, damage or injury, actual or threatened, to persons or property. Special Assessments shall be allocated in the same manner as Regular Assessments, that is, in accordance with the Allocated Interests of each Unit in the Community, and shall be due and payable to the Association on the due date fixed by the Board of Directors in the notice given to the Owners of such Special Assessment, which due date shall be no earlier than thirty (30) days after the giving of such notice.

10.9 Reimbursement Assessments. In addition to the Regular and Special Assessments authorized hereunder, the Board of Directors may levy against any Owner or Owners, at any time and from time to time, a Reimbursement Assessment for purposes of reimbursing the Association for all costs and expenses incurred by it in enforcing any provision of or in remedying any violation of this Declaration, the Articles and Bylaws, or any Rules and Regulations, by such Owner or Owners, their Occupant(s), or their agents, employees or contractors. Reimbursement Assessments may also be made by the Board of Directors for any other purposes for which this Declaration provides for the levying of a Reimbursement Assessment. Finally, and in addition to the foregoing, a Reimbursement Assessment may also be levied in the form of a reasonable fine against an Owner for a violation of this Declaration, the Articles, Bylaws, or the Rules and Regulations, but only after the Owner(s) to be so fined have been provided with Notice and Hearing. Reimbursement Assessments shall be due and payable to the Association on the due date fixed by the Board of Directors in the notice given to the Owner(s) of such Reimbursement Assessment, which date shall be no earlier than thirty (30) days after the giving of such notice.

10.10 Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment or portion or installment thereof which is not paid when due (or for which a bad check is issued) shall be deemed delinquent and shall bear interest from and after the due date at the rate of interest set by the Board of Directors from time to time, which shall not be less than twelve percent (12%) nor more than twenty-one percent (21%) per year, and the Board of Directors may also assess a late charge (and/or a bad check charge) thereon. The Board of Directors may also elect to accelerate the installment obligations of any Regular Assessment for which an installment is delinquent. The delinquent Owner shall also be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting a delinquent Assessment, which collection costs shall be added to the delinquent Assessment. The Board of Directors may, but shall not be required to, record a Notice of Delinquent Assessment or charge against any Unit as to which an Assessment or charge is delinquent. The Notice shall be executed by an officer of the Board of

Directors, and shall set forth the amount of the unpaid Assessment or charge, the name of the delinquent Owner and a description of the Unit.

The Assessment Lien may be foreclosed by the Association in the same manner as a mortgage on real property. The Association shall be entitled to purchase the Unit at foreclosure. The Association may also bring an action at law against the Owner personally obligated to pay the delinquent Assessment and/or foreclose the lien against the Owner's Unit in the discretion of the Association. No Owner may exempt himself or otherwise avoid liability for the Assessments provided for herein by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit against which the Assessments are made.

In any action by the Association to collect Assessments or to foreclose a lien for unpaid Assessments, the court may appoint a receiver to collect all sums alleged to be due from the Unit Owner prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's Regular Assessments.

10.11 Statement of Unpaid Assessments. The Association shall furnish to an Owner or such Owner's designee or to a holder of a security interest or its designee upon written request, delivered personally or by facsimile transmittal or by certified mail, first class postage prepaid, return receipt requested, to the Association, a written statement setting forth the amount of unpaid Assessments currently levied against such Owner's Unit, whether delinquent or not. The statement shall be furnished within fourteen (14) days after receipt of the request and is binding on the Association, the Board of Directors, and every Owner. If no statement is furnished either delivered personally or by facsimile transmission or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Unit for unpaid Assessments which were due as of the date of the request.

10.12 Assessments for Tort Liability. In the event of any tort liability against the Association which is not covered completely by insurance, each Owner shall contribute for the payment of such liability as a Special Assessment. The Association may, however, require a larger contribution from fewer than all Owners under any legal or equitable principles regarding liability for negligent or willful acts or omissions.

ARTICLE 11
Eminent Domain

11.1 Definition of Taking. The term "taking", as used in this Article 11, shall mean condemnation by eminent domain or sale under threat of condemnation.

11.2 Representation in Condemnation Proceedings of Common Elements. In the event of a threatened taking of all or any portion of the Common Elements, the Unit Owners hereby appoint the Association through such Persons as the Board of Directors may designate to represent the Association and all of the Unit Owners in connection therewith. The Association shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Service of

process on the Association shall constitute sufficient notice to all Unit Owners, and service of process on each individual Unit Owner shall not be necessary.

11.3 Award for Common Elements. Any awards received by the Association on account of the taking of Common Elements shall be paid to the Association. The Association may, in its sole discretion, retain any award in the general funds of the Association or distribute all or any portion thereof to the Unit Owners as their interests may appear. The rights of a Unit Owner and the mortgagee of a Unit as to any such distribution shall be governed by the provisions of the mortgage encumbering the Unit.

11.4 Taking of Units. If a Unit is acquired by eminent domain or part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must include compensation to the Townhome Unit Owner for the acquired Unit and its Allocated Interests. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units (as appropriate) in proportion to the respective Allocated Interests of those Units before the taking. Any remnant of a Unit remaining after part of a Unit is taken is thereafter a Common Element. Otherwise, if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Unit. Upon acquisition, unless the decree otherwise provides:

(a) That Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit; and

(b) The portion of Allocated Interests divested from the partially acquired Unit is automatically reallocated to that Unit and to the remaining Units (as appropriate) in proportion to the respective interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

11.5 Miscellaneous. The court decree shall be recorded in Garfield County. The reallocations of Allocated Interests pursuant to this Article shall be confirmed by an amendment to the Declaration prepared, executed, and recorded by the Association.

ARTICLE 12

Acknowledgements, Construction Defects, Disputes, Dispute Resolution and Litigation

12.1 Acknowledgements.

(a) *Security*. THE ASSOCIATION SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROJECT, NOR SHALL THE ASSOCIATION BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY, INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, OR ACTS OF THIRD PARTIES. ALL OWNERS, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS

APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION IS NOT AN INSURER AND THAT EACH OWNER, TENANT, GUEST, AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO UNITS, AND TO THE CONTENTS OF UNITS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

(b) *No View Easement*. There is no easement or other right, express or implied, for the benefit of the Unit or any Owner for light, view or air created by this Declaration or as a result of the Owner owning the Unit.

(c) *Sound Transmission*. Sound and impact noise transmission in a building(s) such as the Project is hard to control, and noises from adjoining or nearby structures and surrounding development and/or mechanical equipment can and will be heard in the Units. The Association is not responsible in any way for sound or impact noise transmission.

(d) *Mold Disclosure*. Molds, mildew, fungi, bacteria and microbiologic organisms (collectively "Molds") are present in soil, air and elsewhere in the environment. Molds can proliferate in various environments including, among others, damp areas such as bathrooms and within walls and partitions. Certain parties have expressed concerns about the possible adverse effects on human health from exposure to Molds. Due to various reasons, including the varying sensitivities of different individuals to various types of Molds and other contaminants, as of the date of this Declaration there currently exist no state or federal standards regarding acceptable levels of exposure to Molds. EACH OWNER ACKNOWLEDGES THAT DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PAST, CURRENT OR FUTURE PRESENCE OR ABSENCE OF MOLDS IN OR IN THE VICINITY OF ITS UNIT, ANY COMMON ELEMENT WALL(S) LOCATED WITHIN ITS UNIT, OR ANY LIMITED COMMON ELEMENT ALLOCATED TO ITS UNIT OR IN ANY OTHER PORTION OF THE COMMUNITY. The provisions of this paragraph will be binding upon the Owners to the fullest extent permitted by applicable law, as may be in effect from time to time.

(e) *Inspection by Others, Waiver of Post Inspection Liability*. It is hereby expressly understood and agreed by Declarant and by any Owner acquiring a Unit that Declarant relies upon governmental inspectors and other qualified subcontractors and tradesman to inspect the construction of the Unit and the Common Elements in order to verify compliance with construction plans and with any and all building code requirements applicable to residential construction. Declarant and each Owner further expressly understand and agree that, with respect to the Units and the Common Elements and the Limited Common Elements, upon compliance with the inspections required by the local building department and the issuance of a certificate of occupancy by the responsible government agency, Declarant will be deemed

to have used its best efforts to construct such Units and Common Elements in substantial compliance with the construction plans and all applicable building code requirements. EXCEPT AS OTHERWISE MAY BE PROVIDED IN A PURCHASE AND SALE OR OTHER AGREEMENT BETWEEN DECLARANT AND AN OWNER, EACH OWNER, BY ACQUIRING AN OWNERSHIP INTEREST, HEREBY KNOWINGLY AND WILLINGLY WAIVES AS AGAINST DECLARANT AND ITS AFFILIATES ANY AND ALL DEMANDS, CLAIMS, ACTIONS AND CAUSES OF ACTION, AND ALL LIABILITY, LOSSES, DAMAGES, COSTS OR EXPENSES THAT HAVE BEEN OR MAY BE INCURRED IN ASSOCIATION THEREWITH, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXEMPLARY DAMAGES, WHICH ARISE FROM OR AE RELATED TO ANY NONCOMPLIANCE OF THE UNITS OR THE COMMON ELEMENTS WITH CONSTRUCTION PLANS OR BUILDING CODE REQUIREMENTS, WHICH NONCOMPLIANCE IS NEITHER SUBSTANTIAL NOR MATERIAL IN NATURE AND WHICH NONCOMPLIANCE IS DISCOVERED AFTER THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR, RESPECTIVELY, SUCH UNITS, COMMON ELEMENTS OR LIMITED COMMON ELEMENTS; AND ANY SUCH NONCOMPLIANCE WILL BE DEEMED UNINTENTIONAL WITH RESPECT TO DECLARANT. TO THE EXTENT THAT ANY SUBSTANTIAL OR MATERIAL NONCOMPLIANCE WITH APPLICALBE BUILDING CODES OR WITH THE CONSTRUCTION PLANS IS DISCOVERED WITH REGARD TO ANY UNIT OR THE COMMON ELEMENTS, THE PROVISIONS OF THIS ARTICLE 12 WILL GOVERN SUCH MATTER. THE PROVISIONS OF THIS SECTION 12.1(e) WILL BE BINDING UPON THE OWNERS AND THE ASSOCIATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FROM TIME TO TIME.

12.2 Testing for Construction Defects.

(a) The Association will not undertake or authorize any testing, including, without limitation, investigative testing, destructive testing or invasive testing of any kind for defects in construction of any Unit, Common Element or Limited Common Element without first determining, based upon the presence of some readily observable evidence or condition, that a defect may exist. In making such a determination the Board of Directors will rely on the opinions and/or the conclusions of a qualified expert (e.g., a structural engineer); even in the event such evidence or conditions exist, the Association will not be obligated to authorize or undertake such testing.

(b) In determining whether to authorized such testing, the Board of Directors will be governed by the following considerations:
    a. Whether the Association's position is strong enough to justify taking any other or further action;
    b. Whether, although a technical violation may exist or may have occurred, it is of such a material nature as to be objectionable to a

reasonable person or to justify expending the Association's resources; and

c. Whether it is in the Association's best interests, based upon hardship, expense, inconvenience or other reasonable criteria to pursue the matter further.

(c) Notwithstanding the foregoing, under no circumstance with the Association authorize such testing as is contemplated under Section 12.2(a) unless the nature of the suspected defect is such that:

a. It poses a significant risk to life, health, safety or personal property; and

b. It threatens or affects the structural integrity, functionality or performance of the Property (or a portion thereof) for its intended use.

(d) In the event that the Board of Directors undertakes or authorizes testing for construction defects, then prior to any testing taking place, Declarant and others responsible for the construction will be entitled to notice of the alleged defect, access to the area of the alleged defect and an opportunity to inspect the area and repair any defect that is found to exist. Declarant and others responsible for construction will also be entitled to be present during any testing and may record (via videotape, audio tape, still photographs, or any other recording method) all testing conducted and all alleged defects found.

(e) In the event that testing discloses any defects, Declarant and others responsible for construction will be given a reasonable amount of time, based on the nature and extend of the defect, to repair or correct the condition. If Declarant or others responsible for construction fail to repair or correct the condition, the Board of Directors will have the right, but not the obligation, to proceed with a "Claim" pursuant to this Article. In determining whether to proceed with such a Claim, the Board will be governed by the same standards as set forth in Section 12.7 below.

12.3 Consensus for Condominium Association Litigation. Except as provided in this Section 12.3, the Association will not commence a judicial or administrative proceeding, including, without limitation, any proceeding required under Section 12.6 below, without (a) the approval of the Owners to which as least 67% of the votes in the Association are allocated; and (b) the affirmative vote of Declarant so long as Declarant owns any Unit. This Section 12.3 will not apply, however, to: (i) actions brought by the Association to enforce the terms of this Declaration, the Bylaws, the Rules, the Design Guidelines or the Construction Guidelines (including, without limitation, the foreclosure of liens); (ii) the imposition and collection of Assessments; (iii) proceedings involving challenges on ad valorem taxation; or (iv) counterclaims brought by the Association in proceedings instituted against it. This Section 12.3 will not be amended unless such amendment is approved by at least 67% of the votes in the Association and pursuant to the same procedures, necessary to institute proceedings, as provided for herein.

Prior to the Association of any Owner's commencing any judicial or administrative proceeding which arises out of an alleged defect of any Common Element, Limited Common Element or Unit, Declarant and others responsible for the construction will have the right to be heard by the Owners and to access, inspect, correct the condition of, or redesign any portion of

the Common Elements, Limited Common Elements or Units, including any improvement as to which a defect is alleged. In addition, the Association or the Owner will notify the builder who constructed the subject improvement prior to retaining any other expert as an expert witness or for other litigation purposes.

12.4 Alternative Method for Resolving Disputes. In accordance with and in furtherance of Section 124 of the Act, Declarant; the Association, its officers, directors, and committee members; any Owner; all persons subject to this Declaration; and any person not otherwise subject to this Declaration who agrees to submit to this Section 12.4 (each such entity being referred to as a "Bound Party") agree to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances or disputes described in Section 12.5 of this Declaration (each, a "Claim"), to the procedures set forth in Section 12.6 of this Declaration.

12.5 Claims. Unless specifically exempted below, all Claims arising out of or related to the interpretation, application or enforcement of this Declaration, or the rights, obligations and duties of any Bound Party under this Declaration or relating to the design or construction of the Units, the Common Elements or the Limited Common Elements (including, without limitation any soils related issues) will be subject to the provisions of Section 12.6 of this Declaration.

Notwithstanding the above, unless all parties thereto otherwise agree, the following will not be Claims and will not be subject to the provisions of Section 12.6 of this Declaration:

(a) Any suit by the Association against any Bound Party to enforce the provisions of Article 10 (Assessments);
(b) Any suit by the Association or Declarant to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to act under and enforce the provisions of Article 3 (General Provisions and Restrictions Applicable to the Community); and
(c) Any suit between or among Owners, to the extent such suit asserts a Claim which would constitute a cause of action independent of this Declaration.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 12.6.

12.6 Mandatory Procedures.

(a) *Notice*. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (Claimant and Respondent are hereinafter referred to individually, as a "Party", or collectively as the "Parties") will notify each Respondent in writing (the "Notice"), stating plainly and concisely (i) the nature of the Claim including the persons involved and

Respondent's role in the Claim; (ii) the legal basis of the Claim (i.e. the specific authority out of which the Claim arises); (iii) the proposed remedy; and (iv) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) *Negotiation and Mediation*.

a. The Parties will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board of Directors may appoint a representative to assist the Parties in negotiation.
b. If the Parties do not resolve the Claim within 30 days after the date of the Notice (or within such other period as may be agreed upon by the Parties)("Termination of Negotiations"), Claimant will have 30 additional days to submit the Claim to mediation under the auspices of an independent mediation service designated by the Parties, or if the Parties can not agree then as designated jointly by each of the Parties' desired mediation service, and providing dispute resolution services in the Garfield County, Colorado area.
c. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant will be deemed to have waived the Claim and Respondent will be released and discharged from any and all liability to Claimant on account of such Claim, *provided, however*, that nothing herein will release or discharge the Respondent from any liability to any person other than Claimant.
d. Any settlement of the Claim through mediation will be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator will issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice will set forth that the Parties are at an impasse and the date that the mediation was terminated.
e. Within five business days of the Termination of Mediation, Claimant will make a final written settlement demand ("Settlement Demand") to Respondent, and Respondent will make a final written settlement offer ("Settlement Offer") to Claimant. If Claimant fails to make a Settlement Demand, Claimant's original Notice will constitute the Settlement Demand. If Respondent fails to make a Settlement Offer, Respondent will be deemed to have made a "zero" or "take nothing" Settlement Offer.

(c) *Final and Binding Arbitration*.

a. If the Parties do not agree in writing to a settlement of the Claim within 15 days of the Termination of Mediation, Claimant will have 15 additional days to submit the Claim to arbitration. If not timely submitted to arbitration or if Claimant fails to appear for the

arbitration proceeding, the Claim will be deemed abandoned, and Respondent will be released and discharged from any and all liability to Claimant arising out of such Claim; *provided, however,* that nothing herein will release or discharge Respondent from any liability to persons other than Claimant.

b. This Section 12.6(c) is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of Colorado. The arbitration award (the "Award") will be final and binding with no right to appeal, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

(d) *Allocation of Costs of Resolving Claims*.

a. Except as provided for below, each Party, including, without limitation, any Owner and the Association, will share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the arbitration proceeding ("Post Mediation Costs"). Under no circumstances will either Party be entitled to recover its attorneys' fees from the other party (except as specifically provided under Section 123 of the Act). BY ACQUIRING AN OWERSHIP INTEREST AND AS A MEMBER OF THE ASSOCIATION, EACH OWNER ACKNOWLEDGES AND AGREES THAT SUCH OWNER AND THE ASSOCIATION HAVE WAIVED AND WILL BE DEEMED TO HAVE WAIVED THE RIGHT TO ANY AWARD OF ATTORNEYS' FEES (EXCEPT AS SPECIFICALLY PROVIDED UNDER SECTION 123 OF THE ACT) IN CONNECTION WITH THE ARBITRATION OF A DISUPTE UNDER THIS SECTION 12.6(d).

b. Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand will cause Claimant's Post Mediation Costs to be added to the Award, such costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than any Respondent's Settlement Offer will award to such Respondent its Post Mediation Costs. With respect to any Award which is less favorable to Claimant than Claimant's Settlement Demand yet more favorable to the Claimant than Respondent's Settlement Offer, each Party will bear its own Post Mediation Costs.

(e) *Limitation on Damages*. No Party, including, without limitation, any Owner and the Association, will be entitled to receive any award of damages in connection with the arbitration of a Claim other than such Party's actual damages, and Declarant, the Association and any Owner will be deemed to have waived the right to receive any damages in a dispute other than actual damages, including, without limitation, attorneys' fees (except as specifically provided under Section 123 of the Act), special damages, consequential damages, and punitive or exemplary damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FORM TIME TO TIME, BY ACQUIRING AN OWNERSHIP INTEREST AND AS A MEMBER OF THE ASSOCIATION, EACH OWNER KNOWINGLY

AND WILLINGLY ACKNOWLEDGES AND AGREES THAT SUCH OWNER AND THE ASSOCIATION HAVE WIAVED AND WILL BE DEEMED TO HAVE WAIVED, IN CONNECTION WITH THE ARBITRATION OF ANY DISPUTE UNDER SECTION 12.6(c), THE RIGHT TO ANY AWARD OF CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTIAL, OR OTHER NON-COMPENSATORY DAMAGES OR SIMILAR DAMAGES, INCLUDING ALL DAMAGES FOR EMOTIONAL DISTRESS, WHETHER FORESEEABLE OR UNFORESEEABLE AND REGARDLESS OF WHETHER SUCH DAMGES ARE BASED ON (BUT NOT LIMITED TO) CLAIMS ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT, VIOLATION OF BUILDING CODE (LOCAL, STATE OR FEDERAL), CONSTRUCTION DEFECTS (INCLUDING SOILS RELATED ISSUES), MISREPRESENTATION OR NEGLIGENCE OR OTHERWISE.

(f) *Multiple Party Claims*. Multiple Party Claims not consolidated or administered as a class action pursuant to the following sentence will be subject to, and will be arbitrated individually. Only with the written request of all Parties involved, but not otherwise, the arbitrator may: (i) consolidate in a single arbitration proceeding any multiple Party Claims that are substantially identicial; and (ii) arbitrate multiple Claims as a class action in accordance with the rules and procedures adopted by Construction Arbitration Services, Inc.

(g) *Enforcement of Resolution*. If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Section 12.6(b) above and any Party thereafter fails to abide by the terms of such agreement, or if any Party fails to comply with an Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in this Section 12.6. In such event, the Party taking action to enforce (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs to the extent specifically provided under Section 123 of the Act.

12.7 Legal Proceedings. Subject to the provisions of Sections 12.2 through 12.6 of this Declaration, the Association will have the right, but not the obligation, to institute legal proceedings to enforce all rights under this Declaration, the Bylaws, the Rules, Design Guidelines and Construction Rules. The decisions to institute legal proceedings by seeking the approval of the Owners to which at least 67% of the votes in the Association are allocated, pursuant Exhibit B of this Declaration, will be in the sole discretion of the Board of Directors and will be governed by the considerations detailed in Section 12.3, if applicable. Failure to commence such legal proceedings will not constitute a waiver of any such rights. ANY LIMITATIONS ON DAMAGES AND ALL WAIVERS OF LIABILTY AND RIGHTS TO AWARDS OF DAMAGES SET FORTH IN ANY SECTION OF THIS DECLARATION WITH RESPECT TO OWNERS, INCLUDING, WITHOUT LIMITATION, SECTIONS 12.6(c), 12.6(e) AND 12.6(f), WILL APPLY WITH EQUAL FORCE AND EFFECT WITH

RESPECT TO THE ASSOCIATION IN ANY LEGAL PROCEEDINGS INSTITUTED BY THE ASSOCIATION UNDER THIS SECTION 12.7. THE PROVISIONS OF SECTIONS 12.2 THROUGH 12.7 WILL BE BINDING UPON THE OWNERS AND THE ASSOCIATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FROM TIME TO TIME.

12.8. Enforcement of Declaration, Bylaws and Rules.

(a) *Sanctions and Self-Help*. Except as otherwise provided in this Declaration, after notice and an opportunity to be heard as provided in the Bylaws, the Rules or the CCIOA Policies, the Association, acting through the Board of Directors or any authorized agent may: (i) impose sanctions (including, without limitation, reasonable monetary fines and suspension of the Owner's right to vote in Association matters) for violations of the Governing Documents (ii) exercise self-help to cure any violations of the Governing Documents that an Owner or permittee fails or refuses to cure; and (iii) suspend any services it provides to any Owner who is more than 15 days delinquent in paying any Assessment or other charge due to the Association. All of the remedies set forth in the Governing Documents will be cumulative of each other and any other remedies available at law or in equity. If the Association prevails in any action to enforce the provisions of the Governing Documents, it will be entitled to recover all costs, including, without limitation attorneys' fees and court costs to the extent specifically provided under Section 123 of the Act, reasonably incurred by it in such action.

(b) *No Waiver*. In no event will the Association's failure to enforce any covenant, restriction or rule provided for in the Governing Documents constitute a waiver of the Association's right to later enforce such provision or any other covenant of the Association's right to later enforce such provision or any other covenant, restriction or rule.

12.9 Procedures for Addressing Disputes arising Between the Association and Owners. The provisions of this Article 12 contain the Association's responsible governance policy regarding the procedures for addressing disputes arising between the Association and Owners as required under Section 209.5(1)(VIII) of the Act.

ARTICLE 13
General Provisions

13.1 Duration of Declaration. The term of this Declaration shall be perpetual.

13.2 Termination of Community. The Community may be terminated only by the agreement of (i) Unit Owners holding at least eighty percent (80%) of the votes in the Association, and (ii) the holders of all first mortgages on Units. In the event of such termination, the provisions of Section 38-33.3-218 of the Act shall apply.

13.3 Amendment of Declaration and Plat. This Declaration and the Plat may be amended pursuant to Section 38-33.3-217 of the Act. Under the Act, the Declaration (including the Plat) may be amended by the Declarant in certain defined circumstances,

including without limitation when Declarant is exercising reserved rights under Article 4 hereof, and for purposes of correcting clerical, typographical or technical errors. The Act also provides that the Declaration may be amended by the Association in certain defined circumstances. Otherwise, and subject always to any provisions of this Declaration requiring the consent of Declarant to certain actions, this Declaration (including the Plat) may be amended only by the vote or agreement of Unit Owners holding at least sixty-seven percent (67%) of the votes in the Association. Furthermore, Section 38-33.3-217(4) of the Act provides that except to the extent expressly permitted or required by other provisions of the Act (e.g., permitted Declarant and Association amendments), no amendment may (i) increase the number of Units, or (ii) change the boundaries of any Unit or the Allocated Interests of a Unit in the absence of a vote or agreement of Unit Owners holding at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Units not owned by Declarant. No consent of any mortgage or trust deed holder shall be required to accomplish any such amendments.

An amendment to this Declaration shall be in the form of a "First (or Second, etc.) Amendment to Declaration and Plat", nd shall be duly executed by the President and Secretary of the Association and recorded in the Office of the Clerk and Recorder of Garfield County. All amendments to this Declaration shall be indexed in the Grantee's index in the names of the Community and the Association, and in the Grantor's index in the name of each Person executing the amendment.

13.4 Compliance; Enforcement. Every Owner and Occupant of a Unit in the Community shall fully and faithfully observe, abide by, comply with and perform all of the covenants, conditions and restrictions set forth in this Declaration, the Articles, Bylaws and Rules and Regulations, and all approvals granted by the Board of Directors, as the same or any of them may be amended from time to time. In addition to any other rights or remedies that may be provided to any Person under the terms and provisions of this Declaration, the Association through its Board of Directors, and every Unit Owner (except an Owner that is delinquent in the payment of Assessments hereunder), shall have the right, acting alone or together with others having such right, to enforce, by any proceeding at law or in equity, any or all of the covenants, conditions, restrictions, assessments, charges, liens, servitudes, easements and other provisions now or hereafter imposed by this Declaration, the Articles, Bylaws, Rules and Regulations, and approvals granted by the Board of Directors. Such enforcement rights shall include without limitation the right to bring an injunctive action for any form of injunctive relief available under Colorado law (including specific performance), or an action for damages, or both. Injunctive relief may include, without limitation, orders to stop work, orders to remove improvements constructed in violation hereof, orders to compel performance, and any other orders appropriate under the circumstances.

The Board of Directors shall have the further right (a) to levy and collect reasonable fines for the violation of any of the foregoing matters, (b) to levy and collect a Reimbursement Assessment against any Owner, and/or (c) to enter upon any Unit within the Community, after giving the Unit Owner or Occupant at least five (5) days written notice of the nature of the violation (unless an emergency exists, in which case without notice),

without liability to the Owner or Occupant thereof, to enforce or cause compliance with such matters, at the cost and expense of the Owner or Occupant in violation.

In any action brought under this Section 13.4, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection therewith. Failure by any party entitled to do so to exercise in a particular instance any of the rights available to it under this Section 13.4 shall in no event be deemed a waiver of the right to do so in any other instance.

Provided always, that no Owner shall have the right to bring an enforcement action against another Owner or Occupant for a breach by that Owner or Occupant of any of such matters, or against the Association for a breach by the Association of any of such matters or for a failure by the Association to enforce compliance with such matters by others, until the aggrieved Owner has given the offending Owner or Occupant and the Association at least thirty (30) days prior written notice of the aggrieved Owner's complaint and the opportunity to resolve the problem during that thirty (30) day period.

And further provided, that notwithstanding any law to the contrary, no action shall be commenced or maintained to enforce the terms of any building restriction contained in the provisions of this Declaration, the Bylaws, the Articles of Incorporation, or the Rules and Regulations, or to compel the removal of any Building or improvement because of the violation of the terms of any such building restriction, unless the action is commenced within one year from the date from which the Person commencing the action knew or in the exercise of reasonable diligence should have known of the violation for which the action is sought to be brought or maintained.

13.5 Notice. Each Unit Owner, and each first mortgagee if it so elects, shall register its mailing address and email address from time to time with the Association. Except as otherwise specifically provided in this Declaration, any notice permitted or required to be given hereunder shall be in writing and may be delivered either personally, by facsimile transmission, by mail or by email. Notices delivered personally or sent by facsimile transmission shall be deemed given on the date so delivered or sent. If delivery is made by mail, it shall be deemed to have been delivered two (2) business days after a copy of the same has been posted in the first-class U.S. Mail with adequate postage affixed, addressed to the receiving party at the address last registered by such party with the Association, or in the case of a Unit Owner that has not provided such an address, to the Unit of that Owner. Notices to the Association shall be sent to such address as it may from time to time designate in writing to each Owner.

13.6 No Dedication to Public Use. Nothing contained in this Declaration shall be deemed to be or to constitute a dedication of all or any part of the Community to the public or to any public use.

13.7 Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a common and general plan for the development, improvement, enhancement, protection and enjoyment of the Community, and to the extent

possible, shall be construed so as to be consistent with the Act. In the event that any of the terms and conditions of this Declaration are determined to be inconsistent with the Act, the Act shall control.

13.8 Conflicts between Documents.

(a) In the event of any conflict or inconsistency between the provisions of this Declaration and the Plat, the provisions of the Plat shall govern and control and the Declaration shall automatically be amended, but only to the extent necessary to conform the conflicting provisions hereof with the provisions of the Plat.

(b) In the event of any conflict or inconsistency between this Declaration and the Articles and Bylaws of the Association, this Declaration shall control. In the event of any conflict or inconsistency between the Articles and the Bylaws of the Association, the Articles shall control.

13.9 Declarant's Disclaimer of Representations and Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Community or any portion thereof or any improvements thereon, its or their physical condition, zoning, utilities, or in connection with the subdivision, sale, improvement, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing herein, in any purchase and sale agreement executed by Declarant, or in any closing document related thereto.

13.11 Captions. Captions given to various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof and shall not be considered in interpreting any of the provisions hereof.

13.12 Singular Includes Plural. Unless the context requires a contrary construction, as employed in this Declaration the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

13.13 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

13.14 Governing Law; Jurisdiction. The laws of the State of Colorado shall govern the interpretation, validity, performance, and enforcement of this Declaration. Any legal action brought in connection with this Declaration shall be commenced in the District Court for Garfield County, Colorado, and by acceptance of a deed to a Unit each Unit Owner voluntarily submits to the jurisdiction of such court.

13.15 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof. Where any provision of this Declaration is alleged to be or declared by a court of competent jurisdiction to be unconscionable, Successor

Declarant shall have the right by amendment to this Declaration to replace such provision with a new provision, as similar thereto as practicable but which in Declarant's reasonable opinion would be considered not to be unconscionable.

13.16 Association as Attorney-in-Fact. Except as otherwise provided herein, this Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Property and the Project in the event of its destruction, damage, obsolescence, or condemnation, including the repair, replacement and improvement of any Units, Common Elements or other portions thereof which may have been destroyed, damaged, condemned, or become obsolete. Title to any Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the declarant or from any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Association as their true and lawful attorney in their name, place and stead, for the purpose of dealing with the Community and Property upon its damage, destruction, obsolescence, or condemnation as is hereinafter provided. As attorney-in-fact, the Association, by its president and secretary or its other duly authorized officers and agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which is necessary and appropriate to exercise the powers herein granted.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

DECLARANT

Cardiff 96, LLC, a Colorado limited liability company

By:_____
Print Name:_____
Its:_____

STATE OF COLORADO)
)ss
County of Garfield)

Acknowledged, subscribed and sworn to me before me this ____ day of _____, 2018 by _____, as _____ of Cardiff 96, LLC, a Colorado limited liability company, Declarant.

WITNESS my hand and official seal.

My Commission expires:_____.

_____
Notary Public

EXHIBIT A
Legal Description

[update from title before recording]

LOTS 95 AND 96
CARDIFF GLEN P.U.D., FILING ONE
ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1999 AS RECEPTION NO. **547815**.

EXCEPTING:
LOT 98
CARDIFF GLEN P.U.D, FILING THREE
ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 2002 AT RECEPTION NO. **602820** AND DECLARATION RECORDED JUNE 24, 1999 IN BOOK 1136 AT PAGE **853**
CITY OF GLENWOOD SPRINGS

COUNTY OF GARFIELD
STATE OF COLORADO

Exhibit B
Allocated Interests and Votes for Each Unit

Unit Number	Percentage Share	Votes
1	3.45%	1
2	3.45%	1
3	3.45%	1
4	3.45%	1
5	3.45%	1
6	3.45%	1
7	3.45%	1
8	3.45%	1
9	3.45%	1
10	3.45%	1
11	3.45%	1
12	3.45%	1
13	3.45%	1
14	3.45%	1
15	3.45%	1
16	3.45%	1
17	3.45%	1
18	3.45%	1
19	3.45%	1
20	3.45%	1
21	3.45%	1
22	3.45%	1
23	3.45%	1
24	3.45%	1
25	3.45%	1
26	3.45%	1
27	3.45%	1
28	3.45%	1
29	3.45%	1
Total: 29 Units	100.05	

EXHIBIT C

Other Recorded Easements and Licenses Affecting the Community

[update from title commitment prior to recording]

1. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 10, 1892, IN BOOK 12 AT PAGE 148 AND RECORDED JULY 29, 1895 IN BOOK 12 AT PAGE 375

2. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 10, 1892, IN BOOK 12 AT PAGE 148 AND RECORDED JULY 29, 1895 IN BOOK 12 AT PAGE 375

3. TERMS, CONDITIONS, PROVISIONS, RESTRICTIONS, EASEMENTS AND RIGHTS OF WAY AS CONTAINED IN AVIATION AND HAZARD EASEMENT RECORDED JUNE 24, 1999 IN BOOK 1136 AT PAGE 848.

4. EASEMENTS, RIGHTS OF WAY AND OTHER MATTERS AS FOUND ON THE CARDIFF GLEN PLAT RECORDED JUNE 24, 1999 AS RECEPTION NO. 547815 AND THE CARDIFF GLEN FILING THREE PLAT RECORDED MAY 6, 2002 AT RECEPTION NO. 602820.

5. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, AS CONTAINED IN INSTRUMENT RECORDED JUNE 24, 1999 IN BOOK 1136 AT PAGE 853 AND FIRST AMENDMENT RECORDED OCTOBER 25, 2000 IN BOOK 1214 AT PAGE 324 AND SECOND AMENDMENT RECORDED APRIL 6, 2001 IN BOOK 1244 AT PAGE 238 AND DECLARATION RECORDED OCTOBER 25, 2000 IN BOOK 1214 AT PAGE 330 AND FIRST AMENDMENT TO DECLARATION RECORDED APRIL 6, 2001 IN BOOK 1244 AT PAGE 249, THIRD AMENDMENT RECORDED MAY 6, 2002 IN BOOK 1352 AT PAGE 527, FOURTH AMENDMENT RECORDED NOVEMBER 17, 2003 IN BOOK 1539 AT PAGE 355.

6. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL

STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 22, 2005, IN BOOK 1672 AT PAGE 250 AND AMENDMENT RECORDED MARCH 11, 2008 AT RECEPTION NO. 744368.

7. TERMS, CONDITIONS, AND PROVISIONS OF SUBDIVIDER'S AGREEMENT AS CONTAINED IN INSTRUMENT RECORDED JUNE 24, 1999, IN BOOK 1136 AT PAGE 905, FIRST AMENDMENT RECORDED APRIL 6, 2001 IN BOOK 1243 AT PAGE 502 AND AS AMENDED DECEMBER 4, 2003 AT RECEPTION NO. 642206 AND AS AMENDED APRIL 20, 2004 AT RECEPTION NO. 650500 AND AS AMENDED AUGUST 3, 2004 AT RECEPTION NO. 657172 AND AS AMENDED SEPTEMBER 22, 2005 IN BOOK 1723 AT PAGE 412 AND AS AMENDED FEBRUARY 3, 2017 AT RECEPTION NO. 888526.

8. TERMS, CONDITIONS AND PROVISIONS OF WATER FACILITIES EASEMENT RECORDED JUNE 24, 1999 IN BOOK 1136 AT PAGE 826 AND COST SHARING AGREEMENT RECORDED SEPTEMBER 8, 1999 IN BOOK 1149 AT PAGE 529.

9. TERMS, CONDITIONS AND PROVISIONS OF UTILITY EASEMENT AGREEMENT RECORDED JUNE 24, 1999 IN BOOK 1136 AT PAGE 837.

10. TERMS, CONDITIONS AND PROVISIONS OF COST SHARING AGREEMENT RECORDED SEPTEMBER 09, 1999 IN BOOK 1149 AT PAGE 529.

11. TERMS, CONDITIONS AND PROVISIONS OF NON-EXCLUSIVE UTILITY EASEMENT RECORDED OCTOBER 30, 2000 IN BOOK 1214 AT PAGE 794.

12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN JOINT USE AND COST SHARING AGREEMENT RECORDED APRIL 20, 2004 UNDER RECEPTION NO. 650496 AND FIRST AMENDMENT RECORDED DECEMBER 22, 2016 AT RECEPTION NO. 886890.

13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED RECORDED AUGUST 28, 2014 UNDER RECEPTION NO. 853036.

14. Maintenance Agreement between Solstice Townhome Owners Association and the City of Glenwood Springs [insert details]

BYLAWS

OF

SOLSTICE TOWNHOME OWNERS ASSOCIATION,

a Colorado nonprofit corporation

[draft September 5, 2018]

BYLAWS
OF
SOLSTICE TOWNHOME OWNERS ASSOCIATION

The name of the corporation shall be the Solstice Townhome Owners Association, a Colorado nonprofit corporation (the "**Association**").

ARTICLE 1. PURPOSES, ASSENT OF OWNERS, AND DEFINITIONS

Section 1.1 Purposes. The Association is formed pursuant to the Colorado Revised Nonprofit Corporation Act, Colo. Rev. Stat. § 7-121-101 et seq. (the "**Nonprofit Act**") and the Colorado Common Interest Ownership Act, Colo. Rev. Stat. § 38-33.3-101 et seq. (the "**Act**"), as each may be amended from time to time. The primary purposes for which the Association is formed are (a) to provide for the operation, administration, use, and maintenance of certain common areas and other property more fully described in the Declaration for Solstice Townhomes, recorded in the office of the Clerk and Recorder of Garfield County, Colorado, as amended or supplemented from time to time (the "**Declaration**"); (b) to preserve, protect, and enhance the values and amenities of such property; and (c) to promote the health, safety, and welfare of members of the Association.

Section 1.2 Assent. All present or future Owners, Occupants, or any other Persons using the facilities of the Project in any manner are subject to these Bylaws and any Rules and Regulations adopted by the Board of Directors pursuant to these Bylaws. Acquisition or rental of any Unit in the Project, or the mere act of occupancy of any Unit shall constitute an acceptance and ratification of these Bylaws and an agreement to comply with said Rules and Regulations.

Section 1.3 Definitions. Unless otherwise specified, capitalized terms used in these Bylaws shall have the same meanings in these Bylaws as such terms have in the Declaration.

ARTICLE 2. MEMBERSHIP

Section 2.1 Membership. Ownership of a Unit is required in order to qualify for membership in the Association.

Section 2.2 Responsibilities of Owners. Each membership is appurtenant to the fee simple title to a Unit. Any Person, including Declarant, upon becoming an Owner, shall automatically become a member of the Association and be subject to these Bylaws. Membership shall terminate without any formal Association action whenever such Person ceases to own a Unit, but such termination shall not relieve or release any former Owner from any liability or obligation incurred under these Bylaws, or in any way connected with the Association arising during the period of such ownership, and shall not impair any rights or remedies which the Board of Directors or others may have against such former Owner arising out of ownership of the Unit and membership in the Association and the covenants and obligations incident thereto.

Following a termination of the Project, the Association will consist of all Owners entitled to share in the distribution of proceeds of a sale of the Project pursuant to the Act.

Section 2.3 Membership Certificates. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue membership cards to Owners. Such membership card shall be surrendered to the secretary of the Association whenever ownership of the Unit designated on the card is transferred and membership terminates.

Section 2.4 Voting Rights. Each Owner and Declarant shall be entitled to vote with respect to any Unit owned by it. There is one (1) vote per Unit. Cumulative voting shall not be allowed in the election of the Board of Directors or for any other purpose. The Association shall not have a vote with respect to any Unit which may be owned by it. Percentages of Owners or of votes stated in the Governing Documents shall be deemed to mean the stated percentage of the number of total votes required to be cast in order to satisfy quorum requirements or, if expressly required, the Total Voting Power.

Section 2.5 Designated Person and Registered Address. If title to a Unit is held by more than one individual, by a firm, corporation, partnership, association or other legal entity or any combination thereof, such individuals, entity, or entities shall, by written instrument executed by all such parties and delivered to the Association, appoint and authorize one (1) person to represent the Owner(s) of the Unit (the "**Designated Representative**"). Such representative shall be a natural person who is an Owner, or a designated board member or officer of a corporate Owner, or a general partner of a partnership Owner, or a comparable representative of any other entity, and such representative shall have the authority to make decisions and take actions relating to the Unit and to membership in the Association including, without limitation, the power to cast votes on behalf of the Owners as a member of the Association and serve on the Board of Directors if elected. The Designated Representative shall be the person to whom all notices and deliveries under the Governing Documents are addressed. There shall be a single registered mailing address associated with each Unit. The Owner, or the Designated Representative of the Owners of a Unit, shall furnish such registered address to the Association within ten days after transfer of title to the Unit to such Owner or Owners. Such registration shall be in written form and signed by the individual Owner or the Designated Representative, as applicable. If no address is registered, then any notice shall be deemed duly given if delivered to the Unit.

ARTICLE 3. MEETINGS OF OWNERS

Section 3.1 Place of Meeting. Meetings of the Owners shall be held at such place, within or without the State of Colorado, as the Board of Directors may determine. All or some of the Owners may participate in a meeting by means of a conference telephone, electronic conferencing or similar communications equipment by which all Persons participating in the meeting can hear each other or read the words of each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 3.2 Annual Meeting. Regular meetings of Owners shall be held annually. The first annual meeting of the Owners shall be held within one (1) year after the date of the adoption of these Bylaws. Thereafter, the annual meetings shall each be held on a date and at a time selected by the Board of Directors each year. The purpose of the annual meetings is to (i) propose and/or review the Budget; (ii) after the Period of Declarant Control, to elect the members of the Board of Directors; and (iii) to transact such other Association business as may properly come before the Owners at the meeting.

Section 3.3 Special Meetings. Calls for special meetings of the Owners may be made (i) by the president of the Association, (ii) by a majority of the Board of Directors, or (iii) by written instrument signed by Owners representing twenty percent (20%) of the Total Voting Power.

Section 3.4 Notice of Meetings. Written notice of each meeting shall be delivered to the registered address of each Owner entitled to be represented by a vote not fewer than ten (10) nor more than fifty (50) days before the date of the meeting, by or at the direction of the president, or the secretary, or the Persons calling the meeting as provided under these Bylaws. Such notice shall state (i) basic meeting information such as the place, day, and hour of the meeting and (ii) the items on the agenda for the meeting, including the general nature of any proposed amendment to the Declaration or these Bylaws, any proposal to remove an officer or member of the Board of Directors, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. No action shall be adopted at a meeting except as stated in the notice. Attendance at any meeting by a member shall constitute a waiver of notice by that member, except where a member attends the meeting for the expressed purpose of objecting that the meeting was not lawfully called or convened. If electronic means are available, the Association shall provide notice of all regular and special meetings of Owners by electronic mail to all Owners who so request and who furnish the Association with their electronic mail addresses, as soon as possible but in all cases, at least twenty four (24) hours before such meetings. In addition to the requirements contained hereinabove and in addition to any electronic posting or electronic mail notices, the notice of any meeting shall be physically posted in a conspicuous place at the Project, to the extent that such posting is feasible and practicable.

Section 3.5 Meeting to Approve Annual Budget. The Budget shall be adopted annually in accordance with the Declaration and the applicable provisions of the Act.

Section 3.6 Adjourned Meetings. If any meeting of the Owners cannot be organized because a quorum, as defined below, is not present, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is obtained.

Section 3.7 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by an Owner. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates eleven months after its date, unless it provides otherwise. A form of proxy may be distributed to each Owner to afford the Owner(s) of such Unit the opportunity to cast the vote allocated to such Unit

in absentia at a meeting of Owners of the Association, provided that it meets the requirements for a written ballot set forth in Section 3.12 below and includes the name or names of the person(s) to whom the proxy is given and who expect to be in attendance in person at the meeting for the purpose of casting the vote to reflect the absent Owners' vote.

Section 3.8 Multiple Owners-Proxy. If title to a Unit is held by more than one Person, and if only one of such multiple Owners of a Unit is present at a meeting of the Association, such Owner is entitled to cast the vote allocated to that Unit. If more than one of the multiple Owners of a Unit are present, in person or by proxy, and there is no Designated Representative as required under Section 2.5, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Owners, which majority agreement may be assumed for all purposes if any one of the multiple Owners cast the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. If such protest is made, the vote allocated to the Unit may only be cast by written instrument executed by all Owners who are present at the meeting.

Section 3.9 Quorum. Except as otherwise provided in these Bylaws, the presence at the beginning of the meeting in person or by proxy of the Owners possessing sufficient votes to constitute twenty percent (20%) of the Total Voting Power shall constitute a quorum, and such Owners present in person or by proxy shall constitute the Owners entitled to vote upon any issue presented at a meeting at which a quorum is present.

Section 3.10 Voting. Except as otherwise required by the Declaration, the Act or by these Bylaws, the votes of Owners who are present either in person or by proxy at any duly convened meeting of the Association at which a quorum has been established and who cast a simple majority of the total votes eligible to be voted by such present or represented Owners shall decide any question under consideration, and shall constitute the act of and be binding upon the Association. Notwithstanding the foregoing, the following matters require approval or rejection by a percentage of the Total Voting Power, rather than by those present at a meeting where quorum requirements have been satisfied, as further specified in the Governing Documents: (a) the Budget, (b) certain amendments of the Governing Documents, (c) termination of the condominium regime, (d) conveyance or encumbrance of Common Elements, (e) extension of the term of the Declaration, excepting any automatic extensions thereof, (f) removal of any member of the Board of Directors or (g) the determination not to repair or replace any portion of the Project for which insurance coverage is required under the Declaration. At the discretion of the Board of Directors or upon the request of twenty percent (20%) of the Owners who are present at the meeting or represented by proxy, if a quorum has been achieved, a vote upon any matter for which Owners are entitled to vote shall be by secret ballot. In such event, ballots shall be counted by a neutral third party or by a committee of volunteers, who shall be Owners selected or appointed at an open meeting by the person presiding over the Board of Directors for that portion of the meeting but shall not be a member of the Board of Directors and, in the case of a contested election for a Board position, shall not be a candidate. The results of a vote taken by secret ballot shall be reported without reference to names, addresses or other identifying information of Owners participating in such vote.

Section 3.11 Waiver of Meeting and Consent to Action. Whenever the vote of Owners at a meeting of the Association is required or permitted by any provision of these Bylaws to be taken in connection with any action of the Association (including, without limitation, an annual meeting or a vote on ratification of the Budget) the meeting and vote of Owners may be dispensed with and the action in question may be approved if (a) notice of the proposed action is given to all Owners eligible to vote, and (b) a sufficient number of Owners eligible to vote concerning such matter consent in writing to dispense with the meeting and consent in writing to the action in question. A sufficient number is at least the number required to satisfy the voting power that would be necessary to approve the action at a meeting.

Section 3.12 Action by Written Ballot. Any action that may be taken at any annual or special meeting of Owners (including, without limitation, an annual meeting or ratification of the Budget) may be taken without a meeting and through voting by written (including electronic) correspondence, if the following requirements are met:

(a) a written ballot is distributed to every Owner entitled to vote on the matter, setting forth each proposed action and providing an opportunity to vote for or against each proposed action;

(b) the solicitation for votes by written ballot (i) indicates the number of responses needed to meet the quorum requirements for authorization or rejection of the proposed action (or, if the quorum provisions do not apply to the proposed action, as further set forth in Section 3.10 above, specifies the same); (ii) states the percentage of votes needed to authorize or reject each matter, other than election of the Board of Directors (or, if the proposed action is ratification of the Budget pursuant to Section 3.5 above, states that the Budget will be ratified unless rejected by a Majority of Owners; (iii) specifies the time by which a ballot must be received by the Association in order to be counted; and (iv) is accompanied by written information (including, if applicable, a summary of any proposed Budget) sufficient to permit each Person casting such ballot to reach an informed decision on the matter; and

(c) the number of votes cast by written ballot in favor or against the proposed action equals or exceeds the number of votes in favor or against that would be required to authorize or reject the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot.

A written ballot delivered to the Association pursuant to this Section 3.12, may not be revoked. Action taken under this Section 3.12 has the same effect as action taken at a meeting of Owners and may be described as such in any document.

Section 3.13 Meetings of Owners. All Meetings of Owners and Designated Representatives shall be open to every Owner and Designated Representative and all Owners and Designated Representatives shall be permitted to attend, listen and speak at an appropriate time as determined by the Board of Directors before the Board of Directors votes on an issue under discussion.

ARTICLE 4. BOARD OF DIRECTORS

Section 4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors, initially composed of three (3) natural person(s). At the first meeting of the Association after the Period of Declarant Control, at least three (3), and in any event an odd number of Owners, shall be elected to the Board of Directors by the Owners.

Section 4.2 Required Election of Owners. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created by Declarant to Owners other than Declarant, at least one (1) member and not fewer than twenty-five percent (25%) of the members of the Board of Directors shall be elected by Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created by Declarant to Owners other than Declarant, not fewer than thirty-three and one-third percent (33-1/3%) of the members of the Board of Directors must be elected by Owners other than Declarant. Not later than the termination of the Period of Declarant Control, the Owners shall elect all members of the Board of Directors, at least a majority of whom shall be Owners other than Declarant or Designated Representatives of Owners other than Declarant. The Board of Directors shall elect the officers. The members of the Board of Directors and officers shall take office upon election.

Section 4.3 Declarant Control of the Association. There shall be a Period of Declarant Control of the Association, during which Declarant, or Persons designated by Declarant, may appoint and remove the officers of the Association and members of the Board of Directors (subject to the requirements of Section 4.2 above). The Period of Declarant Control shall commence upon filing of the Articles of Incorporation and shall terminate as provided in the Declaration or in Section 4.2 above.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of the Period of Declarant Control. In that event, Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

The names and addresses of the Persons who are to initially act in the capacity of the members of the Board of Directors until their successors are duly elected and qualified are as set forth in the organizational consent minutes of the Association, a copy of which has been placed in the Association's minute book.

Section 4.4 Election and Term of Office. Until the first annual meeting after the Period of Declarant Control terminates, the terms of members of the Board of Directors not appointed by Declarant shall, unless otherwise required by a resolution of the Board at the time of each such member's election, continue until and expire on the date of the first meeting of the Owners following termination of the Period of Declarant Control. At the first meeting of the Association after the Period of Declarant Control, the terms of all existing members of the Board of Directors shall be deemed to have expired, and an election shall be held for all members of the

Board of Directors. The terms of the members of this initial Board of Directors elected by the Owners shall be staggered so that one (1) or more members shall be elected to serve a one (1) year term, one or more members shall be elected to serve a two (2) year term, and one or more members shall be elected to serve a three (3) year term. At the expiration of the initial term of office for each respective member of the Board of Directors, his or her successor shall be elected to serve a term of three (3) years. Notwithstanding any provision in this Section 4.4 to the contrary, members of the Board of Directors may be elected by written consent or ballot pursuant to the conditions set forth in Sections 3.11 or 3.12 above. Each member of the Board of Directors shall hold office until the election and qualification of his or her successor, unless such a member is removed or otherwise vacates in accordance with these Bylaws. At any meeting at which one or more members of the Board of Directors is to be elected, the Owners may, by resolution, adopt specific procedures which are not inconsistent with these Bylaws or the Nonprofit Act for conducting the elections.

Section 4.5 Removal of Members of the Board of Directors. A regular or special meeting of Owners may be called for the purpose of considering the removal of any member of the Board of Directors. The Board of Directors shall designate by resolution or motion the date and time of such regular or special meeting after such meeting is properly set or called in accordance with these Bylaws. Any one (1) or more of the members of the Board of Directors, other than a member appointed by Declarant, may be removed with or without cause by an affirmative vote of sixty-seven percent (67%) of the voting power of the Owners present in person or represented by proxy and eligible to vote. Any member of the Board of Directors whose removal has been proposed shall be given an opportunity to be heard at the meeting. Successors may then and there be elected by a majority of the remaining Board of Directors. If the entire Board of Directors is removed at once, an election by the Owners present in person or represented by proxy and eligible to vote to fill the vacancies thus created shall be immediately held at the same meeting.

Section 4.6 Vacancies.

(a) During Period of Declarant Control. During the Period of Declarant Control, if a member of the Board of Directors dies or resigns, Declarant shall appoint a new member of the Board of Directors.

(b) After the Period of Declarant Control. After the Period of Declarant Control, any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of all of the remaining Board of Directors (though the remaining members may be less than a quorum of the Board of Directors). The term of the member of the Board of Directors so elected shall be coincident with the term of the replaced member of the Board of Directors.

Section 4.7 Quorum of the Board of Directors. A majority of the number of members of the Board of Directors fixed from time to time by these Bylaws shall constitute a quorum for the transaction of business. Any act by a majority vote of the Board of Directors in attendance where a quorum is present shall be an act of the Board of Directors.

Section 4.8 Place and Notice of the Board of Directors Meetings. Any regular or special meetings of the Board of Directors may be held at such place within or without the State of Colorado and upon such notice as the Board of Directors may prescribe. Any special meeting of the Board of Directors shall be preceded by at least two days' notice of the date, time and place of the meeting. The Board of Directors shall hold a regular meeting at least once each year and shall, in addition, meet as often as they deem necessary or desirable to perform their duties hereunder. Attendance of a member of the Board of Directors at any meeting shall constitute a waiver of notice of such meeting, except when a member of the Board of Directors attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board of Directors, any member of the Board of Directors may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all members of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

Section 4.9 Powers and Duties. The Board of Directors shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary, desirable, or appropriate for the administration of the affairs of the Association and for the operation and maintenance of the Project, including (but not limited to) the powers and duties stated in the Declaration.

Section 4.10 Managing Agent. The Board of Directors may employ for the Association a Managing Agent at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize; provided, however, that the Board of Directors in delegating such duties shall not be relieved of its responsibility under the Declaration. The Managing Agent shall maintain fidelity insurance coverage or a bond for the benefit of the Association in an amount of not less than fifty thousand dollars ($50,000.00), or such higher amount as the Board of Directors may require. The Managing Agent shall maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the Managing Agent and shall maintain all reserve accounts for the Association separate from the operational accounts of the Association. The Managing Agent shall provide an annual accounting for Association funds and a financial statement, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting, to the Association. Any contract that the Board of Directors enters into with a Managing Agent shall provide that the contract is terminable for cause without penalty to the Association and shall be subject to renegotiation from time to time.

Section 4.11 Compensation of the Members of the Board of Directors. Except as provided in this Section 4.11., members of the Board of Directors shall not be paid any compensation for their services performed as members of the Board of Directors unless a resolution authorizing such remuneration shall have been adopted by the members of the Association.

Section 4.12 Board of Directors Meetings. All meetings of the Board of Directors, will be open to the Owners and Designated Representatives, and the Owners and Designated Representatives shall be permitted to attend, listen and speak at an appropriate time as determined by the Board of Directors before the Board votes on an issue under discussion. Owners or Designated Representatives who are not members of the Board of Directors may not participate in any deliberation or discussion unless expressly so authorized by a vote of a majority of a quorum of the Board of Directors. Further, the Board of Directors may place reasonable time restrictions upon those persons speaking during the meeting. If requested, the Board of Directors shall allow a reasonable number of persons to speak on each side of an issue.

Section 4.13 Executive Sessions. Meetings of the Board of Directors may be held in executive session(s), without giving notice and without the requirement that they be open to Owners, in the following situations:

(a) matters pertaining to employees of the Association or involving the employment, promotion, discipline or dismissal of an officer, agent, or employee of the Association;

(b) consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

(c) investigative proceedings concerning possible or actual criminal misconduct;

(d) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

(e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; and

(f) review of or discussion relating to any written or oral communications from legal counsel.

Upon the final resolution of any matter for which the Board of Directors received legal advice or that concerned pending or contemplated litigation, the Board of Directors may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

Section 4.14 Conflict of Interest. If any contract, decision or other action taken by or on behalf of the Board of Directors would financially benefit any member of the Board of Directors or any person who is a parent, grandparent, spouse, child or sibling of a member of the Board of Directors or a parent or spouse of any of those persons, that member of the Board of Directors shall declare a conflict of interest for that issue. The member shall declare the conflict in an open meeting, prior to any discussion or action regarding such issue. After making such declaration, the member shall not vote on the issue with respect to which there is a conflict, but may appoint

another Owner to participate in the discussion and to vote on the issue. Any contract that is entered into in violation of this paragraph shall be void and unenforceable. This paragraph shall not be construed to invalidate any provision of the Declaration, these Bylaws or any other document that more strictly defines conflicts of interest or contains further limits on the participation of members of the Board of Directors who may have conflicts of interest.

ARTICLE 5. OFFICERS AND THEIR DUTIES

Section 5.1 Enumeration of Officers. The officers of the Association shall be a president, vice president, secretary, and treasurer, and such other officers as the Board of Directors may from time to time by resolution create. The president must be a member of the Board of Directors.

Section 5.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors and thereafter at the first meeting of the Board of Directors following each annual meeting of the Owners.

Section 5.3 Term. The officers shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless such officer shall sooner die, resign, or shall be removed or otherwise disqualified to serve.

Section 5.4 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

Section 5.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.6 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 5.7 Multiple Offices. Any two (2) or more offices may be held by the same person.

Section 5.8 Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Owners and of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign on behalf of the Association all leases, mortgages, deeds, notes and other written instruments; and shall exercise and discharge such other duties as may be required of the

president by the Board of Directors. In addition, the president shall have all of the general powers and duties that are incident to the office of president of a nonprofit corporation organized under the laws of the State of Colorado, including but not limited to, the power to appoint committees from among the Owners from time to time as the president may decide is appropriate to assist in the conduct of the affairs of the Association. The president may fulfill the role of treasurer in the absence of the treasurer. The president may cause to be prepared and may execute amendments, attested by the secretary, to the Declaration (in accordance with the provisions of the Declaration) and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of the vice president by the Board of Directors.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Owners; keep the corporate stamp or seal of the Association, if any, and place it on all papers requiring said stamp or seal, if necessary; serve notice of meetings of the Board of Directors and of the Owners; keep appropriate current records showing the Owners and Designated Representatives together with their addresses; and shall perform such other duties as may be required of the secretary by the Board of Directors.

(d) Treasurer. The treasurer shall receive and may endorse on behalf of the Association, for collection only, all checks, notes, and other obligations and shall deposit the same and all monies in appropriate bank accounts of the Association. The treasurer shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; at the direction of the Board of Directors, cause an audit of the Association books to be made; and prepare the annual Budget and a statement of income and expenditures to be presented to the Owners at the regular annual meeting of Owners, and deliver a copy of each to the Owners. Except for reserve funds described below, the treasurer may have custody of and shall have the power to endorse for transfer, on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. Reserve funds of the Association shall be deposited in such segregated accounts or other investments, as the Board of Directors decides in accordance with the Rules and Regulations. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, by the Treasurer or another officer provided that the Board of Directors may adopt resolutions imposing limitations on the manner of withdrawal or requiring more than one signatory for certain types of withdrawals.

Section 5.9 Execution of Instruments. All agreements, contracts, deeds, leases, checks, notes and other instruments of the Association may be executed by any person or persons as may be designated by resolution of the Board of Directors, including the Managing Agent. Any officer may prepare, execute, certify and record duly adopted amendments to the Declaration on behalf of the Association. If appropriate, the Managing Agent or any officer of the

Association may file an election under Section 528 of the Internal Revenue Code in any given year for the Association.

ARTICLE 6. INDEMNIFICATION OF MEMBERS OF THE BOARD OF DIRECTORS AND OFFICERS

Section 6.1 Actions Other than by or in the Right of the Association. The Association shall indemnify any Person who was or is a party, or is threatened to be made a party to any pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that such Person is or was a member of the Board of Directors or officer, who is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and costs) judgments, fines, amounts paid in settlement actually and reasonably incurred by such Person in connection with such action, suit or proceeding, if such Person acted in good faith and in a manner that he or she reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the Person did not act in good faith and in a manner such Person reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful; provided, however, no indemnification shall be made in respect of any claim, issue or matter as to which such Person has been adjudged to be liable on the basis such Person derived an improper personal benefit unless, and to the extent that, the court in which such action or suit was brought determines upon application that (despite the adjudication of liability), in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expenses.

Section 6.2 Actions by or in the Right of the Association. The Association shall indemnify any Person who was or is a party or who is threatened to be made a party to any pending or completed action or suit by or in the right of the Association to procure judgment in its favor by reason of the fact that such Person is or was a member of the Board of Directors or officer or is or was serving at the request of the Association in such capacity, against reasonable expenses incurred by such Person in connection with the defense or settlement of such action or suit if such Person acted in good faith and in a manner that he or she reasonably believed to be in the best interests of the Association; but no indemnification shall be made in respect of any claim, issue or matter as to which such Person has been adjudged to be liable for negligence, recklessness, or willful misconduct in the performance of his or her duty to the Association unless, and to the extent that, the court in which such action or suit was brought determines upon application that (despite the adjudication of liability), in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expenses.

Section 6.3 Successful on the Merits. To the extent that a member of the Board of Directors or officer of the Association has been wholly successful on the merits in defense of any

action, suit or proceeding referred to in Section 6.1 or Section 6.2 of this Article 6, or in defense of any claim, issue or matter therein, such Person shall be indemnified against expenses (including expert witness fees, attorneys' fees and costs) actually and reasonably incurred by him or her in connection therewith.

Section 6.4 Determination Required. Any indemnification under Sections 6.1 or 6.2 of this Article 6 (unless ordered by a court) and as distinguished from Section 6.3 of this Article 6, shall be made by the Association only as authorized by the specific case upon a determination that indemnification of such Person is proper in the circumstances, because such Person has met the applicable standard of conduct set forth in Sections 6.1 or 6.2 above. Such determination shall be made by the Board of Directors by majority vote of those members of the Board of Directors who were not parties to such action, suit or proceeding or, if a majority of disinterested members of the Board of Directors so directs, by independent legal counsel or by members entitled to vote thereon. Such determination shall be reasonable, based on substantial evidence of record, and supported by a written opinion. The Board of Directors shall provide a copy of its written opinion to the Person seeking indemnification upon request.

Section 6.5 Payment in Advance of Final Disposition. The Association shall pay for or reimburse the reasonable expenses incurred by a former or current member of the Board of Directors or officer who is a party to a proceeding in advance of final disposition of the proceeding if: a) such Person furnishes to the Association a written affirmation, executed personally or on such Person's behalf, of his or her good faith belief that he or she has met the standard of conduct described in Sections 6.1 or 6.2 of this Article 6; b) such Person furnishes to the Association a written agreement, executed personally or on such Person's behalf, to repay the advance if it is ultimately determined that he or she did not meet the required standard of conduct; and c) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article. The undertaking required in this paragraph shall be an unlimited general obligation of the Board of Directors but need not be accepted by a particular Board member or officer or may be accepted without reference to financial ability to make repayment.

Section 6.6 No Limitation of Rights. The indemnification provided by this Article 6 shall not be deemed exclusive of nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the members or disinterested members of the Board of Directors, or otherwise, nor by any rights which are granted pursuant to the Act and the Nonprofit Act.

Section 6.7 Directors and Officers Insurance. As and to the extent provided in the Declaration, the Association shall purchase and maintain insurance on behalf of any Person who is or was a member of the Board of Directors or an officer of the Association against any liability asserted against him or her and incurred by such Person in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify such Person against such liability under provisions of this Article.

ARTICLE 7. BYLAWS

Section 7.1 Amendments. These Bylaws may be amended by (i) a vote of a majority of a quorum of the Board of Directors at a regular or special meeting of the Board of Directors, or (ii) at any regular meeting of the Owners or at any special meeting called for the purpose of amending the Bylaws, by the affirmative vote of a majority of a quorum of Owners present at the meeting in person or represented by proxy and eligible to vote. Any amendment shall be binding upon every Owner. Any provision of these Bylaws adopted at a regular or special meeting of the Owners may thereafter only be amended at a regular or special meeting of the Owners. Notwithstanding the above, neither the Board nor the Owners shall have any power to amend the Bylaws in such a manner as to materially change the effect of the express provisions of the Declaration unless any standard for an amendment of such provisions in the Declaration is satisfied. No amendment shall serve to shorten the term of any member of the Board of Directors, or conflict with the Nonprofit Act or the Act or delete any provision which must be contained in these Bylaws under the terms of the Nonprofit Act or the Act, or conflict with the Articles of Incorporation of the Association.

Section 7.2 Compliance with the Act. These Bylaws are intended to comply with the requirements of the Act and the Nonprofit Act. If any of these Bylaws conflict with the provisions of the Act or the Nonprofit Act, the provisions of the Act or the Nonprofit Act, as applicable, will govern the Association.

Section 7.3 Conflict between Documents. In the case of any conflict between or among the Governing Documents, the Declaration controls over the Articles of Incorporation, these Bylaws and the Rules and Regulations. The Articles of Incorporation control over these Bylaws and the Rules and Regulations. These Bylaws control over the Rules and Regulations.

ARTICLE 8. COMMITTEES

The Board of Directors may appoint such committees as deemed appropriate which, to the extent provided for in the resolution appointing the committee and allowed by law, shall have the powers of the Board of Directors in the management and affairs and business of the Association, as described in the Declaration.

ARTICLE 9. INFORMATION, BOOKS AND RECORDS

Section 9.1 Statement of Unpaid Assessments. The Association shall provide statements of unpaid assessments in accordance with Section 33-33.3-316 of the Act, as described in the Declaration. The treasurer, a Managing Agent employed by the Association or, in their absence, any officer having access to the books and records of the Association may prepare, certify, and execute such statements. The amount of any fee for preparing such statements of unpaid Assessments and the time of payment shall be set forth in the Rules and Regulations. Any such fee that is not paid when due may be assessed as a default Assessment against the Unit for which the certificate or statement is furnished.

Section 9.2 Owner Education. The Association or a Managing Agent employed by the Association shall provide to the Owners, at least one time per year, free of charge, education regarding the general operations of the Association as well as the rights and responsibilities of Owners, the Association and the Board of Directors under Colorado law.

Section 9.3 Disclosure of Basic Information. The Association or its Managing Agent shall provide to the Owners, at least one time per year, a written notice stating: (a) the name of the Association; (b) the name of the Project; (c) the initial date of recording for the Declaration and its reception number or book and page; (d) the name of the Association's Managing Agent, if any; and (e) a valid physical address and telephone number for both the Association and the Managing Agent.

Section 9.4 Turnover of Declarant Control - Deliveries from Declarant to Association. Within sixty (60) days after the Owners other than the Declarant elect a majority of the members of the Board of Directors, the Declarant shall deliver to the Association all property of the Owners and of the Association held by or controlled by the Declarant, including without limitation the following items (to the extent they are in Declarant's possession or control):

(a) the original or a certified copy of the recorded Declaration and Map and any amendments thereto, the Articles of Incorporation, the Bylaws, minute books, other books and records, and any Rules and Regulations which may have been promulgated;

(b) an accounting for Association funds and financial statements, commencing on the date the Association first received funds and ending on the date the Period of Declarant Control ends. The financial statements shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting and shall be audited by an independent certified public accountant and shall be accompanied by the accountant's letter, expressing either the opinion that the financial statements present fairly the financial position of the Association in conformity with generally accepted accounting principles or a disclaimer of the accountant's ability to attest to the fairness of the presentation of the financial information in conformity with generally accepted accounting principles and the reasons therefor. The expense of the audit shall not be paid for by or charged to the Association;

(c) the Association funds or control thereof;

(d) all of the Declarant's tangible personal property that has been represented by the Declarant to be the property of the Association or all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Elements, together with an inventory of such property (if any) and the Declarant shall convey all personal property itemized in the inventory to the Association by bill of sale;

(e) a copy, for the non-exclusive use of the Association, of any plans and specifications used in the construction or renovation of the Improvements;

(f) all insurance policies then in force, in which the Owners, the Association or its members of the Board of Directors and officers are named as insured Persons;

(g) copies of any certificates of occupancy that may have been issued with respect to the Improvements;

(h) any permits issued by governmental bodies applicable to the Project and which are currently in force or which were issued within one year prior to the date on which Owners other than the Declarant took control of the Association;

(i) any written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective;

(j) a roster of Owners and First Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records;

(k) employment contracts in which the Association is a contracting party; and

(l) any service contract in which the Association is a contracting party or in which the Association or the Owners have any obligation to pay a fee to the Persons performing the services.

Section 9.5 Disclosure of Financial Information To Owners by Association. Within ninety (90) days after the Association assumes control of the Board of Directors from the Declarant and within ninety (90) days following the end of each fiscal year thereafter, the Association or its Managing Agent shall make the following information available to the Owners by: (1) a posting on an internet web page with accompanying notice of the web address via first class mail or electronic mail; (2) the maintenance of a literature table or binder at the Association's principal place of business; or (3) mail or personal delivery:

(a) the date on which the fiscal year for the Association commences;

(b) the Association's Budget for the current fiscal year;

(c) a list, by Unit type, if applicable, of the Association's current Assessments, including both annual and special Assessments;

(d) the Association's annual financial statements, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;

(e) the results of any financial audit or review pursuant to Section 9.6 for the fiscal year immediately preceding the current annual disclosure;

(f) a list of all Association insurance policies which states, with respect to each insurance company: names, policy limits, policy deductibles, additional named insureds and expiration dates of policies listed, including but not limited to, property, general liability, director and officer professional liability and fidelity policies;

(g) the Association's Bylaws, Articles, and any Rules and Regulations adopted by the Board of Directors;

(h) the minutes of the meetings of the Board of Directors and of the Owners for the fiscal year immediately preceding the current annual disclosure; and

(i) the Association's responsible governance policies adopted pursuant to Section 38-33.3-209.5 of the Act.

Section 9.6 Audits. The cost of any audit or review shall be a Common Expense, except as provided in Section 9.4(b) regarding the audit provided as part of the turnover of Declarant Control of the Association. At the discretion of the Board of Directors or if required pursuant to the following paragraph, an audit by a certified public accountant utilizing generally accepted auditing standards, or a review using statements on standards for accounting and review services, shall be conducted by an independent and qualified Person selected by the Board of Directors. Such Person selected to conduct a review shall have at least a basic understanding of the principles of accounting pursuant to Section 38-33.3-303(4) of the Act. The audit or review report shall cover the Association's financial statements, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting.

An audit shall be required if the Association has annual revenues or expenditures of at least two hundred and fifty thousand dollars ($250.000.00) and the audit is requested by Owners of at least one-third (1/3) of the Units represented by the Association. A review shall be required only when requested by the Owners of at least one-third (1/3) of the Units represented by the Association. No later than thirty (30) days following completion, copies of any audit or review conducted pursuant to this Section 9.6 shall be made available to any Owner who requests a copy.

Section 9.7 Examination. All records maintained by the Association or the Managing Agent shall be available for examination and copying by any Owner or by any of their duly authorized representatives or requesting Eligible First Mortgagees, at the expense of the Person examining the records, during normal business hours and after reasonable notice or at the next regularly scheduled meeting if such meeting occurs within thirty (30) days after the request for such records. The Board of Directors may impose restrictions on the commercial or any other use of any list of Owners obtained pursuant to this Article 9 that is not directly related to Association business.

Section 9.8 Records. The Association shall keep the following records in written form or another form capable of conversion into written form within a reasonable time:

(a) An account for each Unit, which shall designate the name and address of each Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Assessment, the dates on which each Assessment comes due, the amounts paid on the account and the balance due;

(b) financial records sufficiently detailed to enable the Association to comply with Section 38-33.3-316(8) of the Act concerning statements of unpaid Assessments;

(c) the Roster (as defined in Section 9.9) in a form that permits preparation of a list of the names and addresses of all Owners and Designated Representatives showing the number of votes to which each Owner is entitled;

(d) The current operating Budget;

(e) A record of insurance coverage provided for the benefit of Owners and the Association;

(f) Tax returns for state and federal income taxation;

(g) Minutes of proceedings of all meetings of the Owners, Board of Directors and its committees, records of all actions taken by the Owners or Board of Directors by written ballot or written consent in lieu of a meeting, records of all actions taken by committees of the Board of Directors and a record of all waivers of notices of meetings of the Owners, the Board of Directors or any committee of the Board of Directors;

(h) A copy of the most current versions of the Articles of Incorporation, Declaration, these Bylaws, Rules and Regulations, and resolutions of the Board of Directors, along with their exhibits and schedules, any covenants, the minutes of all meetings of the Owners and records of all action taken by Owners without a meeting for the past three (3) years, all written communications within the past three (3) years to Owners generally as Owners, a list of the names and business or home addresses of the current members of the Board of Directors and of the officers, the Association's most recent annual report, if any, and all financial audits and reviews conducted pursuant to Section 38-33.3-303(4)(b) of the Act during the immediately preceding three (3) years;

(i) Such records as may be necessary to comply with the requirements of Section 303(9) of the Act; and

(j) Such other records as the Board of Directors may determine from time to time are necessary or desirable. In the event that the Act is amended to alter the records requirements currently set forth in this Section, these Bylaws may be modified accordingly by the Board.

Section 9.9 Roster. The Association shall annually compile a roster of the name and address of each of the Owners and Designated Representatives and the number of votes that each Unit is entitled to (the "**Roster**"). The Association shall provide a copy of the Roster to any

Owner upon receipt of a written request from such Owner; provided that the names and addresses of other Owners on the Roster shall only be provided if the written request (i) states the reason for the request; and (ii) the requesting Owner executes and delivers to the Association, a confidentiality agreement and affidavit ("**Confidentiality Agreement**"), in a form reasonably acceptable to the Association, stating that the names and addresses in the Roster will be used only for purposes reasonably related to the Owners' interest in the Association. Each Owner who requests and receives a copy of the Roster thereby agrees that he or she will not make any commercial use of the Roster, will not use the Roster to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association and will not distribute a copy of the Roster or any portion thereof to any third party.

ARTICLE 10. CORPORATE SEAL

The Association may have a seal or stamp in circular form having within its form the words: "Solstice Townhome Owners Association."

ARTICLE 11. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation. The Board of Directors may by amendment to the Bylaws establish a different fiscal year for the Association.

ARTICLE 12. RULES AND REGULATIONS

The Board of Directors shall have the right to establish, amend, and enforce, from time to time, such Rules and Regulations as the Board of Directors may deem necessary and appropriate for the management, preservation, safety, control, and orderly operation of the Project for the benefit of all Owners and Occupants, and for facilitating the greatest and most convenient availability and use of the Units and Common Elements by Owners and Occupants. Such Rules and Regulations may include (without limitation) a system of late charges and/or interest for untimely payment of Assessments, fees for review by the Association of matters required under the Declaration, and fees and fines for noncompliance with the Rules and Regulations and other obligations set forth in the Declaration and these Bylaws. The Board of Directors shall provide notice of the adoption or amendment of any Rules and Regulations and make such amended Rules and Regulations available for inspection by all Owners, Occupants, contract purchasers and Eligible First Mortgagees during convenient weekday business hours at the principal office of the Association. Such Rules and Regulations may, to the extent not in conflict with the provisions of the Declaration, the Articles of Incorporation and these Bylaws, impose reasonable restrictions upon the use and occupancy of any portion of the Project as the Board of Directors, in its sole and absolute discretion, deems necessary and appropriate. Each Owner agrees that all such Owners' ownership rights shall be in all respects subject to the Rules and Regulations, and each Owner agrees to obey such Rules and Regulations as the same may lawfully be amended

from time to time, and to ensure that the same are faithfully observed by Occupants of such Owners' Unit. Each Person who comes within the Project shall be subject to the Rules and Regulations for the duration of his presence therein. A copy of the Rules and Regulations, as amended from time to time, shall be made available to Owners, Occupants and contract purchasers upon request and payment of a reasonable fee.

ARTICLE 13. MEMBERSHIP RIGHTS AND PRIVILEGES

Section 13.1 Rights and Privileges of Members. No member shall have the right, without the prior approval of the Board of Directors, to exercise any of the powers or to perform any of the acts delegated to the Board of Directors by these Bylaws or the Declaration. Each member shall have all of the rights and privileges, including but not limited to property rights and easement rights of access over and use and enjoyment of the Common Elements, granted to the members by the Declaration, subject to such limitations as may be imposed in accordance therewith.

Section 13.2 Suspension of Rights. The Association shall have the right to suspend the rights and privileges of an Owner as a member of the Association for the period during which any Assessment owed by such Owner remains unpaid and delinquent, all as further described in the Declaration.

ARTICLE 14. INTERPRETATION

The provisions of these Bylaws shall be liberally construed to effect the purpose of ensuring that the Project shall at all times be operated and maintained in a manner so as to optimize and maximize its enjoyment and utilization by each Owner and Occupant.

IN WITNESS WHEREOF, Declarant has executed these Bylaws Declaration the day and year first above written.

DECLARANT

Cardiff 96, LLC, a Colorado limited liability company

By:_____
Print Name:_____
Its:_____

STATE OF COLORADO)
)ss
County of Garfield)

Acknowledged, subscribed and sworn to me before me this ____ day of _____, 2018 by _____, as _____ of Cardiff 96, LLC, a Colorado limited liability company, Declarant.

WITNESS my hand and official seal.

My Commission expires:_____.

_____

Notary Public

SOLSTICE TOWNHOME OWNERS ASSOCIATION
POLICIES AND PROCEDURES
[draft September 5, 2018]

The Colorado Common Interest Ownership Act (CCIOA), C.R.S. § 38-33.3-209.5, requires that associations adopt certain policies, procedures, and rules and regulations concerning the following:

(I) Collection of Unpaid Assessments;
(II) Handling of Conflicts of Interest involving Board Members;
(III) Conduct of Meetings;
(IV) Enforcement of Covenants and Rules, including Notice and Hearing Procedures and the Schedule of Fines;
(V) Inspection and Copying of Association Records by Unit Owners;
(VI) Investment of Reserve Funds;
(VII) Procedures for the Adoption and Amendment of Policies, Procedures, and Rules;
(VIII) Procedures for Addressing Disputes arising between the Association and Unit Owners; and
(IX) Reserve Requirements.

WHEREAS, the following policies and procedures have been duly adopted by the Solstice Townhome Owners Association (the "Association").

I. Collection of Unpaid Assessments

A. *Due Dates*. The annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable in twelve (12) monthly installments due on the first day of each month. Assessments or other charges not paid to the Association by the 10th day of the month in which they are due shall be considered past due and delinquent.

B. *Invoices*. The Association may, but shall not be required to invoice an Owner as a condition to an Owner's obligation to pay assessments or other charges of the Association. If the Association provides an Owner with an invoice for monthly installments of the annual assessments, although invoices are not required, the invoice should be mailed *or* sent to the owner between the 15th and 20th day of the month preceding each due date.

C. *Late Charges Imposed on Delinquent Installments*. A quarterly installment of the annual assessment shall be past due and delinquent if not paid by the 10th day of the month in which it is due. The Association shall impose a twenty dollar ($20.00) late charge on the outstanding or past due balance then due the Association. An additional twenty-dollar ($20.00) late charge shall accrue during each and every subsequent monthly period that the assessment remains unpaid.

D. *Interest*. Delinquent assessments, fines or other charges due the Association shall bear interest at the rate of twenty-one percent (21%) per annum from the due date until paid. All late charges and interest charges shall be due and payable immediately, without notice, in the manner provided for payment of assessments.

E. *Return Check Charges*. In addition to any and all charges imposed under the Declaration and the Rules and Regulations of the Association, a fee of $20.00 shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. Such return check charge shall be considered an assessment due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be effective on any payment of sums due under the Declaration and Rules and Regulations. If two or more of an Owner's checks are returned unpaid by the bank within any (fiscal) year, the Association may require that all of the Owner's future payments, for a period of one (1) year, be made by certified check or money order. This return check charge shall be in addition to any late fees or interest incurred by an Owner. Any returned check shall cause an account to be past due if full payment of the quarterly installment of the annual assessment is not timely made within 10 days of the due date.

F. *Attorney's Fees on Delinquent Accounts*. As an additional expense permitted under the Declaration, Articles and Bylaws, the Association shall be entitled to recover its reasonable attorney's fees incurred in the collection of assessments or other charges due the Association from a delinquent owner.

G. *Notice of Delinquency*. Within forty-five (45) days of the Due Date, the Association shall issue a courtesy notice (the "Notice of Delinquency") reminding such Owner the Due Date has passed and the account is late, and an interest charge of no more than twelve percent (21%) of the Assessment is then due, which the Association is authorized and directed to charge to and collect from any delinquent owner on behalf of the Association. The Notice of Delinquency sent by the Association to the delinquent owner shall also state:

1. The total amount due, with an accounting of how the total was determined;

2. Whether the opportunity to enter into a payment plan exists pursuant to C.R.S. § 38-33.3-316.3 and instructions for contacting the Association to enter into such a payment plan;

3. The name and contact information for the individual the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt; and

4. That action is required to cure the delinquency and that failure to do so within thirty (30) days may result in the Owner's delinquency account being turned over to the Association's attorneys, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado law.

H. *Circumstances and Terms of Payment Plan*. Unless the Owner does not occupy the Unit and has acquired the Unit as a result of (a) a default of a security interest encumbering the Unit or (b) foreclosure of the Association's Lien, the Association shall make a good-faith effort to coordinate with the Owner to set up a payment plan. However, in the event the Association and the Owner have previously entered into a payment plan, the Association is under no obligation to negotiate another payment plan. Any payment plan must permit the Owner to pay off the deficiency in equal installments over a period of at least six (6) months. The Owner shall sign a document describing the payment plan and the effective date of the first payment. In the event an Owner fails to comply with the terms of his or her payment plan, the Association may immediately begin pursuing legal action against such Owner. An Owner's failure to remit payment of an agreed-upon installment, or to remain current with the regular Assessments as they come due during the six-month period, constitutes a failure to comply with the terms of his or her payment plan.

I. *Use of Certified Mail/Regular Mail*. In the event the Association shall cause a collection letter or notices to be sent to a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.

J. *Liens*. The Association may file a Notice of Lien against the property of any delinquent Owner in accordance with the terms and provisions of the Declarations, Articles and Bylaws.

K. *Referral of Delinquent Accounts to Attorneys*. The Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred. The Owner(s) of the Unit with the delinquent account shall be responsible for, and pay as an assessment on such Unit, any attorney's fees incurred in this instance.

L. *Referral of Delinquent Accounts to Collection Agencies*. The Association may, but shall not be required to refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.

M. *Application of Payments*. All payments received on account of any Owner or the Owner's property (hereinafter collectively "Owner"), shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such

Owner pursuant to the Declaration and Rules and Regulations, prior to application of the payment to any special or regular assessments due or to become due with respect to such Owner.

N. *Ongoing Evaluation*. Nothing in this procedure shall require the Association to take specific actions other than to notify Owners of the adoption of these procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis.

II. Board Members' Conflicts of Interest

A. DEFINITIONS

(1) "Conflicting interest transaction" means a contract, transaction, or other financial relationship between the Association and a Director, or between the Association and a party related to a Director, or between the Association and an entity in which a Director of the Association is a director or officer or has a financial interest.

(2) "Director" or "Board Member" means a member of the Association's Executive Board.

(3) "Party related to a Director" means a spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a director or officer or has a financial interest.

B. POLICY

(1) Loans. No loans shall be made by the Association to its Directors or officers. Any Director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of the loan until it is repaid.

(2) If any contract, decision, or other action taken by or on behalf of the Board would financially benefit any Director or Party related to a Director, then, in advance of entering into that contract, making the decision or taking the action, that interested Board Member shall declare at an open meeting of the Board, that a conflict of interest exists and shall describe in detail all of the particular facts of the conflict of interest.

(3) After the interested Board Member makes such a declaration, the interested Board Member may participate in a discussion of the matter giving rise to the conflict of interest. However, the interested Board member may not vote on the issue giving rise to the conflict of interest.

(4) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Executive Board or of a committee that authorizes, approves or ratifies the conflicting interest transaction.

(5) The conflicting interest transaction may not be void or voidable by an Owner or the Association if:

i. The facts about the conflicting interest transaction are disclosed to the Board, and a majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction;

ii. The facts about the conflicting interest transaction are disclosed to the Owners entitled to vote on the matter, and the conflicting interest transaction is authorized in good faith by a vote of the Owners entitled to vote on the matter; or

iii. The conflicting interest transaction is fair to the Association.

III. Conduct of Meetings

A. *Member Meetings*. All meetings of the Association are open to every Member, or to any person designated by a Member in writing as the Member's representative, and Members or designated representatives so desiring shall be permitted to attend, listen, and speak at an appropriate time during the deliberations and proceedings.

B. *Executive Board Meetings*. All meetings of the Executive Board are open to every Member, or to any person designated by a Member in writing as the Member's representative. At an appropriate time determined by the Board, but before the Board votes on an issue under discussion, Members or their designated representatives shall be permitted to speak regarding the issue. The Board may place reasonable time restrictions on persons speaking during the meeting, to allow sufficient time for as many members as possible to comment within the time permitted. Unless otherwise determined by the President or acting chair, the time limit will be three minutes per member. Members will only be allowed to speak more than once at the discretion of the Board. If more than one person desires to address an issue and there are opposing views on that issue, the Board shall provide for a reasonable number of persons to speak on each side of the issue.

C. *Executive Session of Board*. Notwithstanding the foregoing, the Board or a committee thereof may hold an executive or closed door session and may restrict attendance to Board Members and other persons specified by the Board; provided that any such executive or closed door session may only be held in accordance with the provisions and requirements of CCIOA, as amended from time to time, or other applicable law. Matters for discussion by an executive or closed session are limited to:

(1) Matters pertaining to employees of the association or the managing agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the association;

(2) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

(3) Investigative proceedings concerning possible or actual criminal misconduct;

(4) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

(5) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;

(6) Review of or discussion relating to any written or oral communication from legal counsel.

Prior to the time the members of the Board convene in executive session, the President or acting chair shall announce the general matter of discussion as enumerated in paragraphs (1) to (6) above. No rule or regulation of the Board shall be adopted during an executive session.

D. *Recording of Meetings*. Note taking is permitted, however, video or audio recording of all or any portion of any meeting by Members is prohibited.

E. *Member Conduct*. No Member is entitled to speak until recognized by the chair. There shall be no interruption of anyone who has been recognized by the chair, except by the chair. Specific time limits set for speakers shall be strictly observed. Personal attacks, whether physical or verbal, and offensive language will not be tolerated. All comments are to be directed to the chair and not other individual participants. All comments are to be restricted to the agenda item being discussed.

F. *Curtailment of Member Conduct*. Should the President or acting chair determine that any Member has spoken for the allocated amount of time or longer, or determine that the Member is in violation of the provisions of this policy, the President or acting chair shall have the authority to instruct that member to yield the floor, and that member will be obligated to comply with the President's or acting chair's instruction.

IV. Enforcement of Covenants and Rules

A. *Initial Warning Letter*. If the Board finds an Owner has committed a violation of any provisions of the Declaration, Bylaws or Rules, an initial warning letter shall be sent to the violator explaining the nature of the violation. The violator will be given a reasonable amount of time to comply based on the nature and severity of the violation, as determined in the sole discretion of the Executive Board.

B. *Notice of Violation*. Subsequent to the initial warning letter, should the Owner not cure the violation to the satisfaction of the Board, a Notice of Violation of any provisions of the Declaration, Bylaws or Rules shall be provided to the applicable Owner. The notice shall describe the nature of the violation, the fine and notice of the opportunity for a hearing and shall

further state that the Board may seek to protect its rights as they are specified in the governing legal documents.

C. *Services of Notices*. Service of all notices required or permitted to be given hereunder shall be made as follows:

If to an Owner: By personal delivery to the Owner; or by U.S. Mail, postage prepaid, addressed to the last registered address of the Owner as contained in the Association's records.

If to the Association: By personal delivery or U.S. Mail, postage prepaid, addressed to the Association in care of its registered agent and office, as maintained with the Colorado Secretary of State or such other address as the parties may be advised of in writing.

Any notice personally delivered shall be deemed received on the date of delivery, and any notice mailed shall be deemed received on the fifth day following the date of mailing.

D. *Fines*. Any infraction of any covenant, rule or regulation in which a fine is not already specifically stated will result in a fine per day and/or occurrence according to the following schedule:

First violation:	Warning letter
Second violation (of same covenant or rule):	$100.00
Third violation (of same covenant or rule):	$500.00
Fourth and subsequent violations (of same covenant or rule):	$1,000.00

OR a monthly fine to be imposed at the discretion of the Board if the nature of the violation is continuous.

Third and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action.

After the violation has been cured by the Owner to the satisfaction of the Board, the per day fine will cease to accrue and remaining any unpaid balance, will be subject to a one and one-half (1 ½ %) monthly finance charge and may begin the date the charges are imposed.

E. *Request for Hearing*. In the event any Owner desires to attend a hearing or Board meeting to challenge or contest any alleged violation and possible fine, said Owner must, within 14 days from receipt of the Notice of Violation, request such hearing by notifying the Association, in writing, of such hearing request. In the event a proper and timely request for a hearing is not made as provided herein, the right to a hearing shall be deemed forever waived. If a hearing is not requested within the aforementioned 14-day period, the Board shall determine if

there was a violation, and if so, may continue to assess a reasonable fine within the guidelines contained in these Rules, all within 60 days of the expiration of the aforementioned 14-day period. The fine assessment is due and payable immediately upon receipt of notice of the said assessment. The Association's managing agent shall give notice of said assessment to the applicable Owner as provided in these Policies and Procedures. In requesting a hearing before the Association, an Owner shall state and describe the grounds and basis for challenging or denying the alleged violation as well as such other information the Owner deems pertinent.

F. *Discovery*. Upon written request to the Association, not later than ten days prior to the date of hearing, the Owner shall be entitled to: (a) obtain the names and addresses of witnesses, to the extent known to the Association, and (b) inspect and make copies of any statements, writings and investigative reports relative to the case contained in the Association's records. Nothing in this section shall, however, authorize the inspection or copying of any writing or other thing which is privileged from disclosure by law or otherwise made confidential or protected, such as attorney work product.

G. *Board to Conduct Hearing*. The Board shall hear and decide cases set for hearing pursuant to these Policies and Procedures. The Board may appoint an officer or other Owner to act as the presiding officer (the "Presiding Officer") at any of the hearings.

H. *Conflicts*. It shall be incumbent upon each Board member to make a determination as to whether s/he is able to function in a disinterested and objective manner in consideration on each hearing before the Board. Any Board member incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the President of the Association prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and said Board member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer shall appoint an Association member, in good standing, to serve as a voting member of the hearing board.

I. *Hearing*. Each hearing shall be held at the scheduled time, place and date, provided that the Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board by Reading the notice of hearing. The general procedure for hearing shall consist of opening statements by each party; presentation of testimony and evidence, including cross-examination of witnesses by each party; and closing statements by each party. Notwithstanding the foregoing, the Board may exercise its discretion as to the specific manner in which a hearing shall be conducted and shall be authorized to question witnesses, review evidence and take such other reasonable action during the course of the hearing which it may deem appropriate or desirable to permit the Board to reach a just decision in the case. Rules of law regarding trials and presentation of evidence and witnesses shall be applicable to the hearing insofar as the Presiding Officer deems adherence to such rules of law to be in the interests of justice; provided that any relevant evidence should be admitted if

it is the sort of evidence on which responsible persons are accustomed to rely in the course of serious affairs. The decision of the Board at each hearing shall be based on the matters set forth in the notice of hearing, request for hearing and such evidence as may be presented at the hearing. Unless otherwise determined by the Board of Directors, all hearings shall be open to attendance by all members of the Association.

J. *Decision*. After all testimony and other evidence have been presented to the Board at a hearing, the Board shall render its decision thereon within ten (10) days after the hearing. A decision, either a finding for or against the Owner, shall be by a majority of the Board. The Board shall issue written findings of fact and conclusions, and, if applicable, shall impose a reasonable fine as provided in the Association's Rules. The Board may also issue and present for recording with the Clerk and Recorder of Eagle County, Colorado, a notice of finding of violation. Upon satisfactory compliance with the Association's governing documents, the notice may be released by the Association issuing and recording a release of notice of findings of violations.

K. *Enforcement and Attorney's Fees*. In accordance with the Declaration, Bylaws and Rules, it is hereby declared to be the intention of the Association to enforce the provisions by of the Documents by any and all means available to the Association at law or in equity, and to seek recovery and reimbursement of all attorney's fees, Association expenses and costs incurred by the Association in connection therewith.

V. Inspection and Copying of Records

The Association will maintain, retain and produce Association records in accordance with the procedures and requirements set forth in the Colorado Not-for-Profit Corporation Act, Colorado Common Ownership Interest Act and Association's governing documents, including the declaration, articles of incorporation, bylaws and this policy. The following policy (the "Policy") conforms with C.R.S. §§ 38-33.3-209.4, 209.5 and 317, and shall apply to the inspection and copying of the Association's records:

1. All Association records must be maintained in a form that allows conversion into written form in a reasonable time.

2. The following records **will be maintained** at the Association's principal office and shall be considered the sole records of the Association for purposes of document retention and production to owners:

    a. Detailed records or receipts and expenditures affecting the operation and administration of the Association;

    b. Records of claims for construction defects and amounts received pursuant to settlement of those claims;

c. Minutes of all meetings of the owners and the Board, a record of all actions taken by the owners and the Board without a meeting, and a record of all actions taken by any committee of the Board;

d. Written communications among, and votes cast by the Board that are: (i) directly related to an action taken by the Board without a meeting pursuant to C.R.S. § 7-128-202; or (ii) directly related to an action taken by the Board without a meeting pursuant to the Association's bylaws;

e. The names of owners in a form that permits preparation of a list of names of all owners and the physical mailing addresses at which the Association communicates with them, showing the number of votes each owner is entitled to vote;

f. The Association's current declaration, covenants, bylaws, articles of incorporation, rules and regulations, responsible governance policies adopted pursuant to C.R.S. § 38-33.3-209.5, and other policies adopted by the Board;

g. Financial statements as described as in C.R.S. § 7-136-106 for the past three years and tax returns of the Association for the past seven years, to the extent available;

h. A list of the names, email addresses and physical mailing addresses of the current Board members and officers;

i. The Association's most recent annual report (if any) delivered to the Secretary of State;

j. Financial records sufficiently detailed to enable the Association to comply with C.R.S. § 38-33.3-316(8) concerning statements of unpaid assessments, to be sent by certified mail, return receipt requested, so they are received by the requesting party within fourteen days of the Association's receipt of request;

k. The Association's most current reserve study (if any);

l. Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two years;

m. Records of Board or Committee actions to approve or deny any requests for design or architectural approval from owners;

n. Ballots, proxies and other records related to voting by owners for one year after the election, action or vote to which they relate;

o. Resolutions adopted by its Board relating to the characteristics, qualifications, limitations, and obligations of members of any class or category of members; and

p. All written communications within the past three years to all owners generally as owners.

3. An owner or owner's authorized agent may inspect and copy Association records during normal business hours if the owner or authorized agent has submitted a written request, describing with reasonable particularity the records sought, at least ten days prior to the inspection or production of documents. The Association's "Request to Inspect Records" form is attached to and made a part of this Policy. The Association may not condition the production of records upon the statement of a proper purpose.

4. Notwithstanding Paragraph 3 above, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to an owner's interest as an owner without the consent of the Board. Without limiting the generality of this Paragraph 4, without the consent of the Board, a membership list or any part thereof may not be:

a. Used to solicit money or property unless such money or property will be used solely to solicit the votes of owners in an election to be held by the Association;

b. Used for any commercial purpose; or

c. Sold to or purchased by any person.

5. Records maintained by the Association **may be withheld** from inspection and copying to the extent that they are or concern:

a. Architectural drawings, plans, and designs, unless released upon the written consent of the legal owners of the drawings, plans, or designs;

b. Contracts, leases, bids or records related to transactions to purchase or provide goods or services that are currently in or under negotiations;

c. Communications with legal counsel that are otherwise protected by attorney-client privilege or the attorney work product doctrine;

d. Disclosure of information in violation of law;

e. Records of an executive session of the Board; or

f. Records relating to or concerning individual units other than those of the requesting owner.

6. Records maintained by the Association are not subject to inspection and copying, and **must be withheld**, to the extent that they are or concern:

a. Personnel, salary, or medical records relating to specific individuals; and

b. Personal identification and account information of members, including bank account information, telephone numbers, email addresses, driver's license numbers, and social security numbers.

7. The Association will impose a reasonable charge, which may be collected in advance and will cover costs of labor and material, for copies of Association records. The charge may not exceed the estimated cost of production and reproduction of the records.

8. A right to copy records under this Policy includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission if available, upon request of an owner.

9. The Association is not obligated to compile or synthesize information.

10. Association records and the information contained within those records shall not be used for commercial purposes.

11. Upon request, the selling unit owner shall either provide to the buyer or authorize the Association to provide to the buyer, upon payment of the Association's usual fee pursuant to Paragraph 7 above, all the common interest community's governing documents and financial documents, as listed in the most recent version of the contract to buy and sell real estate promulgated by the real estate commission as of the date of the contract.

12. Audits or reviews of the books and records of the Association shall be done at the discretion of the Board or upon owner request as follows:

a. An audit is required only if the Association has annual revenues or expenditures of at least $250,000 and owners of at least one-third of the units represented by the Association request in writing an audit.

b. A review is required only when requested in writing by the owners of at least one-third of the units represented by the Association.

c. Copies of audits or reviews shall be available on request to any owner within thirty days after completion.

13. Within ninety days after the change or any of the following, the Association will give written notice to the owners of the following items by first class mail, personal delivery, a binder at the principal place of business, or posting on the Association's website:

a. Name of the Association and the common interest community;

b. Name and address of the management company, if any;

c. Physical address and phone number for the Association and the designated agent or management company; and

d. Date of recording of the Declaration and recording information.

14. Within ninety days after the end of each fiscal year, the Association will make the following information available to owners by first class mail, personal delivery, a binder at the principal place of business, or posting on the Association's website:

a. Date the Association's fiscal year begins;

b. Operating budget for the current year;

c. List of current regular and special assessments, by unit type;

d. Annual financial statements, including reserves, if any;

e. Results of most recent audit or review;

f. List of all the Association insurance policies (property, general liability, director and officer liability, fidelity), including companies, policy limits and deductibles, additional insureds, and expiration dates;

g. The Association bylaws, articles and rules and regulations;

h. Minutes of the Board and member meetings for the prior fiscal year; and

i. The Association's "Responsible Governance Policies."

VI. Standard of Care for Directors Investing Reserve Funds.

A. Directors and officers must meet the standards of care outlined in the Colorado Revised Nonprofit Code when investing association reserve funds. The standards require directors and officers to act:

(1) in good faith;

(2) with the care an ordinarily prudent person in a like situation would exercise under similar circumstances; and

(3) in a manner the director or officer reasonably believes to be in the best interest of the association.

B. In discharging their duties, directors and officers may rely on other people on matters that the directors or officers reasonably believe are within that person's professional or expert competence.

VII. Adoption and amendment of policies, procedures, and rules.

The Executive Board may from time to time adopt and amend the policies, procedures and rules and regulations concerning the Community, except the new policy, procedure, rule or amendment shall not amend the terms of the Declaration which may only be amended as provided therein. Such amendments are valid and enforceable against an Owner only if:

(a) Their purpose is to promote the convenience, safety, or welfare of the Owners;
(b) They are reasonably related to the purpose for which they are adopted;
(c) They are not retaliatory or discriminatory in nature;
(d) They are sufficiently explicit in prohibition, direction, or limitation of the Owner's conduct to fairly inform him of what he must or must not do to comply.

In order to adopt or amend a policy, procedure, or rule and regulation, the Board shall approve the same in accordance with the Bylaws and send notice of the newly-adopted policy, procedure, rule and regulation to the Owners via first class mail or email (if the Owner has provided an email address to the Association). No policy, procedure, or rule and regulation shall be effective until sent to the Owners.

VIII. Alternative Dispute Resolution Policy

The following policy regarding Alternative Dispute Resolution is applicable except in the case of the Association's collection of assessments or enforcement of the covenants, bylaws, or rules and regulations of the Association by the Association:

A. *Meeting with Board.* In the event of any dispute involving the Association and an Owner, it is the intention of the Association to resolve the dispute informally and without the need for litigation. The Owner or the Association shall notify the other in writing of the claim, stating (i) the nature of the Claim, including the date, time, location, persons involved, (ii) the basis of the claim (i.e. the provisions of the Declaration, the Bylaws, the Articles, Rules or Regulations or other authority out of which the claim arises); (iii) what the claimant wants the

other to do or not do to resolve the claim; and (iv) that claimant wishes to resolve the claim by mutual agreement and is willing to meet in person with the other at a mutually agreeable time and place to discuss in good faith ways to resolve the claim.

The parties shall make every reasonable effort to meet either in person or by conference call to resolve the claim by good faith negotiation.

B. *Mediation.* If a meeting is unsuccessful or does not occur, all claims or disputes, except in the case of the collection of assessments, shall be initially submitted to mediation in good faith. The parties shall jointly appoint a mediator and will share equally in the cost of mediation. If a party does not respond within ten (10) days of receipt of a request to mediate or if the parties cannot agree on a mediator within ten (10) days of the request, the mediation requirement shall be deemed fulfilled. If mediation does occur, it shall be completed within thirty (30) days from the date of request.

If mediation is unsuccessful or does not occur, the parties may pursue their claims via the appropriate court or submit the dispute to binding arbitration.

C. Binding Arbitration. If the matter cannot be resolved by mediation of otherwise within thirty (30) days of the request for mediation, alternative dispute resolution (ADR) in the form of Binding Arbitration may be pursued if both the Owner and the Association agree.

D. This policy is an agreement of the Association and Owners to mediate and/or arbitrate all claims except the stated exceptions and is specifically enforceable under the applicable arbitration law of the State of Colorado. The arbitration shall be final and binding and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

D. *Costs.* If the claims are resolved through negotiation as provided above, each party shall bear all of its own costs incurred in resolving the claim, including its attorney fees, unless the parties otherwise agree. If the claims are not resolved through negotiation and the claim goes to arbitration, the prevailing party shall receive as a part of its award from the opposing party all of its costs, including attorney fees, and any expenses incurred as a result of the dispute resolution procedures of this policy.

E. *Deviations.* The Board may deviate from the procedures set forth in this policy if in its sole discretion such deviation is reasonable under the circumstances.

F. *Amendment.* This policy may be amended from time to time by the Board of Directors.

IX. Reserve Requirements

A. *Funding*. After receipt of any reserve study or any updates thereto, the Board of Directors of the Association shall establish a funding plan or update the funding plan and then

adjust the assessments allocated for the Reserve Fund (as defined herein) to match the requirements identified by the reserve study or update. All assessments placed in the Reserve Fund shall be in accordance with the Association's policy then in effect regarding investment of reserve funds.

B. *Deviations*. The board may deviate from the procedures set forth in this policy if in its sole discretion such deviation is reasonable under the circumstances.

A. *Reserve Studies*. The Association shall arrange for its reserve studies when the Board of Directors determines it is necessary. After the initial reserve study, the Board of Directions shall arrange for an update every five years.

(a) All reserve studies and updates shall be based on both a physical analysis and a financial analysis of the portions of the Association which are maintained, repaired, replaced and subject to improvement by the Association.
(b) All reserve studies and updates shall include an inventory, a condition assessment based on a site inspection and contain an estimate of remaining useful life.

B. *Funding*. After receipt of the initial reserve study or any updates thereto, the Board of Directors of the Association shall establish a funding plan or update the funding plan and then adjust the assessments allocated for the Reserve Fund to match the requirements identified by the reserve study or update. All assessments placed in the Reserve Fund shall be in accordance with the Association's policy then in effect regarding investment of reserve funds.

C. *Deviations*. The Board may deviate from the procedures set forth in this policy if, in its sole discretion, it finds such deviation is reasonable under the circumstances.

X. Miscellaneous.

A. Notwithstanding anything herein to the contrary, the Association reserves the right, at any time and from time to time hereafter, to modify, amend, repeal and/or re-enact these Policies and Procedures in accordance with the Declaration, Bylaws and applicable law. The Board or its management company shall send notice of the newly-adopted policy, procedure, rule and regulation to the Owners via first class mail or email (if the Owner has provided an email address to the Association). No policy, procedure, or rule and regulation shall be effective until sent to the Owners.

B. The Board and its management company are empowered to enforce these Policies and Procedures. All Policies and Procedures shall be in effect at all times.

C. Failure by the Association, the Board or any person to enforce any provision of these Policies and Procedures shall in no event be deemed to be a waiver of the right to do so thereafter.

D. The Provisions of these Policies and Procedures shall be deemed to be independent and several, and the invalidity of anyone or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.

E. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular and the use of any gender shall include all genders.

F. The captions to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these policies and procedures or the intent of any provision hereof.

These Policies were adopted this ___ day of _____, _____ by resolution of the Board of Directors of the Solstice Townhome Owners Association, a Colorado nonprofit corporation.

Solstice Townhome Owners Association

By: _____
President

ATTESTED:

By: _____
Secretary

ADDENDUM A

REQUEST TO INSPECT RECORDS

This written request is pursuant to the Policy on Records Inspection of the Solstice Townhome Owners Association.

To: _____
c/o _____ (Management)

Address: _____

Email: _____

Date of this Request: _____, 20___

Date you or your agent intends to inspect the records (Must be at least 10 days after date of request): _____, 20___

Person(s) requesting Inspection of the Association's records: _____
_____

Person(s) who will be present for the review of the Association's records: _____
_____

Please note that all actual costs of inspection and any authorized copies must be paid in advance by the person requesting them.

Specify with particularity the records requested for Inspection. Please include type and date(s) of record, indication of those records for which you request a copy, and any specifics that will identify the information you seek to review. If necessary, use additional sheets.

Record	**Date**
_____	_____
_____	_____
_____	_____
_____	_____

Name: _____
Date: _____
Address: _____
Authorized by: _____

SOLSTICE TOWNHOME OWNERS ASSOCIATION
CONSTRUCTION RULES & REGULATIONS
(Adopted Effective _____)

[draft September 5, 2018]

1. Interpretation

These Construction Rules & Regulations ("**Rules**") shall, to the extent possible, be interpreted to comply with the Declaration for Solstice Townhome Owners Association (the "**Declaration**"). In the event of any conflict between the terms of the Declaration and these Rules, the terms of the Declaration shall control.

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed in the Declaration.

These Rules are adopted with the acknowledgement that (i) each Unit Owner has a right to alter the interior of his/her/its Unit and Association approval shall not be unreasonably withheld; (ii) Limited Common Element alterations require Association approval in accordance with the responsibilities of the Board set forth in the Declaration and by law; and (iii) Common Elements may not be modified by any Owner.

2. Approval

a. Owner Requests

Prior to the commencement of any Work relating to a Unit within the Solstice Townhomes (the "Project"), the Owner will submit a written request to the Board of Directors. The written request must include the following:

- a brief description of the scope of the Work
- two (2) copies of a detailed plan illustrating the Work (if a building permit is required, the same plans submitted for such permit will be submitted)
  - one (1) copy shall be 24" x 36"
  - one (1) copy shall be 11" by 17"
  - a .pdf will also be submitted
- the name and contact information for the contractor performing the Work
- timeline for the start and completion of the Work
- waste management plan
- parking plan
- materials staging plan
- sanitary facilities plan
- whether a building permit is required from the applicable government agency
- check for a construction deposit in the amount of $7,500 to protect Common Elements
- Signature of Owner and general contractor on Acknowledgement in the same form as found at the end of these Rules

b. Board Approval

Upon receipt of an Owner's written request to perform Work, the Board will review the documents submitted and either approve, deny or request a modification. Upon approval or denial of the proposed construction, the Board shall deliver a letter either approving or denying the Work. In the event that the submission is denied, the Board shall outline the reasons for denial. Any letter of approval shall be subject to the rules and conditions as set forth in the Declaration, these and other Rules, and any other rules, regulations, or procedures governing the Association. In the event that the Owner has not received a response from the Board of Directors thirty (30) days after submission of all required materials, the Work shall be deemed approved subject to the rules set forth herein.

3. Rules

All general contractors, subcontractors, suppliers, vendors, etc. ("**Contractors**") shall be immediately advised of the following rules concerning their proper conduct within the Project. **It is the general contractor's responsibility to ensure that their subcontractors read and understand these rules and regulations.** Ignorance of these rules is neither a waiver of liability nor responsibility. Any and all violations will be assessed against the Owner in accordance with these Rules.

The following must be observed by Owners and all Contractors[1]:

a. All Contractors performing Work shall be licensed by the appropriate authority.

b. A building permit, if needed for the type of work to be done, is required to be submitted to the Board of Directors or the Managing Agent prior to the initiation of any Work.

c. Proof of insurance for both liability and workman's compensation is required and should be a minimum of at least $1,000,000.00. A certificate of insurance must be provided to the Board of Directors or the Managing Agent prior to the initiation of any Work naming the Association as an additional insured thereunder.

d. For the benefit and quiet enjoyment of all owners and guests, construction which requires a building permit or which affects any other guests or owners or involves the use of the Common Areas in any way may not be undertaken during the following dates: The Wednesday before Thanksgiving through the Sunday after Thanksgiving and December 20 through January 7. Board of Directors or its appointed representative may approve variances to this timing as they deem reasonable.

e. All Work must be completed Mondays through Fridays between the hours of 8:00 a.m. and 5:00 p.m. **No Work is permitted outside of these hours or on Saturdays or**

[1] Failure to comply with any provision herein will subject the Owner to Fines disclosed herein.

Sundays unless an exception is made by the Board of Directors or the Association Managing Agent.

f. All Common Element and Limited Common Element accessing or comprising a part of the Project must be protected from damage.

g. Any hard surface flooring must have a sound mitigation system as approved by the Board of Directors or the Managing Agent.

h. No items of any type can be stored or left outside the Unit. All Work must be completed inside the Unit. No work stations may be set up in hallways, garages areas or common areas except and unless otherwise approved by the Board of Directors in writing.

i. Access to stairwells may not be blocked at any time.

j. No construction dumpsters will be approved and none may be left within the common areas from the Sunday before Thanksgiving until January 15. Owners must obtain a permit from the Association's managing agent for dumpsters to be used during permissible construction months. A nominal fee will be paid to the Association for each such permit. Construction debris may not be placed in Association dumpster.

k. No equipment or materials are to be stored outside of the Unit without the prior written permission of the Board of Directors.

l. Proper floor, wall, door frame and other protections are expected to be provided and maintained for large deliveries of materials, for entrances to construction areas, and common areas located between the elevator and/or stairwells and construction areas. Construction paths across common areas and/or lobbies must be kept clean at all times and such cleaning is the responsibility of Owner/Contractors. Proper dust control measures must be used and maintained at all times, including installation of pre-filters on air handling units.

m. Any Work which could affect any utility is the sole responsibility of the Owner in the event of disruption or damage to Owner's Unit or any other Unit or common area.

n. All flammable, combustible and toxic materials are to be stored in proper containers in accordance with applicable requirements. No gasoline powered devices will be permitted within the Project. All equipment will be electrically operated. All hazardous materials must be removed according to EPA and OSHA guidelines upon completion of the Work.

o. Parking for workers must be arranged in advance with the Board of Directors and/or Managing Agent. Any vehicles parked without authorization will be towed at Owner's expense.

p. No parking or other use is allowed in the open garage parking area for contractors, workers or staging without the prior written consent of the Board of Directors or the Managing Agent.

q. Workers will only use the bathroom in the Unit and not in any common areas or based upon the approved sanitation plan.

r. Smoking is prohibited in construction areas, common areas and garages.

s. Contractors and their employees are not permitted to have pets in the Project.

t. No music, television or radios are allowed.

u. Supervision of all workers is the sole responsibility of Owner. Job site security is the sole responsibility of the Owner.

v. No mechanics' liens shall be placed on any Association Common Element. In the event any such lien is placed, the Owner shall immediately have such lien released, at Owner's sole cost and expense. Owner shall further pay any and all Association legal fees associated with protection of the Association in such event.

w. Any damage caused to any Association Common Element or Limited Common Element as a result of the Project or by the Contractors is the responsibility of the Owner to repair at the Owner's sole cost and expense. Any and all damage shall be repaired or restored to substantially to the same condition as existed prior to damage. The construction deposit will not be returned until all such damage is repaired to the satisfaction of the Association. In the event that the damages are not repaired to the satisfaction of the Association, the Association may use the construction deposit to repair such damages. In the event that the construction deposit does not adequately cover the repairs, the Owner remains responsible to pay the Association for the total costs of repairs.

4. Code Compliance

The Owner, at Owner's sole cost and expense, shall procure all legally required permits relative to the Work and shall, during construction, comply with all applicable legal requirements. The Work shall, once completed, comply with all applicable laws, ordinances, regulations, codes or orders of any state, municipal or other public authority affecting the same and with all requirements of the local fire rating insurance organization, the local fire department and other similar bodies.

5. Fines

Violations of these Rules will result in assessment to the Owner of the following fines (and not the fines as shown in the fine schedule promulgated elsewhere in the Association's governing documents:

- First violation: $500.00
- Second violation of same or similar nature: $1,000.00
- Third violation of same or similar nature: $2,000.00
- Continuing violations: $2,000.00 per occurrence or per day for ongoing violations.

All fines and penalties contained herein shall have the same force and effect as any assessment levied by the Board in accordance with and pursuant to the Declaration and Rules.

In the event that the Board of Directors or the managing agent has to clean up after Owner or its Contractors, the Owner will be billed the actual hourly rate incurred by the Association for such cleanup in addition to the fines listed above.

The construction deposit will be returned to the Owner once Owner has notified the Board of Directors that the Work is complete and subject to compliance with these Rules by Owner. The Board of Directors may inspect to ensure the Work is complete after such notification. The Board of Directors may deduct any fines or other monies owed under these Rules. In the event that the Owner owes monies in excess of the construction deposit, such amounts will be treated as an assessment lien and collected in accordance with the terms of the Declaration and such other rules and regulations as the Association may have in place.

ACKNOWLEDGEMENT
OF SOLSTICE TOWNHOME OWNERS ASSOCIATION
CONSTRUCTION RULES & REGULATIONS

The undersigned hereby acknowledges that he/she/it has read the foregoing Construction Rules and Regulations for Solstice Townhome Owners Association. The undersigned agrees to comply with the Construction Rules and Regulations for Solstice Townhome Owners Association for the Work described below.

Unit No:_____

Owner:_____

Mailing Address:_____

_____

Scope of Work:_____

_____

_____

Contractor:_____

Mailing Address:_____

_____

Phone No.:_____

Fax No.: _____

Email:_____

OWNER:

By:_____

Print Name:_____

Date:_____

CONTRACTOR:

By:_____

Print Name:_____

Date:_____

SOLSTICE TOWNHOME OWNERS ASSOCIATION
RULES AND REGULATIONS

Effective _____, 2018

[draft September 5, 2018]

Pursuant to the Declaration for Solstice Townhome Owners Association ("Association"), the Board of Directors (Board) has adopted the following Rules and Regulations to govern the use and enjoyment of the Solstice Townhomes. The Association also refers to all Units plus the Common Elements and Limited Common Elements. The Board desires to ensure the highest possible standards of living experience within the Association. In order to accomplish this, the Board requests the cooperation of all persons residing in or visiting the Solstice Townhomes in the observance of the following:

1. Any common sidewalks, walkways, driveways, entrances, and passageways shall not be obstructed by any Unit Owner for any other purpose than ingress to and egress from the Units.

2. Except as to the area termed Limited Common Elements, no article shall be placed on or in any of the Common Elements except for those articles of personal property which are the common property of all Unit Owners.

3. Unit Owners, members of their families, their guests, residents, tenants or lessees shall not use sidewalks, driveway and entrances as a play area.

4. No vehicle belonging to or under the control of a Unit Owner or member of the family or a guest, tenant, lessee, their guests or families, employee, tradesperson or worker of any type of a Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from a building or another Unit. Vehicles shall be parked within designated parking areas with one vehicle per designated parking space. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed. Additional parking restrictions are contained within the Declaration.

5. No work of any kind shall be done upon the exterior building, exterior areas or upon the Common Elements or Limited Common Elements by any Unit Owner. Please refer to the Declaration and the current Construction Rules and Regulations.

6. No construction will be permitted the Wednesday before Thanksgiving through the Sunday after Thanksgiving and December 20 through January 7. Construction will be limited Monday through Friday between the hours of 8 am and 5 pm. No construction materials will be stored in the Common Elements without prior Board approval. Additional rules are contained in the Construction Rules and Regulations.

7. Containers for trash must be kept in Units or a Unit garages. Containers may only be placed outside on the day designated by the Association for trash removal. All containers must be taken inside by 7 pm on the day designated for trash removal. In no event shall a trash container remain outside overnight. Any large trash items such as furniture or other large items must be disposed of by Owner's arrangement with a trash service directly and shall not be left outside.

8. The balconies, terraces, decks or patios shall be used only for the purposes intended and shall not be used for hanging garments or other articles or for cleaning rugs, household articles or other items. No

rugs or other material shall be dusted from windows, balconies, decks or patios by beating or shaking.

9. The following are allowed to be stored on decks and patios, designated as Limited Common Elements, provided they are stored in a neat and orderly manner:

    a. Patio furniture in good condition and in an amount appropriate to the space.
    b. One (1) gas cooking grill, in good working order, and not a fire hazard in accordance with the Declaration.

    In all cases, the Board of Directors will be the final judge as to the condition of the common areas, in order to ensure a pleasing appearance to the Project. No one shall obstruct damage or commit waste to any of the Common Elements.

10. Pets are limited as identified in the Declaration.

11. The Association assumes no liability for nor shall be liable for any loss or damage to articles left or stored in any common or other storage area.

12. Any damage to the Common Elements or common personal property caused by the Owner, his family, guests, tenants or lessees, their family and guests, shall be repaired at the expense of that Unit Owner.

13. With the consent of an Owner, the Managing Agent, or if there is no Managing Agent, then the Board of Directors, may retain a pass key to each Unit. In the event that the Owner does not so permit retention of a pass key, the Managing Agent, or if there is none, the Board of Directors, its employees and/or agents may make a forcible entry into such Unit when the Managing Agent or Board of Directors believe that an emergency requiring such entry exists. So long as entry is made upon a bona fide belief of emergency, the Owner shall have no recourse for any such forcible entry against Managing Agent or the Board of Directors or the person or persons who actually affect such forcible entry.

14. Nothing shall be done within the complex that would be in violation of any statute, rule, ordinance, regulation, permit, covenant or other validly imposed requirement of any governmental body, including the zoning, subdivision or building restriction.

15. The following are allowed to be stored on decks and patios, designated as Limited Common Elements, provided they are stored in a neat and orderly manner:

    a. Patio furniture in good condition and in an amount appropriate to the space.
    b. One (1) gas cooking grill, in good working order, and not a fire hazard.

    In all cases, the Board of Directors will be the final judge as to the condition of the common areas, in order to ensure a pleasing appearance to the Project. No one shall obstruct damage or commit waste to any of the Common Elements.

16. Any personal property left in the Common Elements or Limited Common Elements may be presumed abandoned and will be disposed of by the Association at no liability to the Association. The Association shall not be responsible for any loss, due to theft, damage or otherwise, to any personal property stored or otherwise left on any common element, whether allowed or prohibited by the Rules

and Regulations.

17. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants or occupants or other Units.

18. No noxious or offensive activity shall be carried on upon any part of the project nor shall anything be done or placed on or in part of the project which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. No sound shall be emitted on any part of the Project which is unreasonably loud or annoying. No odor shall be emitted on any part of the Project which is noxious or offensive to others. No light shall be emitted from any part of the Project which is unreasonably bright or causes unreasonable glare.

19. No unsightliness shall be permitted on or in any part of the Project. Without limiting the generality of the foregoing, nothing shall be kept or stored on or in any of the Common Elements, nothing shall be hung or placed on any of the Common Elements, and nothing shall be placed on or in windows or doors of units which would or might create an unsightly appearance.

20. Residency restrictions are contained in the Declaration.

21. Signage restrictions are contained in the Declaration.

22. The Board of Directors reserves the power to establish, make and enforce compliance with such additional rules and regulations as may be necessary for the operation, use and occupancy of the Solstice Townhomes with the right to amend the same from time to time.

City Council
STAFF REPORT
City of Glenwood Springs
January 17, 2019

Agenda Item:	Ordinance No. 1, Series of 2019; An Ordinance of the City of Glenwood Springs, Colorado, Amending the Cardiff Glen Planned Unit Development (PUD) (FIRST READING)
Action Requested:	Approve Ordinance No 1, Series of 2019
Department:	Economic and Community Development
Presented By:	Trent Hyatt, Senior Planner
Background Info:	See Planning Item 15-18
Issues:	None
Staff Recommendation:	Approve Ordinance No 1, Series of 2019

ORDINANCE NO. 1

Series of 2019

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING THE CARDIFF GLEN PLANNED UNIT DEVELOPMENT (PUD).

WHEREAS, on January 21, 1999, the City Council of the City of Glenwood Springs ("Glenwood Springs" or the "City") approved Ordinance No. 3, Series of 1999, rezoning a 21.75 acre parcel on County Road 116 in the City of Glenwood Springs from R/4 Residential Transitional to a Planned Unit Development known as Cardiff Glen PUD ("Cardiff Glen");

WHEREAS, Cardiff 96, LLC (the "Applicant"), the owner of Lots 95 and 96 within Cardiff Glen, desires to proceed with residential development of the lots and has requested that the PUD be amended with respect to front/side yard setbacks, road/sidewalk/landscaping width, dwelling unit size and irrigation source; and

WHEREAS, Lots 95 and 96 are zoned R/3 PUD Multi-family Residential and are subject to the applicable zone district standards set forth in Exhibit B to Ordinance No. 3, Series of 1999; and

WHEREAS, Applicant requests reduction of the front and side yard setback from 20 feet to 10 feet along the front and 15 feet along the side, which reduction is consistent with other existing residential structures within Cardiff Glen; and

WHEREAS, Applicant requests the 22 feet curb to curb street width requirement be amended with respect to Ripple Lane to allow Applicant to construct a 4 foot wide concrete sidewalk immediately adjacent to a 20 foot wide road with no landscaping strip; and

WHEREAS, Applicant requests an increase in the maximum dwelling size for three-bedroom units from 1250 square feet to 1800 square feet; and

WHEREAS, the Applicant requests that the requirement for using raw water for irrigation instead of domestic potable water be amended in light of past issues with the source of raw water for the PUD; and

WHEREAS, the Planning and Zoning Commission considered the requested amendment to the PUD at a public hearing on November 27, 2018 and recommended approval of the PUD amendment based on its consideration of the approval criteria set forth in Section 070.060.040(b)(3)f.3. of the Municipal Code and its findings that the amendment is consistent with the City's comprehensive plan and the purpose of the Municipal Code; the amendment is consistent with the City's approval criteria for a rezoning as set forth in Section 070.060.040(a)(3)f.3 of the Municipal Code; the intensity of development is not expected to create

significantly adverse impacts to surrounding properties or the neighborhood; the amendment addresses a unique situation, provides substantial benefits to the City, or incorporates innovative design, layout, or configuration resulting in quality over what could have been accomplished through strict application of a base zoning district or other standards of the Municipal Code; upon addressing staff comments made at the public hearing the application will meet all applicable standards of the Code not expressly modified by the PUD application; and the amendment provides residential uses and includes varied types of housing and densities; and

WHEREAS, City Council, following notice required by law, held a public hearing at a regular meeting on January 3, 2019, to consider the PUD amendment, received and considered comments from City staff and the public, and reviewed the documents submitted by the Applicant; and

WHEREAS, City Council hereby finds and determines that the Applicant has satisfied Section 070.060.040(b)(3)g.5.(i) and satisfied the approval criteria set forth in Section 070.060.040(b)(3)f.3.; and

WHEREAS, City Council finds that the proposed amendment to the PUD is consistent with the City's goals, policies and plans and that an ordinance be enacted to effectuate the amendment.

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

Section 1. The recitals above are hereby adopted as findings.

Section 2. The Cardiff Glen PUD is amended as set forth herein.

Section 3. Any ordinances or resolutions or parts thereof, which are in conflict with this ordinance, are hereby repealed to the extent of such conflict only.

INTRODUCED, READ ON FIRST READING, PASSED, AND ORDERED PUBLISHED BY TITLE ONLY THIS 3rd DAY OF JANUARY 2019.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Michael Gamba, Mayor

Catherine Mythen, City Clerk

INTRODUCED, READ ON SECOND READING, PASSED AND ORDERED PUBLISHED BY TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND PUBLICATION THIS 17th DAY JANUARY, 2019.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Michael Gamba, Mayor

Catherine Mythen, City Clerk

City Council
STAFF REPORT
City of Glenwood Springs
January 17, 2019

Agenda Item: Consideration of various code text amendments to Municipal Code Title 070 to correct errors and omissions in the Glenwood Springs Development Code, which was adopted August 2, 2018

Action Requested: Consider and discuss the recommended amendments to Title 070 which are listed in the attached spreadsheet.
Refer to Agenda item 19B - Ordinance No 3, Series 2019, to formally adopt the recommended amendments.

Department: Economic and Community Development

Presented By: Gretchen Ricehill, Assistant Director of Economic and Community Development

Background Info: In August 2018, the City adopted a new Land Use Development Code. In the process of applying the new code, staff discovered several errors and omissions that require correction. Staff has also found that some of the new code provisions require clarification.

A spreadsheet detailing the requested code amendments is attached to and made a part of this report. The spreadsheet includes an explanation of the issue and the recommended correction.

The Planning and Zoning Commission considered these code amendments at their meeting December 18, 2018. In a unanimous vote, the Commission recommended approval of the amendments with one exception: the addition of sign variance criteria (refer to line item 21 of the chart attached to the 12/18/2018 Planning and Zoning Commission staff report). The Commission tabled action on the proposed sign variance criteria pending further analysis. The Planning and Zoning Commission meeting minutes are attached for your review.

It is important to note that the recommended amendments do not substantially change existing requirements or add new code provisions. They simply correct errors and omissions and provide clarification to existing requirements. As staff continues to administer the new Development Code we fully expect to find other errors that will need correction.

Issues: None

Staff Recommendation:

In a 5 – 0 vote, the Planning and Zoning Commission recommended **approval**, except for the addition of new sign variance criteria. Note that the variance criteria amendment is not included in the list of recommended amendments which are attached to this report.

Staff recommends that Council **uphold** the Planning and Zoning Commission's recommendation and approve Ordinance 3, Series 2019 (refer to agenda item 12B).

ATTACHMENT-CITY COUNCIL REPORT – PLANNING ITEM #28-18

Title 070 Glenwood Springs Development Code

Adopted August 2, 2018

Corrections Post-Adoption

Text being deleted is ~~stricken~~; added text is **bold and underlined; red text are additions after the Dec 18, 2018 Planning & Zoning Commission hearing.**

<table>
<tr><th></th><th>Code Reference</th><th>Pg#</th><th>Error</th><th>Correction</th></tr>
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Table 030.1</td><td>37</td><td>Convalescent or nursing home is not a listed special review use in the RH (formerly R/3) & RT (R/4) zone districts. Under the previous Code, it was a special review use in both zones. Staff believes that this use was inadvertently dropped during the re-write process and recommends that the uses be added to the new land use table. This inadvertent omission has affected one existing nursing home facility.</td><td>070.030.020 Table of Allowed Uses
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<tr><td></td><td></td><td>RR</td><td>RL</td><td>RM1</td><td>RM2</td><td>RH</td><td>RT</td></tr>
<tr><td>Group Living</td><td>Convalescent or nursing home</td><td></td><td></td><td></td><td></td><td>S</td><td>S</td></tr>
</table></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>2</td><td>070.030.040(c) - Accessory Uses and Structures – General Standards for Accessory Uses
and
070.030.040(d)-Additional Standards for Specific Accessory Uses and Structures-Accessory Dwelling Units.</td><td>76
78</td><td>070.030.040- Accessory Uses and Structures contains general standards that are applicable to all accessory uses and specific standards for certain types of Accessory Structures.

Paragraph (c)5 states that accessory structures must observe setbacks that are 5 foot along the side yard, and 10 foot in the rear yard, 7.5 feet where there is no alley.

However, paragraph (d)(1)g, which addresses dimensional requirements specific to Accessory Dwelling Units states that ADUs must comply with the requirements of the applicable zone district, unless otherwise noted. The RR and RL residential and side and rear yard setbacks of 10 and 25 feet, respectively. The RM1 residential medium district has a rear yard setback</td><td>070.030.040 Accessory Uses and Structures
…
(d) Additional Standards for Specific Accessory Uses and Structures
(1) Accessory Dwelling Units
…
g. Dimensional Standards
1. The accessory dwelling unit shall comply with the applicable zoning district requirements unless otherwise noted in 070.030.040(c)(5)c.</td></tr>
</table>

			of 15 feet. Staff recommends clarifying that ADUs are subject to the setback requirements in paragraph (c)5.	
3	070.040.040(c)(4)d-Development Standards - Common Open Space-Setbacks and Easements	132	Setbacks and easements generally shall not count towards satisfying the common open space requirement; however, the Director shall have the authority to waive this requirement upon finding that the setback or easement area is consistent0020with the intent….	070.040.040 Common Open Space … (c) Required Common Open Space Area … (4) Design Standards for Common Open Space ... d. Setbacks and Easements Setbacks and easements generally shall not count towards satisfying the common open space requirement; however, the Director shall have the authority to waive this requirement upon finding that the setback or easement area is ~~consistent0020with~~ **consistent with** the intent….
4	070.040.050(b)(2)b-Development Standards-Landscaping, Screening, and Fencing-Applicability	136	Mixed use or nonresidential uses on a property containing less than 5,000 square feet of lot area shall be exempt from this Section.	Mixed use or nonresidential uses on a ~~property containing less than~~ **lot that is** 5,000 square feet or less ~~of lot area~~ shall be exempt from this Section.
5	070.040.050(b) -Development Standards-Landscaping, Screening, and Fencing-Applicability	136	Single family and two-family residential uses are exempt from having to comply with the Landscaping, Screening and Fencing requirements. Staff believes that some of the requirements in the Landscaping, Screening, and Fencing section should be applicable to all developments, including single family and two-family uses. Specifically - 1. Minimum streetscape requirements – the requirement of providing a five-foot wide	070.040.050 Landscaping, Screening, and Fencing … (b) Applicability … (2) Exemptions a. Single -and two-family residential uses shall be exempt from this section **except 070.040.050(d): *Streetscape Requirements* and 070.040.050(f)(2): *Fence Standards*.**

<table>
<tr><td></td><td></td><td></td><td>planting strip and one street tree per 75 feet of street frontage (one tree per 35 feet in the downtown core); and
2. Fencing standards: Fences located in a required front yard setback shall be no more than four feet in height; and Fences located in a required side or rear yard setback shall be no more than six feet in height.

Staff does not believe that it was ever intended to exempt single family and two-family residential uses from these two requirements. These provisions are consistent with the requirements of the previous development code.</td><td></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>6</td><td>070.040.050(c) Landscaping, Screening, and Fencing – General Landscaping Standards</td><td>137</td><td>Table 040.5: Minimum Plant Material and Standards
<table><tr><th>Plant Material</th><th>Minimum Amount</th><th>Species and Size Standards</th></tr><tr><td>Trees</td><td>One tree per 400 square feet of lot area in addition to those required for parking areas</td><td>….</td></tr><tr><td>Shrubs</td><td>One shrub per 25 square feet of lot area in addition to those required for parking areas</td><td>….</td></tr></table></td><td>070.040.050 Landscaping, Screening, and Fencing
…
(c) General Landscaping Standards
…
(2) Type and Amount of Plant Material
…
Table 040.5: Minimum Plant Material and Standards
<table><tr><th>Plant Material</th><th>Minimum Amount</th><th>Species and Size Standards</th></tr><tr><td>Trees</td><td>One tree per 400 square feet of ~~lot area~~ <u>site area required to be landscaped</u> in addition to those required for parking areas</td><td>….</td></tr></table></td></tr>
</table>

			<table><tr><td>Perennials</td><td>One perennial per 5 square feet of lot area</td><td>….</td></tr></table> The Code requires a certain percentage of landscaped area depending upon the zoning district classification. The minimum number of plants in Table 040.5 is calculated based on lot area and not on the site area required to be landscaped. Staff believes the intent was to base the plant calculation on the <u>required</u> landscaped area and not on the <u>total</u> lot area. The table below shows the planting requirements for a lot in the CO-commercial zone district. For comparison, the table shows plant numbers calculated on the entire lot (current code) versus plant numbers based on the percentage of site area required to be landscaped (proposed change). <table><tr><td>Minimum Amount</td><td>6,000 lot area</td><td>600 sf (10% of site area required to be landscaped)</td></tr><tr><td>1 tree / 400 sf</td><td>15</td><td>2</td></tr><tr><td>1 shrub/25 sf</td><td>240</td><td>24</td></tr><tr><td>1 perennial / 5 sf</td><td>1,200</td><td>120</td></tr></table>	<table><tr><td>Shrubs</td><td>One shrub per 25 square feet of ~~lot area~~ **<u>site area required to be landscaped</u>** in addition to those required for parking areas</td><td>….</td></tr><tr><td>Perennials</td><td>One perennial per 5 square feet of ~~lot area~~ **<u>site area required to be landscaped</u>**</td><td>….</td></tr></table>
7	070.040.050(f)(2)-Landscaping, Screening, and Fencing-Fence height	143	Fences located in a front yard shall be no more than four feet in height; Fences located in a side or rear yard shall be not more than six feet in height. Clarify that the yards refer to the required setbacks.	070.040.050 Landscaping, Screening, and Fencing … (f) Screening, Fences and Walls … (2) Fence Standards …

				2. Fences located in a **required** front yard **setback** shall be no more than four feet in height. 3. Fences located in a **required** side or rear yard **setback** shall be ~~not~~ **no** more than six feet in height.
8	070.040.050 (f)(3)c3 – Landscaping, Screening, and Fencing – Materials and Color	145	When located adjacent to a public right-of-way or when visible from adjacent commercial or residential land uses, the use of railroad ties and *timer* is prohibited. Correct spelling to "timber"	070.040.050 Landscaping, Screening, and Fencing … (f) Screening, Fences, and Walls … (3) Retaining Wall Standards … c. Materials and Color … 3. When located adjacent to a public right-of-way or when visible from adjacent commercial or residential land uses, the use of railroad ties and ~~timer~~ **timber** is prohibited.
9	070.040.060(b)(3) Off-Street Parking and Loading - Fee In-Lieu of Off-Street Parking	148	City Council approved a parking fee in-lieu as a way to incentivize the redevelopment of certain properties that otherwise would be constrained by having to provide on-site parking. Staff recommends amending the Code to allow City Council the opportunity to review all parking fee in lieu requests.	070.040.060 Off-Street Parking and Loading … (b) Applicability … (3) Fee in Lieu of Off-Street Parking (a) Prior to the issuance of the building permit …..the developer of a property may submit an application to the Director for payment of fee in-lieu of off-street parking requirements. **The submitted application shall be presented by the Director to City Council for a determination as to whether sufficient public parking to serve the proposed structure or use exists, or can be made available to serve the structure or use. This determination shall be at the sole discretion of the City Council, who may approve or disapprove the application.**
10	070.040.060(c)(1)-Calculation of Off-	149	The Code requires that parking requirements be based	070.040.060 Off-Street Parking and Loading

<table>
<tr><td></td><td>Street Parking and Loading Requirements</td><td></td><td>on gross floor area.

Gross floor area is defined as the total square footage of all finished and unfinished enclosed in a building.

The previous Code calculated parking on the basis of the floor area which is, the total habitable area of all floors. This definition excludes bathrooms, garages, storage areas, utility spaces, etc.

During the Code re-drafting process we discussed the impact of changing how parking calculations are made. By using a gross floor area definition we would increase the parking requirement for many businesses. Staff recommends going back to the old method of calculating parking – by floor area.</td><td>…
(c) Calculation of Off-Street Parking and Loading Requirements
(1) Area Measurements
a. All parking and loading requirements that are based on square footage shall be calculated on the basis of <s>gross</s> <u>the</u> floor area of the subject use.</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>11</td><td>070.040.100(f)(9) Exterior Lighting-Lighting of Outdoor Recreation and Entertainment Facilities</td><td>204</td><td>Exterior lighting of recreation or entertainment event [facilities] shall be turned off….

Add the word “facilities”</td><td>070.040.100 Exterior Lighting
…
(f) General Lighting Requirements for All Lighting Districts
…
(9) Lighting of Outdoor Recreation and Entertainment Facilities
a. Hours of Operation
Exterior lighting of recreation or entertainment event <u>facilities</u> shall be turned off….</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>12</td><td>070.040.110(i) Development Standards – Signs
Table 040.13-Summary of Permanent Sign Standards</td><td>222</td><td>The sign code includes Table 040.13 which summarizes sign requirements. Properties in the downtown core have additional standards for wall and portable signs. These standards are not included in the summary Table. Instead, the Table simply references the additional standards, but only for wall signs.</td><td>070.040.110
…
(i)
…
Table 040.13: Summary of Permanent Sign Standards
<table><tr><td>Sign Type</td><td>Number of Signs, Maximum</td><td>Sign Location</td></tr></table></td></tr>
</table>

<table>
<tr><td></td><td></td><td></td><td>Staff proposes adding a reference for portable signs.</td><td><table><tr><td>Portable</td><td>One per tenant with street frontage.

<u>See additional standards for properties in Downtown Core 070.040.110(j)(3).</u></td><td>……

<u>See additional standards for properties in Downtown Core 070.040.110(j)(3).</u></td></tr></table></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>13</td><td>070.060.020 Administration and Procedures-Table 060.1 Summary Table of Development Review Procedures</td><td>246</td><td>The former code required special review by both Planning and Zoning Commission and City Council for all marijuana related uses. This requirement for Council review was inadvertently dropped from the procedures in the new code.</td><td>070.060.020 Summary Table of Development Review Procedures Table 060.1

<table><tr><td>Procedure</td><td>…</td><td>Planning Comm.</td><td>City Council</td></tr><tr><td>…</td><td></td><td></td><td></td></tr><tr><td>Special Use Permit</td><td>…</td><td>D <u>(4)</u></td><td>A <u>(4)</u></td></tr></table>…
Notes:
…
<u>[4] Special Use Permits involving Medical Marijuana Business, Retail Marijuana Establishment, and Marijuana Cultivation uses require hearings before the Planning and Zoning Commission and City Council. The Planning and Zoning Commission has review and recommending authority and City Council has review and decision making authority.</u></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>14</td><td>070.060.030(c)(3) Administration and Procedures – Common Review Procedures – Pre-application Neighborhood Meeting-Notification</td><td>248</td><td>Clarify distance requirements for noticing neighborhood meetings.</td><td>070.060.030 Common Review Procedures
...
(c) Pre-application Neighborhood Meeting
…</td></tr>
</table>

				(3) Notification Notification of the required pre-application neighborhood meeting shall be sent by mail or electronically to ….. property owners within 300 feet of **the exterior boundaries of** the project site…..
15	Section 070.060.050(a)(4)b – Application Submittal and handling	271	Paragraph references/links to Section 070.060.030(d)(2) Code reference should not include "(2)"	070.060.050 Development Permits (a) Site/Architectural Plan Review (4) Minor Site/Architectural Plan Review Procedures b. Application Submittal and Handling The minor site/architectural plan application shall be submitted, accepted, and revised, and may be withdrawn, in accordance with 070.060.030(d)~~(2)~~…..
16	Section 070.060.050(a)(5)c Development Permits-Major Site/Architectural Plan Review Procedure and 070.060.050(c)(2)b Construction Plans-Concurrent Review	268 273 and 277	Section 070.060.050(a)(5)c allows for the concurrent review of construction plans and major site/architectural plans. However, section 070.060.050(c)(2)b allows construction plans to be reviewed concurrently only with administrative or minor site/architectural plans. Staff recommends changing the code to allow for the concurrent review of construction plans and any site/architectural plan (administrative, minor and major).	070.060.050 Development Permits … (a) Site/Architectural Plan Review … (2) Applicability … d. Concurrent Review … 2. Construction Plans … ~~iii. Concurrent review of construction plans is not allowed for major site/architectural plans.~~ … (c) Construction Plans … (2) Applicability … b. Concurrent Review An application for construction plans approval may be submitted concurrently with an application for ~~an administrative or minor~~ **any** site/architectural plan approval.

<table>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>17</td><td>070.060.020 -Summary of Development Review Procedures Table 060.1</td><td>246</td><td>Table 060.1 indicates that an application to vacate a public right of way is Planning and Zoning Commission decision. Council would hear the application only in the event of an appeal. However, the text in section 070.060.060(e) (page 292), which details the application and review procedures, indicates that the Planning and Zoning Commission only has recommending authority and the final decision is made by City Council.

Staff recommends correcting Table 060.1 to reflect a Planning and Zoning Commission review/recommendation and Council decision.</td><td>070.060.020 Summary Table of Development Review Procedures

Table 060.1<table><tr><td>Procedure</td><td>…</td><td>Planning Comm.</td><td>City Council</td></tr><tr><td>…</td><td></td><td></td><td></td></tr><tr><td>Vacation of ROW</td><td>…</td><td><s>D</s> <u>R</u></td><td><s>A</s> <u>D</u></td></tr></table></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>18</td><td>070.060.040(a)(3)e.2 - Ordinance Amendments – Scheduling and Notice of Public Hearings</td><td>259</td><td>For city-initiated rezoning applications, affected property owners must be notified by certified mail. The noticing requirements for all other applications require noticing by first class mail.

Staff recommends allowing noticing via first class mail.</td><td>070.060.040 Ordinance Amendments
(a) Rezoning
…
(3) Rezoning Procedure
…
e. Scheduling and Notice of Public Hearings
…
2. For City-initiated rezonings, affected property owners shall be notified by <s>certified</s> <u>first class</u> mail of the intended zoning change…..</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>19</td><td>070.060.040(c)(3)c Code Amendment- Scheduling and Notice of Public Hearings</td><td>265</td><td>Meeting needs to be noticed in accordance with 070.060.030(f), but excluding the mailing requirement under 070.060.030(f)(3)a.3.

This section of the Code addresses staff-initiated Code Amendments, and meeting notification requirements. The Code excludes sending mailed notices to property owners within 300 feet of the subject property.</td><td>070.060.040 Ordinance Amendments
…
(c) Code Amendment
…
(3) Code Amendment Procedure
…
c. Scheduling and Notice of Public Hearings
The Code amendment application shall be scheduled for public hearings before the Planning Commission and City Council <u>in</u></td></tr>
</table>

			The noticing requirement needs to be clarified to also exclude posting the property and mailing notice to mineral estate owners.	**accordance with 070.060.030(f)**, and noticed in accordance with 070.060.030(f)**(3)a.1 and 2.** ~~, but excluding the mailing requirement under 070.060.030(f)(3)a.3.~~
20	070.060.060(e) Vacation of Right-of-Way	292	The existing right-of-way definition is: *Any strip or area of land, including surface, overhead, or underground, granted by deed, easement, dedication, prescription, or lease, for construction and maintenance according to designated use, such as for streets and highways, drainage ditches, irrigation canals, etc.* By this definition, utility easements would be considered rights-of-way. To vacate a utility easement, the city would have to conduct hearings before the Planning & Zoning Commission and City Council. Under the former code, utility vacations were handled by City Council and could occur outside of the planning application and review processes. Staff recommends amending the Vacation of Right-of-Way procedures to exclude utility easements.	070.060.060 Subdivision Procedures (e) Vacation of Right-of-Way … (2) Applicability **a.** The vacation of right-of-way procedure applies to any request to vacate rights, interest, or title of right-of-way within the city. Title to vacated roadways shall be in accordance with Colorado law. **b. For the purpose of the vacation of right-of-way procedures contained in paragraph (e), utility easements shall not be considered rights-of-way.**

Planning Commission Report

Date	December 18, 2018
To:	Planning and Zoning Commission
From:	Gretchen Ricehill, Asst. Director
Subject	#28-18 Code Text Amendments–Title 070 Glenwood Springs Municipal Code

REQUEST	Consideration of various code text amendments to Municipal Code Title 070 to correct errors and omissions in the Glenwood Springs Development Code, adopted August 2, 2018
APPLICANT	City of Glenwood Springs
OWNER	City of Glenwood Springs
LOCATION	City wide
ZONE	All

REQUIRED ACTION

Action 1:

Consideration of various code text amendments to Municipal Code Title 070 to correct errors and omissions in the Glenwood Springs Development Code, which was adopted August 2, 2018.

Staff recommends **approval** of recommended amendments.

REVIEW AUTHORITY

For actions involving amendments to the Municipal Code, the Planning & Zoning Commission is a recommending body to City Council. All Municipal Code amendments are completed by ordinance, which requires two hearings before City Council.

SUMMARY

In August 2018, the City adopted a new Land Use Development Code. In the process of applying the new code, staff has discovered several errors and omissions that require correction. Staff has also found that some of the new code provisions require clarification.

A spreadsheet detailing the requested code amendments is attached to and made a part of this report. The spreadsheet includes an explanation of the issue and the recommended correction. The referenced page numbers correspond to the approved-version of the Code which is included in the Commission's packet.

Note that except for a recommendation to add sign variance criteria, the requested amendments are simply to correct errors and omissions, and to make clarifications. They do not substantially change existing requirements or add new requirements.

ACTION ALTERNATIVES

The Planning and Zoning Commission may take one of the following actions:

1. Recommend approval of all or some of the amendments;
2. Recommend denial of some or all of the amendments; or,

3. Continue the hearing with a requirement that staff submit changes or provide additional information regarding some or all the amendments.

Staff Recommendation

Staff recommends **approval** of the amendments as listed on pages 3 through 14 of this report.

Title 070 Glenwood Springs Development Code
Adopted August 2, 2018
Corrections Post-Adoption
Text being deleted is ~~stricken~~; added text is **bold and underlined**

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<tr><td></td><td colspan="7">Residential Uses</td></tr>
<tr><td></td><td></td><td>RR</td><td>RL</td><td>RM1</td><td>RM2</td><td>RH</td><td>RT</td></tr>
<tr><td>Group Living</td><td>Convalescent or nursing home</td><td></td><td></td><td></td><td></td><td><u>S</u></td><td><u>S</u></td></tr>
</table></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>2</td><td>070.030.040(c) - Accessory Uses and Structures – General Standards for Accessory Uses
and
070.030.040(d)-Additional Standards for Specific Accessory Uses and Structures-Accessory Dwelling Units.</td><td>76
78</td><td>070.030.040- Accessory Uses and Structures contains general standards that are applicable to all accessory uses and specific standards for certain types of Accessory Structures.

Paragraph (c)5 states that accessory structures must observe setbacks that are 5 foot along the side yard, and 10 foot in the rear yard, 7.5 feet where there is no alley.

However, paragraph (d)(1)g, which addresses dimensional requirements specific to Accessory Dwelling Units states that ADUs must comply with the requirements of the applicable zone district, unless otherwise noted. The RR and RL residential and side and rear yard setbacks of 10 and 25 feet, respectively. The RM1 residential medium district has a rear yard setback of 15 feet.</td><td>070.030.040 Accessory Uses and Structures
…
(d) Additional Standards for Specific Accessory Uses and Structures
(1) Accessory Dwelling Units
…
g. Dimensional Standards
1. The accessory dwelling unit shall comply with the applicable zoning district requirements unless otherwise <u>noted in 070.030.040(c)(5)c.</u></td></tr>
</table>

			Staff recommends clarifying that ADUs are subject to the setback requirements in paragraph (c)5.	
3	070.040.040(c)(4)d-Development Standards - Common Open Space-Setbacks and Easements	132	Setbacks and easements generally shall not count towards satisfying the common open space requirement; however, the Director shall have the authority to waive this requirement upon finding that the setback or easement area is consistent0020with the intent….	070.040.040 Common Open Space … (c) Required Common Open Space Area … (4) Design Standards for Common Open Space ... d. Setbacks and Easements Setbacks and easements generally shall not count towards satisfying the common open space requirement; however, the Director shall have the authority to waive this requirement upon finding that the setback or easement area is ~~consistent0020with~~ **consistent with** the intent….
4	070.040.050(b)(2)b-Development Standards-Landscaping, Screening, and Fencing-Applicability	136	Mixed use or nonresidential uses on a property containing less than 5,000 square feet of lot area shall be exempt from this Section.	Mixed use or nonresidential uses on a ~~property containing less than~~ **lot that is** 5,000 square feet or less ~~of lot area~~ shall be exempt from this Section.
5	070.040.050(b) -Development Standards-Landscaping, Screening, and Fencing-Applicability	136	Single family and two-family residential uses are exempt from having to comply with the Landscaping, Screening and Fencing requirements. Staff believes that some of the requirements in the Landscaping, Screening, and Fencing section should be applicable to all developments, including single family and two-family uses. Specifically - 1. Minimum streetscape requirements – the requirement of providing a five-foot wide planting strip and one street tree per 75 feet of	070.040.050 Landscaping, Screening, and Fencing … (b) Applicability … (2) Exemptions a. Single -and two-family residential uses shall be exempt from this section **except 070.040.050(d): *Streetscape Requirements* and 070.040.050(f)(2): *Fence Standards*.**

<table>
<tr>
<td></td>
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<td></td>
<td>street frontage (one tree per 35 feet in the downtown core); and
2. Fencing standards: Fences located in a required front yard setback shall be no more than four feet in height; and Fences located in a required side or rear yard setback shall be no more than six feet in height.

Staff does not believe that it was ever intended to exempt single family and two-family residential uses from these two requirements. These provisions are consistent with the requirements of the previous development code.</td>
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<td></td>
</tr>
<tr>
<td>6</td>
<td>070.040.050(c) Landscaping, Screening, and Fencing – General Landscaping Standards</td>
<td>137</td>
<td>Table 040.5: Minimum Plant Material and Standards

<table><tr><th>Plant Material</th><th>Minimum Amount</th><th>Species and Size Standards</th></tr><tr><td>Trees</td><td>One tree per 400 square feet of lot area in addition to those required for parking areas</td><td>….</td></tr><tr><td>Shrubs</td><td>One shrub per 25 square feet of lot area in addition to those required for parking areas</td><td>….</td></tr><tr><td>Perennials</td><td>One perennial</td><td>….</td></tr></table></td>
<td>070.040.050 Landscaping, Screening, and Fencing
…
(c) General Landscaping Standards
…
(2) Type and Amount of Plant Material
…
Table 040.5: Minimum Plant Material and Standards

<table><tr><th>Plant Material</th><th>Minimum Amount</th><th>Species and Size Standards</th></tr><tr><td>Trees</td><td>One tree per 400 square feet of ~~lot area~~ <u>site area required to be landscaped</u> in addition to those required for parking areas</td><td>….</td></tr><tr><td>Shrubs</td><td>One shrub per 25</td><td>….</td></tr></table></td>
</tr>
</table>

			<table><tr><td></td><td>per 5 square feet of lot area</td><td></td></tr></table> The Code requires a certain percentage of landscaped area depending upon the zoning district classification. The minimum number of plants in Table 040.5 is calculated based on lot area and not on the site area required to be landscaped. Staff believes the intent was to base the plant calculation on the <u>required</u> landscaped area and not on the <u>total</u> lot area. The table below shows the planting requirements for a lot in the CO-commercial zone district. For comparison, the table shows plant numbers calculated on the entire lot (current code) versus plant numbers based on the percentage of site area required to be landscaped (proposed change). <table><tr><th>Minimum Amount</th><th>6,000 lot area</th><th>600 sf (10% of site area required to be landscaped)</th></tr><tr><td>1 tree / 400 sf</td><td>15</td><td>2</td></tr><tr><td>1 shrub/25 sf</td><td>240</td><td>24</td></tr><tr><td>1 perennial / 5 sf</td><td>1,200</td><td>120</td></tr></table>	<table><tr><td></td><td>square feet of ~~lot area~~ **site area required to be landscaped** in addition to those required for parking areas</td><td></td></tr><tr><td>Perennials</td><td>One perennial per 5 square feet of ~~lot area~~ **site area required to be landscaped**</td><td>….</td></tr></table>
7	070.040.050(f)(2)-Landscaping, Screening, and Fencing-Fence height	143	Fences located in a front yard shall be no more than four feet in height; Fences located in a side or rear yard shall be not more than six feet in height. Clarify that the yards refer to the required setbacks.	070.040.050 Landscaping, Screening, and Fencing … (f) Screening, Fences and Walls … (2) Fence Standards … 2. Fences located in a **required** front yard **setback** shall be no

				more than four feet in height. 3. Fences located in a **required** side or rear yard **setback** shall be ~~not~~ **no** more than six feet in height.
8	070.040.050 (f)(3)c3 – Landscaping, Screening, and Fencing – Materials and Color	145	When located adjacent to a public right-of-way or when visible from adjacent commercial or residential land uses, the use of railroad ties and *timer* is prohibited. Correct spelling to "timber"	070.040.050 Landscaping, Screening, and Fencing … (f) Screening, Fences, and Walls … (3) Retaining Wall Standards … c. Materials and Color … 3. When located adjacent to a public right-of-way or when visible from adjacent commercial or residential land uses, the use of railroad ties and ~~timer~~ **timber** is prohibited.
9	070.040.060(b)(3) Off-Street Parking and Loading - Fee In-Lieu of Off-Street Parking	148	City Council approved a parking fee in-lieu as a way to incentivize the redevelopment of certain properties that otherwise would be constrained by having to provide on-site parking. Staff recommends amending the Code to allow City Council the opportunity to review all parking fee in lieu requests.	070.040.060 Off-Street Parking and Loading … (b) Applicability … (3) Fee in Lieu of Off-Street Parking (a) Prior to the issuance of the building permit …..the developer of a property may submit an application to the Director for payment of fee in-lieu of off-street parking requirements. **The submitted application shall be presented by the Director to City Council for a determination as to whether sufficient public parking to serve the proposed structure or use exists, or can be made available to serve the structure or use. This determination shall be at the sole discretion of the City Council, who may approve or disapprove the application.**
10	070.040.060(c)(1)-Calculation of Off-Street Parking and Loading	149	The Code requires that parking requirements be based on ***gross*** floor area.	070.040.060 Off-Street Parking and Loading …

<table>
<tr><td></td><td>Requirements</td><td></td><td>Gross floor area is defined as the total square footage of all finished and unfinished enclosed in a building.

The previous Code calculated parking on the basis of the floor area which is, the total habitable area of all floors. This definition excludes bathrooms, garages, storage areas, utility spaces, etc.

During the Code re-drafting process we discussed the impact of changing how parking calculations are made. By using a gross floor area definition we would increase the parking requirement for many businesses. Staff recommends going back to the old method of calculating parking – by floor area.</td><td>(c) Calculation of Off-Street Parking and Loading Requirements
(1) Area Measurements
a. All parking and loading requirements that are based on square footage shall be calculated on the basis of ~~gross~~ <u>the</u> floor area of the subject use.</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>11</td><td>070.040.100(f)(9) Exterior Lighting-Lighting of Outdoor Recreation and Entertainment Facilities</td><td>204</td><td>Exterior lighting of recreation or entertainment event [facilities] shall be turned off….

Add the word “facilities”</td><td>070.040.100 Exterior Lighting
…
(f) General Lighting Requirements for All Lighting Districts
…
(9) Lighting of Outdoor Recreation and Entertainment Facilities
a. Hours of Operation
Exterior lighting of recreation or entertainment event <u>facilities</u> shall be turned off….</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>12</td><td>070.040.110(i) Development Standards – Signs
Table 040.13-Summary of Permanent Sign Standards</td><td>222</td><td>The sign code includes Table 040.13 which summarizes sign requirements. Properties in the downtown core have additional standards for wall and portable signs. These standards are not included in the summary Table. Instead, the Table simply references the additional standards, but only for wall signs.

Staff proposes adding a reference for portable signs.</td><td>070.040.110
…
(i)
…
Table 040.13: Summary of Permanent Sign Standards
<table><tr><td>Sign Type</td><td>Number of Signs, Maximum</td><td>Sign Location</td></tr><tr><td>Portable</td><td>One per tenant</td><td>……</td></tr></table></td></tr>
</table>

<table>
<tr><td></td><td></td><td></td><td></td><td>
<table>
<tr><td></td><td>with street frontage.

<u>See additional standards for properties in Downtown Core 070.040.110(j)(3).</u></td><td><u>See additional standards for properties in Downtown Core 070.040.110(j)(3).</u></td></tr>
</table>
</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>13</td><td>070.060.020 Administration and Procedures-Table 060.1 Summary Table of Development Review Procedures</td><td>246</td><td>The former code required special review by both Planning and Zoning Commission and City Council for all marijuana related uses. This requirement for Council review was inadvertently dropped from the procedures in the new code.</td><td>070.060.020 Summary Table of Development Review Procedures Table 060.1

<table>
<tr><td>Procedure</td><td>…</td><td>Planning Comm.</td><td>City Council</td></tr>
<tr><td>…</td><td></td><td></td><td></td></tr>
<tr><td>Special Use Permit</td><td>…</td><td>D <u>(4)</u></td><td>A <u>(4)</u></td></tr>
</table>
…
Notes:
…
<u>[4] Special Use Permits involving Medical Marijuana Business, Retail Marijuana Establishment, and Marijuana Cultivation uses require hearings before the Planning and Zoning Commission and City Council. The Planning and Zoning Commission has review and recommending authority and City Council has review and decision making authority.</u></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>14</td><td>070.060.030(c)(3) Administration and Procedures – Common Review Procedures – Pre-application Neighborhood Meeting-Notification</td><td>248</td><td>Clarify distance requirements for noticing neighborhood meetings.</td><td>070.060.030 Common Review Procedures
...
(c) Pre-application Neighborhood Meeting
…
(3) Notification</td></tr>
</table>

<table>
<tr><td></td><td></td><td></td><td></td><td>Notification of the required pre-application neighborhood meeting shall be sent by mail or electronically to ….. property owners within 300 feet of <u>the exterior boundaries of</u> the project site…..</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>15</td><td>Section 070.060.050(a)(4)b – Application Submittal and handling</td><td>271</td><td>Paragraph references/links to Section 070.060.030(d)(2) Code reference should not include “(2)”</td><td>070.060.050 Development Permits
(a) Site/Architectural Plan Review
(4) Minor Site/Architectural Plan Review Procedures
b. Application Submittal and Handling
The minor site/architectural plan application shall be submitted, accepted, and revised, and may be withdrawn, in accordance with 070.060.030(d)~~(2)~~…..</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>16</td><td>Section 070.060.050(a)(5)c Development Permits-Major Site/Architectural Plan Review Procedure
and
070.060.050(c)(2)b Construction Plans-Concurrent Review</td><td>273 and 277</td><td>Section 070.060.050(a)(5)c allows for the concurrent review of construction plans and major site/architectural plans. However, section 070.060.050(c)(2)b allows construction plans to be reviewed concurrently only with administrative or minor site/architectural plans.
Staff recommends changing the code to allow for the concurrent review of construction plans and any site/architectural plan (administrative, minor and major).</td><td>070.060.050 Development Permits
…
(c) Construction Plans
…
(2) Applicability
…
b. Concurrent Review
An application for construction plans approval may be submitted concurrently with an application for ~~an administrative or minor~~ <u>any</u> site/architectural plan approval.</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>17</td><td>070.060.020 -Summary of Development Review Procedures Table 060.1</td><td>246</td><td>Table 060.1 indicates that an application to vacate a public right of way is Planning and Zoning Commission decision. Council would hear the application only in the event of an appeal. However, the text in section 070.060.060(e) (page 292), which details the application and review procedures, indicates that the Planning and Zoning Commission only has recommending authority and the final decision is made by City Council.

Staff recommends correcting Table 060.1 to reflect a Planning and Zoning Commission</td><td>070.060.020 Summary Table of Development Review Procedures

Table 060.1
<table>
<tr><td>Procedure</td><td>…</td><td>Planning Comm.</td><td>City Council</td></tr>
<tr><td>…</td><td></td><td></td><td></td></tr>
<tr><td>Vacation of ROW</td><td>…</td><td>~~D~~ <u>R</u></td><td>~~A~~ <u>D</u></td></tr>
</table>
</td></tr>
</table>

			review/recommendation and Council decision.	
18	070.060.040(a)(3)e.2 - Ordinance Amendments – Scheduling and Notice of Public Hearings	259	For city-initiated rezoning applications, affected property owners must be notified by certified mail. The noticing requirements for all other applications require noticing by first class mail. Staff recommends allowing noticing via first class mail.	070.060.040 Ordinance Amendments (a) Rezoning … (3) Rezoning Procedure … e. Scheduling and Notice of Public Hearings … 2. For City-initiated rezonings, affected property owners shall be notified by ~~certified~~ **first class** mail of the intended zoning change…..
19	070.060.040(c)(3)c Code Amendment- Scheduling and Notice of Public Hearings	265	Meeting needs to be noticed in accordance with 070.060.030(f), but excluding the mailing requirement under 070.060.030(f)(3)a.3. This section of the Code addresses staff-initiated Code Amendments, and meeting notification requirements. The Code excludes sending mailed notices to property owners within 300 feet of the subject property. The noticing requirement needs to be clarified to also exclude posting the property and mailing notice to mineral estate owners.	070.060.040 Ordinance Amendments … (c) Code Amendment … (3) Code Amendment Procedure … c. Scheduling and Notice of Public Hearings The Code amendment application shall be scheduled for public hearings before the Planning Commission and City Council **in accordance with 070.060.030(f)**, and noticed in accordance with 070.060.030(f)**(3)a.1 and 2.** ~~, but excluding the mailing requirement under 070.060.030(f)(3)a.3.~~
20	070.060.060(e) Vacation of Right-of-Way	292	The existing right-of-way definition is: *Any strip or area of land, including surface, overhead, or underground, granted by deed, easement, dedication, prescription, or lease, for construction and maintenance according to designated use, such as for streets and highways, drainage ditches, irrigation canals, etc.*	070.060.060 Subdivision Procedures (e) Vacation of Right-of-Way … (2) Applicability **a.** The vacation of right-of-way procedure applies to any request to vacate rights, interest, or title of right-of-way within the city. Title

			By this definition, utility easements would be considered rights-of-way. To vacate a utility easement, the city would have to conduct hearings before the Planning & Zoning Commission and City Council. Under the former code, utility vacations were handled by City Council and could occur outside of the planning application and review processes. Staff recommends amending the Vacation of Right-of-Way procedures to exclude utility easements.	to vacated roadways shall be in accordance with Colorado law. **b. For the purpose of the vacation of right-of-way procedures contained in paragraph (e), utility easements shall not be considered rights-of-way.**
21	070.060.070 Flexibility and Relief Procedures- Variance	296	The new Code has one set of criteria by which the Planning and Zoning Commission assesses all variance requests. Staff has found that these criteria do not adequately address variance requests from sign code requirements. Staff recommends adopting separate criteria to address sign variances. The suggested criteria are based on the previous code (criteria listed below) and those used by many other communities in Colorado. --- Former Code: The Planning and Zoning Commission may grant variances to requirements of this article consistent with the following guidelines: 1. It is the responsibility of the Planning and Zoning Commission to approve signs which are informative, creative and aesthetically acceptable and which contribute to the common welfare and needs of local residents, businesses and visitors alike. 2. Signs should be limited to the fewest number	070.060.070 Flexibility and Relief Procedures (a) Variance … (3) Variance Approval Criteria, Signs … e. Planning Commission Review and Decision --- **3. In reviewing a variance application for deviation from 070.040.110, *Signs*, the Planning Commission shall find that all of the following exist:** **i. Strict application of the sign regulations would result in peculiar, exceptional and undue hardship on the property owner.** **ii. The proposed sign variance would impair the intent and purposes of the Code.** **iii. The proposed sign variance would not create a safety hazard.** **iv. The proposed sign variance will not negatively affect the visual character of the surrounding area or result in**

			reasonably necessary to accomplish the purposes for which they are intended. 3. Signs should be sized with consideration of the purpose of the sign, the distance from which it must be viewed, the size of other signs in the vicinity, the amount of total sign area related to the same use and the speed of passing vehicles. Consideration should also be given to the size of the building upon which the sign is placed and the size of the building site as it relates to the proportion of the sign. 4. Excessively tall signs should be avoided to prevent visual obstruction of the natural scenery surrounding the City. Factors to be considered include: the topography of the site, location of the sign on the site, views of the site from surrounding residential areas and the sign's relationship to pedestrian and vehicular circulation from which the sign is viewed. 5. The Planning and Zoning Commission should consider unique and geographic characteristics of the property and of the district in which the property lies. 6. Signs should not substantially obscure any part of another sign relating to another use. 7. Artificial illumination should be no brighter than necessary to accomplish the purpose for which the sign is intended. It should be a goal to avoid illumination which penetrates residential areas or may hinder the vision of drivers of motor vehicles passing by. 8. Variance should not be granted which would allow any business use an unfair advertising advantage over any other business use.	**significant adverse impacts to adjacent residential neighborhoods.** **v. The proposed sign is sized with consideration of the distance from which it must be viewed, the size of other signs in the vicinity, the amount of total sign area related to the same use and the speed of passing vehicles.** **vi. The proposed sign is in proportion to the building upon which the sign is placed or the size of the building site.** **vii. The colors, materials and architectural style of the proposed sign is compatible with the principal building and the site.** **viii. The proposed sign variance is the least deviation from the Code necessary to achieve relief from the hardship that is alleged to exist.**

Minutes
City of Glenwood Springs
Planning and Zoning Commission
Regular Meeting
December 18, 2018
Council Chambers, First Floor, City Hall
101 W. 8th Street
6:00PM

Chair Marco Dehm called the meeting to order at 6:00 PM.

The Commission unanimously approved seating Alternate, Amber Wissing.

1. Roll Call Meeting called to order at 6:00 PM

Present at roll call were Commissioners:	Marco Dehm, George Shaver, Kathryn Grosscup, and Sumner Schachter
Absent:	Tim Malloy and Ingrid Wussow
Also present were:	Jenn Ooton, Director/Asst. City Manager; Gretchen Ricehill, Assistant Director Anna S. Itenberg, City Attorney's Office

2. Receipt of minutes of the November 27, 2018 regular meeting.
MOTION: Moved by Commissioner Shaver, seconded by Commissioner Grosscup, to accept the minutes of November 27, 2018 regular meeting as written. Motion carried by voice vote. Commissioners Schachter and Wissing abstained from voting as they were not present at the October meeting.

3. Comments from citizens appearing for items not on the agenda. No one appeared.

New Items

4. Not Copied

5. Not Copied

6. **26-18 – Consideration of various amendments to Municipal Code Title 070 to correct errors and omissions in the Glenwood Springs Development Code that was adopted August 2, 2018.**

Applicant: City of Glenwood Springs
Location: City wide
Zone: Various

Staff Report

DRAFT

Gretchen Ricehill provided the Commission with a summary of the proposed Code amendments in accordance with the staff report. Ms. Ricehill highlighted the following proposed corrections. The Commission asked questions and provided input during the summary.

- The table of allowed land uses inadvertently omitted convalescent or nursing homes as a special review use in the RH and RT zone districts. It was never intended to omit these uses. Ms. Ricehill indicated that omission was discovered when staff prepared a zoning verification letter for a nursing home facility.
- The accessory uses and structures section contains some confusing language regarding setbacks for accessory dwelling units. The issue is whether ADUs should observe the setback of the zone district or the setback for accessory structures. This is an issue in the RR, RL and especially the RM1 (formerly R 1/6 and R1/7.5 zone districts. The Commission asked staff to clarify that this is a lesser setback than required for the primary dwelling. Reason for setbacks is having a setback from the neighbors, and fire code. Staff clarified the location of the RR, RL and RM1 zone districts. The Commission discussed the intent of increasing density, especially in the RM1. Commissioners were less certain about reducing the ADU setback in the RR and RL districts.
- As currently written, the new Code exempts single family and duplexes from complying with all Landscaping, Screening and Fencing requirements. The former code established height limits for fences and required a 5-foot wide planting strip and one street tree per each 75 feet of lot frontage. It was not the intent to exempt single family homes and duplexes from these standards.
- Table 040.5 establishes minimum number of plants. As written, the chart requires a minimum number of plants per lot area. This results in an excessive amount of plants. Staff believes the intent was to require a certain number of plants based on the required landscaped area, not on the entire lot area.
- The former code established maximum fence height within required setbacks. The new code sets a maximum height for fences in front, side and rear yards. Staff recommends that the code clarify that yards refer to required setbacks. Commissioner Schachter discussed possible safety issues with fences that are 6 feet tall outside of the required setback.
- The new code includes a parking fee-in-lieu as a way to incentivize redevelopment. The proposed language clarifies that parking fee-in-lieu requests are reviewed and approved by City Council. Jenn Ooton added that staff had always intended that the fee in lieu be decided by Council. Commissioner Shaver asked about the process of reviewing fees in lieu. Jenn Ooton indicated that fee in lieu requests are far more likely to occur with smaller developments where, due to lot size, it is not possible to provide parking. It would affect certain changes in use that increase the intensity of the use on the lot which triggers a higher parking requirement. She provided an example of an office converting to a restaurant.
- The new code calculates parking based on gross floor area. The former code calculated parking based on floor area which removes non-habitable areas which includes hallways, utility areas, storage areas, and restrooms. Calculating parking by gross floor area has resulted in an increase in the number of spaces required.
- Table 060.1 inadvertently omitted City Council from the process of reviewing special use permits involving marijuana related uses.
- Based on the new code's definition of right-of-way, the Planning and Zoning Commission and City Council review utility easement vacation requests. In the past utility easement vacations were only decided upon by City Council. This proposed change eliminates the need for Planning & Zoning Commission review in the case of utility easement vacations.

DRAFT

- There are no longer specific criteria relating to sign variance requests. The new code uses the same criteria for all variance requests and it is difficult for sign variances to meet the hardship criteria. The Commission requested that this item be set aside for further study and consideration. The Commission requested a copy of the current code variance criteria, former code sign variance criteria, and examples of what other communities do with regard to sign variance requests.

Chairman Dehm opened the meeting to public comment. Hearing none, Chairman Dehm closed the public hearing.

MOTION: Commissioner Schachter moved to approve the various text amendments to Municipal Code Title 070 to correct errors and omissions with the exception of item 21, page 296, as included in the staff report, which is tabled for further consideration. Commissioner Shaver seconded the motion.

Motion carried unanimously.

7. Commissioner Comments

8. Director Comments

9. Adjournment. 8:20 PM.

DRAFT

ORDINANCE NO. 3

Series of 2019

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING OTHER SECTIONS OF THE MUNICIPAL CODE THAT REFERENCE TITLE 070.

WHEREAS, the City of Glenwood Springs ("Glenwood Springs" or the "City") is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Glenwood Springs Home Rule Charter; and

WHEREAS, on August 2, 2018, City Council approved a revised development code as set forth in Title 070 of the Municipal Code; and

WHEREAS, in the process of applying the revised development code, City staff discovered errors and omissions that require correction and provisions that warrant clarification as set forth in **Exhibit A** attached hereto; and

WHEREAS, the Planning and Zoning Commission recommends approval of the corrections and clarifications to the development code as set forth on **Exhibit A**; and

WHEREAS, the City Council finds that the amendments set forth on **Exhibit A** are necessary to correct and clarify the development code.

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

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Title 070 of the Glenwood Springs Municipal Code is hereby amended as set forth in **Exhibit A** attached hereto.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED BY TITLE ONLY THIS 17TH DAY OF JANUARY 2019.

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 31st DAY OF JANUARY 2019.

CITY OF GLENWOOD SPRINGS, COLORADO

_____
Michael Gamba, Mayor

ATTEST:

_____
Catherine Mythen Fletcher, City Clerk

Exhibit A

New language is double underlined.
~~Strike-through language is deleted~~

****

ARTICLE 070.030 - USE REGULATIONS

****

070.030.020 - Table of Allowed Uses.

****

(e) *Table of Allowed Uses.*

Table 030.1: Table of Allowed Uses																		
P = permitted by right S = special use permit required Blank = use prohibited																		
	Districts →																	
Use Category	Use Type	RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP	Use-Specific Standards	Required Minimum Parking
Group Living	Convalescent or nursing home					S	S	P	P		P	P			P			1 per 3 beds

070.030.040 - Accessory Uses and Structures.

****

(d) *Additional Standards for Specific Accessory Uses and Structures.*

(1) *Accessory Dwelling Units.*

****

g. *Dimensional Standards.*

1. The accessory dwelling unit shall comply with the applicable zoning district requirements unless otherwise noted in 070.030.040(c)(5)c.

****

ARTICLE 070.040 - DEVELOPMENT STANDARDS

070.040.040 - Common Open Space.

(c) *Required Common Open Space Area.*

(4) *Design Standards for Common Open Space.* Areas used as a required common open space shall meet the following design standards:

d. *Setbacks and Easements.* Setbacks and easements generally shall not count toward satisfying the common open space requirement; however, the Director shall have the authority to waive this requirement upon finding that the setback or easement area is ~~consistent0020with~~ consistent with the intent and design requirements of this Section and has sufficient solar access and landscaping to be amenable to recreation.

****

070.040.050 - Landscaping, Screening, and Fencing.

****

(b) *Applicability.*

****

(2) *Exemptions.*

a. Single- and two-family residential uses except 070.040.050(d): *Streetscape Requirements* and 070.040.050(f)(2): *Fence Standards.*

****

(c) *General Landscaping Standards.*

****

(2) *Type and Amount of Plant Material.*

Table 040.5: Minimum Plant Material and Standards		
Plant Material	Minimum Amount	Species and Size Standards
Trees	One tree per 400 square feet of ~~lot area~~ site area required to be landscaped in addition to those required for parking areas	**Deciduous:** minimum caliper 2.5 inches (understory ornamental trees may be two-inch caliper)
		Evergreen: (a) minimum height of six feet; (b) shall not exceed 50 percent of total required trees; (c) if provided, 10 percent of evergreen trees shall have a minimum height of 10 feet.
		Shrub substitution: Up to 50 percent of required trees may be substituted with shrubs (above required amount) at a rate of 10 shrubs = one tree. All such shrubs shall comply with the standards in this table.
Shrubs	One shrub per 25 square feet of ~~lot area~~ site area required to be landscaped in addition to those required for parking areas	(a) at least 20 percent of required shrubs shall be an evergreen species; (b) shall be a minimum of five gallons in size and shall grow to a minimum height of one foot at maturity; (c) if used for screening requirements in Subsection 070.040.050(f), shall grow to a minimum height of four feet at maturity.
Perennials	One perennial per 5 square feet of ~~lot area~~ site area required to be landscaped	(a) shall be a minimum of one gallon in size; (b) shrubs (above required amount) may be substituted for perennials at a rate of one shrub = 5 perennials.

****

(f) *Screening, Fences, and Walls.*

(2) *Fence Standards.*

a. *Location and Design.*

****

2. Fences located in a required front yard setback shall be no more than four (4) feet in height.

3. Fences located in a required side or rear yard setback shall be ~~not~~ no more than six (6) feet in height.

****

(3) *Retaining Wall Standards.*

****

c. *Materials and Color.*

****

3. When located adjacent to a public right-of-way or when visible from adjacent commercial or residential land uses, the use of railroad ties and ~~timer~~ timber is prohibited.

****

070.040.060 - Off-Street Parking and Loading.

****

(b) *Applicability.*

****

(3) *Fee in Lieu of Off-Street Parking.*

a. Prior to the issuance of the building permit or a change in use of the property, the developer of a property may submit an application to the Director for payment of fee in lieu of off-street parking requirements. The submitted application shall be presented by the Director to City Council for a determination as to whether sufficient public parking to serve the proposed structure or use exists, or can be made available to serve the structure or use. This determination shall be at the sole discretion of the City Council, who may approve or disapprove the application.

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070.040.100 - Exterior Lighting.

****

(f) *General Lighting Requirements for All Lighting Districts.*

****

(9) *Lighting of Outdoor Recreation and Entertainment Facilities.*

a. *Hours of Operation.* Exterior lighting of recreation or entertainment event facilities shall be turned off no later than one (1) hour after the end of the event.

****

070.040.110 - Signs.

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(i) *Summary of Permanent Sign Standards.*

Table 040.13: Summary of Permanent Sign Standards					
Sign	Where	Number of Signs,	Sign Area,	Sign Height,	Sign Location

Type	Allowed	Maximum	Maximum	Maximum	
****					
Portable	All sign districts	One per tenant with street frontage See additional standards for properties in Downtown Core 070.040.110(j)(3).	Eight square feet	Four feet	Shall maintain five feet sidewalk clearance; shall be located directly in front of tenant space and not off-premises; shall be separated from other portable signs by 15 feet. Signs shall not be affixed to street lights, traffic poles, sign posts, or other site or landscape features. See additional standards for properties in Downtown Core 070.040.110(j)(3).
****					

ARTICLE 070.060 - ADMINISTRATION AND PROCEDURES

****

070.060.020 - Summary Table of Development Review Procedures.

****

Table 060.1: Summary of Development Review Procedures										
KEY: R= Review and Recommendation D= Review and Decision A= Appeal ✓ = required										
Procedure	Code Reference	Notice			Pre-App. Neigh. Meeting	Pre-Application Conference	Review and Decision-Making Bodies			
		Published	Written	Posted			Staff	DRC	Planning Comm.	City Council
Special Use Permit	070.060.050(e)	✓	✓	✓		✓	R	R	D (4)	A (4)
****										
Vacation of ROW	070.060.060(e)	✓	✓	✓		✓	R	R	~~D~~ R	~~A~~ D
****										
Notes: [1] Administrative Site/Architectural Review involving five or more units is required to follow public noticing procedures in Subsection 070.060.030(f)(3). [2] Director has discretion to refer the application to the DRC. [3] Director has approval authority for non-permanent right-of-way encroachments. All others require Council approval. [4] Special Use Permits involving Medical Marijuana Business, Retail Marijuana Establishment, and Marijuana Cultivation uses require hearings before the Planning and Zoning Commission and City Council. The Planning and Zoning Commission has review and recommending authority and City Council has review and decision making authority										
****										

070.060.030 - Common Review Procedures.

****

(c) *Pre-Application Neighborhood Meeting.*

****

(3) *Notification.* Notification of the required pre-application neighborhood meeting shall be sent by mail or electronically to those registered neighborhood groups that have boundaries including the proposed project site, and to property owners within three hundred (300) feet of the exterior boundaries of project site, at least fifteen (15) days prior to the meeting date.

****

070.060.040 - Ordinance Amendments.

(a) *Rezoning.*

****

(3) *Rezoning Procedure.*

****

e. *Scheduling and Notice of Public Hearings.*

****

2. For City-initiated rezonings, affected property owners shall be notified by ~~certified~~ first class mail of the intended zoning change and public hearing(s) at least fifteen (15) days prior to the public hearing date.

****

(c) *Code Amendment.*

****

(3) *Code Amendment Procedure.*

****

c. *Scheduling and Notice of Public Hearings.* The Code amendment application shall be scheduled for public hearings before the Planning Commission and City Council in accordance with 070.060.030(f), and noticed in accordance with Subsection 070.060.030(f)(3)a.1 and 2. ~~but excluding the mailing requirement under Subsection 070.060.030(f)(3)a.3.~~

****

070.060.050 - Development Permits.

(a) *Site/Architectural Plan Review.*

****

(2) Applicability

****

d. *Concurrent Review.*

****

2. *Construction Plans.*

****

~~iii. Concurrent review of construction plans is not allowed for major site/architectural plans.~~

****

(c) *Construction Plans.*

(2) *Applicability.*

b. *Concurrent Review.* An application for construction plans approval may be submitted concurrently with an application for an ~~administrative or minor~~ any site/architectural plan approval.

****

(4) *Minor Site/Architectural Plan Review Procedure.*

****

b. *Application Submittal and Handling.* The minor site/architectural plan application shall be submitted, accepted, and revised, and may be withdrawn, in accordance with Subsection 070.060.030(d)~~(2)~~. Construction plan applications submitted concurrently with minor site/architectural plans shall include the required materials per the City of Glenwood Springs Engineering Standards.

****

070.060.060 - Subdivision Procedures.

****

(e) *Vacation of Right-of-Way.*

****

(2) *Applicability.*

a. The vacation of right-of-way procedure applies to any request to vacate rights, interest, or title of right-of-way within the City. Title to vacated roadways shall be in accordance with Colorado law.

b. For the purpose of the vacation of right-of-way procedures contained in paragraph (e), utility easements shall not be considered rights-of-way.

DRAFT

City of Glenwood Springs Residential Parking Permits

1. Residents residing in the following areas may apply for a residential permit:
    a. Pitkin Avenue – 800 and 900 blocks
    b. Colorado Avenue – 700, 800 and 900 blocks
    c. Grand Avenue – 700, 800 and 900 blocks
    d. Cooper Avenue – 700, 800 and North half of 900 block (900 – 916)
    e. Blake Avenue – 700 block
    f. 7th Street – 200, 300 and 400 blocks
    g. 8th Street – 100, 200, 300 and 400 blocks
    h. 9th Street – 100, 200, 300 and 400 blocks
    i. 10th Street – 200 block
2. A maximum of 2 permits will be issued per residential unit.
3. Residents will be required to apply for permits in person at the Police Department, show proof of residency, registration of vehicle, and pay $50 administrative fee per permit issued.
4. Permits will be issued for a maximum of 1 year, with renewals processed by the original application standards within 30 days of expiration. Expiring permits must be returned to the Police Department upon renewal.
5. Permits will only be valid upon the vehicle matching the registration listed upon issuance.
6. Permits will only apply to exemption from the 2 Hour limits for parking in the downtown zone, and will NOT exempt parking in short-term loading zones, no parking zones or handicap spaces.
7. Parking on public streets is limited to 72 hours under State Law and City Ordinances, and permit holders must still comply with this requirement.
8. Parking permits must be hung from the rearview mirror or otherwise prominently displayed for inspection of all permit information by Parking Enforcement personnel.
9. Residential Parking Permits are not transferrable. Abuse or “loaning” of permits will result in revocation of all permits issued to a resident.
10. Residential Parking Permits shall not be valid in the 700 block of Cooper Avenue or the City/ County parking lot in the 700 block of Colorado Avenue on the East side of Colorado Avenue. Vehicles with permits that park in those locations shall be treated as vehicles without permits for purposes of enforcement.
11. Other City parking lots or structures that are signed for 24 hour parking will be allotted for 72 hour parking by permitted vehicles.

Tracking of permits will be the responsibility of the Police Department and a database of issued permits with permit numbers, permit holders address and contact information, and permitted vehicle information will be contained. Changes in information, such as a new vehicle, license plate or applicant phone number, must be reported to the Police Department to maintain accurate information.

To apply for a residential permit, update permit information, or ask questions about the program, contact the Police Department at (970) 384-6500, or at 101 W. 8th Street, Glenwood Springs.

Draft

Downtown Contractor Parking Permit Program

City of Glenwood Springs

The City recognizes the difficulty and the need for contractor and maintenance related parking in the Downtown Zone to maintain our business and residential properties. For this purpose, the City shall allow limited exemptions to the 2 Hour limit parking areas from Pitkin Avenue to Cooper Avenue, from 7th Street to 9th Street, under the following guidelines:

1. Permits will be issued by the Glenwood Springs Police Department, and will only be issued to a partner or manager of the contractor/company requesting the permit.
2. A maximum of 2 permits per job site will be issued.
3. Permits will be issued for a maximum of 30 days, with one renewal of 30 days considered should the project be ongoing. Projects of such length may require permit applicants to provide a copy of a City issued building permit for parking permit application.
4. Permits will only allow for a maximum of 24 hour parking in Two Hour limit spots.
5. Permits will NOT allow for extended parking in short-term loading zones or handicap spaces.
6. Vehicles that need to exceed 24 hours parking, or equipment other than normal motor vehicles, will require a Temporary Street Obstruction Permit issued through the City Engineering Office.
7. The purpose of the permit is to allow access for maintenance/construction functions to needed and repeatedly used equipment and materials. Vehicles that are noted by City personnel as not meeting that need/criteria may have their permits revoked.
8. Intermittent, periodic needs such as plumbing, HVAC maintenance, glass replacement, etc. may need short-term access to their vehicles for short jobs. Contractors performing such work shall request assistance with their parking request at the Police Department.
9. Permits must be clearly visible and displayed in such a manner and location at the front of the driver's position as to make all information on the permit visible for inspection by Parking Enforcement.

To apply for Contractor Parking Permits or to request information, contact the Glenwood Springs Police Department at (970) 384-6500, or in person at 101 W. 8th Street, Glenwood Springs, Monday – Friday, 8:00 AM to 5:00 PM.