AGENDA
CITY OF GLENWOOD SPRINGS
SPECIAL CITY COUNCIL MEETING
MAY 14, 2020
101 W. 8TH STREET
6:15 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	ZOOM INSTRUCTIONS	ACTION
	1.	You are invited to a Zoom webinar. When: May 14, 2020 06:15 PM Mountain Time (US and Canada) Topic: 2020/05/14 Special Council Meeting Please click the link below to join the webinar: https://us02web.zoom.us/j/87331250428 Or iPhone one-tap : US: +16699006833,,87331250428# or +12532158782,,87331250428# Or Telephone: Dial(for higher quality, dial a number based on your current location): US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 Webinar ID: 873 3125 0428 International numbers available: https://us02web.zoom.us/u/kcMZ8kHDRs	

TIME	ITEM	SPECIAL CITY COUNCIL MEETING	ACTION
6:15pm	2.	Roll Call	
	3.	Pledge of Allegiance	
		ACTIONS AND/OR PRESENTATIONS	
6:20pm	4.	Blue Star Recycling	Information/Discussion
6:30pm	5.	Continued from May 7, 2020 Resolution 2020-9; A Resolution of the City of Glenwood Springs, Colorado Amending Resolution 2018-61 and Approving the Amended West Glenwood Springs Urban Renewal Plan	Discussion and/or Action
6:35pm	6.	Continued from May 7, 2020 Resolution 2020-10; A Resolution of the City Council of the City of Glenwood Springs, Colorado, Amending Resolution 2018-60, relating to the creation of the Glenwood Springs Urban Renewal Authority	Discussion and/or Action
6:40pm	7.	IGA between the City of Glenwood Springs and RFTA for the Purchase of Property and the Performance of Transportation Projects	Discussion and/or Action
6:50pm	8.	Ordinance No. 12, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending Section 040.010.010 s of the Glenwood Springs Municipal Code related to Sales Tax Collection from Online Retailers (FIRST READING)	

7:00pm	9.	Resolution 2020-21; A Resolution of the City Council of the City of Glenwood Springs, Colorado Authorizing the exercise of Eminent Domain Powers to Acquire Property Interests Necessary to Facilitate the Reconstruction of South Midland Avenue	Discussion and/or Action
7:10pm	10.	G4 Grant Review Committee	
7:20pm	11.	COVID- 19 Updates	
7:30pm	12.	**EXECUTIVE SESSION** 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 27th Street	
8:000pm	13.	Adjournment	

City Council

STAFF REPORT

City of Glenwood Springs

May 14, 2020

Agenda Item:	Blue Star Recycling
Action Requested:	Discussion on Electronic Recycling Operations
Department:	Public Works
Presented By:	Matthew Langhorst, Public Works Director
Background Info:	The City of Glenwood Springs operates an electronic recycling program at the landfill. This program takes in approximately 67,000 lbs of recycled electronics each year. 66% of this materials is monitors/TVs, the remaining amount falls into the other electronics category. Currently the electronics program is being serviced by IT Refresh out of Fort Collins, Colorado. Approximately once a month IT Refresh sends up a truck that loads out the material and brings it back to Fort Collins for processing. They are a certified electronics company and they have been good to work with since 2016. The electronics recycling program cost the City approximately $24,000 dollars to run in 2019, but brought in a revenue of $42,000 dollars. This program helps offset some of the other recycling costs that the landfill/City incur by operating the main recycling center at the landfill. Blue Star Recycling has approached the City with a proposal to take over the electronics recycling hauling and processing for the materials that we collect at the landfill. Staff has looked at the proposal and based on the 2019 collection weights, Blue Star would cost the landfill approximately $33,000 dollars a year versus the current $24,000 a year based on IT Refresh rates. Blue Star potentially have secondary social benefit to the valley which Councilor Kaup will discuss with the Council.
Issues:	Discussion on IT Refresh versus BlueStar Recyclers
Staff Recommendation:	None at this time.

City Council
STAFF REPORT
City of Glenwood Springs
May 14, 2020

Agenda Item:	Continued from May 7, 2020 Resolution 2020-9; A Resolution of the City of Glenwood Springs, Colorado Amending Resolution 2018-61 and Approving the Amended West Glenwood Springs Urban Renewal Plan
Action Requested:	Approve Resolution 2020-9 following receipt of a lease agreement between Ross Stores and Centerpointe Development, LLC
Department:	Attorney
Presented By:	
Background Info:	Resolution 2018-61 approved the Glenwood Springs Urban Renewal Plan. The Settlement Agreement between the City, the GURA, Ross Stores, Inc. and Centerpointe Development, LLC provides that upon receipt of a lease agreement between Ross and Centerpointe, the City will amend Resolution 2018-61 to eliminate GURA's authority to exercise eminent domain in the urban renewal area. Resolution 2020-9 amends Resolution 2018-61 and approves an Amended Urban Renewal Plan as required by the settlement agreement
Issues:	
Staff Recommendation:	

RESOLUTION 2020-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO AMENDING RESOLUTION 2018-61 AND APPROVING THE AMENDED WEST GLENWOOD SPRINGS URBAN RENEWAL PLAN

WHEREAS, the City Council of Glenwood Springs previously passed Resolution 2018-61 in which it approved the West Glenwood Springs Urban Renewal Plan (the "Plan"); and

WHEREAS, the City Council of the City of Glenwood Springs desires to approve an Amended West Glenwood Springs Urban Renewal Plan, which is attached to and made a part hereof as Exhibit A (the "Amended Plan"); and

WHEREAS, the Amended Plan is a matter of public record in the custody of the City Clerk and is available for public inspection during business hours of the City; and

WHEREAS, the Amended Plan removes the authority of the Glenwood Springs Urban Renewal Authority ("GURA") to exercise eminent domain as a means to acquire property in the Urban Renewal Area defined in the Plan and Amended Plan;

WHEREAS, on March 5, 2020, the City Council opened and continued to April 2, 2020 a public hearing to review the Amended Plan; and

WHEREAS, on April 2, 2020, the City Council conducted a public hearing and reviewed the Amended Plan pursuant to the procedural and notice requirements of the Act; and

WHEREAS, in compliance with the Colorado Urban Renewal Law, Sections 31-25-101, et seq., of the Colorado Revised Statutes (the "Act"), notice of the time, date, place, and purpose of the public hearing on the Amended Plan was published at least 30 days prior to the public hearing; a detailed written description of the proposed amendments and notice of the time and date of the public hearing was provided to each taxing entity that levies taxes on property within the Urban Renewal Area at least 30 days prior to the public hearing; and a reasonable attempt was made to provide mailing notice of the public hearing to all property owners, residents and owners of business concerns located in the Urban Renewal Area at their last known address of record at least 30 days prior to the public hearing**.**

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

Section 1. Notice of the time, date, place, and purpose of the public hearing on the Amended Plan was published as required by Section 31-25-107(3)(a), C.R.S., at least 30 days prior to the public hearing.

Section 2. A detailed written description of the proposed amendments and notice of the time and date of the public hearing was provided to each taxing entity that levies taxes on property within the Urban Renewal Area at least 30 days prior to the public hearing.

Section 3. Written notice of the time, date, place, and purpose of the public hearing was mailed to all property owners, residents and owners of business concerns located in the Urban Renewal Area at their last known address of record informing them of the public hearing at least thirty (30) days prior to the public hearing.

Section 4. The City Council finds that the Amended Plan is in conformity with the Comprehensive Plan, which is the general plan of the City as a whole.

Section 5. The City Council desires to remove and eliminate the GURA's authority to exercise eminent domain to acquire any property interest within the Urban Renewal Area identified in the Plan and Amended Plan and hereby removes that authority from GURA.

Section 6. The Amended Plan therefore removes and eliminates the GURA's authority to exercise eminent domain to acquire any property interest within the Urban Renewal Area identified in the Plan and Amended Plan.

Section 7. The Amended Plan has been duly reviewed and considered and is hereby approved.

INTRODUCED, READ AND PASSED THIS_____ DAY OF APRIL 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

____

Jonathan Godes, Mayor

ATTEST:

____

Catherine Mythen Fletcher, City Clerk

Amended West Glenwood Springs Urban Renewal Plan

Glenwood Springs, Colorado

The Amended West Glenwood Springs Urban Renewal Plan will go into effect upon the effective passage of amendments to Resolutions 2018-60 and 2018-61that will be considered at the public hearing before the Glenwood Springs City Council on May 14, 2020.

Prepared for:

Glenwood Springs City Council
Glenwood Springs, Colorado

Original Plan Prepared by:

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Amended West Glenwood Springs Urban Renewal Plan

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Amended West Glenwood Springs Urban Renewal Plan

City of Glenwood Springs, Colorado

1.0 Introduction

1.1 Preface

This Amended West Glenwood Springs Urban Renewal Plan (herein referred to as the "**Amended Plan**" or "**Amended Urban Renewal Plan**") has been prepared for the City of Glenwood Springs (herein referred to as the "**City**"), pursuant to the provisions of the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, 1973, as amended (herein referred to as the "**Act**" or "**Law**"). Its administration and implementation will be carried out by the Glenwood Springs Urban Renewal Authority (herein referred to as the "**Authority**").

1.2 Blight Findings

Under the **Act**, an urban renewal area is a blighted area, which has been designated as appropriate for an **Urban Renewal Project**. In order for the **Authority** to exercise its powers within an area, the municipality's board or council must find that the presence of blight, as defined by the **Act**, "substantially impairs or arrests the sound growth of the municipality or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare."

The West Glenwood Springs Urban Renewal Conditions Survey (herein referred to as the "**Survey**"), prepared by RickerICunningham in September 2018, and presented to the **Authority** under separate cover, demonstrates that the West Glenwood Springs Urban Renewal Plan Area (herein referred to as the "**Urban Renewal Plan Area**" or "**Plan Area**"), qualifies as a blighted area under the **Act**. Specifically, the **Survey** concluded that ten (10) of the 11 total possible factors are present at varying degrees of intensity, but all at levels considered significantly adverse. A list of statutory factors either observed or identified, along with a characterization of the same, is presented below in Section 4.0.

1.3 Urban Renewal Area Boundaries

The boundaries of the **Urban Renewal Plan Area,** as illustrated in **Figure 1** and set forth in **Appendix B,** includes two (2) legal parcels comprising approximately 20 acres and adjacent rights-of-way, collectively located in western Glenwood Springs. Its borders may generally be defined as the Interstate 70 (I-70) frontage road or U.S. Highway 6 on the south, Storm King Road on the west, and the Glenwood Springs Mall property lines on the north and east.

1.4 Zoning Classifications

Properties within **Plan Area** boundaries are currently zoned **PUD Planned Unit Development by the city of Glenwood Springs**. A description of this zoning classification is provided below as defined in the Glenwood Springs Development Code (effective August 16, 2018), Title 70 of the Municipal Code.

070.020.180 Planned Unit Development (PUD) District

(a) Purpose

Planned unit developments (PUDs) are intended to allow for greater flexibility in the application of zoning and development standards than would otherwise be achieved through a base zoning district in exchange for greater benefit to the city of Glenwood Springs.

(b) Establishment of a PUD District

PUD districts shall be established pursuant to the rezoning to PUD procedures set out in Section 070.060.040(b). Development in a PUD district shall be subject to the standards included in and / or referenced in an approved PUD plan.

(c) Applicability of Development Standards

1) Unless specifically modified by the PUD plan during the rezoning to PUD, the PUD shall comply with all standards in this Code.
2) Where the PUD standards conflict with the standards in this Code, the regulations of the approved PUD plan shall control.
3) PUDs shall provide common open space as required by relevant sections of the Code.

Figure No. 1: West Glenwood Springs Urban Renewal Plan Area


Unincorporated Area
Storm King Rd
Mall Properties Not Located Within Urban Renewal Area
Mall Properties Not Located Within Urban Renewal Area
US Hwy 6
70
Riverine Rd
70
0 50 100 200
Feet
SOURCE: U.S. Census, Glenwood Springs, CO, and ESRI
Date: Thursday, November 01, 2018
West Glenwood Springs Urban Renewal Area
Glenwood Springs Municipal Boundary
Ricker|Cunningham

1.5 Future Land Use Designations

Future land uses desired by the city inside its municipal boundaries are illustrated in its Future Land Use Map. In addition to preferred use categories, the Future Land Use Map reflects the intentions of the **Comprehensive Plan** as it relates to the location of targeted public and private investment that should occur as properties transition over the next 10 to 20 years. Therein, the **Plan Area** is designated as a Secondary Commercial Center, and properties are identified as Mixed-Use. Both of these classifications suggest a location that is believed to be "ripe for redevelopment and in need of its own sub-area plan." A general description of each label is provided below as defined in the **Comprehensive Plan**.

Mixed-Use – The mixed-use land use designation allows for a variety of uses including commercial, retail, office, restaurant, entertainment and multi-family housing, co-existing and integrated in either a horizontal or vertical fashion.

Secondary Commercial Centers - Within the city's future commercial nodes, the **Comprehensive Plan** encourages mixed-use redevelopment projects, informed by detailed market-supportable sub-area plans.

1.6 Statutory Compliance

In compliance with the **Act**, a notice describing the public hearing at which the **Original Plan** was considered; including its time, date, location, purpose and area being considered for an urban renewal designation, along with the general scope of the urban renewal project under consideration; appeared in the Glenwood Springs Post Independent, the community's designated legal newspaper of general circulation at least 30 days prior to the public hearing. Further, a reasonable attempt was made to provide mailing notice of the hearing to all property owners, residents (if any) and owners of business concerns located in the **Area** at their last-known address of record at least 30 days prior to the public hearing.

The **City,** negating the need to quantify and document potential impacts, provided a copy of the **Original Plan** to the Garfield County Board of Commissioners at least 30 days prior to the public hearing. In addition, official meetings required by the **Act** were scheduled, noticed and conducted, including with the Planning and Zoning Commission on Tuesday, October 23, 2018, which determined it to be consistent with the **Comprehensive Plan**; and the Glenwood Springs City Council (herein referred to as the "**City Council**") when they considered accepting findings of blight documented in the **Survey,** and adoption of the **Original Plan**. In compliance with the Act, a notice of the public hearing at which the **Amended Plan** will be considered appeared in the Glenwood Springs Post Independent, the community's designated legal newspaper of general circulation, at least 30 days prior to the public hearing, and a detailed written description of the proposed amendments and a notice of the date and time of the public hearing was provided to each taxing entity that levies taxes on property located within the **Urban Renewal Plan Area** at least 30 days prior to the public hearing, Further, a reasonable attempt was made to provide mailing notice of the hearing to consider the **Amended Plan** to all property owners, residents (if any) and owners of business concerns located in the **Area** at their last-known address of record at least 30 days prior to the public hearing.

2.0 Definitions and Inclusion of Appendices and Survey

Unless otherwise stated, all capitalized and bolded terms herein shall have the same meaning as set forth in the **Act**. All the **Appendices** and the **Survey** are incorporated in and made a part of this **Plan**.

Act – means the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, as amended.

Amended Urban Renewal Plan, Amended Plan or Plan – means this Amended West Glenwood Springs Urban Renewal Plan.

Authority – means the **City Glenwood Springs Urban Renewal Authority**.

Base Amount – in the context of this **Amended Plan** means that portion of municipal sales tax revenues collected within the boundaries of the **Plan Area** in the twelve-month period ending on the last day of the month prior to the effective date of approval of the **Amended Plan**.

Bonds – shall have the same meaning as defined in the **Act.**

City – means the City of Glenwood Springs.

City Council – means the City of Glenwood Springs City Council.

Comprehensive Plan – means the 2011 Glenwood Springs Comprehensive Plan.

Cooperation Agreement – means any agreement between the **Authority** and **City**, respecting action to be taken pursuant to any of the powers set forth in the **Act** or in any other provision of Colorado law, for the purpose of facilitating public undertakings deemed necessary or appropriate by the **Authority** under this **Plan**.

C.R.S. – means the Colorado Revised Statutes, as in effect on the effective date of the **Plan**.

Lessee – means the Glenwood Springs Mall anchor tenant, Ross Dress for Less, Inc.

Lessor – means the owner of commercial properties within the **Plan Area**, Glenwood Springs Mall, LLLC.

Original Plan or **Original Urban Renewal Plan** – means the Original West Glenwood Springs Urban Renewal Plan.

Plan Area– means the West Glenwood Springs Urban Renewal Plan Area as depicted in **Figure 1** and defined in **Appendix B**. The Plan Area is the same in the Original Plan and this **Amended Plan**.

Project – (or **Urban Renewal Project**) means any and all undertakings and activities authorized by an urban renewal plan and the **Act**, for the purpose of eliminating blighting conditions; as well as designing and constructing public and private improvements necessary to serve properties in the proposed Urban Renewal Area, including those located within and outside the plan area.

Redevelopment / Development Agreement – means one or more agreements between the **Authority** and -- developers, property owners, business interests, individuals, or entities; as may be determined to be necessary or desirable to carry out the purpose of the **Amended Plan**.

Special Fund – shall have the same meaning as defined in the **Act.**

Survey – means the West Glenwood Springs Conditions Survey, prepared by RickerICunningham, dated September, 2018 and presented to the **City Council** under separate cover**.**

Tax Increment – that portion of incremental revenues in excess of a **Base Amount** as set forth in Section 7.3.1 of this **Amended Plan,** allocated to and when collected, paid into the **Special Fund**.

Tax Increment Finance (or Financing) (TIF) – for this **Plan**, means a financing mechanism which uses future sales tax incremental revenues resulting from private investment within an established area, as well as other resources obtained by the **Authority**, to fund improvements authorized by the **Act**.

Urban Renewal Law – means the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, as amended. See definition of **Act** above.

Urban Renewal Project – shall have the same meaning as defined in the **Act.**

3.0 Amended Plan Intentions

With an urban renewal designation, the **Plan Area** will be eligible for one or more activities and undertakings, authorized by the **Act** and advanced by the **Authority**. Because powers conferred by the **Act** include facilitating the completion of improvements for which public money may be expended, the intentions of this **Plan** are considered to be necessary in the public interest as a matter of legislative determination by the **City Council**.

3.1 Purpose

As explained in the **Act**, all urban renewal plans, including this Amended West Glenwood Urban Renewal Plan, are consistent with the powers of the administering authority and adopted to, "assist the municipality in the preparation of a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas, and to encourage needed urban rehabilitation." Additionally, they are created to implement community priorities identified in adopted community plans and other policy documents, and complete or assist in completing necessary improvements.

For this reason, the purpose of this Amended West Glenwood Springs Urban Renewal Plan is to reduce and remove blighting conditions adversely impacting properties and businesses in the **Plan Area** described in the **Survey**. Specifically, as it relates to this **Area**, it is the **Authority's** intent to finance, install, construct, and reconstruct necessary improvements; and cooperate with others to accomplish the same, all in an effort to further economic growth in the community and throughout the region; and in so doing, to advance objectives expressed in the **Comprehensive Plan** (herein referred to as the 2011 Glenwood Springs Comprehensive Plan.)

3.2 Approach

The approach to eliminating and preventing the spread of blighting conditions proposed herein may involve one or more of the following actions: completing and maintaining public and / or private improvements and infrastructure in the **Plan Area**; using financial resources and powers available to the **Authority** for the express purpose of the same; and actively promoting private investment and job creation. The approach to advancing local objectives will likely involve identification of specific priority projects which will effectively leverage private investment therein**,** and ensure alignment of this Amended West Glenwood Springs Urban Renewal Plan with other accepted and adopted community documents. As required by the **Act**, the **Amended Plan** will afford maximum opportunity, consistent with the sound needs of the City, for the rehabilitation and redevelopment of the **Plan Area** by private enterprise.

3.3 Implementation

While the **Authority** will be the **Amended Plan's** principal administrator, **City Council** will authorize and oversee its efforts. Therefore, the **Authority** will work in cooperation with the **City** to prioritize capital investments in the **Plan Area** (roadway, pedestrian, infrastructure, utility); ensuring they provide a public benefit to property owners and business interests within its boundaries and communitywide.

All new development activity will conform to existing municipal codes and ordinances, along with any site-specific regulations or policies in effect at the time. While the **Act** authorizes the **Authority** to regulate land uses, establish maximum or minimum densities, and institute other building requirements in an urban renewal area; for the purpose of this **Amended Plan**, the **Authority** anticipates these activities will remain the responsibility of the **City** in partnership with the **Authority**.

4.0 Blight Conditions

Before an urban renewal plan can be adopted by a municipality, the proposed urban renewal area must be determined to be a "blighted area," which is defined in Section 31-25-103(2) of the **Act** as "*an area that, in its present condition and use and, by reason of the presence of at least four of the following factors substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare."* Statutory factors include:

(a) Slum, deteriorated, or deteriorating structures;
(b) Predominance of defective or inadequate street layout;
(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
(d) Unsanitary or unsafe conditions;
(e) Deterioration of site or other improvements;
(f) Unusual topography or inadequate public improvements or utilities;
(g) Defective or unusual conditions of title rendering the title nonmarketable;
(h) The existence of conditions that endanger life or property by fire or other causes;
(i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;
(j) Environmental contamination of buildings or property;
(k.5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements; or
(l) If there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, "blighted area" also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs (a) to (k.5) of Section 31-25-103(2), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare.

The general methodology used to prepare the **Survey** involved the following steps: (i) identification of parcels to be surveyed; (ii) collection of information about properties, infrastructure and other improvements within its boundaries; (iii) investigation of conditions through field reconnaissance; (iv) review of aerial photography; (v) discussions with representatives of various public agencies and municipal departments; and (iv) recordation of identified and observed conditions listed in the **Act**.

Among the 11 qualifying factors listed above, the **Survey** showed the presence of all ten (10) blight factors in the **Area** that is the subject of this **Amended Plan.**

(a) Slum, deteriorated, or deteriorating structures
(b) Predominance of defective or inadequate street layout;
(d) Unsanitary or unsafe conditions;
(e) Deterioration of site or other improvements;
(f) Unusual topography or inadequate public improvements or utilities;
(g) Defective or unusual conditions of title rendering the title nonmarketable;
(h) Existence of conditions that endanger life or property by fire or other causes;
(i) Buildings that are unsafe or unhealthy to live or work in
(j) Environmental contamination of buildings or property; and
(k5) Existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

5.0 Amended Plan Relationship to Community Documents

5.1 Consistency with the Comprehensive Plan

Whereas this **Amended Plan's** purpose is to facilitate investment within its boundaries consistent with identified community's objectives, and since those objectives appear in the 2011 Glenwood Springs Comprehensive Plan; development within its boundaries will need to reflect the intentions expressed therein. As presented, future investment within the **Plan Area** will encourage and support the vision and directives presented below.

Key Directions of the Plan

Vision Statement
The city of Glenwood Springs desires to maintain its small-town character and preserve its cultural and natural resources by implementing a proactive plan to: achieve directed and balanced development, social and economic diversity; and address its transportation needs.

Community Goals
Community Goals of the 2011 Glenwood Springs Comprehensive Plan include:

- Promote long-term, sustainable, and diverse economic development;
- Maintain Glenwood Springs as the regional tourism, retail, commercial, and governmental center of Garfield County;
- Preserve Glenwood Springs' small-town character, while maintaining its livability, increasing its vibrancy, and growing the commercial success of its downtown;
- Address transportation needs and provide multiple convenient travel choices;
- Direct development and encourage building forms that are cost-effective to serve;
- Provide housing for the entire community;
- Support social diversity;
- Preserve cultural resources; and
- Protect natural resources.

Specific references regarding how investment in the **Plan Area** will advance these and other communitywide intentions, as presented in the **Comprehensive Plan**, are summarized in **Appendix A**.

6.0 Authorized Authority Undertakings and Activities

While the **Act** allows for a wide range of activities to be used in the furtherance of goals set out in an urban renewal plan, in the context of this **Amended Plan,** the **Authority** intends to use only those necessary to mitigate or eliminate those conditions adversely impacting properties and businesses within its boundaries. Among those undertakings and activities that may be considered are partnerships and similar forms of cooperative arrangements with owners of private property. Other powers conferred by the **Act,** and a likely component of the **Authority's** strategy for implementation of the Amended West Glenwood Springs Urban Renewal Plan, are described as follows.

6.1 Prepare and Modify Plans for the Plan Area

The **Authority** may work with public bodies, and retain consultants and other advisors to assist with the planning of properties in connection with redevelopment of the **Plan Area**. In addition, the **Authority** may propose, and the **City Council** may make modifications to the **Amended Plan**, provided they are consistent with adopted community plans and any subsequent updates. However, any such amendments made and otherwise contemplated, must be compliant with the **Act**. The **Authority** may also, in specific cases, allow non-substantive variations from the provisions of the **Amended Plan,** if it determines that a literal enforcement would constitute an unreasonable limitation beyond the intent and purpose stated therein.

6.2 Complete Public Improvements and Facilities

The **Authority** may, or may cooperate with others to, finance, install, construct and reconstruct public improvements in accordance with the **Act**, and necessary to promote the objectives stated herein. Whereas public improvements should, whenever possible, stimulate desired private sector investment, it is the intent of this **Amended Plan** that the combination of public and private investment that occurs within its boundaries will benefit properties within its boundaries, as well as throughout the community.

As explained in Section 4.0, ten (10) of the 11 qualifying conditions of blight as defined in Section 31-25-103(2) of the **Act**, were evident in the **Plan Area**. As the **Plan's** administrator, the **Authority** will seek to most effectively leverage available resources in the furtherance of desired private investment, while also eliminating the spread of blighting conditions described in the **Survey** and generally characterized below.

(a) **Slum, deteriorated, or deteriorating structures** – assist in financing physical improvements to Mall properties that will ensure the health, safety and well-being of its employees and customers;

(b) **Predominance of defective or inadequate street layout** – assist in financing roadway enhancements including accommodations to ensure safe vehicular and non-vehicular mobility to and through the **Area**;

(d) **Unsanitary or unsafe conditions** – assist in financing improvements between the Mall and adjacent properties to ensure the safety of visitors to, and users of, properties in the **Plan Area** including adequate fencing;

(e) **Deterioration of site or other improvements –** see Factor (d).

(f) **Unusual topography or inadequate public improvements or utilities** – assist in financing capital improvements (infrastructure and utility) necessary to support redevelopment and rehabilitation of private improvements;

(g) **Defective or unusual conditions of title rendering the title nonmarketable** – assist in correcting conditions of title contributing to conditions of blight;

(h) **Existence of conditions that endanger life or property by fire or other causes** – see Factor (a);

(i) **Buildings that are unsafe or unhealthy to live or work in** – see Factor (a).

(j) **Environmental contamination of buildings or property** – assist with financing improvements and / or infrastructure to protect properties from possible impacts associated with past or future contaminating incidents;

(k5) **Existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements** – assist with eliminating conditions adversely impacting the economic potential of commercial properties operating in the **Plan Area**.

While the **Survey** offers documentation supporting the presence of ten (10) of the 11 total possible factors; all were either observed or identified at varying levels, with the most impactful being those associated with Factors (g) and (k5).

As noted therein, inline space within the primary Mall building is approximately 90 percent vacant, compared to the citywide commercial vacancy rate of approximately 3 percent. The vacancy rate in the Mall building has not improved since the Original Plan was adopted. Given the health of commercial developments in other parts of the city, along with the limited number of comparable commercial tracts available for development, particularly in the rapidly growing western portion of the community; and finally, despite the subject properties' superior site attributes including access and visibility from the region-serving I-70 corridor, the Glenwood Springs Mall should be operating at or above market averages.

6.3 Enter into Agreements

The **Authority** may enter into **Redevelopment and Development Agreements** and contracts with developers, property owners, individuals and other entities determined to be necessary to carry out the purposes of a plan. Such **Agreements**, or other contracts, may contain terms and provisions deemed necessary or appropriate for the purpose of undertaking contemplated activities, and remain in full force and effect, unless all parties to such **Agreements** agree otherwise.

In accordance with the **Act**, the **Authority** may also enter into one or more **Cooperation Agreements** with lawful entities for the purpose of financing, installing, constructing and / or reconstructing improvements considered eligible and necessary for implementation of the **Amended Plan**. In addition, it may, but is not required to, contract with a municipality or other organization for administrative support, including distribution of financial resources.

6.4 Adopt Standards

The **Authority** may work with public bodies, and retain consultants and other advisors to assist with zoning and rezoning properties in the **Plan Area**. As stated previously, while the **Act** allows for the adoption of standards and other requirements applicable to projects undertaken in an urban renewal area, in the context of this **Amended Plan**, it is the **Authority's** intention that these activities will be conducted in cooperation with the **City**. Further, it is the intent of the **Authority** that all development within its boundaries meet or exceed applicable rules, regulations, policies, requirements, and standards of the **City,** and any other governmental entity with jurisdiction.

6.5 Provide Relocation Assistance

The **Authority** will adopt a relocation plan in conformance with the **Act**, if relocation of individuals, families or business concerns is required because of acquisition activities of the **Authority**.

6.6 Incur Debt and Issue Bonds

This **Plan** authorizes the **Authority** to borrow money and apply for and accept advances, loans, grants and contributions from all lending sources, private and public, for purposes identified herein and authorized by the **Act**. The **Authority** may also loan or make monetary resources available for undertakings and activities deemed meritorious and consistent with the **Act** and **Amended Plan**. These resources may be derived through any and all methods authorized in the **Act**, including the issuance of **Bonds** and participation in reimbursement agreements to finance the activities and operations of the **Authority**.

Such **Bonds** may be special obligations of the **Authority** which, as to principal, interest and premiums (if any), are payable solely from and secured only by a pledge of income, proceeds, revenues or funds of the **Authority** derived in connection with its undertakings and activities, including grants or contributions of funds received by outside sources.

6.7 Sales Tax Increment Financing

As explained in Section 31-25-107 of the **Act**, an urban renewal plan may contain a provision for allocation of certain tax revenues in an urban renewal area; including incremental sales tax revenues of the municipality in excess of a **Base Amount** and when collected and deposited in a **Special Fund** of the **Authority** be used for a period not to exceed twenty-five (25) years after the effective date of the urban renewal plan, once approved, for the furtherance of its activities and undertakings.

The use of sales tax increment is hereby authorized by this **Amended Plan**, but shall be utilized by the **Authority** only following approval of an appropriate **Cooperation Agreement** by the board of the **Authority** and **City Council**.

7.0 Project Financing

7.1 Public Investment Objective

A critical component of any urban renewal initiative is participation by both the public and private sectors because no one entity typically has sufficient resources to overcome the financial hurdles frequently encountered in areas suffering from blight and deterioration. To this end, effectively leveraging multiple sources is often essential in order to advance initiatives necessary to attract private investment and grow jobs. Support for projects can take many forms including: monetary contributions, policy and regulatory reform, design support, and assistance with grant writing.

7.2 Financial Mechanisms

As explained above, the **Authority** may finance its undertakings pursuant to the **Amended Plan** by any method authorized under the **Act** or any other applicable law. In addition to incremental sales tax revenues, other financing vehicles available for urban renewal activities include, without limitation: issuance of notes, bonds, interim certificates, and certificates of indebtedness; along with other lawful obligations. The **Authority** may also borrow funds, access federal and state loans or grants, and earn interest income; as well as enter into reimbursement or annual appropriation agreements with public or private entities or any other lawful source; the principal, interest, costs and fees of which are paid for with available funds of the **Authority**.

7.3 Sales Tax Increment Revenues

It is the intent of the **City Council** in approving this **Amended Plan** that incremental property tax revenues will neither be collected nor used to further the objectives of the **Amended Plan**, or finance or refinancing, in whole or in part, the undertakings and activities of the **Authority**.

While this Amended West Glenwood Springs Urban Renewal Plan does not contemplate the use of *incremental* property tax revenues, the **City Council** may allocate incremental municipal sales tax revenues**,** if requested to do so, but only after receipt of a financing plan outlining the proposed amounts and purpose for which those resources are to be used and the approval of a **Cooperation Agreement** by the **Authority Board** as described above and herein.

The approval of such **Cooperation Agreement** by the **City** and **Authority** will not constitute a substantial modification, or the addition of a new activity or undertaking. Finally, approval of such a **Cooperation Agreement** will not extend this **Amended Plan** or the duration of a specific **Urban Renewal Project** in the **Plan Area** which is presently twenty-five (25) years after the effective date of the **Plan's** adoption.

7.4 Other Financing Mechanisms and Structures

Although the **Authority** is authorized to finance implementation **Urban Renewal Projects** in the **Plan Area** by any method authorized by the **Act**, at the time this **Amended Plan** was prepared, **City Council** remained committed to being judicious in their use of monetary resources, and instead make programs and other mechanisms available that can be used independently or in various combinations. Given the obvious and well-documented obstacles often associated with redevelopment, particularly in challenging environments, the **Authority** recognizes the importance of making their offerings as comprehensive, flexible and creative as possible.

8.0 Severability

If any portion of this **Amended Plan** is held to be invalid or unenforceable, such invalidity will not affect the remaining portions of the **Plan**. Further, if there is any conflict between the **Act** and this **Amended Plan**, the provisions of the **Act** shall prevail, and the language in the **Amended Plan** automatically deemed to conform to the **Law**.

Amended West Glenwood Springs Urban Renewal Plan

City of Glenwood Springs, Colorado

Appendix A:

2011 Glenwood Springs Comprehensive Plan References

2011 Glenwood Springs Comprehensive Plan References

Following are select references from the 2011 Glenwood Springs Comprehensive Plan that support the goals and objectives of this West Glenwood Springs Urban Renewal Plan.

Prologue / Executive Summary (taken largely verbatim)

The Evolution of a Community

Communities evolve over time. Glenwood Springs is different today than it was 20 years ago, and different than it will be 20 years into the future. The past 20 years of growth have brought new stores, bigger better schools, and a large hospital. Growth has also brought traffic congestion, different kinds of building styles, and higher taxes for services. The challenge of "change of course" is to have the positive impacts outweigh the negative ones. Surveys and public input conducted with this Plan update indicate that most people, on the whole, feel that Glenwood has gotten better since they've lived here.

The Comprehensive Plan is intended to help the city embrace its evolution by identifying key elements that need to be preserved and recommending or suggesting changes to those elements that need to be modified.

What makes a great, livable community? There are many interrelated factors—a "kit of parts." Each part of the Comprehensive Plan addresses community issues in numerous ways. Each part, or element, of the Plan interacts with the others to achieve the preferred future. All of the parts have been considered for their individual functions, as well as how they operate as a whole.

Current Challenges

Specific current challenges for Glenwood Springs include:

Competition in the Role as a Regional Commercial Center of the County

Over the last decade Rifle has eclipsed Glenwood Springs in population, and has attracted major retailers, as well as businesses. The potential growth from New Castle to Parachute means that the western portion of Garfield County will continue to attract both retail and residential development.

Vitality

The need to grow to maintain vitality is compounded by a lack of land for the community to expand. This forces an introspective look at all opportunities for infill and redevelopment—growing inward and upward instead of outward.

Significant but Uncertain Impacts from Increased Energy Exploration/Development in Garfield County

A dramatic, decade-long buildup of energy-related workers living in Garfield County (including those working in Rio Blanco County) made it more difficult to attract employees to non-energy industry jobs. Due to the lack of available housing, energy workers were finding temporary housing in area hotels and motels, thereby reducing the available supply of rooms for the tourism industry. However, this was followed in 2008/9 by a sudden drop in energy prices, exploration, and the workforce. Revised projections indicate a period of slow growth before energy exploration expands significantly. Ultimately, energy-related jobs are expected to level off in Garfield County. This has spurred renewed interest in the diversification of the economy in order to lessen the impacts of a single industry decline.

The Lack of Affordable Housing for its Workforce, Both Rental and For-Sale Housing

The affordability and availability of housing is acknowledged to be a regional issue that requires a regional response. However, currently each community within the Roaring Fork and Colorado River Valleys are addressing their individual housing needs.

According to the 2004 Local and Regional Travel Patterns Study, of those working in Glenwood Springs, only 32% live in Glenwood Springs. Of those living in Glenwood Springs, 41% commute to work somewhere else. A 2005 housing study indicated that the city needs 2,885 additional dwelling units between 2005 in order to catch-up and keep up with the demand for housing. Similarly, the more recent Strategic Housing Plan, approved in 2010, recommended a goal of creating between 20 and 25 units per year between now and 2015, but went on to recognize that the current requirement or providing community housing is based on new residential development, and the city likely will not meet that target.

Increased Traffic and Congestion on Grand Avenue

State Highway 82 (SH 82) is the Roaring Fork River Valley's sole, regional commuter corridor. It is also Glenwood Springs' historic Downtown main street where it is four lanes wide and carrying daily traffic loads of 25,000 to 29,000 cars and trucks, on average. The 2004 Local and Regional Travel Pattern Study indicated that 35% of all work trips, and virtually all freight and goods delivery vehicle trips in the Roaring Fork Valley, traveled SH 82 in and through Glenwood Springs. The amount of traffic carried by SH 82, and the highway's resulting impacts on the livability and survivability of Glenwood Springs' Downtown commercial core and nearby residential neighborhoods has been the topic of studies and discussions for decades. Recent projections show that SH 82 traffic volumes through Glenwood Springs will increase to between 47,900 and 52,000 vehicles per day by 2030.

Recent studies of traffic alternatives have increased the interest in, and concern about, a long-standing proposal for another alignment of SH 82 through Glenwood Springs, along the east side of the Roaring Fork River. This route has several possible alignments each of which has different cost implications, as well as impacts on the character of the community.

Community Character

As commercial development pressures increase, coupled with projections that the city needs to continue to grow and expand its workforce housing stock, how does Glenwood Springs maintain the small-town atmosphere that its residents and visitors prefer?

To Grow or Not to Grow

Consistent with regional growth policies, Glenwood Springs extended sewer services to developments south of the city along Four Mile Road, and entered into pre-annexation agreements that are still in-force. The county followed suit by designating these areas for urban development. Are those commitments, and that vision, still valid? If so, does it commit the city to extend its Urban Growth Boundary southward?

Finding Agreement on Complex Issues

Interrelatedness of Issues

Many of these issues are inter-related. Each part, or element, of the community interacts with the others, usually in multiple ways. For example, the location, density/intensity, mix/variety, and character/design of land uses dictate travel options and patterns. The location of school influences where utilities and roads are extended and where growth will follow. The alignment of an alternative route for SH 82 could impact the expansion of the Downtown to the west. Growing inward and upward allows continued vitality, but may change the character of the community. Land use decisions, how and where people live and businesses locate, profoundly influences behavior.

Regional Issues

Another factor adding to the complexity of issues in Glenwood Springs is the fact that many are regional issues. Glenwood Springs is not an island. Transportation, congestion, commuting patterns, affordable housing, the location of jobs; and even the quality of air, water, and native habitat, are not isolated to political boundaries. What happens in one area affects another, despite local efforts to positively address any or all of these issues.

Diversity of Opinion

Though consensus is the goal sought for addressing the community's issues, the public input process has demonstrated that there is a wide diversity of opinion on many of the issues confronting the city: the relocation of SH 82, the treatment of Grand Avenue, the mass and scale of the Downtown, potential annexations to the south of town, and the future use of the airport are just a few. As a result, the direction of the Comprehensive Plan represents a combination of public input and professional judgment.

The 2011 Glenwood Springs Comprehensive Plan brings direction to many of the issues that have confronted the community for years, and presents the next steps of action for the city to take shape and do so in a sustainable manner.

Sustainability is a concept that has only reached the public consciousness in the last couple of decades. The term is used to mean many different things. The simplest definition of sustainability is the ability to meet the needs of the present without compromising the ability of future generations to meet their needs. This means utilizing resources in a way that allows future generations to use them, also. The concept of sustainability applies to the environment, fiscal actions, and social responsibility.

Environmental sustainability respects natural systems and resources. This means reducing unnecessary waste, pollutants and energy usage in order to protect the quality of water, air and soils. It also means protecting the river corridors and mountain landscape, preserving important ecosystems and habitat.

Fiscal sustainability is living within one's means—as an individual or a community. This means avoiding growth patterns that cost more to serve than the tax revenues they produce. Outward, "greenfield" growth requires new services and infrastructure, whereas inward growth (infill and redevelopment) takes advantage of existing services and infrastructure, usually in a fiscally efficient manner.

Social sustainability means taking care of the community to ensure opportunities for proper shelter, food, education, and a healthy lifestyle. It also means that community efforts are equitable, ensuring that the benefits of development are distributed fairly across society. Another aspect of social sustainability is preservation and respect of cultures and heritage.

The physical design of the community can make it either easier or more difficult for a community to be socially sustainable. Creating places for people to gather and interact, and creating a variety of transportation modes adds to a community's vibrancy.

Sustainability is a key foundation of the 2011 Glenwood Springs Comprehensive Plan. Many of the concepts presented work concurrently and collaboratively so that Glenwood Springs can evolve toward a sustainable future.

Chapter 3 Community Character and Form

Strategies and Actions to Promote Community Character and Form

1. Direct Development into a Compact Form: Infill and Redevelopment

The city will maintain a compact urban form by growing inward and upward. Due largely to topographic constraints, the city has few opportunities for outward expansion. Primary opportunities for additional growth include the Downtown and *secondary commercial centers* such as the Glenwood Springs Mall, Roaring Fork Marketplace, and Confluence Areas; as well as commercial districts on Grand Avenue in the vicinity of 14th Street and 20th Street, and along US Highway 6. Encouraging a compact urban form and directing development where infrastructure already exists will allow for the efficient delivery of services, preservation of its small-town character, and protection of its cultural and natural resources.

Secondary Commercial Centers - There are a number of secondary commercial centers located throughout the city that provide convenient access to retail goods and services. In several cases, grocery stores serve as the anchor, supported by service operators, small shops, and restaurants. Many are surrounded by neighborhoods, and most were developed years ago in a "strip mall" style of development with large parking lots between buildings and public rights-of-way. As property values and retailing trends have changed, the format of these secondary centers are becoming somewhat obsolete, and several are being repurposed into mixed-use neighborhoods with retail, office and housing uses. Examples of these centers include:

- Safeway Site (20th Street and Grand Avenue) Current use: local groceries and associated retail
- City Market Site (14th Street and Grand Avenue) Current use: local groceries and associated retail
- Roaring Fork Marketplace / Wal-Mart (3200 block of South Glen Avenue) Current use: regional big box and office retail / services
- **West Glenwood Springs Mall (51000 block Hwy 6) Current use: regional big box, local and regional shopping**
- Glenwood Meadows (Wulfsohn Road / Midland Drive) Current use: regional big-box retail, local and regional shopping

The **Comprehensive Plan** envisions properties in the Glenwood Springs Mall area, as well as those located immediately to the north, as an integrated and redeveloped multi-use community with a significant element of medium- to high-density residential uses, internal system of sidewalks and community spaces; collectively offering a gathering place for residents and visitors in the far west end of town.

2. Create Sub-Area Plans for Center Redevelopment

The city will work with willing property owners to develop sub-area plans for Downtown and secondary commercial centers, in an effort to understand the feasibility of different redevelopment programs, refine the vision accordingly, and assign resources necessary to incent redevelopment.

Chapter 4 Economic Development

Strategies and Actions to Promote Economic Development

1. Create Opportunity - Allocate Adequate Land

In addition to limited opportunities within the city limits to host new industries and businesses, the land that is available will require a new zoning classification to allow for easier development of businesses. To this end, the city should consider revising the zoning code to allow for more flexibility related to uses within structures and sites. Similarly, there is also an inadequate supply of attractive and accessible office space, and commercial space configured to accommodate evolving retail trends. To this end, the City should consider facilitating redevelopment of existing buildings, conducting an analysis of existing spaces, and investigating opportunities for new development located immediately adjacent to the city limits and within its Urban Growth Boundary. A sample location for these types of activities includes the area around and including the Glenwood Springs Mall in west Glenwood.

2. Retain, Enhance and Expand the Long-Standing Tourist Market

Tourism has long been an important component of the Glenwood Springs economy. The city should continue efforts to support the tourism market, its agencies, amenities, and facilities including Vapor Caves, Doc Holliday Grave Site, Glenwood Caverns, and Glenwood Hot Springs Pool. To this end, the city should preserve and enhance recreational opportunities (river access, kayak park, parks, and trails) and other city-owned assets in an effort to attract more tourists and encourage them to stay longer. The city should also consider enhancing the Downtown by creating pedestrian-oriented amenities, encouraging special shops and restaurants, lodging and events, so that it is a place where people want to live and visit. The city should consciously retain lodging units in other areas of the city, as well, including West Glenwood, Glenwood Meadows, and the Hwy 6 corridor.

3. Maintain Glenwood Springs Role as a Regional Center

Glenwood Springs should retain regional businesses that are convenient to regional clients. One step in doing this is to retain automobile dealership, highway-oriented services, and big box retail centers that serve the region.

Amended West Glenwood Springs Urban Renewal Plan

City of Glenwood Springs, Colorado

Appendix B:

Original and Amended West Glenwood Springs Urban Renewal Plan Area Legal Description

West Glenwood Springs Urban Renewal Plan Area

Legal Description

A parcel of land situated in Lots 1 and 2 and in the North 1/2 of the Southeast 1/4 of Section 6 Township 6 South, Range 89 West of the Sixth Principal Meridian, City of Glenwood Springs, County of Garfield, State of Colorado, said parcel being more particularly described as follows:

Tracts E and F as shown on the plat of the Resubdivision of Glenwood Springs Mall Subdivision, Except Tracts A, B, C & D, recorded as Reception Number 336102, on January 18, 1983 in the office of the Garfield County, Colorado, Clerk and Recorded; together with that portion of the right-of-way of Storm King Road situated between the northerly and southerly boundary lines said Resubdivision of Glenwood Springs Mall Subdivision, Except Tracts A, B, C & D, extended westerly to the easterly boundary line of the Glenwood Auto Plaza Subdivision as shown on the plat recorded as Reception Number 396937, on November 18, 1988 in the office of said Garfield County, Colorado, Clerk and Recorded; together with the right-of-way of U.S. Highway 6 & 24 situated between the westerly and easterly boundary lines of said Resubdivision of Glenwood Springs Mall Subdivision, Except Tracts A, B, C & D, extended southerly.

Section: 6 Township: 6 Range: 89 Subdivision: GLENWOOD SPRINGS MALL Lot: TR F

Section: 6 Township: 6 Range: 89 Subdivision: GLENWOOD SPRINGS MALL Lot: E

Amended West Glenwood Springs Urban Renewal Plan

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Amended West Glenwood Springs Urban Renewal Plan

City of Glenwood Springs, Colorado

1.0 Introduction

1.1 Preface

This Amended West Glenwood Springs Urban Renewal Plan (herein referred to as the "**Amended Plan**" or "**Amended Urban Renewal Plan**") has been prepared for the City of Glenwood Springs (herein referred to as the "**City**"), pursuant to the provisions of the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, 1973, as amended (herein referred to as the "**Act**" or "**Law**"). Its administration and implementation will be carried out by the Glenwood Springs Urban Renewal Authority (herein referred to as the "**Authority**").

1.2 Blight Findings

Under the **Act**, an urban renewal area is a blighted area, which has been designated as appropriate for an **Urban Renewal Project**. In order for the **Authority** to exercise its powers within an area, the municipality's board or council must find that the presence of blight, as defined by the **Act**, "substantially impairs or arrests the sound growth of the municipality or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare."

The West Glenwood Springs Urban Renewal Conditions Survey (herein referred to as the "**Survey**"), prepared by Ricker|Cunningham in September 2018, and presented to the **Authority** under separate cover, demonstrates that the West Glenwood Springs Urban Renewal Plan Area (herein referred to as the "**Urban Renewal Plan Area**" or "**Plan Area**"), qualifies as a blighted area under the **Act**. Specifically, the **Survey** concluded that ten (10) of the 11 total possible factors are present at varying degrees of intensity, but all at levels considered significantly adverse. A list of statutory factors either observed or identified, along with a characterization of the same, is presented below in Section 4.0.

1.3

1.3 Urban Renewal Area Boundaries

The boundaries of the **Urban Renewal Plan Area,** as illustrated in **Figure 1** and set forth in **Appendix B,** includes two (2) legal parcels comprising approximately 20 acres and adjacent rights-of-way, collectively located in western Glenwood Springs. Its borders may generally be defined as the Interstate 70 (I-70) frontage road or U.S. Highway 6 on the south, Storm King Road on the west, and the Glenwood Springs Mall property lines on the north and east.

1.4 Zoning Classifications

Properties within **Plan Area** boundaries are currently zoned **PUD Planned Unit Development by the city of Glenwood Springs**. A description of this zoning classification is provided below as defined in the Glenwood Springs Development Code (effective August 16, 2018), Title 70 of the Municipal Code.

070.020.180 Planned Unit Development (PUD) District

(a) Purpose

Planned unit developments (PUDs) are intended to allow for greater flexibility in the application of zoning and development standards than would otherwise be achieved through a base zoning district in exchange for greater benefit to the city of Glenwood Springs.

(b) Establishment of a PUD District

PUD districts shall be established pursuant to the rezoning to PUD procedures set out in Section 070.060.040(b). Development in a PUD district shall be subject to the standards included in and / or referenced in an approved PUD plan.

(c) Applicability of Development Standards

1) Unless specifically modified by the PUD plan during the rezoning to PUD, the PUD shall comply with all standards in this Code.
2) Where the PUD standards conflict with the standards in this Code, the regulations of the approved PUD plan shall control.
3) PUDs shall provide common open space as required by relevant sections of the Code.

Figure No. 1: West Glenwood Springs Urban Renewal Plan Area


Unincorporated Area
Storm King Rd
Mall Properties Not Located Within Urban Renewal Area
Mall Properties Not Located Within Urban Renewal Area
US Hwy 6
70
Riverine Rd
70
0 50 100 200 Feet
SOURCE: U.S. Census, Glenwood Springs, CO, and ESRI
Date: Thursday, November 01, 2018
West Glenwood Springs Urban Renewal Area
Glenwood Springs Municipal Boundary
Ricker | Cunningham

1.5 Future Land Use Designations

Future land uses desired by the city inside its municipal boundaries are illustrated in its Future Land Use Map. In addition to preferred use categories, the Future Land Use Map reflects the intentions of the **Comprehensive Plan** as it relates to the location of targeted public and private investment that should occur as properties transition over the next 10 to 20 years. Therein, the **Plan Area** is designated as a Secondary Commercial Center, and properties are identified as Mixed-Use. Both of these classifications suggest a location that is believed to be "ripe for redevelopment and in need of its own sub-area plan." A general description of each label is provided below as defined in the **Comprehensive Plan**.

Mixed-Use – The mixed-use land use designation allows for a variety of uses including commercial, retail, office, restaurant, entertainment and multi-family housing, co-existing and integrated in either a horizontal or vertical fashion.

Secondary Commercial Centers - Within the city's future commercial nodes, the **Comprehensive Plan** encourages mixed-use redevelopment projects, informed by detailed market-supportable sub-area plans.

1.6 Statutory Compliance

In compliance with the **Act**, a notice describing the public hearing at which the **Original Plan** ~~will be~~was considered; including its time, date, location, purpose and area being considered for an urban renewal designation, along with the general scope of the urban renewal project under consideration; appeared in the Glenwood Springs Post Independent, the community's designated legal newspaper of general circulation at least 30 days prior to the public hearing. Further, a reasonable attempt was made to provide mailing notice of the hearing to all property owners, residents (if any) and owners of business concerns located in the **Area** at their last-known address of record at least 30 days prior to the public hearing.

The **City,** negating the need to quantify and document potential impacts, provided a copy of the **Original Plan** to the Garfield County Board of Commissioners at least 30 days prior to the public hearing. In addition, official meetings required by the **Act** were scheduled, noticed and conducted, including with the Planning and Zoning Commission on Tuesday, October 23, 2018, which determined it to be consistent with the **Comprehensive Plan**; and the Glenwood Springs City Council (herein referred to as the "**City Council**") when they considered accepting findings of blight documented in the **Survey,** and adoption of the **Original Plan**.

In compliance with the Act, a notice of the public hearing at which the **Amended Plan** will be considered appeared in the Glenwood Springs Post Independent, the community's designated legal newspaper of general circulation, at least 30 days prior to the public hearing, and a detailed written description of the proposed amendments and a notice of the date and time of the public hearing was provided to each taxing entity that levies taxes on property located within the **Urban Renewal Plan Area** at least 30 days prior to the public hearing, Further, a reasonable attempt was made to provide mailing notice of the hearing to consider the **Amended Plan** to all property owners, residents (if any) and owners of business concerns located in the **Area** at their last-known address of record at least 30 days prior to the public hearing.

2.0 Definitions and Inclusion of Appendices and Survey

Unless otherwise stated, all capitalized and bolded terms herein shall have the same meaning as set forth in the **Act**. All the **Appendices** and the **Survey** are incorporated in and made a part of this **Plan**.

Act – means the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, as amended.

Amended Urban Renewal Plan, Amended Plan or Plan – means this Amended West Glenwood Springs Urban Renewal Plan.

Authority – means the **City Glenwood Springs Urban Renewal Authority**.

Base Amount – in the context of this **Amended Plan** means that portion of municipal sales tax revenues collected within the boundaries of the **Plan Area** in the twelve-month period ending on the last day of the month prior to the effective date of approval of the **Amended Plan**.

Bonds – shall have the same meaning as defined in the **Act.**

City – means the City of Glenwood Springs.

City Council – means the City of Glenwood Springs City Council.

Comprehensive Plan – means the 2011 Glenwood Springs Comprehensive Plan.

Cooperation Agreement – means any agreement between the **Authority** and **City**, respecting action to be taken pursuant to any of the powers set forth in the **Act** or in any other provision of Colorado law, for the purpose of facilitating public undertakings deemed necessary or appropriate by the **Authority** under this **Plan**.

C.R.S. – means the Colorado Revised Statutes, as in effect on the effective date of the **Plan**.

Lessee – means the Glenwood Springs Mall anchor tenant, Ross Dress for Less, Inc.

Lessor – means the owner of commercial properties within the **Plan Area**, Glenwood Springs Mall, LLLC.

Original Plan or **Original Urban Renewal Plan** – means ~~this~~the Original West Glenwood Springs Urban Renewal Plan.

Plan Area– means the West Glenwood Springs Urban Renewal Plan Area as depicted in **Figure 1** and defined in **Appendix B**. The Plan Area is the same in the Original Plan and this **Amended Plan**.

Project – (or **Urban Renewal Project**) means any and all undertakings and activities authorized by an urban renewal plan and the **Act**, for the purpose of eliminating blighting conditions; as well as designing and constructing public and private improvements necessary to serve properties in the proposed Urban Renewal Area, including those located within and outside the plan area.

Redevelopment / Development Agreement – means one or more agreements between the **Authority** and -- developers, property owners, business interests, individuals, or entities; as may be determined to be necessary or desirable to carry out the purpose of the **Amended Plan**.

Special Fund – shall have the same meaning as defined in the **Act.**

Survey – means the West Glenwood Springs Conditions Survey, prepared by RickerICunningham, dated September, 2018 and presented to the **City Council** under separate cover**.**

Tax Increment – that portion of incremental revenues in excess of a **Base Amount** as set forth in Section 7.3.1 of this **Amended Plan,** allocated to and when collected, paid into the **Special Fund**.

Tax Increment Finance (or Financing) (TIF) – for this **Plan**, means a financing mechanism which uses future sales tax incremental revenues resulting from private investment within an established area, as well as other resources obtained by the **Authority**, to fund improvements authorized by the **Act**.

Urban Renewal Law – means the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, as amended. See definition of **Act** above.

~~**Urban Renewal Plan** or **Plan** – means this West Glenwood Springs Urban Renewal Plan.~~

Urban Renewal Project – shall have the same meaning as defined in the **Act.**

3.0 Amended Plan Intentions

With an urban renewal designation, the **Plan Area** will be eligible for one or more activities and undertakings, authorized by the **Act** and advanced by the **Authority**. ~~To this end, it is an objective of the **City Council** in adopting this **Urban Renewal Plan,** that the **Authority** have available to it any and all powers authorized in the **Act,** and considered necessary and appropriate to accomplish the undertakings stated herein.~~ Because powers conferred by the **Act** include facilitating the completion of improvements for which public money may be expended, the intentions of this **Plan** are considered to be necessary in the public interest as a matter of legislative determination by the **City Council**.

3.1 Purpose

As explained in the **Act**, all urban renewal plans, including this Amended West Glenwood Urban Renewal Plan, are consistent with the powers of the administering authority and adopted to, "assist the municipality in the preparation of a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas, and to encourage needed urban rehabilitation." Additionally, they are created to implement community priorities identified in adopted community plans and other policy documents, and complete or assist in completing necessary improvements.

For this reason, the purpose of this Amended West Glenwood Springs Urban Renewal Plan is to reduce and remove blighting conditions adversely impacting properties and businesses in the **Plan Area** described in the **Survey**. Specifically, as it relates to this **Area**, it is the **Authority's** intent to finance, install, construct, and reconstruct necessary improvements; and cooperate with others to accomplish the same, all in an effort to further economic growth in the community and throughout the region; and in so doing, to advance objectives expressed in the **Comprehensive Plan** (herein referred to as the 2011 Glenwood Springs Comprehensive Plan.)

3.2 Approach

The approach to eliminating and preventing the spread of blighting conditions proposed herein may involve one or more of the following actions: completing and maintaining public and / or private improvements and infrastructure in the **Plan Area**; using financial resources and powers available to the **Authority** for the express purpose of the same; and actively promoting private investment and job creation. The approach to advancing local objectives will likely involve identification of specific priority projects which will effectively leverage private investment therein**,** and ensure alignment of this Amended West Glenwood Springs Urban Renewal Plan with other accepted and adopted community documents. As required by the **Act**, the **Amended Plan** will afford maximum opportunity, consistent with the sound needs of the City, for the rehabilitation and redevelopment of the **Plan Area** by private enterprise.

3.3 Implementation

While the **Authority** will be the **Amended Plan's** principal administrator, **City Council** will authorize and oversee its efforts. Therefore, the **Authority** will work in cooperation with the **City** to prioritize capital investments in the **Plan Area** (roadway, pedestrian, infrastructure, utility); ensuring they provide a public benefit to property owners and business interests within its boundaries and communitywide.

All new development activity will conform to existing municipal codes and ordinances, along with any site-specific regulations or policies in effect at the time. While the **Act** authorizes the **Authority** to regulate land uses, establish maximum or minimum densities, and institute other building requirements in an urban renewal area; for the purpose of this **Amended Plan**, the **Authority** anticipates these activities will remain the responsibility of the **City** in partnership with the **Authority**.

4.0 Blight Conditions

Before an urban renewal plan can be adopted by a municipality, the proposed urban renewal area must be determined to be a "blighted~~" as~~ area," which is defined in Section 31-25-103(2) of the **Act** ~~which provides~~as "*an area that~~"~~, in its present condition and use and, by reason of the presence of at least four of the ~~factors (see below) in Section 31-25-103 (2) (a) (or five in cases where property will be acquired by eminent domain the use of eminent domain is anticipated)~~following factors substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare."* Statutory factors include:

(a) Slum, deteriorated, or deteriorating structures;
(b) Predominance of defective or inadequate street layout;
(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
(d) Unsanitary or unsafe conditions;
(e) Deterioration of site or other improvements;
(f) Unusual topography or inadequate public improvements or utilities;
(g) Defective or unusual conditions of title rendering the title nonmarketable;
(h) The existence of conditions that endanger life or property by fire or other causes;
(i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;
(j) Environmental contamination of buildings or property;

(k.5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements; or

(l) If there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, "blighted area" also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs (a) to (k.5) of Section 31-25-103(2), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare.

The general methodology used to prepare the **Survey** involved the following steps: (i) identification of parcels to be surveyed; (ii) collection of information about properties, infrastructure and other improvements within its boundaries; (iii) investigation of conditions through field reconnaissance; (iv) review of aerial photography; (v) discussions with representatives of various public agencies and municipal departments; and (iv) recordation of identified and observed conditions listed in the **Act**.

Among the 11 qualifying factors listed above, the **Survey** showed the presence of all ten (10) blight factors in the **Area** that is the subject of this **Amended Plan.**

(a) Slum, deteriorated, or deteriorating structures
(b) Predominance of defective or inadequate street layout;
(d) Unsanitary or unsafe conditions;
(e) Deterioration of site or other improvements;
(f) Unusual topography or inadequate public improvements or utilities;
(g) Defective or unusual conditions of title rendering the title nonmarketable;
(h) Existence of conditions that endanger life or property by fire or other causes;
(i) Buildings that are unsafe or unhealthy to live or work in
(j) Environmental contamination of buildings or property; and
(k5) Existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

5.0 Amended Plan Relationship to Community Documents

5.1 Consistency with the Comprehensive Plan

Whereas this **Amended Plan's** purpose is to facilitate investment within its boundaries consistent with identified community's objectives, and since those objectives appear in the 2011 Glenwood Springs Comprehensive Plan; development within its boundaries will need to reflect the intentions expressed therein. As presented, future investment within the **Plan Area** will encourage and support the vision and directives presented below.

Key Directions of the Plan

Vision Statement

The city of Glenwood Springs desires to maintain its small-town character and preserve its cultural and natural resources by implementing a proactive plan to: achieve directed and balanced development, social and economic diversity; and address its transportation needs.

Community Goals

Community Goals of the 2011 Glenwood Springs Comprehensive Plan include:

- Promote long-term, sustainable, and diverse economic development;
- Maintain Glenwood Springs as the regional tourism, retail, commercial, and governmental center of Garfield County;
- Preserve Glenwood Springs' small-town character, while maintaining its livability, increasing its vibrancy, and growing the commercial success of its downtown;
- Address transportation needs and provide multiple convenient travel choices;
- Direct development and encourage building forms that are cost-effective to serve;
- Provide housing for the entire community;
- Support social diversity;
- Preserve cultural resources; and
- Protect natural resources.

Specific references regarding how investment in the **Plan Area** will advance these and other communitywide intentions, as presented in the **Comprehensive Plan**, are summarized in **Appendix A**.

6.0 Authorized Authority Undertakings and Activities

While the **Act** allows for a wide range of activities to be used in the furtherance of goals set out in an urban renewal plan, in the context of this **Amended Plan,** the **Authority** intends to use only those necessary to mitigate or eliminate those conditions adversely impacting properties and businesses within its boundaries. Among those undertakings and activities that may be considered are partnerships and similar forms of cooperative arrangements with owners of private property. Other powers conferred by the **Act,** and a likely component of the **Authority's** strategy for implementation of the Amended West Glenwood Springs Urban Renewal Plan, are described as follows.

6.1 Prepare and Modify Plans for the Plan Area

The **Authority** may work with public bodies, and retain consultants and other advisors to assist with the planning of properties in connection with redevelopment of the **Plan Area**. In addition, the **Authority** may propose, and the **City Council** may make modifications to the

Amended Plan, provided they are consistent with adopted community plans and any subsequent updates. However, any such amendments made and otherwise contemplated, must be compliant with the **Act**. The **Authority** may also, in specific cases, allow non-substantive variations from the provisions of the **Amended Plan,** if it determines that a literal enforcement would constitute an unreasonable limitation beyond the intent and purpose stated therein.

6.2 Complete Public Improvements and Facilities

The **Authority** may, or may cooperate with others to, finance, install, construct and reconstruct public improvements in accordance with the **Act**, and necessary to promote the objectives stated herein. Whereas public improvements should, whenever possible, stimulate desired private sector investment, it is the intent of this **Amended Plan** that the combination of public and private investment that occurs within its boundaries will benefit properties within its boundaries, as well as throughout the community.

As explained in Section 4.0, ten (10) of the 11 qualifying conditions of blight as defined in Section 31-25-103(2) of the **Act**, were evident in the **Plan Area**. As the **Plan's** administrator, the **Authority** will seek to most effectively leverage available resources in the furtherance of desired private investment, while also eliminating the spread of blighting conditions described in the **Survey** and generally characterized below.

- **(a)** **Slum, deteriorated, or deteriorating structures** – assist in financing physical improvements to Mall properties that will ensure the health, safety and well-being of its employees and customers;
- **(b)** **Predominance of defective or inadequate street layout** – assist in financing roadway enhancements including accommodations to ensure safe vehicular and non-vehicular mobility to and through the **Area**;
- **(d)** **Unsanitary or unsafe conditions** – assist in financing improvements between the Mall and adjacent properties to ensure the safety of visitors to, and users of, properties in the **Plan Area** including adequate fencing;
- **(e)** **Deterioration of site or other improvements –** see Factor (d).
- **(f)** **Unusual topography or inadequate public improvements or utilities** – assist in financing capital improvements (infrastructure and utility) necessary to support redevelopment and rehabilitation of private improvements;
- **(g)** **Defective or unusual conditions of title rendering the title nonmarketable** – assist in correcting conditions of title contributing to conditions of blight;
- **(h)** **Existence of conditions that endanger life or property by fire or other causes** – see Factor (a);
- **(i)** **Buildings that are unsafe or unhealthy to live or work in** – see Factor (a).

(j) **Environmental contamination of buildings or property** – assist with financing improvements and / or infrastructure to protect properties from possible impacts associated with past or future ~~contamining~~contaminating incidents;

(k5) **Existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements** – assist with eliminating conditions adversely impacting the economic potential of commercial properties operating in the **Plan Area**.

While the **Survey** offers documentation supporting the presence of ten (10) of the 11 total possible factors; all were either observed or identified at varying levels, with the most impactful being those associated with Factors (g) and (k5~~) specifically related to conditions of title affecting the economic viability of commercial properties within the **Plan Area** boundaries.~~).

~~Based on a detailed review of the lease agreement (herein referred to as the "**Lease**") between the owner of commercial properties within the **Plan Area**, Glenwood Springs Mall, LLLC (herein referred to as the "**Lessor**") and its anchor tenant, Ross Dress for Less, Inc. (herein referred to as the "**Lessee**"), dated June 10, 2011, there exist numerous provisions which extend extraordinary control to the **Lessee**, which effectively make it all-but impossible for the **Lessor** to freely manage the Mall properties in a manner appropriate for the market and commensurate with operators of comparable facilities.~~

As noted therein, inline space within the primary Mall building is approximately 90 percent vacant, compared to the citywide commercial vacancy rate of approximately 3 percent. The vacancy rate in the Mall building has not improved since the Original Plan was adopted. Given the health of commercial developments in other parts of the city, along with the limited number of comparable commercial tracts available for development, particularly in the rapidly growing western portion of the community; and finally, despite the subject properties' superior site attributes including access and visibility from the region-serving I-70 corridor, the Glenwood Springs Mall should be operating at or above market averages. ~~Further, real estate professionals familiar with commercial properties, their management and operations, are certain that the property's poor performance is largely due to certain provisions afforded the **Lessor** in their agreement that have proven to be injurious to the balance of the Mall and its other tenants.~~

~~Terms which are particularly harmful, and which actually impact approximately 86% of the Mall's interior space and exclude the Mall's out-parcels, include those summarized below:~~

~~control period (term during which adverse provisions apply) of10-years, plus four (4) five (5)-year options (essentially 30-years)~~
~~ability of **Lessor** to approve or restrict leasing to certain tenant types and merchandise lines offered by tenants~~

~~ability of **Lessor** to restrict expansion by other anchor tenants~~
~~ability of **Lessor** to restrict re-leasing efforts by other anchor tenants (JC Penney, former tenant Staples, current tenant Tractor Supply Co.)~~
~~ability of **Lessor** to control rental rates of tenants re-leasing inline space~~

~~These types of influences by a single tenant in a regional shopping center, particularly over a term roughly equivalent to the depreciable life of the property, effectively renders it obsolete and makes it all-but financially impossible to repurpose or redevelop, much less advance communitywide goals for this targeted Secondary Commercial Center.~~

~~6.3 Acquire and Dispose of Property~~

~~The **Authority** is authorized to acquire any interest in property by any method authorized in the **Act** including eminent domain, upon compliance with the requirements of the **Act**. The **Authority** may also sell, lease or otherwise transfer real property or any interest therein acquired by it as part of an **Urban Renewal Project** in accordance with the **Plan**.~~

~~If properties or property interests are acquired, upon their acquisition, and prior to its disposal; the **Authority** may temporarily operate, manage and maintain property if deemed in the best interest of the **Urban Renewal Project** and the **Plan**. It may also set aside, dedicate and transfer properties to public bodies for public uses in accordance with the objectives stated here, with or without compensation.~~

~~6.4~~6.3 Enter into Agreements

The **Authority** may enter into **Redevelopment and Development Agreements** and contracts with developers, property owners, individuals and other entities determined to be necessary to carry out the purposes of a plan. Such **Agreements**, or other contracts, may contain terms and provisions deemed necessary or appropriate for the purpose of undertaking contemplated activities, and remain in full force and effect, unless all parties to such **Agreements** agree otherwise.

In accordance with the **Act**, the **Authority** may also enter into one or more **Cooperation Agreements** with lawful entities for the purpose of financing, installing, constructing and / or reconstructing improvements considered eligible and necessary for implementation of the **Amended Plan**. In addition, it may, but is not required to, contract with a municipality or other organization for administrative support, including distribution of financial resources.

6.~~5~~4 Adopt Standards

The **Authority** may work with public bodies, and retain consultants and other advisors to assist with zoning and rezoning properties in the **Plan Area**. As stated previously, while the **Act** allows for the adoption of standards and other requirements applicable to projects undertaken in an urban renewal area, in the context of this **Amended Plan**, it is the **Authority's** intention that these activities will be conducted in cooperation with the **City**. Further, it is the intent of the **Authority** that all development within its boundaries meet or exceed applicable rules, regulations, policies, requirements, and standards of the **City,** and any other governmental entity with jurisdiction.

6.~~6~~5 Provide Relocation Assistance

The **Authority** will adopt a relocation plan in conformance with the **Act**, if relocation of individuals, families or business concerns is required because of acquisition activities of the **Authority**.

6.~~7~~6 Incur Debt and Issue Bonds

This **Plan** authorizes the **Authority** to borrow money and apply for and accept advances, loans, grants and contributions from all lending sources, private and public, for purposes identified herein and authorized by the **Act**. The **Authority** may also loan or make monetary resources available for undertakings and activities deemed meritorious and consistent with the **Act** and **Amended Plan**. These resources may be derived through any and all methods authorized in the **Act**, including the issuance of **Bonds** and participation in reimbursement agreements to finance the activities and operations of the **Authority**.

Such **Bonds** may be special obligations of the **Authority** which, as to principal, interest and premiums (if any), are payable solely from and secured only by a pledge of income, proceeds, revenues or funds of the **Authority** derived in connection with its undertakings and activities, including grants or contributions of funds received by outside sources.

6.~~8~~7 Sales Tax Increment Financing

As explained in Section 31-25-107 of the **Act**, an urban renewal plan may contain a provision for allocation of certain tax revenues in an urban renewal area; including incremental sales tax revenues of the municipality in excess of a **Base Amount** and when collected and deposited in a **Special Fund** of the **Authority** be used for a period not to exceed twenty-five (25) years after the effective date of the urban renewal plan, once approved, for the furtherance of its activities and undertakings.

The use of sales tax increment is hereby authorized by this **Amended** **Plan**, but shall be utilized by the **Authority** only following approval of an appropriate **Cooperation Agreement** by the board of the **Authority** and **City Council**.

7.0 Project Financing

7.1 Public Investment Objective

A critical component of any urban renewal initiative is participation by both the public and private sectors because no one entity typically has sufficient resources to overcome the financial hurdles frequently encountered in areas suffering from blight and deterioration. To this end, effectively leveraging multiple sources is often essential in order to advance initiatives necessary to attract private investment and grow jobs. Support for projects can take many forms including: monetary contributions, policy and regulatory reform, design support, and assistance with grant writing.

7.2 Financial Mechanisms

As explained above, the **Authority** may finance its undertakings pursuant to the **Amended** **Plan** by any method authorized under the **Act** or any other applicable law. In addition to incremental sales tax revenues, other financing vehicles available for urban renewal activities include, without limitation: issuance of notes, bonds, interim certificates, and certificates of indebtedness; along with other lawful obligations. The **Authority** may also borrow funds, access federal and state loans or grants, and earn interest income; as well as enter into reimbursement or annual appropriation agreements with public or private entities or any other lawful source; the principal, interest, costs and fees of which are paid for with available funds of the **Authority**.

7.3 Sales Tax Increment Revenues

It is the intent of the **City Council** in approving this **Amended** **Plan** that incremental property tax revenues will neither be collected nor used to further the objectives of the **Amended** **Plan**, or finance or refinancing, in whole or in part, the undertakings and activities of the **Authority**.

While this Amended West Glenwood Springs Urban Renewal Plan does not contemplate the use of *incremental* property tax revenues, the **City Council** may allocate incremental municipal sales tax revenues**,** if requested to do so, but only after receipt of a financing plan outlining the proposed amounts and purpose for which those resources are to be used and the approval of a **Cooperation Agreement** by the **Authority Board** as described above and herein.

The approval of such **Cooperation Agreement** by the **City** and **Authority** will not constitute a substantial modification, or the addition of a new activity or undertaking. Finally, approval of such a **Cooperation Agreement** will not extend this **Amended Plan** or the duration of a specific **Urban Renewal Project** in the **Plan Area** which is presently twenty-five (25) years after the effective date of the **Plan's** adoption.

7.4 Other Financing Mechanisms and Structures

Although the **Authority** is authorized to finance implementation **Urban Renewal Projects** in the **Plan Area** by any method authorized by the **Act**, at the time this **Amended Plan** was prepared, **City Council** remained committed to being judicious in their use of monetary resources, and instead make programs and other mechanisms available that can be used independently or in various combinations. Given the obvious and well-documented obstacles often associated with redevelopment, particularly in challenging environments, the **Authority** recognizes the importance of making their offerings as comprehensive, flexible and creative as possible.

8.0 Severability

If any portion of this **Amended Plan** is held to be invalid or unenforceable, such invalidity will not affect the remaining portions of the **Plan**. Further, if there is any conflict between the **Act** and this **Amended Plan**, the provisions of the **Act** shall prevail, and the language in the **Amended Plan** automatically deemed to conform to the **Law**.

Amended West Glenwood Springs Urban Renewal Plan

City of Glenwood Springs, Colorado

Appendix A:

2011 Glenwood Springs Comprehensive Plan References

2011 Glenwood Springs Comprehensive Plan References

Following are select references from the 2011 Glenwood Springs Comprehensive Plan that support the goals and objectives of this West Glenwood Springs Urban Renewal Plan.

Prologue / Executive Summary (taken largely verbatim)

The Evolution of a Community

Communities evolve over time. Glenwood Springs is different today than it was 20 years ago, and different than it will be 20 years into the future. The past 20 years of growth have brought new stores, bigger better schools, and a large hospital. Growth has also brought traffic congestion, different kinds of building styles, and higher taxes for services. The challenge of "change of course" is to have the positive impacts outweigh the negative ones. Surveys and public input conducted with this Plan update indicate that most people, on the whole, feel that Glenwood has gotten better since they've lived here.

The Comprehensive Plan is intended to help the city embrace its evolution by identifying key elements that need to be preserved and recommending or suggesting changes to those elements that need to be modified.

What makes a great, livable community? There are many interrelated factors—a "kit of parts." Each part of the Comprehensive Plan addresses community issues in numerous ways. Each part, or element, of the Plan interacts with the others to achieve the preferred future. All of the parts have been considered for their individual functions, as well as how they operate as a whole.

Current Challenges

Specific current challenges for Glenwood Springs include:

Competition in the Role as a Regional Commercial Center of the County

Over the last decade Rifle has eclipsed Glenwood Springs in population, and has attracted major retailers, as well as businesses. The potential growth from New Castle to Parachute means that the western portion of Garfield County will continue to attract both retail and residential development.

Vitality

The need to grow to maintain vitality is compounded by a lack of land for the community to expand. This forces an introspective look at all opportunities for infill and redevelopment—growing inward and upward instead of outward.

Significant but Uncertain Impacts from Increased Energy Exploration/Development in Garfield County

A dramatic, decade-long buildup of energy-related workers living in Garfield County (including those working in Rio Blanco County) made it more difficult to attract employees to non-energy industry jobs. Due to the lack of available housing, energy workers were finding temporary housing in area hotels and motels, thereby reducing the available supply of rooms for the tourism industry. However, this was followed in 2008/9 by a sudden drop in energy prices, exploration, and the workforce. Revised projections indicate a period of slow growth before energy exploration expands significantly. Ultimately, energy-related jobs are expected to level off in Garfield County. This has spurred renewed interest in the diversification of the economy in order to lessen the impacts of a single industry decline.

The Lack of Affordable Housing for its Workforce, Both Rental and For-Sale Housing

The affordability and availability of housing is acknowledged to be a regional issue that requires a regional response. However, currently each community within the Roaring Fork and Colorado River Valleys are addressing their individual housing needs.

According to the 2004 Local and Regional Travel Patterns Study, of those working in Glenwood Springs, only 32% live in Glenwood Springs. Of those living in Glenwood Springs, 41% commute to work somewhere else. A 2005 housing study indicated that the city needs 2,885 additional dwelling units between 2005 in order to catch-up and keep up with the demand for housing. Similarly, the more recent Strategic Housing Plan, approved in 2010, recommended a goal of creating between 20 and 25 units per year between now and 2015, but went on to recognize that the current requirement or providing community housing is based on new residential development, and the city likely will not meet that target.

Increased Traffic and Congestion on Grand Avenue

State Highway 82 (SH 82) is the Roaring Fork River Valley's sole, regional commuter corridor. It is also Glenwood Springs' historic Downtown main street where it is four lanes wide and carrying daily traffic loads of 25,000 to 29,000 cars and trucks, on average. The 2004 Local and Regional Travel Pattern Study indicated that 35% of all work trips, and virtually all freight and goods delivery vehicle trips in the Roaring Fork Valley, traveled SH 82 in and through Glenwood Springs. The amount of traffic carried by SH 82, and the highway's resulting impacts on the livability and survivability of Glenwood Springs' Downtown commercial core and nearby residential neighborhoods has been the topic of studies and discussions for decades. Recent projections show that SH 82 traffic volumes through Glenwood Springs will increase to between 47,900 and 52,000 vehicles per day by 2030.

Recent studies of traffic alternatives have increased the interest in, and concern about, a long-standing proposal for another alignment of SH 82 through Glenwood Springs, along the east side of the Roaring Fork River. This route has several possible alignments each of which has different cost implications, as well as impacts on the character of the community.

Community Character

As commercial development pressures increase, coupled with projections that the city needs to continue to grow and expand its workforce housing stock, how does Glenwood Springs maintain the small-town atmosphere that its residents and visitors prefer?

To Grow or Not to Grow

Consistent with regional growth policies, Glenwood Springs extended sewer services to developments south of the city along Four Mile Road, and entered into pre-annexation agreements that are still in-force. The county followed suit by designating these areas for urban development. Are those commitments, and that vision, still valid? If so, does it commit the city to extend its Urban Growth Boundary southward?

Finding Agreement on Complex Issues

Interrelatedness of Issues

Many of these issues are inter-related. Each part, or element, of the community interacts with the others, usually in multiple ways. For example, the location, density/intensity, mix/variety, and character/design of land uses dictate travel options and patterns. The location of school influences where utilities and roads are extended and where growth will follow. The alignment of an alternative route for SH 82 could impact the expansion of the Downtown to the west. Growing inward and upward allows continued vitality, but may change the character of the community. Land use decisions, how and where people live and businesses locate, profoundly influences behavior.

Regional Issues

Another factor adding to the complexity of issues in Glenwood Springs is the fact that many are regional issues. Glenwood Springs is not an island. Transportation, congestion, commuting patterns, affordable housing, the location of jobs; and even the quality of air, water, and native habitat, are not isolated to political boundaries. What happens in one area affects another, despite local efforts to positively address any or all of these issues.

Diversity of Opinion

Though consensus is the goal sought for addressing the community's issues, the public input process has demonstrated that there is a wide diversity of opinion on many of the issues confronting the city: the relocation of SH 82, the treatment of Grand Avenue, the mass and scale of the Downtown, potential annexations to the south of town, and the future use of the airport are just a few. As a result, the direction of the Comprehensive Plan represents a combination of public input and professional judgment.

The 2011 Glenwood Springs Comprehensive Plan brings direction to many of the issues that have confronted the community for years, and presents the next steps of action for the city to take shape and do so in a sustainable manner.

Sustainability is a concept that has only reached the public consciousness in the last couple of decades. The term is used to mean many different things. The simplest definition of sustainability is the ability to meet the needs of the present without compromising the ability of future generations to meet their needs. This means utilizing resources in a way that allows future generations to use them, also. The concept of sustainability applies to the environment, fiscal actions, and social responsibility.

Environmental sustainability respects natural systems and resources. This means reducing unnecessary waste, pollutants and energy usage in order to protect the quality of water, air and soils. It also means protecting the river corridors and mountain landscape, preserving important ecosystems and habitat.

Fiscal sustainability is living within one's means—as an individual or a community. This means avoiding growth patterns that cost more to serve than the tax revenues they produce. Outward, "greenfield" growth requires new services and infrastructure, whereas inward growth (infill and redevelopment) takes advantage of existing services and infrastructure, usually in a fiscally efficient manner.

Social sustainability means taking care of the community to ensure opportunities for proper shelter, food, education, and a healthy lifestyle. It also means that community efforts are equitable, ensuring that the benefits of development are distributed fairly across society. Another aspect of social sustainability is preservation and respect of cultures and heritage.

The physical design of the community can make it either easier or more difficult for a community to be socially sustainable. Creating places for people to gather and interact, and creating a variety of transportation modes adds to a community's vibrancy.

Sustainability is a key foundation of the 2011 Glenwood Springs Comprehensive Plan. Many of the concepts presented work concurrently and collaboratively so that Glenwood Springs can evolve toward a sustainable future.

Chapter 3 Community Character and Form

Strategies and Actions to Promote Community Character and Form

1. Direct Development into a Compact Form: Infill and Redevelopment

The city will maintain a compact urban form by growing inward and upward. Due largely to topographic constraints, the city has few opportunities for outward expansion. Primary opportunities for additional growth include the Downtown and *secondary commercial centers* such as the Glenwood Springs Mall, Roaring Fork Marketplace, and Confluence Areas; as well as commercial districts on Grand Avenue in the vicinity of 14th Street and 20th Street, and along US Highway 6. Encouraging a compact urban form and directing development where infrastructure already exists will allow for the efficient delivery of services, preservation of its small-town character, and protection of its cultural and natural resources.

Secondary Commercial Centers - There are a number of secondary commercial centers located throughout the city that provide convenient access to retail goods and services. In several cases, grocery stores serve as the anchor, supported by service operators, small shops, and restaurants. Many are surrounded by neighborhoods, and most were developed years ago in a "strip mall" style of development with large parking lots between buildings and public rights-of-way. As property values and retailing trends have changed, the format of these secondary centers are becoming somewhat obsolete, and several are being repurposed into mixed-use neighborhoods with retail, office and housing uses. Examples of these centers include:

- Safeway Site (20th Street and Grand Avenue) Current use: local groceries and associated retail
- City Market Site (14th Street and Grand Avenue) Current use: local groceries and associated retail
- Roaring Fork Marketplace / Wal-Mart (3200 block of South Glen Avenue) Current use: regional big box and office retail / services
- **West Glenwood Springs Mall (51000 block Hwy 6) Current use: regional big box, local and regional shopping**
- Glenwood Meadows (Wulfsohn Road / Midland Drive) Current use: regional big-box retail, local and regional shopping

The **Comprehensive Plan** envisions properties in the Glenwood Springs Mall area, as well as those located immediately to the north, as an integrated and redeveloped multi-use community with a significant element of medium- to high-density residential uses, internal system of sidewalks and community spaces; collectively offering a gathering place for residents and visitors in the far west end of town.

2. Create Sub-Area Plans for Center Redevelopment

The city will work with willing property owners to develop sub-area plans for Downtown and secondary commercial centers, in an effort to understand the feasibility of different redevelopment programs, refine the vision accordingly, and assign resources necessary to incent redevelopment.

Chapter 4 Economic Development

Strategies and Actions to Promote Economic Development

1. Create Opportunity - Allocate Adequate Land

In addition to limited opportunities within the city limits to host new industries and businesses, the land that is available will require a new zoning classification to allow for easier development of businesses. To this end, the city should consider revising the zoning code to allow for more flexibility related to uses within structures and sites. Similarly, there is also an inadequate supply of attractive and accessible office space, and commercial space configured to accommodate evolving retail trends. To this end, the City should consider facilitating redevelopment of existing buildings, conducting an analysis of existing spaces, and investigating opportunities for new development located immediately adjacent to the city limits and within its Urban Growth Boundary. A sample location for these types of activities includes the area around and including the Glenwood Springs Mall in west Glenwood.

2.

2. Retain, Enhance and Expand the Long-Standing Tourist Market

Tourism has long been an important component of the Glenwood Springs economy. The city should continue efforts to support the tourism market, its agencies, amenities, and facilities including Vapor Caves, Doc Holliday Grave Site, Glenwood Caverns, and Glenwood Hot Springs Pool. To this end, the city should preserve and enhance recreational opportunities (river access, kayak park, parks, and trails) and other city-owned assets in an effort to attract more tourists and encourage them to stay longer. The city should also consider enhancing the Downtown by creating pedestrian-oriented amenities, encouraging special shops and restaurants, lodging and events, so that it is a place where people want to live and visit. The city should consciously retain lodging units in other areas of the city, as well, including West Glenwood, Glenwood Meadows, and the Hwy 6 corridor.

3. Maintain Glenwood Springs Role as a Regional Center

Glenwood Springs should retain regional businesses that are convenient to regional clients. One step in doing this is to retain automobile dealership, highway-oriented services, and big box retail centers that serve the region.

Amended West Glenwood Springs Urban Renewal Plan

City of Glenwood Springs, Colorado

Appendix B:

Original and Amended West Glenwood Springs Urban Renewal Plan Area Legal Description

West Glenwood Springs Urban Renewal Plan Area

Legal Description

A parcel of land situated in Lots 1 and 2 and in the North 1/2 of the Southeast 1/4 of Section 6 Township 6 South, Range 89 West of the Sixth Principal Meridian, City of Glenwood Springs, County of Garfield, State of Colorado, said parcel being more particularly described as follows:

Tracts E and F as shown on the plat of the Resubdivision of Glenwood Springs Mall Subdivision, Except Tracts A, B, C & D, recorded as Reception Number 336102, on January 18, 1983 in the office of the Garfield County, Colorado, Clerk and Recorded; together with that portion of the right-of-way of Storm King Road situated between the northerly and southerly boundary lines said Resubdivision of Glenwood Springs Mall Subdivision, Except Tracts A, B, C & D, extended westerly to the easterly boundary line of the Glenwood Auto Plaza Subdivision as shown on the plat recorded as Reception Number 396937, on November 18, 1988 in the office of said Garfield County, Colorado, Clerk and Recorded; together with the right-of-way of U.S. Highway 6 & 24 situated between the westerly and easterly boundary lines of said Resubdivision of Glenwood Springs Mall Subdivision, Except Tracts A, B, C & D, extended southerly.

Section: 6 Township: 6 Range: 89 Subdivision: GLENWOOD SPRINGS MALL Lot: TR F

Section: 6 Township: 6 Range: 89 Subdivision: GLENWOOD SPRINGS MALL Lot: E

RESOLUTION 2020-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO AMENDING RESOLUTION 2018-60, RELATING TO THE CREATION OF THE GLENWOOD SPRINGS URBAN RENEWAL AUTHORITY

WHEREAS, Resolution 2018-60 found that one or more blighted areas exist in the City of Glenwood Springs and the need for the redevelopment and rehabilitation of such areas in accordance with the Colorado Urban Renewal Law; declared it to be in the best interest that the Glenwood Springs Urban Renewal Authority (GURA) exercise the powers provided by the Colorado Urban Renewal Law, Sections 31-25-101, *et seq.*, of the Colorado Revised Statutes (the "Act"); and designated the City Council and representatives of affected taxing bodies as the Urban Renewal Authority; and

WHEREAS, Resolution 2018-61 approved the West Glenwood Springs Urban Renewal Plan (the "Plan), and Resolution 2020-9 approved the Amended West Glenwood Springs Urban Renewal Plan (the "Amended Plan"); and

WHEREAS, the Amended Plan and Resolution 2020-9 removes and eliminates the GURA's authority to exercise eminent domain to acquire any property interests within the Urban Renewal Area identified in the Plan and Amended Plan.

WHEREAS, pursuant to the Amended Plan and Resolution 2020-09, City Council desires to amend Resolution 2018-60 to remove and eliminate the GURA's authority to exercise eminent domain to acquire any property interests within the Urban Renewal Area identified in the Plan and Amended Plan.

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

Section 1. A public hearing on the Amended Plan has been held by the City Council and a full opportunity to be heard has been granted to all residents and taxpayers of the City and all other interested persons.

Section 2. Pursuant to Resolution 2020-09 and the Amended Plan, the City Council hereby finds and declares that GURA's rights and powers shall not currently include the authority to exercise eminent domain to acquire any property interests within the Urban Renewal Area. GURA continues to have all other rights and powers under the Act.

Section 3. Resolution 2018-61 is hereby amended consistent with the findings herein.

INTRODUCED, READ AND PASSED THIS ___ DAY OF APRIL 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

____

Jonathan Godes, Mayor

ATTEST:

____

Catherine Mythen Fletcher, City Clerk

City Council
STAFF REPORT
City of Glenwood Springs
May 14, 2020

Agenda Item: IGA between the City of Glenwood Springs and RFTA for the Purchase of Property and the Performance of Transportation Projects

Action Requested: Approve the IGA between the City of Glenwood Springs and Roaring Fork Transportation Authority (RFTA) for the sale of the MOC and associated Contract to Buy and Sell Real Estate and Addendum thereto.

Department: Attorney

Presented By:

Background Info: The City's sale of the MOC was approved by an affirmative vote of a majority of the qualified voters in the April 14, 2020 election. The IGA and Contract to Buy and Sell Real Estate presented for City Council review and approval have been approved by RFTA. The Addendum reflects RFTA's counter-proposal regarding the City's contribution toward remediation costs.

Issues:

Staff Recommendation:

DRAFT

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLENWOOD SPRINGS AND THE ROARING FORK TRANSPORTATION AUTHORITY FOR THE PURCHASE OF PROPERTY AND THE PEFORMANCE OF TRANSPORTATION PROJECTS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into effective as of the ___ day of _________ 2020, regardless of the day actually signed, by and between the CITY OF GLENWOOD SPRINGS, COLORADO (the "City") and the ROARING FORK TRANSPORTATION AUTHORITY ("RFTA"), together "the Parties".

WHEREAS, the City has offered to sell and RFTA desires to purchase that real property, commonly known as the Glenwood Springs Municipal Operations Center (the "GMOC") and access road to the GMOC, described in that Contract to Buy and Sell Real Estate and the Addendum thereto (collectively the "Contract"), a copy of which Contract is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, upon the successful closing of the Contract RFTA has agreed to perform the following

- Provide $200,000 cash (an amount identified in RFTA's approved Destination 2040 Plan) for design and/or construction of the Elementary School and High School connections to the River Walk Trail and the crossing of the RFTA Rio Grande railroad corridor, and to make other trail and trail connection improvements along the Rio Grande Railroad Corridor within Glenwood Springs.

- Contribute $100,000 more than Glenwood Springs contributes for the Glenwood Springs/RFTA Corridor Study, reducing Glenwood Springs' estimated share to $241,000.

- Pay the expense for the demolition of the GMOC building, currently estimated to cost approximately $695,000.

NOW, THEREFORE, in consideration of the mutual covenants and agreements identified below, the Parties agree to this IGA as follows:

1. **Incorporation of Recitals.** The forgoing recitals are incorporated herein as if set forth in full.

2. **Purchase of GMOC by RFTA**.

a. Simultaneous with the execution of this Agreement the City and RFTA shall also execute the Contract attached hereto as Exhibit "A" for a purchase price of One Million Two Hundred and Sixty Thousand Dollars ($1,260,000) as provided therein, and shall proceed to close the Contract in accordance with its terms.

b. If the City wants to continue to use the GMOC on a temporary basis after closing of the Contract, the City and RFTA shall enter into a Use Agreement in the form attached as Exhibit "B,"

c. Transportation Projects. Following the closing of the Contract as set forth herein, RFTA shall proceed with the following projects that are of mutual interest to the City and RFTA:

- Provide $200,000 cash (an amount identified in RFTA's approved Destination 2040 Plan) for design and/or construction of the Elementary School and High School connections the River Walk Trail and the crossing of the RFTA Rio Grande railroad corridor, and to make other trail and trail connection improvements along the Rio Grande Railroad Corridor within Glenwood Springs.

- Contribute $100,000 more than Glenwood Springs contributes for the Glenwood Springs/RFTA Corridor Study, reducing Glenwood Springs' estimated share to $241,000.

- At the sole cost and expense of RFTA demolish the GMOC building, currently estimated to cost approximately $695,000.

3. **Public Record.** The Parties shall cause all documents necessary to fulfill the purposes of this IGA to be recorded in the Office of the Garfield County Clerk and Recorder.

4. **Preservation of Purpose and Survival.** No portion of this IGA shall be read or understood to alter, amend, or terminate the purpose and intent of the IGA or the rights and responsibilities of the Parties created therein. Any conflict between the provisions of this IGA shall be resolved by the Parties in a manner agreed to be the least disruptive to the preservation of the IGA's purpose.

5. **Breach and Notice.** If either Party fails to perform its respective obligations under this Agreement, the non-breaching Party shall provide thirty (30) days' notification of such failure to the breaching Party's representative as provided in paragraph 17. If the breaching Party fails to correct or remedy the breach, the non-breaching Party may proceed in law or equity to seek injunctive relief, specific performance, and/or damages incurred as a result of the Breach. With regard to the Contract attached as Exhibit "A", however, the terms of the Contract shall control.

6. **Good Faith.** There is an obligation of good faith on the part of the Parties, including the obligation to make timely communication of information that may reasonably be believed to be material to the other Party.

7. **No Waiver of Governmental Immunity Act.** Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act for or by either Party. C.R.S. § 24-10-101 *et seq.*

8. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the Parties other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither Party shall have the express or implied right to act for, on behalf of, or in the name of the other Party.

9. **No Third-Party Beneficiary.** No third party may enforce or rely upon this IGA.

10. **Term of Agreement.** This IGA shall become effective upon signature of the last Party to sign and will terminate upon completion of the Transportation Projects described in Paragraph 2(c) except as otherwise provided for herein. All rights concerning remedies, fees and costs shall survive termination of this IGA.

11. **Amendment and Assignment.** This IGA may be amended by the Parties solely through a written agreement signed by both Parties. This IGA may not be assigned by either Party.

12. **Counterparts.** This IGA may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed the same instrument. Facsimile or photographic signatures of either Party to this IGA or subsequent modifications thereto, shall be effective for all purposes.

13. **Governing Law, Venue and Survival.** The laws of the State of Colorado to the extent not preempted by federal law shall govern the validity, performance and enforcement of this IGA. Should either Party institute legal action for enforcement of this IGA, venue of such action shall be in the United States District Court for the District of Colorado, if the court has jurisdiction; otherwise, any such action shall be filed in Garfield County, Colorado.

14. **Whole Agreement.** This IGA sets forth the whole agreement of the Parties. No representations, either verbal or written, shall be considered binding on either Party to the extent not set forth herein.

15. **Section Headings.** The section headings in this IGA are inserted only for the purpose of convenient reference and are in no way to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

16. **Authority.** Each Party signing this IGA represents and warrants that the individual is fully authorized to enter into and execute this IGA and to bind the Party it represents to the terms and conditions thereof.

17. **Notice and Representatives.** All notices required under this IGA shall be transmitted in writing and shall be deemed duly given when hand-delivered or sent by certified mail, return receipt requested and postage prepaid, or by electronic communication, addressed to the designated representative(s) as follows:

To City: City of Glenwood Springs
Attn.: City Manager
101 West 8th Street
Glenwood Springs, CO 81601

With copy to: City of Glenwood Springs.
Attn.: City Attorney
101 West 8th Street
Glenwood Springs, CO 81601

To RFTA: Roaring Fork Transportation Authority
Attn.: Chief Executive Officer
2307 Wulfsohn Road
Glenwood Springs, CO 81601

With copy to: Roaring Fork Transportation Authority
RFTA General Counsel
2307 Wulfsohn Road
Glenwood Springs, CO 81601

18. **Change of Representatives.** Either Party may, in its sole discretion, change its individual designated representative and the address to which future notices shall be sent by providing written notice to the other Party.

19. **Severability.** Should any provision of this IGA be found to be in conflict with any law of the United States or the State of Colorado or to otherwise be unenforceable, the remaining provisions shall be deemed severable and the validity of such shall not be affected provided that the remaining provisions can be construed in substance to constitute the agreement which the parties intended to enter into under this IGA.

IN WITNESS WHEREOF, the City and RFTA have executed duplicate originals of this Agreement.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

________________________________	By: ________________________________
Catherine Mythen Fletcher, City Clerk	Jonathan Godes, Mayor

Date: ______________________________

ROARING FORK TRANSPORTATION AUTHORITY

ATTEST:

_________________________________ By: _________________________________

Secretary Art Riddle, Chair

Date: _________________________________

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS3-6-18) (Mandatory 1-19)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

(☐ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)

Date: **February 1, 2020**

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. **Roaring Fork Transportation Authority** (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☐ **Other** ________.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. **City of Glenwood Springs** (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of **Garfield**, Colorado:

See Exhibit "1" attached hereto

known as No. ________ **GlenwoodSprings** **CO** **81601**,
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions - Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including _______ remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under **Due Diligence Documents**): ☐ **None** ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except **None**. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price: **Fixtures and Furniture**

2.5.5. Parking and Storage Facilities. The use or ownership of the following parking facilities: ______________________________; and the use or ownership of the following storage facilities: **All appurtenant to property** .
Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.6. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:
All trade fixtures on the property

The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except **None** ______________________________. Conveyance will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions):

2.7. Water Rights/Well Rights.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights: **All appurtenant to the property**

Any deeded water rights will be conveyed by a good and sufficient ____________________ deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3 and 2.7.4, will be transferred to Buyer at Closing:

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is ____________________.

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:
N/A

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	**N/A**
		Title	
2	§ 8.1, 8.4	Record Title Deadline	**45 days from MEC**
3	§ 8.2, 8.4	Record Title Objection Deadline	**50 days from MEC**
4	§ 8.3	Off-Record Title Deadline	**45 days from MEC**
5	§ 8.3	Off-Record Title Objection Deadline	**50 days from MEC**
6	§ 8.5	Title Resolution Deadline	**55 days from MEC**
7	§ 8.6	Right of First Refusal Deadline	**N/A**
		Owners' Association	
8	§ 7.2	Association Documents Deadline	**N/A**
9	§ 7.4	Association Documents Termination Deadline	**N/A**
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	**30 days from MEC**
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	**30 days from MEC**

		Loan and Credit	
12	§ 5.1	New Loan Application Deadline	**N/A**
13	§ 5.2	New Loan Termination Deadline	**N/A**
14	§ 5.3	Buyer's Credit Information Deadline	**N/A**
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	**N/A**
16	§ 5.4	Existing Loan Deadline	**N/A**
17	§ 5.4	Existing Loan Termination Deadline	**N/A**
18	§ 5.4	Loan Transfer Approval Deadline	**N/A**
19	§ 4.7	Seller or Private Financing Deadline	**N/A**
		Appraisal	
20	§ 6.2	Appraisal Deadline	**N/A**
21	§ 6.2	Appraisal Objection Deadline	**N/A**
22	§ 6.2	Appraisal Resolution Deadline	**N/A**
		Survey	
23	§ 9.1	New ILC or New Survey Deadline	**30 days from MEC**
24	§ 9.3	New ILC or New Survey Objection Deadline	**50 days from MEC**
25	§ 9.3	New ILC or New Survey Resolution Deadline	**55 days from MEC**
		Inspection and Due Diligence	
26	§ 10.3	Inspection Objection Deadline	**50 days from MEC**
27	§ 10.3	Inspection Termination Deadline	**55 days from MEC**
28	§ 10.3	Inspection Resolution Deadline	**60 days from MEC**
29	§ 10.5	Property Insurance Termination Deadline	**N/A**
30	§ 10.6	Due Diligence Documents Delivery Deadline	**30 days from MEC**
31	§ 10.6	Due Diligence Documents Objection Deadline	**40 days from MEC**
32	§ 10.6	Due Diligence Documents Resolution Deadline	**50 days from MEC**
33	§ 10.6	Environmental Inspection Termination Deadline	**55 days from MEC**
34	§ 10.6	ADA Evaluation Termination Deadline	**55 days from MEC**
35	§ 10.7	Conditional Sale Deadline	**N/A**
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	**N/A**
37	§ 11.1, 11.2	Estoppel Statements Deadline	**N/A**
38	§ 11.3	Estoppel Statements Termination Deadline	**N/A**
		Closing and Possession	
39	§ 12.3	Closing Date	**60 days from MEC**
40	§ 17	Possession Date	**At Closing**
41	§ 17	Possession Time	**At Closing**
42	§ 28	**Acceptance Deadline Date**	**09/22/2019**
43	§ 28	**Acceptance Deadline Time**	**5:00 p.m.**

3.2. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. If any deadline blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	**$ 1,260,000**	
2	§ 4.3	Earnest Money		$ **N/A**
3	§ 4.5	New Loan		$ **N/A**
4	§ 4.6	Assumption Balance		$ **N/A**
5	§ 4.7	Private Financing		$ **N/A**
6	§ 4.7	Seller Financing		$ **N/A**

7				
8				
9	§ 4.4	Cash at Closing		$ 1,260,000
10		**TOTAL**	$	$ 1,260,000

4.2. Seller Concession. At Closing, Seller will credit to Buyer $____________ (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a N/A, will be payable to and held by N/A (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this Contract, [X] **Does** [ ] **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

4.5.1. Buyer to Pay Loan Costs. Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30 (Additional Provisions).

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans: [ ] **Conventional** [ ] **Other** ____.

4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1 (Price and Terms), presently payable at $____________ per ______________ including principal and interest presently at the rate of _______% per annum and also including escrow for the following as indicated: [ ] **Real Estate Taxes** [ ] **Property Insurance Premium** and [ ] ____.

Buyer agrees to pay a loan transfer fee not to exceed $____________. At the time of assumption, the new interest rate will not exceed _______% per annum and the new payment will not exceed $____________ per ______________ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than $____________, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 25.1 on or before **Closing Date**.

Seller [ ] **Will** [ ] **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery [ ] on or before **Loan Transfer Approval Deadline** [ ] at **Closing** of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by ___________ in an amount not to exceed $____________.

4.7. Seller or Private Financing.

WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer** ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before ________ days before **Seller or Private Financing Deadline.**

4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to Seller, including its payments, interest rate, terms, conditions, cost and compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**, if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. New Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

5.2. New Loan Review. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions and cost of such New Loan. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 25.1, on or before **New Loan Termination Deadline**, if the New Loan is not satisfactory to Buyer, in Buyer's sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is based on the Appraised Value (defined below) or the Lender Requirements (defined below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE,** except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline.**

5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline.** For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 25.1, on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraisal Condition. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATION. This Section is applicable if the Property is located within a Common Interest Community and subject to the declaration (Association).

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and 7.3.5, collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

[X] **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, [ ] an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

[ ] **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment [X] **Will** [ ] **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by [ ] **Buyer** [X] **Seller** [ ] **One-Half by Buyer and One-Half by Seller** [ ] **Other** ______________________.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.5 (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's inclusion in a special taxing district as unsatisfactory to Buyer.

8.5. Right to Object to Title, Resolution. Buyer's right to object, in Buyer's sole subjective discretion, to any title matters includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

8.5.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.5.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, a: 1) [ ] **New Improvement Location Certificate (New ILC)**; or, 2) [X] **New Survey** in the form of **See Addendum "A" attached hereto** ____________; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. [X] **Seller** [ ] **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: [X] **Seller** [ ] **Buyer** or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and ____________________ will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an **"As Is"** condition, **"Where Is"** and **"With All Faults."**

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct; or

10.3.2. Terminate. On or before the **Inspection Termination Deadline,** notify Seller in writing, pursuant to § 25.1, that this Contract is terminated due to any unsatisfactory condition. **Inspection Termination Deadline will be on the earlier of Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.**

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. If the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

[X] **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;

[ ] **10.6.1.2.** Property tax bills for the last _______ years;

[X] **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

[X] **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;

[X] **10.6.1.5.** Operating statements for the past __5__ years;

[ ] **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;

[X] **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

[ ] **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

[X] **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past ________ years;

[X] **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3);

[X] **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

[X] **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

[X] **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

[ ] **10.6.1.14.** Other documents and information:

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

10.6.3. Zoning. Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. [ ] **Seller** [X] **Buyer** will order or provide [X] **Phase I Environmental Site Assessment**, [ ] **Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or [ ] ______________________, at the expense of [ ] **Seller** [X] **Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by 30 days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, [ ] **Seller** [X] **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as N/A. Buyer has the Right to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). [Intentionally Deleted]

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

11. ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline.**

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 25.1, on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably-required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions [ ] **Are** [ ] **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by **Title Company**.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing. However, if the box is checked, the parties agree to use the corresponding deed instead:

[X] general warranty deed [ ] bargain and sale deed [ ] quit claim deed [ ] personal representative's deed [ ] __________ deed.

13.1. Special Warranty Deed and General Warranty Deed Exceptions. If title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed subject to:

13.1.1. General taxes for the year of Closing,

13.1.2. Distribution utility easements (including cable TV),

13.1.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with § 8.3 (Off-Record Title) and § 9 (New ILC or New Survey),

13.1.4. Inclusion of the Property within any special taxing district,

13.1.5. Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing and

13.1.6. Other ____.

13.2. Special Warranty Deed. In addition to the requirements of § 13.1, if title will be conveyed by a special warranty deed, Seller will warrant title against all persons claiming by, through or under Seller subject to those specific recorded exceptions, if any, created during Seller's ownership of the Property and described by reference to recorded documents shown as Exceptions in the Title Documents that are accepted by Buyer in accordance with § 8.2 (Record Title) and described in the deed by reference to the specific recording information for each recorded document.

13.3. General Warranty Deed. In addition to the requirements of § 13.1, if title will be conveyed by a general warranty deed, Seller will warrant the title subject to those specific recorded exceptions described by reference to recorded documents shown as Exceptions in the Title Documents that are accepted by Buyer in accordance with § 8.2 (Record Title) and described in the deed by reference to the specific recording information for each recorded document.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by [ ] **Buyer** [ ] **Seller** [X] **One-Half by Buyer and One-Half by Seller** [ ] **Other** ______________________________.

15.3. Status Letter and Record Change Fees. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter must be paid by [X] **None** [ ] **Buyer** [ ] **Seller** [ ] **One-Half by Buyer and One-Half by Seller**. Any Record Change Fee must be paid by [X] **None** [ ] **Buyer** [ ] **Seller** [ ] **One-Half by Buyer and One-Half by Seller.**

15.4. Local Transfer Tax. [ ] **The Local Transfer Tax** of ________% of the Purchase Price must be paid at Closing by [X] **None** [ ] **Buyer** [ ] **Seller** [ ] **One-Half by Buyer and One-Half by Seller.**

15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by [X] **None** [ ] **Buyer** [ ] **Seller** [ ] **One-Half by Buyer and One-Half by Seller.** The Private Transfer fee, whether one or more, is for the following association(s): ____________________________ in the total amount of ____% of the Purchase Price or $_______________.

15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed $____________ for:

[ ] Water Stock/Certificates [ ] Water District

[ ] Augmentation Membership [ ] Small Domestic Water Company [ ] ______________________

and must be paid at Closing by [X] **None** [ ] **Buyer** [ ] **Seller** [ ] **One-Half by Buyer and One-Half by Seller**

15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by [X] **None** [ ] **Buyer** [ ] **Seller** [ ] **One-Half by Buyer and One-Half by Seller.**

15.8. FIRPTA and Colorado Withholding.

15.8.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller [ ] **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.8.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on [X] **Taxes for the Calendar Year Immediately Preceding Closing** [ ] **Most Recent Mill Levy and**

Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other** ____.

16.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.

16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and ____________________________________. Association Assessments are subject to change as provided in the Governing Documents.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan and All Utilities.

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

17. POSSESSION. Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of $_________________ per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before

Closing Date, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

19.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

21.1. If Buyer is in Default:

☐ **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies <u>unless the box in § 21.1.1. is checked</u>. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

22. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

23. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

24. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

25. TERMINATION.

25.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

25.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder will be returned to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

27. NOTICE, DELIVERY AND CHOICE OF LAW.

27.1. Physical Delivery and Notice. Any document, or notice to Buyer or Seller must be in writing, except as provided in § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

27.2. Electronic Notice. As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or **None**.

27.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

27.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

28. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

29. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**; **Title Insurance, Record Title and Off-Record Title**; **New ILC, New Survey**; and **Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence**.

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

See Addendum "A" attached hereto and made a part hereof.

31. OTHER DOCUMENTS.

31.1. The following documents **are a part** of this Contract:

Addendum "A"

31.2. The following documents have been provided but are **not** a part of this Contract:

N/A

SIGNATURES

Buyer's Name: **Roaring Fork Transportation Authority**

Buyer's Signature Date

Address: **2307 Wulfsohn Road**
Glenwood Springs, CO 81601
Phone No.: **970-384-4981**
Fax No.:
Email Address: **dblankenship@rfta.com**

Buyer's Name:

Buyer's Signature Date

Address:
Phone No.:
Fax No.:
Email Address:

[NOTE: If this offer is being countered or rejected, do not sign this document.

Seller's Name: **City of Glenwood Springs**

Seller's Signature Date

Address: **101 West 8th Street**
Glenwood Springs, CO 81601
Phone No.: **970-384-6400**
Fax No.:
Email Address:

Seller's Name:

Seller's Signature Date

Address:
Phone No.:
Fax No.:
Email Address:

END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a ☐ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction. ☐ This is a **Change of Status.**

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ **Listing Brokerage Firm** ☐ **Buyer** ☐ **Other** ____________.

Brokerage Firm's Name: ______________________________
Brokerage Firm's License #: ______________________________
Broker's Name: ______________________________
Broker's License #: ______________________________

____
Broker's Signature Date

Address: ______________________________
____
Phone No.: ______________________________
Fax No.: ______________________________
Email Address: ______________________________

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction. ☐ This is a **Change of Status.**

☐ **Customer.** Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** ____________.

Brokerage Firm's Name: ______________________________
Brokerage Firm's License #: ______________________________
Broker's Name: ______________________________
Broker's License #: ______________________________

____
Broker's Signature Date

Address: ______________________________
____
Phone No.: ______________________________
Fax No.: ______________________________
Email Address: ______________________________

836

ADDENDUM "A" TO THAT CERTAIN
COMMERCIAL CONTRACT TO BUY AND SELL REAL ESTATE
DATED ____________, BY
THE CITY OF GLENWOOD SPRINGS, AS SELLER
AND
THE ROARING FORK TRANSPORTATION AUTHORITY, AS BUYER

THIS ADDENDUM is entered into simultaneously with that Commercial Contract to Buy and Sell Real Estate hereinabove referenced ("Contract") and is supported by the same considerations as expressed therein and the mutual terms, conditions, and covenants set forth below. In the event of any conflict between the Contract and this Addendum, the provisions of this Addendum shall control. The Contract and this Addendum are sometimes collectively hereinafter referred to as "this Contract."

1. <u>The Property</u>. The Property, described in Paragraph 2.4 of the Contract and Exhibit “1” as “Property A”, is an approximately 11 acre parcel commonly known as the Glenwood Springs Operations Center Property (“GMOC”) that is part of a larger parcel to be subdivided by Seller at Seller’s sole expense into a separate parcel before it can be conveyed to Buyer. Exhibit 1 is a preliminary version of the Glenwood Springs Municipal Operations Center subdivision map prepared by Schmueser Gordon Meyer. The Property shall include: (a) all easements, rights of way, and vacated roads, including, but not limited to, the .62 acre access road leading to the GMOC, streets and alleys, adjacent or appurtenant to the Property which shall be depicted on the survey provided by Seller; (b) all buildings, fixtures, and improvements on the Property (the "Improvements"); (c) all of Seller's right, title, and interest in and to all utility taps and deposits, licenses, permits, contract rights, warranties and guarantees, impound accounts, security and damage deposits, and all variations thereof, and all other intangible personal property associated with or related to the Property or the Improvements to be conveyed by Bill of Sale; (d) all of Seller's right, title, and interest in and to all water, ditch, reservoir, and well rights, interests and priorities, decreed or undecreed, tributary and nontributary, customarily used with or upon the Property or appurtenant thereto to be conveyed by Bill of Sale; (e) all furnishings, furniture, equipment, machinery, supplies, and the personal property owned by Seller, that Seller does not remove from the Property at the conclusion of Seller’s occupancy on or before July 13, 2020 and made a part hereof to be conveyed by Bill of Sale; and (f) all of Seller’s right, title and interest in and to the cell tower on the Property and all mobile equipment and apparatus attached or related thereto.

Seller will create an easement covering the entire 0.614 acre access parcel for access, drainage and utilities. This will be finalized on the platting.

Notwithstanding the above, Seller shall be entitled to reserve an easement, as depicted on Exhibit 1 for existing electric and fiber optic lines; subject, however, to Buyer’s right, in Buyer’s sole discretion, to relocate the easement in furtherance of Buyer’s development and use of the Property.

2. <u>Title Insurance</u>. The title insurance package referred to in paragraph "7" shall be issued on the ALTA 1987 owner's form with the standard printed exceptions deleted.

3. Subdivision and Survey. On or before thirty (30) days after MEC as defined herein, Seller, at Seller's expense, shall provide copies of a boundary and improvement survey of the Property prepared from an on the ground inspection by a surveyor licensed in the State of Colorado. Such survey shall consist of an improvement survey Plat as defined in C.R.S. § 38-51-100.3, which survey shall appropriately locate all boundary corners of the Property not previously located. Such survey shall be dated as of a date no earlier than the date of this Contract and shall contain: (a) the correct legal description of the Property by platted lot description if the Property is platted, otherwise by metes and bounds descriptions; (b) all property dimensions of the Property and the location of all boundary corners of the Property; (c) the number of square feet contained within the Property; (d) the location of any all easements and rights of way which are revealed by physical inspection of the Property or the commitment and showing the recorded information for any easement and right of way created by a recorded instrument; and (e) the location of any and all improvements located on, under, or encroaching onto the Property including, but not limited to, any and all buildings, sidewalks, driveways, paved parking areas, roads, poles, overhead power lines, and fences.

It shall be considered a defect in title hereunder if any improvement located on the Property encroaches upon adjacent lands or if any improvements on adjacent lands encroach upon the Property or into zoning setbacks.

Such survey shall include the surveyor's certificate to Buyer and to the title insurance company providing the title insurance under the Contract, setting forth and verifying the accuracy of the legal description, shall certify that all the foregoing requirements are truly and accurately shown on the plat of such survey.

In the event Seller fails to complete the above items as specified herein, then Buyer, at Buyer's sole option and discretion, may declare this Contract null and void and of no further force and effect and have all earnest money, including interest, returned therewith, or in the alternative, Buyer may waive Seller's nonperformance and proceed to closing.

In the event such survey discloses any discrepancies in the location of boundaries or compliance with setback requirements or encroachments, Buyer, at Buyer's sole option, shall be entitled to terminate this Contract by written notice delivered to Seller on or prior to the survey objection deadline, whereupon all amounts therefor paid by Buyer as earnest money, if any, or other things of value shall be promptly refunded to Buyer and the parties shall have no further obligation or liabilities to each other.

4. Conditions Precedent to Buyer's Obligation.

4.1 Buyer's obligation to perform under this Contract is subject to and contingent upon satisfaction or waiver of each and every one of the following conditions:

a. Subdivision of the Property by Seller, at Seller’s sole cost and expense as provided in paragraph 3 of this Addendum.

b. Approval of funding this contract by the RFTA Board, by written resolution no later than thirty (30) days after MEC as defined herein. In the event said approval is not granted, this Contract shall terminate and all earnest money deposits shall be returned to Buyer.

c. The ability of the issuer of the Title Commitment to issue its policies of title insurance, upon recordation of Seller's General Warranty Deed to Buyer, insuring title to the Property.

d. The truth and accuracy, as of closing, of the representations and warranties of Seller contained in this Contract.

e. Buyer's written approval, in Buyer's sole and subjective discretion, of the Property and all systems and conditions thereat (including, without limitation, heating, electrical, plumbing, paving, amenities, water, and roof, and geological and soils conditions), pursuant to physical inspection by Buyer or by whomsoever Buyer may designate on or before thirty (30) days after MEC as defined in this Addendum. Except as otherwise provided herein, no inference that Buyer has waived any right to rely on representations or warranties of Seller set forth in this Contract shall be drawn by Buyer's approval of the Property pursuant to said physical inspection.

f. There being no adverse change in the Property from the date of this contract to closing.

g. Seller shall place into Escrow $50,000 to be used by Seller to pay one-half of Seller's costs incurred to remediate recognized environment conditions (RECs) existing on the Property at such time as Seller terminates occupancy of the Property and resulting from Seller's fueling activities on the Property. Seller's total obligation to Buyer for remediation shall be 1/2 of total remediation costs or $50,000, whichever is less. In the event ½ of remediation costs is less than $50,000, any balance in Escrow shall be returned to Seller. Buyer shall provide Seller and the Escrow Agent with an itemized accounting of remediation costs prior to withdrawing funds from Escrow for remediation.

5. Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Buyer, which shall be true as of closing and shall survive closing, and which are not intended to replace or limit in any manner any express or implied warranty provided under applicable law:

5.1 Seller has received no notice of nor does it have any knowledge of any pending or threatened action or governmental proceeding in eminent domain or zoning change that would affect the Property, nor does Seller know of any fact that might give rise to any such proceeding. The zoning of the property shall permit Buyer's intended use as a bus maintenance and storage facility.

5.2 No person or entity has any right, title or interest in or to the Property other than Seller.

5.3 There is no maintenance, construction, advertising, leasing, employment, service or other contract affecting the Property which will be in effect at closing, except those that may be disclosed in connection with the title commitment.

5.4 Seller acknowledges Buyer's intent to demolish all GMOC structures; those items that Seller desires to salvage will be salvaged prior to closing. .

5.5 There is no mechanic's or materialman's lien or similar claim or lien presently claimed or which will be claimed against the Property for work performed or commenced prior to closing. Seller agrees to hold Buyer harmless from all costs, expenses, liabilities, losses or charges arising from or relating to any such mechanic's liens.

5.6 Seller has the capacity and authorization to enter into and carry out this Contract and the transactions contemplated hereby.

5.7 Seller shall not, prior to closing, cancel or reduce the amount of coverage of any insurance policy covering the Property or any part thereof.

5.8 There is no suit, action or arbitration, or legal or other proceeding or governmental investigation pending or threatened which affect the Property or Seller's rights and obligations pursuant to this Contract.

5.9 This Contract, when executed by Seller, shall have been duly and properly executed, and neither the execution of this Contract nor the consummation of the transactions contemplated hereby will constitute a default or an event which, with notice or the passage of time, or both, would constitute a default under, or violation or breach of, any indenture, mortgage, deed of trust or other instrument or agreement to which Seller is a party or by which Seller or the Property may be bound.

5.10 To the best of Seller's knowledge and that of Seller's agents and employees, no public improvements have been ordered, threatened, announced or contemplated, and there are no public improvements assessed against the Property which have not been fully paid as of the date of closing.

5.11 Seller has made no materially untrue statement or representation in connection with this Contract, and all items from Seller transferred to Buyer are true and correct copies of what they purport to be. Said items have not been amended or modified, other than as also transferred to Buyer. Seller has not failed to state or disclose any material fact in connection with the transactions contemplated by this Contract.

6. Inspection and Possession. Upon execution of this Contract, Buyer, through its authorized agents, personnel and employees, shall be entitled to enter upon the Property in a reasonable manner during normal business hours to make such inspection as Buyer may deem

necessary, provided that (1) such entrance and Buyer's activities shall not interfere with Seller's use of the Property; (2) inspections, surveys, and test borings shall be permitted, but no construction of any type shall be allowed; (3) Buyer shall at all times comply with applicable laws and ordinances and shall hold Seller harmless from any and all liability and liens on account of Buyer's activities on the Property; (4) Buyer shall engage in no activity that could lead to or cause erosion, permanent harm, damage or littering to or of the Property; (5) Buyer shall leave the Property in the same condition as when such entrance occurred; and (6) it shall be Buyer's responsibility and obligation to cause Buyer's employees agents, and contractors to comply fully with the letter and spirit of this subparagraph. Seller shall deliver full possession to Buyer at closing; however, the Buyer may allow Seller continued use of portions of the Property in accordance with that a mutually acceptable Use Agreement.

7. Notices. All notices, consents, and approvals required by this Contract shall be in writing and shall be placed in the U.S. mail, certified, return receipt requested, properly addressed, and with the full postage prepaid. Said notices, consents, and approvals shall be deemed received on the earlier of (i) the date actually received, or (ii) three (3) business days after being mailed as aforesaid.

Said notices, consents, and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To Seller:	City of Glenwood Springs Attn.: Debra Figueroa 101 West 8th Street Glenwood Springs, Colorado 81601
With a copy to:	Karl Hanlon, Esq. Karp, Neu Hanlon, P.C. 201 14th Street, Suite 200 Glenwood Springs, CO 81602
To Buyer:	Roaring Fork Transit Agency Attn.: Dan Blankenship, CEO 2307 Wulfsohn Road Glenwood Springs, Colorado 81601
With a copy to:	Paul J. Taddune, Esq. Paul J. Taddune, P.C. 323 West Main, Suite 301 Aspen, Colorado 81611

8. Entire Contract. This Addendum, together with the Contract, the Intergovernmental Agreement between the City of Glenwood Springs and the Roaring Fork Transportation Authority for the Purchase of Property and the Performance of Transportation Projects, and all exhibits referred to herein, constitute the entire understanding between the parties hereto, and

supersedes any and all prior agreements, arrangements, and understandings among the parties hereto.

9. Exhibits. All exhibits attached hereto are hereby incorporated by reference and made a part hereof.

10. Amendments. This Contract can be amended only in writing signed by Buyer and Seller.

11. Buyer's Approvals and Disapprovals. Buyer's rights to approve or disapprove matters relating to the Property as provided for in this Contract shall be in the sole discretion of Buyer, and no such approval shall affect Seller's representations and warranties herein or waive any rights of Buyer to rely upon the representations and warranties of Seller, unless Buyer's approval so provides.

12. Further Actions. Buyer and Seller agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Contract or any agreement or document relating hereto or entered into in connection herewith.

13. Payment of Encumbrances. Any encumbrance required to be paid shall be paid at or before the time of settlement from the proceeds of this transaction or from any other source.

14. Property Information. Seller, without additional cost to Buyer, within thirty (30) days after MEC as defined in this Addendum, shall deliver to Buyer copies of all surveys, engineering studies, feasibility studies, soil and water test results, maps, plats, contracts, documents, agreements, permits, licenses, reports, and data pertaining to or affecting the Property that are in Seller's possession or under Seller's control. In the event of termination of this Contract for any reason other than Seller's default, Buyer, without additional cost to Seller, shall promptly deliver to Seller copies of all of the above listed materials pertaining to the Property that are in Buyer's possession or under Buyer's control.

15. Electronic Signatures. Signatures obtained electronically shall be deemed legal and binding for purposes of this Contract. Copies of the contract with original ink signatures shall be forwarded to all parties within ten (10) days after their execution.

16. Time. In the event the last day permitted for the performance of any act required or permitted under this Contract falls on a Saturday, Sunday or holiday, the time for such performance shall be extended to the next succeeding business day.

17. Attorneys' Fees. Should this Contract become the subject of litigation to resolve a claim of default in performance by either party, the party who is determined to be in default shall pay the attorneys' fees, expenses, and court costs of the non-defaulting party.

18. Hazardous Waste.

18.1 Hazardous Waste Inspection. Buyer shall employ a qualified independent consultant acceptable to Buyer to inspect the property for the purpose of determining the existence, nature and location of any environmental contamination or condition found on the property (such inspection and report called the "Hazardous Waste Inspection Report"). The exact scope of the Inspection shall be to conduct a Phase 2 site assessment to assure that there shall be no liability to Buyer under applicable environmental laws concerning hazardous substances including liability under CERCLA. Such inspection shall include an evaluation of asbestos contamination. The Inspection shall be sufficient to qualify Buyer for the innocent landowner defense to CERCLA liability.

18.2 Cost of the Hazardous Waste Inspection. Buyer shall be responsible for the cost of the Hazardous Waste Inspection.

18.3 In the event the Hazardous Waste Inspection is not complete, and the Hazardous Waste Inspection Report is not available to the Buyer five (5) business days prior to the date of closing, the dates contained herein, and the closing date shall automatically be extended by ten (10) business days.

SELLER:	BUYER:
THE CITY OF GLENWOOD SPRINGS	ROARING FORK TRANSPORTATION AUTHORITY
BY:_________________________	BY:_________________________

City Council
STAFF REPORT
City of Glenwood Springs
May 14, 2020

Agenda Item: Ordinance No. 12, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs, Colorado, Amending Section 040.010.010 s of the Glenwood Springs Municipal Code related to Sales Tax Collection from Online Retailers (FIRST READING)

Action Requested:

Department: Finance

Presented By:

Background Info:

Issues:

Staff Recommendation:

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

Glenwood Springs – Main Office
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P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen
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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

MEMORANDUM

DATE: May 8, 2020

TO: Mayor and Council, City of Glenwood Springs

FROM: City Attorney

RE: Ordinance No. 12, Series of 2020 - Sales Tax Collection from Online Retailers

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Attached please find Ordinance No. 12, Series of 2020 regarding changes to the Glenwood Springs Municipal Code related to internet sales. The attached is based on a uniform ordinance for all home rule municipalities being developed by CML in conjunction with the various municipalities. The purpose of the uniform ordinance is to allow for sales tax collection from online retailers.

Both Steve Boyd and I have been involved in the formulation of uniform definitions as well as the language contained in the ordinance. The language in this form is being adopted statewide. By having standard language in our various municipal codes, it makes it possible to defend against claims that it is too difficult to collect and remit tax to the various local jurisdictions by online retailers.

In order for the City to begin collecting sales tax on July 1, 2020 it is going to be necessary to hold a special meeting to adopt the ordinance on second reading. The reason for this is that the larger online retailers such as Amazon have requested collections start on the first of the month at least 30 days after the effective date of the ordinance. Because Glenwood Springs ordinances are not effective until 10 days after publication on second reading, if we do not hold a special meeting to adopt it on second reading it would push the start date for collecting sales tax to August 1, 2020.

ORDINANCE NO. 12

Series of 2020

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING SECTION 040.010.010 OF THE GLENWOOD SPRINGS MUNICIPAL CODE.

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, pursuant to Article XX, Section 6 of the Colorado Constitution, the right to enact, administer and enforce sales and use tax is clearly within the constitutional grant of power to the City and is necessary to raise revenue with which to conduct the affairs and render the services performed by the City; and

WHEREAS, pursuant to such authority, the City has adopted and enacted a Sales and Use Tax Code, under which City sales tax is levied on all sales and purchases of tangible personal property at retail unless prohibited, as applicable to the provision of this Ordinance, under the Constitution or law of the United States; and

WHEREAS, the United States Supreme Court in South Dakota v. Wayfair, 138 S.Ct. 2080 (2018), overturned prior precedent and held that a State is not prohibited by the Commerce Clause from requiring a retailer to collect sales tax based solely on the fact that such retailer does not have a physical presence in the State ("Remote Sales"); and

WHEREAS, based upon such decision, the retailer's obligation to collect Remote Sales is no longer prohibited by the Constitution or law of the United States, and the City's Sales and Use Tax Code needs to be amended to clearly reflect such obligation consistent with said decision; and

WHEREAS, the delivery of goods and services into the City relies on and burden local transportation systems, emergency and police services, waste disposal, utilities and other infrastructure and services; and

WHEREAS, the failure to tax Remote Sales results in the creation of incentives for businesses to avoid a physical presence in the state and its respective communities, resulting in fewer jobs and increasing the share of taxes to those consumers who buy from competitors with a physical presence in the state and its municipalities; and

WHEREAS, it is appropriate for Colorado municipalities to adopt uniform definitions within their sales tax codes to encompass marketplace facilitators, marketplace sellers, and multichannel sellers who do not have physical presence in the City, but do have a taxable connection with the City; and

WHEREAS, this ordinance provides a safe harbor to those who transact limited sales within the City; and

WHEREAS, the City has or will enter into an agreement with MuniRevs to use the Single Point of Remittance Software to reduce administrative and compliance costs with respect to a retailer's obligation to remit sales tax owed on Remote Sales; and

WHEREAS, the City adopts this ordinance with the intent to address tax administration, and, in connection with, establish economic nexus for retailers without physical presence in the state and require marketplace facilitators to collect and remit sales tax for sales made by marketplace sellers on the marketplace facilitator's marketplace; and

WHEREAS, the City Council finds and declares that the amendments to the Taxation Code Definitions, section 040.010.010 regarding remote collection set forth herein are proper and necessary to advance the public health, safety and welfare of the City's residents.

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. Section 040.010.010 of the Glenwood Springs Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~:

Section 040.010.010 – Definitions

For the purpose of this Title, certain terms are defined as follows unless the context clearly indicates that a different meaning was intended by the City Council.

* * *

Economic Nexus means a person or marketplace facilitator engaged in business in this City in a calendar year if the person has made retail sales of tangible personal property, taxable products, or taxable services into the taxing jurisdiction and:

(A) If in the previous calendar year the person has made retail sales of tangible personal property, taxable products, or taxable services in the state exceeding one hundred thousand dollars; or

(B) On and after the first day of the month after the ninetieth day after the person has made retail sales of tangible personal property, taxable products, or taxable services in the state the current calendar year that exceed one hundred thousand dollars.

* * *

Engaged in Business in the City means performing or providing services or selling, leasing, renting, delivering or installing tangible personal property, products, or services for storage, use or consumption, within the City. Engaged in Business in the City includes, but is not limited to, any one of the following activities by a person: (1) Directly, indirectly, or by a subsidiary maintains a building, store, office, salesroom, warehouse, or other place of business within the taxing jurisdiction; (2) Sends one or more employees, agents or commissioned sales persons into the taxing jurisdiction to solicit business or to install, assemble, repair, service, or assist in the use of its products, or for demonstration or other reasons; (3) Maintains one or more employees, agents or commissioned sales persons on duty at a location within the taxing jurisdiction; (4) Owns, leases, rents or otherwise exercises control over real or personal property within the taxing jurisdiction; (5) Makes more than one delivery into the taxing jurisdiction within a twelve month period by any means other than a common carrier; or (6) Makes retail sales sufficient to meet the definitional requirements of economic nexus.

* * *

Marketplace means a physical or electronic forum, including, but not limited to, a store, a booth, an internet website, a catalog, or a dedicated sales software application, where tangible personal property, taxable products, or taxable services are offered for sale.

Marketplace Facilitator

(A) Means a person who:

(1) Contracts with a marketplace seller to facilitate for consideration, regardless of whether the consideration is deducted as fees from the transaction, the sale of the marketplace seller's tangible personal property, products, or services through the person's marketplace;

(2) Engages directly or indirectly, through one or more affiliated persons, in transmitting or otherwise communicating the offer or acceptance between a purchaser and the marketplace seller; and

(3) Either directly or indirectly, through agreements or arrangements with third parties, collects the payment from the purchaser and transmits the payment to the marketplace seller.

(B) *Marketplace facilitator* does not include a person that exclusively provides internet advertising services or lists products for sale, and that does not otherwise meet this definition.

Marketplace Seller means a person, regardless of whether the person is engaged in business in this City, who has an agreement with a marketplace facilitator and offers for sale tangible personal property, products, or services through a marketplace owned, operated, or controlled by a marketplace facilitator.

Marketplace Sales.

(A) A marketplace facilitator engaged in business in the City is required to collect and remit sales or use tax on all taxable sales made by the marketplace facilitator or facilitated for marketplace sellers to customers in the City regardless of whether the marketplace seller for whom sales are facilitated would have been required to collect sales or use tax had the sale not been facilitated by the marketplace facilitator. A marketplace facilitator has all the liabilities, obligations, and rights of a retailer under Title 040 of this Code.

(1) The liabilities, obligations, and rights set forth under this article are in addition to any requirements the marketplace facilitator has under this article if it also offers for sale tangible personal property, products, or services through other means.

(2) Except as provided in subsection (B)(1), a marketplace seller, with respect to sales of tangible personal property, products, or services made in or through a marketplace facilitator's marketplace, does not have the liabilities, obligations, or rights of a retailer under this article if the marketplace seller can show that such sale was facilitated by a marketplace facilitator:

a. With whom the marketplace seller has a contract that explicitly provides that the marketplace facilitator will collect and remit sales tax on all sales subject to tax under this article; or

b. From whom the marketplace seller requested and received in good faith a certification that the marketplace facilitator is registered to collect sales tax and will collect sales tax on all sales subject to tax under this Article II made in or through the marketplace facilitator's marketplace.

(B) If a marketplace facilitator demonstrates to the satisfaction of the Finance Director that the marketplace facilitator made a reasonable effort to obtain accurate information regarding the obligation to collect tax from the marketplace seller and that the failure to collect tax on any tangible personal property, products, or services sold was due to incorrect information provided to the marketplace facilitator by the marketplace seller, then the marketplace facilitator, but not the marketplace seller, is relieved of liability under this section for the amount of the tax the marketplace facilitator failed to collect, plus applicable penalties and interest.

(1) If a marketplace facilitator is relieved of liability under subsection (B) of this section, the marketplace seller is liable under this section for tax the

marketplace facilitator failed to collect, plus applicable penalties and interest.

(3) Subsection (B) does not apply to any sale by a marketplace facilitator that is not facilitated on behalf of a marketplace seller or that is facilitated on behalf of a marketplace seller who is an affiliate of the marketplace facilitator.

(C) With respect to any sale a marketplace seller makes that is not facilitated by a marketplace facilitator in a marketplace, the marketplace seller is subject to all of the same licensing, collection, remittance, filing and recordkeeping requirements as any other retailer.

* * *

Retailer or vendor means any person selling, leasing, renting, or granting a license to use tangible personal property or services at retail. The terms "retailer" shall include, but is not limited to, any:

(1) Auctioneer;

(2) Salesperson, representative, peddler or canvasser, who makes sales as a direct or indirect agent of or obtains such property or services sold from a dealer, distributor, supervisor or employer;

(3) Charitable organization or governmental entity which makes sales of tangible personal property to the public, notwithstanding the fact that the merchandise sold may have been acquired by gift or donation or that the proceeds are to be used for charitable or governmental purposes;

(4) Retailer-contractor, when acting in the capacity of a seller of building supplies, construction materials, and other tangible personal property.;

(5) Marketplace facilitator or a marketplace seller engaged in business in the City.

Section 3. This ordinance shall become effective on the first day of the month which is at least thirty days after date of its adoption.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED BY TITLE ONLY THIS ___ DAY OF MAY 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

____
Jonathan Godes, Mayor

ATTEST

____
Catherine Mythen Fletcher, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND PUBLICATION THIS ___ DAY OF MAY 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

____
Jonathan Godes, Mayor

ATTEST

____
Catherine Mythen Fletcher, City Clerk

RESOLUTION NO. 2020-21

A RESOLUTION OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AUTHORIZING THE EXERCISE OF EMINENT DOMAIN POWERS TO ACQUIRE PROPERTY INTERESTS NECESSARY TO FACILITATE THE RECONSTRUCTION OF SOUTH MIDLAND AVENUE.

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 (the "Charter"); and

WHEREAS, the South Midland Avenue roadway between 27th Street and Fourmile Road is an important roadway connection within the City and part of the City's long-term plan to improve the Midland corridor for future connection to the proposed South Bridge improvements; and

WHEREAS, the existing segment of South Midland Avenue was constructed at different times with varying levels of engineering design standards and has subsequently deteriorated to a significant extent; and

WHEREAS, the City has proposed and is pursuing the South Midland Avenue Project (the "Project") to improve the existing roadway with the goals of improving roadway safety, improving ride quality, and installing pedestrian sidewalk facilities; and

WHEREAS, project improvements include the expansion of driving lanes to 11 feet wide, adding curb and gutter, reconfiguring three intersections, consolidating driveway accesses to improve vehicle maneuverability and safety, and the construction of a single-lane roundabout at the 4-Mile Road intersection; and

WHEREAS, other associated Project infrastructure improvements include installation of rockfall mitigation technologies, stormwater drainage improvements, water main extensions, broadband infrastructure, and relocation of existing overhead utilities; and

WHEREAS, completion of the Project will require varying levels of property acquisition is required, including Temporary Easements for temporary impacts to an adjacent property and Permanent Easements or Right-of-Way acquisition for the installation of permanent facilities are installed within an adjacent property, as depicted in **Exhibit A**; and

WHEREAS, section 38-1-101 *et seq*. and 38-6-101 *et seq*., C.R.S. provides procedures for municipal acquisition of property interests in private property where a public need is present, and specifically to “establish, construct, extend, open, widen, or alter any street, lane, avenue, boulevard, park, playground, parkway, pleasure way, public square, market, viaduct, bridge, sewer, tunnel, or subway or to build, acquire, construct, or establish any public building or any other public work or public improvement”; and

WHEREAS, section 12.6 of the City Charter expressly reserves the power of eminent domain to “construct, purchase, or condemn any public utility, work or way, as provided by law”; and

WHEREAS, pursuant to section 38-1-121, C.R.S. the City has made or is in the process of making offers of fair market value, determined by land valuation experts, to the subject property owners for the acquisition of the property interests necessary to facilitate the Project; and

WHEREAS, the City has acquired a substantial number of the property interests necessary to facilitate the Project, and is in the process of negotiating with property owners that have not accepted the City’s offers of compensation for the property interests; and

WHEREAS, City staff and negotiation consultants have determined that it may be necessary, if the City and a property owner fail to agree upon compensation for a necessary property interest, for the City to exercise its powers of eminent domain in order to acquire some of the remaining property interests necessary to facilitate the Project; and

WHEREAS, the City Council of Glenwood Springs, Colorado finds it is in the best interest of the health, welfare, and safety of citizens of the City to authorize exercise of the City’s eminent domain powers in order to acquire all property interests necessary to facilitate

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

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

Section 2. The City Council makes the following findings:

i) The property interests depicted in **Exhibit A** will facilitate the construction of public improvements that are for public purposes and will provide uses and benefits to the community and its visitors, including but not limited to improved vehicular traffic congestion and safety, pedestrian safety, cyclist safety, pollution control, water service, utility service.

ii) The property interests depicted in **Exhibit A** are necessary to construct the Project because they are adjacent to South Midland Avenue on which street, sidewalk, utility, and sewer improvements are to be constructed. Property subject to Permanent Easements and Right-of-Way acquisition will be incorporated in the final constructed product. Lands subject to temporary easements will be disturbed for grading, tie-ins, and other temporary construction activities.

<u>Section 3.</u> Upon a determination that parties have failed to agree on compensation for the acquisition of a necessary property interest, the City Council authorizes the City Attorney to initiate judicial condemnation actions under the City authority of eminent domain pursuant to section 38-1-101 *et seq.*, C.R.S. to acquire the remaining property interests necessary for the Project as expeditiously as possible.

INTRODUCED, READ, AND PASSED THIS ___ DAY OF APRIL 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

____
Jonathan Godes, Mayor

ATTEST:

____
Catherine Mythen Fletcher, City Clerk

GLENWOOD SPRINGS COLORADO

Sheet Revisions		
Date	Description	Initials
08/03/19	Revise Sheets 2.01, 2.02, 7.15, 7.17, 8.04	reb
11/05/19	Revise Sheets 2.01, 2.02, 5.01, 5.02, 7.04, 7.05, 7.06, 7.13, 7.14, 8.01, 8.02, 8.03, 8.04	hs
11/26/19	Revise Sheets 2.02, 5.01, 5.02, 7.13, 8.03, 8.04	hs
01/03/20	Revise Sheets 2.01, 2.02, 5.01, 5.02, 7.04, 7.05, 7.13, 7.14, 8.01, 8.02, 8.03, 8.04	hs

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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RIGHT OF WAY PLANS
TITLE SHEET
Project Number: BUILD M535-006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	1/03/20	1.01 of 1.01	1	37

CITY OF GLENWOOD SPRINGS
GARFIELD COUNTY
STATE OF COLORADO

PROJECT NO. BUILD M535-006
RIGHT OF WAY PLAN OF PROPOSED
SOUTH MIDLAND AVENUE IMPROVEMENT PROJECT
SECTIONS 21, 22, & 27, T.6 S., R.89 W., 6TH P.M.

Scales of Original 11x17 Drawings
Plan Sheets 1"=30'
Ownership Sheets 1"=300', 1"=200', 1"=100'
Control Diagram 1"=500'
Land Survey Control Diagram 1"=500'

1 SECTION CORNERS

1 QUARTER, AND SIXTEENTH CORNERS

Surv. Control Pt. No. XX
N XX.XX
E XX.XX
EL XXXX.XX
TPXX
PROJECT CONTROL MONUMENT

N XX.XX
E XX.XX
EL XXXX.XX
PROJECT CONTROL MONUMENT

1 TEMPORARY EASEMENT POINT

1 RIGHT OF WAY POINT

PERMANENT, PROPERTY, SLOPE, & TEMPORARY EASEMENT LINE

PROPERTY BOUNDARY LINE (EXISTING)

PROPOSED RIGHT OF WAY LINE

RIGHT OF WAY LINE

QUARTER SECTION LINE

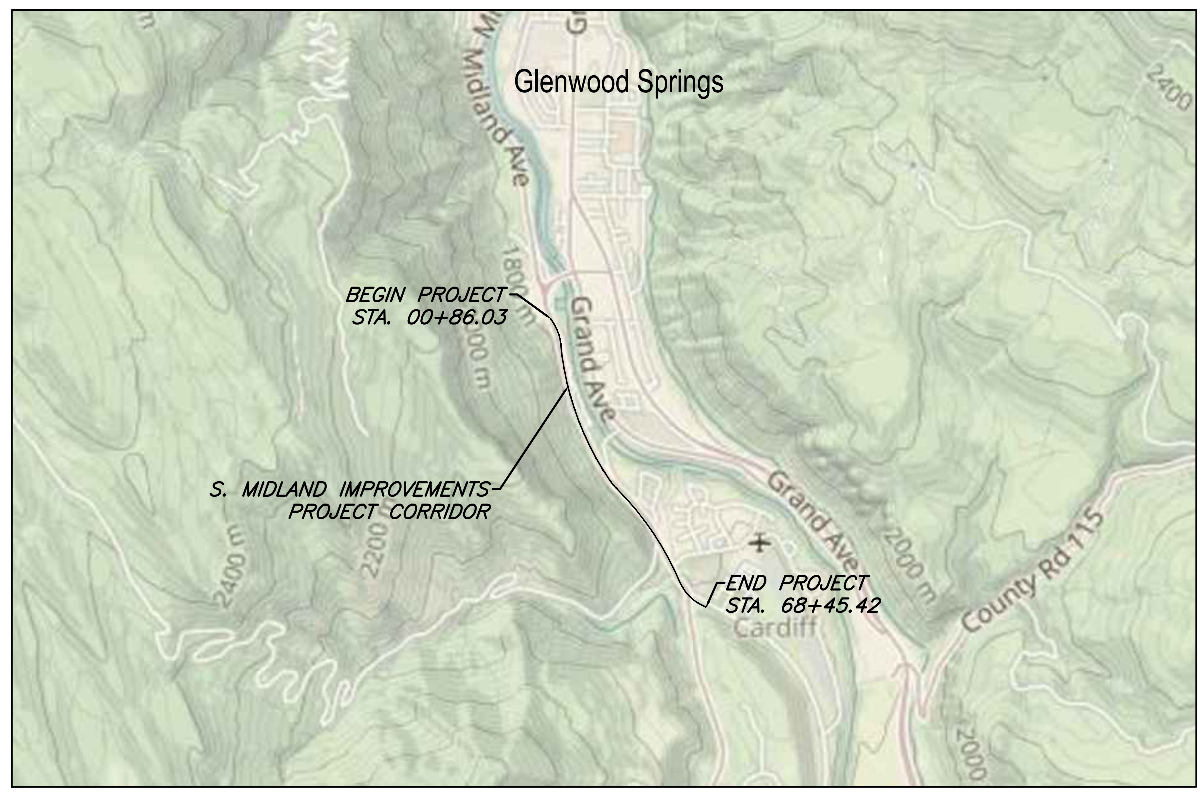
SECTION LINE

SIXTEENTH SECTION LINE

TOP OF CUT

TOE OF FILL

FILING CERTIFICATION:
DEPOSITED THIS ___ DAY OF ______, 20__, AT ___ M., IN BOOK ___ OF THE COUNTY LAND SURVEYS/RIGHT OF WAY SURVEYS AT PAGE ___, RECEPTION NUMBER ______.
SIGNED ______, ______ DEPT.



PROJECT LOCATION MAP

0 2000 4000 8000

(IN FEET)
GRAPHIC SCALE
1 inch = 4000 ft.
Lineal Units = U.S. Survey Feet

Note: For a complete listing of symbology used within this set of plans, please refer to the M-100-1 Standard Symbols of the Colorado Department of Transportation M&S Standards Publication dated July 2012. Existing features are shown as screened weight (gray scale) except as noted with the word (existing). Proposed or new features are shown as full weight without screening, except as noted with the word (proposed).

Basis of Bearings: Bearings used in the calculations of coordinates are based on a grid bearing of S89°36'54"W between found monuments at the Northeast Corner of Section 21, being monumented with a rebar and 2 ½" GLO brass cap, properly marked and dated 1924, and the North 1/4 Corner of Section 21, being monumented with a rebar and 3" County Surveyor brass cap, properly marked and dated 1979 as shown hereon.

1. This Right-of-Way Plan is not a boundary survey of the adjoining property and is prepared for City of Glenwood Springs purposes only.

2. This survey and Right-of-Way plan does not represent a title search by SGM to determine ownership or to discover encumbrances of record. Existing Right-of-Way location was resolved using field measurements of the found monuments, field measured section lines and documents of record cited hereon.

3. This plan set is subject to change and may not be the most current set. It is the user's responsibility to verify with the City of Glenwood Springs that this set is the most current. The information contained on the attached drawing is not valid unless this copy bears an original signature of the Professional Land Surveyor hereon named.

4. The utility locations shown on this Right-of-Way plan are based upon surface evidence and locates provided by the utility providers or their representatives.

5. All distances and coordinate values shown on this Right-of-Way plan are expressed in U.S. Survey Feet.

6. The coordinate system used for this Right-of-Way plan is the Glenwood Springs Local Coordinate System. Vertical datum is NAVD88 derived from GPS measurements , Geoid Model "Geoid 12A (CONUS)", holding the geodetic coordinates of GSC1 (CORS) fixed.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

COLORADO DEPARTMENT OF TRANSPORTATION

ROW PLANS AUTHORIZED:

DATE

CDOT RIGHT OF WAY MANAGER

SURVEYOR STATEMENT (ROW PLAN)
I, ROBERT E. BRANDEBERRY , A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE TO THE CITY OF GLENWOOD SPRINGS THAT BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF, RESEARCH, CALCULATIONS AND EVALUATION OF THE SURVEY EVIDENCE THAT WERE PERFORMED AND THIS RIGHT-OF-WAY PLAN WAS PREPARED UNDER MY RESPONSIBLE CHARGE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE DEFINED BY THE CITY OF GLENWOOD SPRINGS. THIS STATEMENT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FOR AND ON BEHALF OF SGM, INC.

PLS NO. 38388

GLENWOOD SPRINGS
COLORADO

Sheet Revisions		
Date	Description	Initials
08/03/19	Correct TE-3 acreage from 0.28 to 0.028	reb
08/03/19	Correct PE 5A & PE 5-B Vesting Deed	reb
08/03/19	Correct PE-7 acreage from 0.713 to 0.071	reb
11/05/19	Revised PE-4B and added PE-4C	hs

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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RIGHT OF WAY PLANS
TABULATION OF PROPERTIES

Project Number: BUILD M535-006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	1/03/20	2.01 of 2.02	2	37

R.O.W. TABULATION OF PROPERTIES - S MIDLAND AVE

				Area in Square Feet (Acres)								
Parcel No.	Ownership Name and Mailing Address	Site Address and Parcel Number	Location	Area Of Parcel	Existing ROW	Net Area	Remaining Left	Remaining Right	Book and Page No. And/Or Reception No.	Vesting Deed	Remarks	Duration
RW-1	Thunder River Condominums, INC. 1512 Grand Avenue, Suite 109 Glenwood Springs, CO 81601	Midland Ave. Glenwood Springs, CO 81601 Parcel No. 2185-211-13-022	NE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	4,722 sf (0.108 Acres)			2.334 Acres±			Rec. No. 317769		
PE-2A	Terrace Group LLC 1732 Wazee # 206 Denver, CO 80202	Midland Ave. Glenwood Springs, CO 81601 Parcel No. 2185-211-45-011	NE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	1,204 sf (0.027 Acres)						Rec. No. 578831	Subsurface Soil Nail Easement	
PE-2B				25,166 sf (0.578 Acres)						Rec. No. 578831	Subsurface Soil Nail Easement	
TE-3	Erik Rist Living Trust 1463 Lincolnwood Drive Glenwood Springs, CO 81601	2920 Hager LN Glenwood Springs, CO 81601 Parcel No. 2185-211-08-007	NE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	1,233 sf (0.028 Acres)						Rec. No. 890796	Temporary Construction Easement For Access, Grading, and Construction	
PE-4A	Trade With Gann INC. 250 Country Road 127 #11 Glenwood Springs, CO 81601	117 County Rd. Glenwood Springs, CO. 81601 Parcel No. 2185-211-00-034	NE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	23,998 sf (0.551 Acres)						Rec No. 907066	Subsurface Soil Nail, Rockfall Maintenance Easement	
PE-4B REV				3,847 sf (0.088 Acres)						Rec No. 907066	Subsurface Soil Nail Easement	
PE-4C				490 sf (0.011 Acres)						Rec No. 907066	Subsurface Soil Nail Easement	
PE-5A	Hawl Properties PO BOX 14 Phillipsburg, CO 80469	27 127 County Rd Glenwood Springs Co. 81601 Parcel No. 2185-214-00-020	SE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	1,770 sf (0.041 Acres)						Rec. No. 467000	Subsurface Soil Nail Easement	
PE-5B				4,946 sf (0.113 Acres)						Rec. No. 467000	Subsurface Soil Nail Easement	
PE-6	Primo Properties PO Box 1307 Aspen, CO 81611	773 117 County Rd Glenwood Springs, CO. 81601 Parcel No. 2185-214-00-008	SE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	1,679 sf (0.038 Acres)						Rec. No. 820674	Subsurface Soil Nail Easement	
PE-7	Cerise, Cassie C & Fenton, Timothy H 1234 County Rd 105 Carbondale, CO 81623	117 County Rd Glenwood Springs, CO. 81601 Parcel No. 2185-214-00-019	SE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	3,106 sf (0.071 Acres)						Rec. No. 859332	Subsurface Soil Nail Easement	
TE-8	Barbara J & Clifford E Haycock 913 County Rd 117 Glenwood Springs, CO. 81601	913 117 County Rd Glenwood Springs, CO. 81601 Parcel No. 2185-214-02-006	SE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	3,005 sf (0.069 Acres)						Rec. No. 772784	Temporary Construction Easement For Access, Grading, and Construction	
RW-9	Chris M & Diane H Stuben 102 County Rd 156 Glenwood Springs, CO. 81601	102 County Rd 156 Glenwood Springs, CO. 81601 Parcel No. 2185-214-00-015	SE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	9,681 sf (0.222 Acres)			5.041 Acres±			Rec. No 427021		
RW-10A	Christopher L & Kathryn B Laven 998 County Rd 117 Glenwood Springs 81601	998 County Rd 117 Glenwood Springs 81601 Parcel No. 2185-214-00-016	SE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	2,598 sf (0.060 Acres)			1.689 Acres±			Rec. No. 842975		
RW-10B				109 sf			1.689 Acres±			Rec. No. 842975		
TE-10				4,346 sf (0.100 Acres)						Rec. No. 842975	Temporary Construction Easement For Access, Grading, and Construction	

R.O.W. TABULATION OF PROPERTIES - S MIDLAND AVE

Parcel No.	Ownership Name and Mailing Address	Site Address and Parcel Number	Location	Area in Square Feet (Acres): Area Of Parcel	Existing ROW	Net Area	Remaining Left	Remaining Right	Book and Page No. And/Or Reception No.	Vesting Deed	Remarks	Duration
RW-11	Double R Properties LLC 898 County Rd 117 Glenwood Springs, CO. 81601	898 County Rd 117 Glenwood Springs, CO. 81601 Parcel No. 2185-214-02-017	SE1/4 Section 21 T. 6 S., R 89W., 6th P.M.	278 sf (0.006 Acres)				1.027 Acres±		Rec. No.887643		
TE-11				2,603 sf (0.060 Acres)						Rec. No.887643	Temporary Construction Easement For Access, Grading, and Construction	
PE-12 REV	Glenwood Land Company, LLC 710 E Durant Ave. Ste W6 Aspen, CO. 81612	County RD 117 Glenwood Springs, Co. 81601 Parcel No. 2185-223-00-036	SW1/4 Section 22 T. 6 S., R 89W., 6th P.M.	1944 sf (0.045 Acres)						Rec. No. 466209	Subsurface Soil Nail Easement	
TE-12A REV				6080 sf (0.140 Acres)						Rec. No. 466209	Temporary Construction Easement For Access, Grading, and Construction	
TE-12B DEL												
TE-12C				1,051 sf (0.024 Acres)						Rec. No. 466209	Temporary Construction Easement For Access, Grading, and Construction	
RW-12				16,658 sf (0.382 Acres)	0.222 Acres±	0.160 Acres±	3 Mile Rd 8.713 Acres±	3 Mile Rd 0.275 Acres±		Rec. No. 466209		
TE-13	Aspen Community Housing Fund LLC 3900 East Mexico Avenue Suite 300 Denver, CO. 80210	1293 County RD 117 Glenwood Springs, CO. 81601 Parcel No. 2185-272-00-008	NW1/4 Section 27 T. 6 S., R 89W., 6th P.M.	4,865 sf (0.112 Acres)						Rec. No. 879117	Temporary Construction Easement For Access, Grading, and Construction	
TE-14	G Thomas Morton & Debra E Rivera 1487 County Road 117 Glenwood Springs, CO. 81601	1487 County Road 117 Glenwood Springs, CO. 81601 Parcel No. 2185-272-00-009	NW1/4 Section 27 T. 6 S., R 89W., 6th P.M.	3,031 sf (0.070 Acres)						Rec. No. 918991	Temporary Construction Easement For Access, Grading, and Construction	
TE-15A	Rumilda Portillo, Iliana & Maria Cubias P.O. Box 1550 Glenwood Springs, CO. 81601	1311 County Rd 117 Glenwood Springs, CO. 81601 Parcel No. 2185-272-00-006	NW1/4 Section 27 T. 6 S., R 89W., 6th P.M.	3,009 sf (0.069 Acres)						Rec. No. 880853	Temporary Construction Easement For Access, Grading, and Construction	
TE-15B				137 sf (0.003 Acres)						Rec. No. 880853	Temporary Construction Easement For Access, Grading, and Construction	
TE-16	G Thomas Morton & Debra E Rivera 1487 County Road 117 Glenwood Springs, CO. 81601	1487 County Road 117 Glenwood Springs, CO. 81601 Parcel No. 2185-272-00-009	NW1/4 Section 27 T. 6 S., R 89W., 6th P.M.	228 sf (0.005 Acres)						Rec. No. 856916	Temporary Construction Easement For Access, Grading, and Construction	
TE-17	Roaring Fork School District RE-1 1405 Grand Ave. Glenwood Springs, CO. 81601	Glenwood Springs, Co. 81601 Parcel No. 2185-272-08-003	NW1/4 Section 27 T. 6 S., R 89W., 6th P.M.	12,803 sf (0.294 Acres)						Rec. No. 546750	Temporary Construction Easement For Access, Grading, and Construction	
RW-17				40,658 sf (0.933 Acres)			14.917 Acres±			Rec. No. 546750		
TE-18	Steven J Ochko 1011 Pitkin Ave Glenwood Springs, CO. 81601	25 County Road 116 Glenwood Springs, CO. 81601 Parcel No. 2185-272-00-024	NW1/4 Section 27 T. 6 S., R 89W., 6th P.M.	1,755 sf (0.040 Acres)						Rec. No. 828398	Temporary Construction Easement For Access, Grading, and Construction	

GLENWOOD SPRINGS COLORADO

Sheet Revisions		
Date	Description	Initials

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Date	Description	Initials

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RIGHT OF WAY PLANS
PLAN SHEET

Project Number: BUILD M535–006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	6/05/19	7.01 of 7.17	17	37

NE1/4 SECTION 21, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.

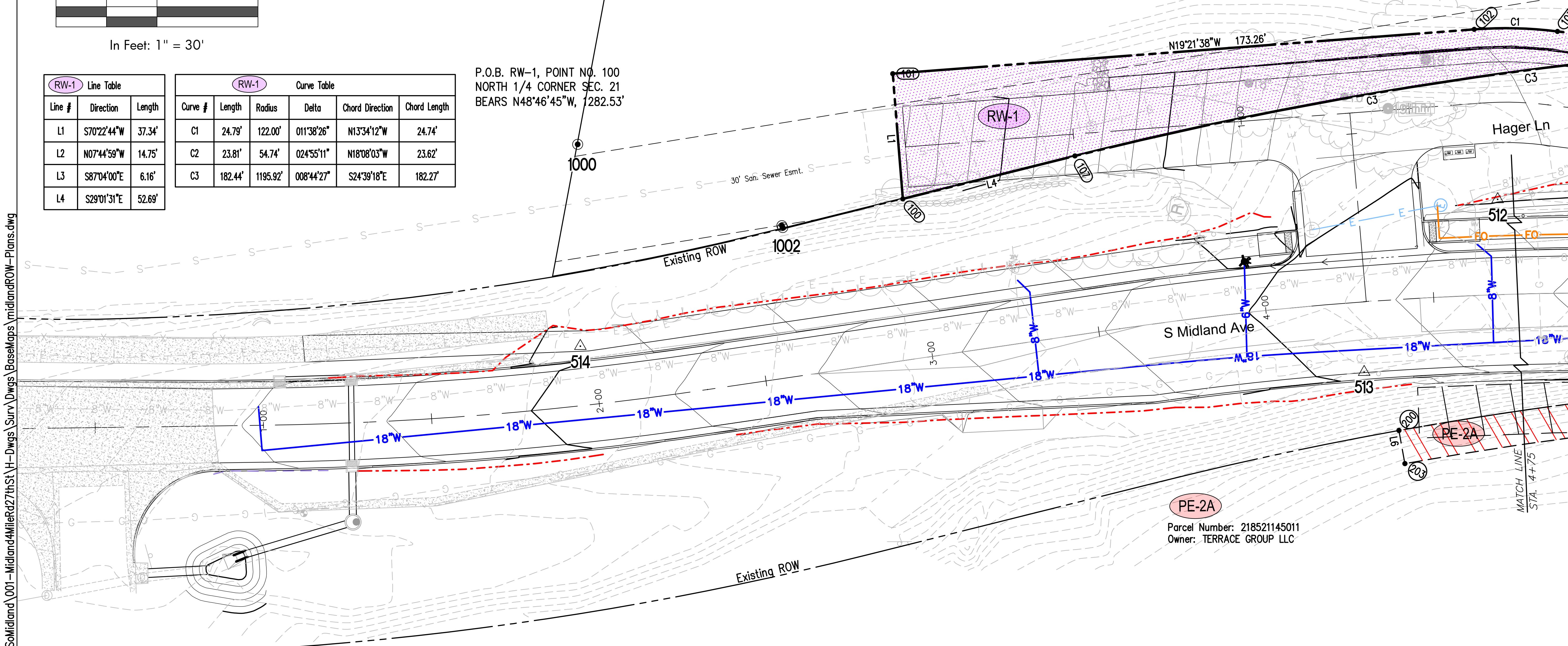
Graphic Scale
0 15 30 60
In Feet: 1" = 30'

RW-1 Line Table		
Line #	Direction	Length
L1	S70°22'44"W	37.34'
L2	N07°44'59"W	14.75'
L3	S87°04'00"E	6.16'
L4	S29°01'31"E	52.69'

RW-1 Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	24.79'	122.00'	011°38'26"	N13°34'12"W	24.74'
C2	23.81'	54.74'	024°55'11"	N18°08'03"W	23.62'
C3	182.44'	1195.92'	008°44'27"	S24°39'18"E	182.27'

P.O.B. RW–1, POINT NO. 100
NORTH 1/4 CORNER SEC. 21
BEARS N48°46'45"W, 1282.53'

RW-1
Parcel Number: 218521113022
Owner: THUNDER RIVER CONDOMINIUMS, INC



PE-2A
Parcel Number: 218521145011
Owner: TERRACE GROUP LLC

P.O.B. PE–2A, POINT NO. 200
NORTH 1/4 CORNER SEC. 21
BEARS N42°57'56"W, 1373.82'

PE-2A Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C4	120.98'	1095.92'	006°19'30"	S22°02'03"E	120.92'
C5	119.88'	1085.92'	006°19'30"	N22°02'03"W	119.81'

PE-2A Line Table		
Line #	Direction	Length
L5	S71°07'42"W	10.00'
L6	N64°48'12"E	10.00'

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 578832 & 315113.

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GLENWOOD SPRINGS COLORADO

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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RIGHT OF WAY PLANS
PLAN SHEET

Project Number: BUILD M535-006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

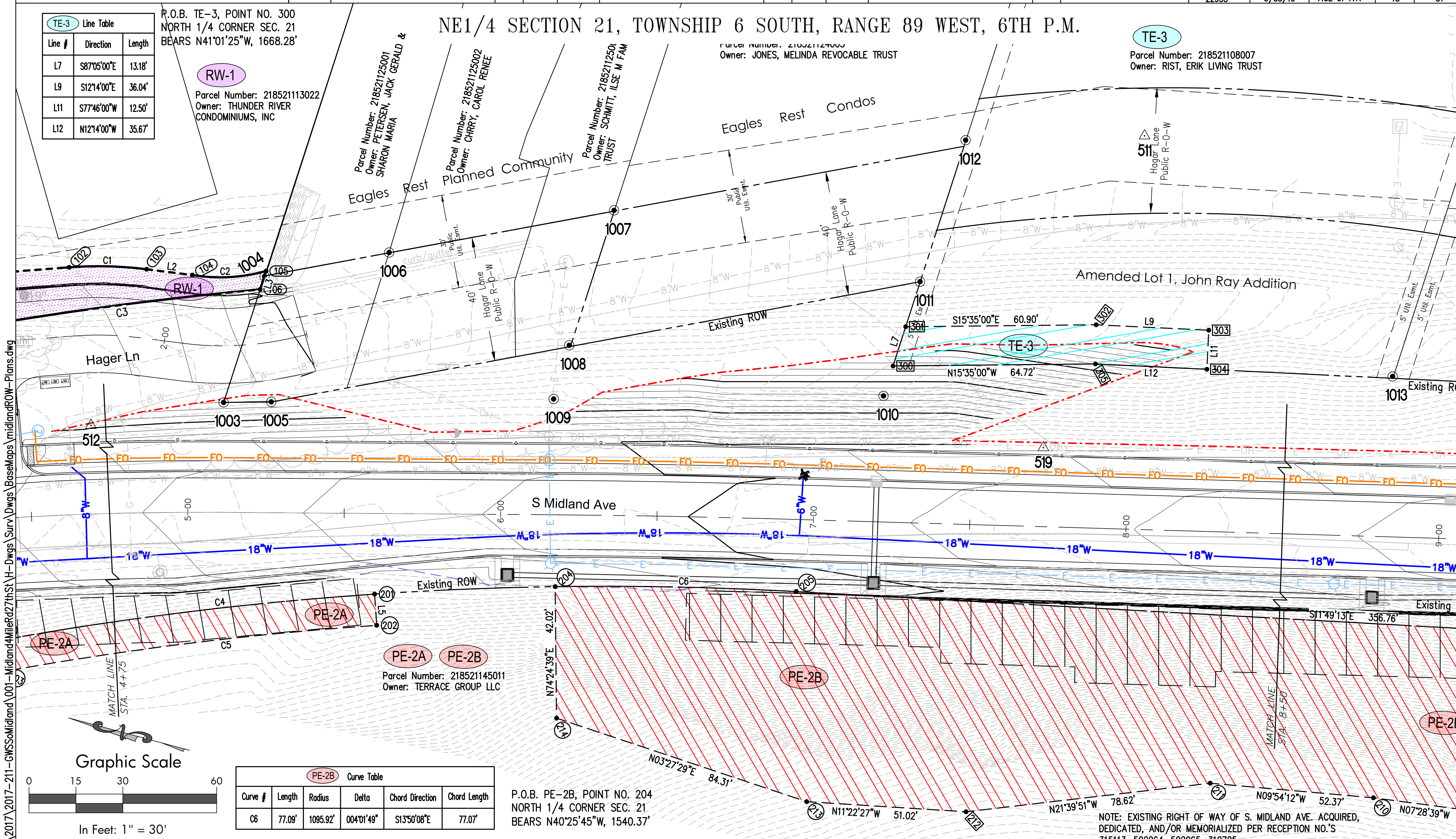
Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	6/05/19	7.02 of 7.17	18	37

NE1/4 SECTION 21, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.

TE-3 Line Table

Line #	Direction	Length
L7	S87°05'00"E	13.18'
L9	S12°14'00"E	36.04'
L11	S77°46'00"W	12.50'
L12	N12°14'00"W	35.67'

P.O.B. TE-3, POINT NO. 300
NORTH 1/4 CORNER SEC. 21
BEARS N41°01'25"W, 1668.28'



PE-2B Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C6	77.09'	1095.92'	004°01'49"	S13°50'08"E	77.07'

P.O.B. PE-2B, POINT NO. 204
NORTH 1/4 CORNER SEC. 21
BEARS N40°25'45"W, 1540.37'

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 315113, 502064, 502065, 312725.

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GLENWOOD SPRINGS
COLORADO

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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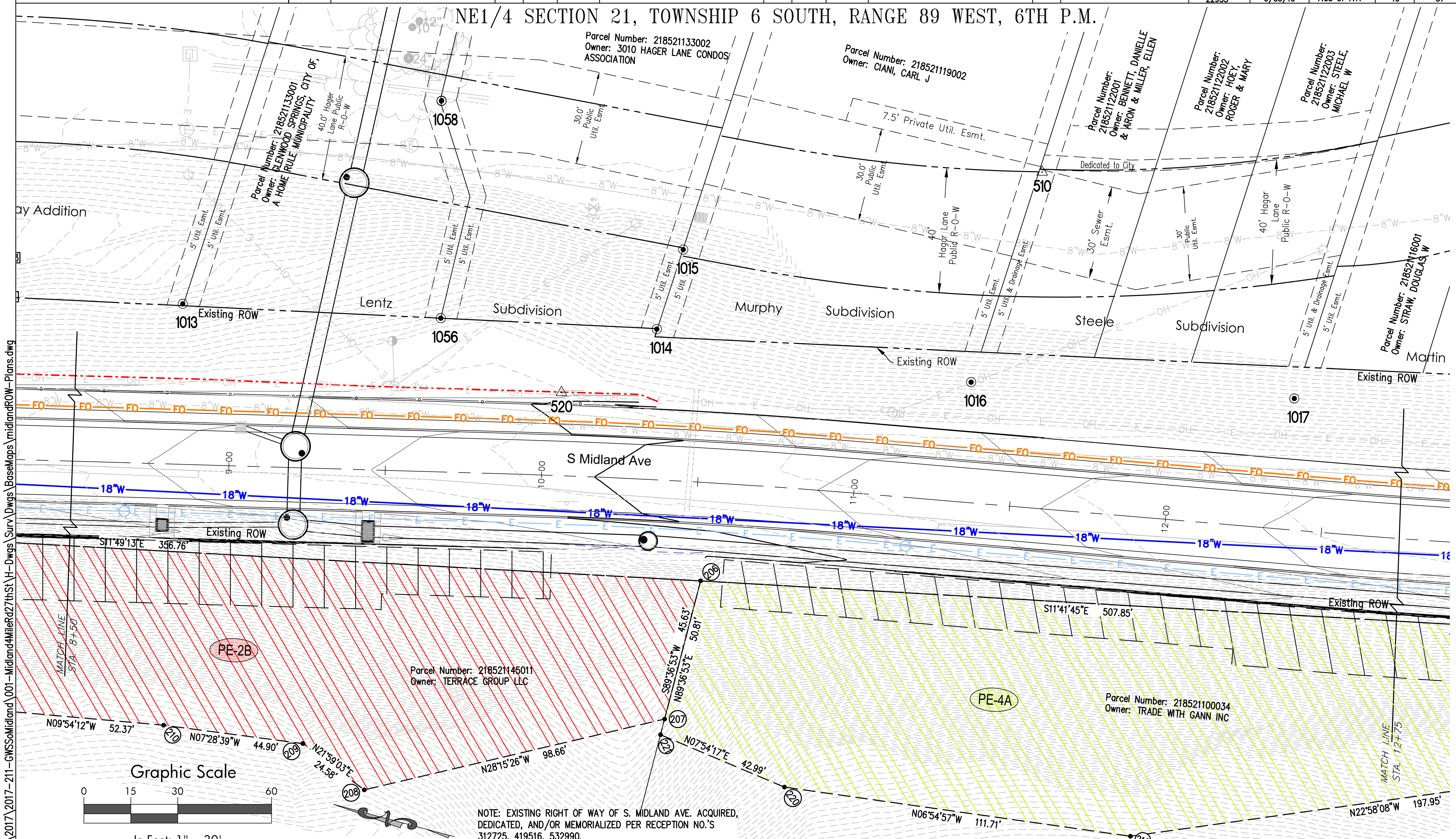
RIGHT OF WAY PLANS
PLAN SHEET
Project Number: BUILD M535-006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	6/05/19	7.03 of 7.17	19	37



GLENWOOD SPRINGS
COLORADO

Sheet Revisions

Date	Description	Initials
11/05/19	Revised PE-4B	hs
1/03/20	PE-4B REV Revised	hs

Sheet Revisions

Date	Description	Initials

Sheet Revisions

Date	Description	Initials

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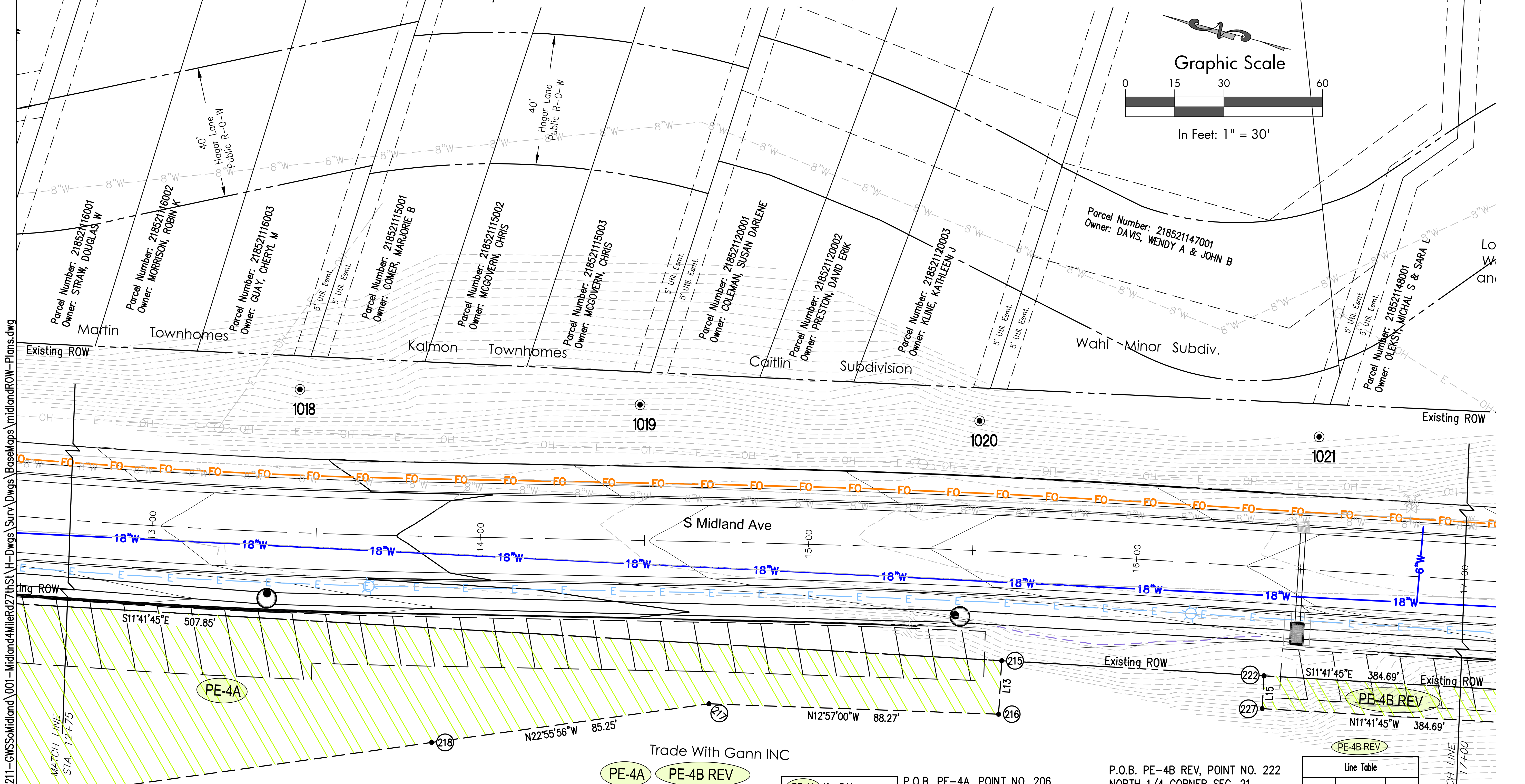
RIGHT OF WAY PLANS
PLAN SHEET
Project Number: BUILD M535-006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	1/03/20	7.04 of 7.17	20	37

NE1/4 SECTION 21, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



PE-4A PE-4B REV
Parcel Number: 218521100034
Owner: TRADE WITH GANN INC

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 353492, 348877, 425914, 681339, 303402

PE-4A Line Table

Line #	Direction	Length
L13	S78°18'15"W	16.31'

P.O.B. PE-4A, POINT NO. 206
NORTH 1/4 CORNER SEC. 21
BEARS N34°19'58"W, 1933.43'

P.O.B. PE-4B REV, POINT NO. 222
NORTH 1/4 CORNER SEC. 21
BEARS N29°06'41"W, 2486.35'

PE-4B REV Line Table

Line #	Direction	Length
L14	S78°18'15"W	10.00'
L15	N78°18'15"E	10.00'

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Sheet Revisions		
Date	Description	Initials
11/05/19	Revised PE-4B and added PE-4C	hs
1/03/20	PE-4B REV Revised	hs

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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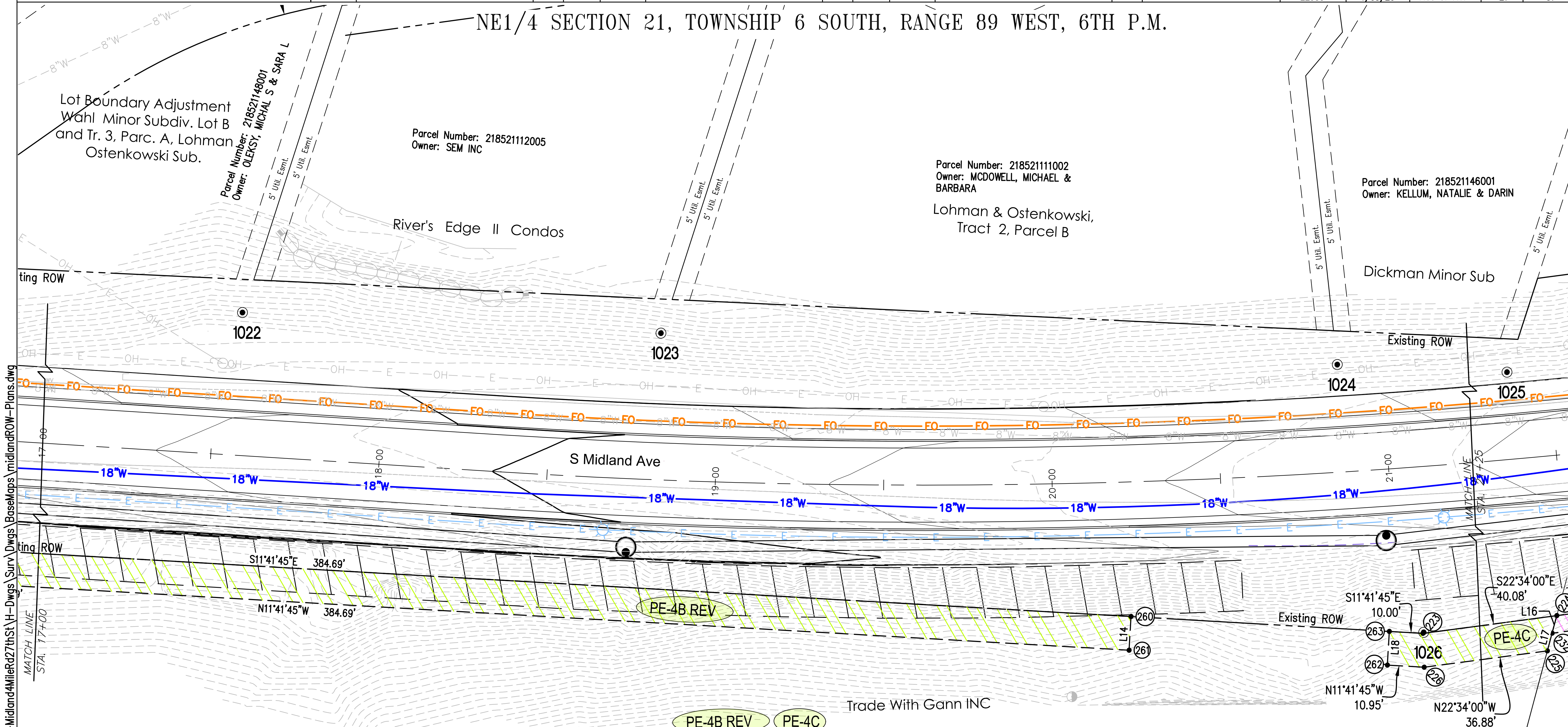
RIGHT OF WAY PLANS
PLAN SHEET

Project Number: BUILD M535-006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	1/03/20	7.05 of 7.17	21	37

NE1/4 SECTION 21, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



PE-4B REV PE-4C
Parcel Number: 218521100034
Owner: TRADE WITH GANN INC

Graphic Scale
0 15 30 60
In Feet: 1" = 30'

P.O.B. PE-4B REV, POINT NO. 222
NORTH 1/4 CORNER SEC. 21
BEARS N29°06'41"W, 2486.35'

PE-4B REV Line Table

Line #	Direction	Length
L14	S78°18'15"W	10.00'
L15	N78°18'15"E	10.00'

P.O.B. PE-4C, POINT NO. 224
EAST 1/4 CORNER SEC. 21
BEARS S88°48'38"E, 1226.62'

PE-4C Line Table

Line #	Direction	Length
L17	S89°58'56"W	10.83'
L18	N78°18'15"E	10.00'

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 527888, 317277, 303402, 662581

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Sheet Revisions		
Date	Description	Initials
11/05/19	Added PE-4C	hs

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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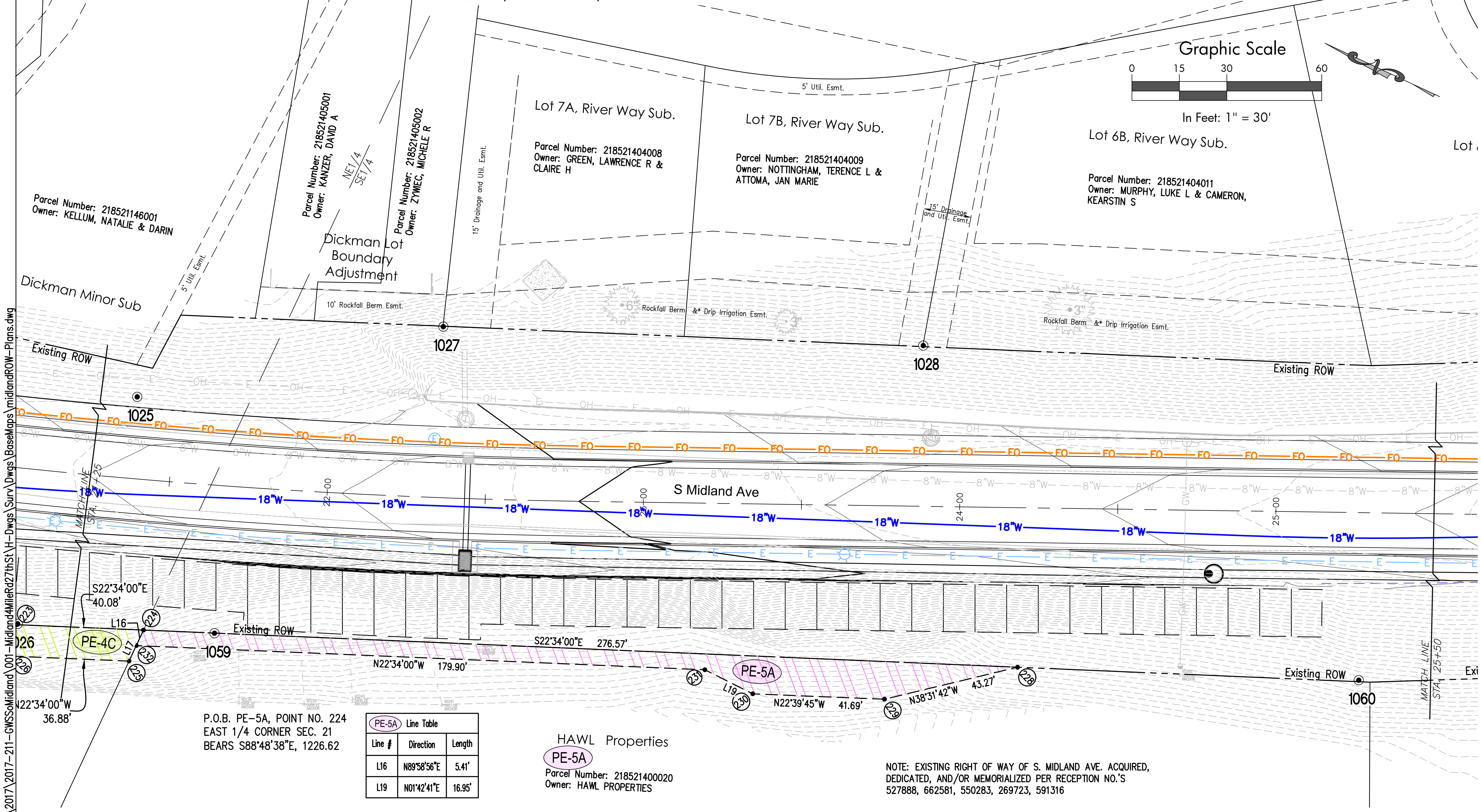
RIGHT OF WAY PLANS
PLAN SHEET
Project Number: BUILD M535-006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	11/05/19	7.06 of 7.17	22	37

NE1/4 & SE1/4 SECTION 21, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



P.O.B. PE-5A, POINT NO. 224
EAST 1/4 CORNER SEC. 21
BEARS S88°48'38"E, 1226.62

PE-5A Line Table

Line #	Direction	Length
L16	N89°58'56"E	5.41'
L19	N01°42'41"E	16.95'

HAWL Properties
PE-5A
Parcel Number: 218521400020
Owner: HAWL PROPERTIES

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 527888, 662581, 550283, 269723, 591316

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Sheet Revisions		
Date	Description	Initials

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Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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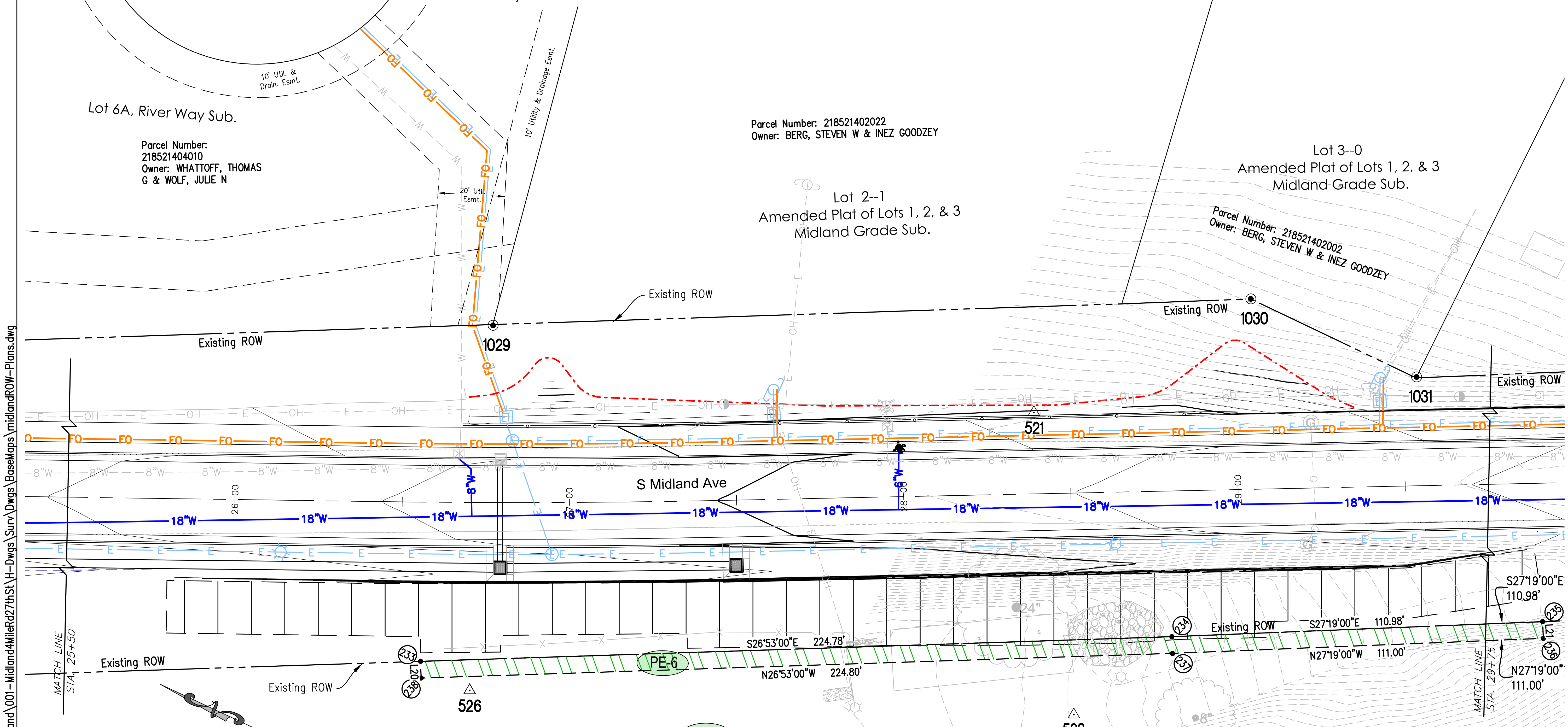
RIGHT OF WAY PLANS
PLAN SHEET
Project Number: BUILD M535-006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	6/05/19	7.07 of 7.17	23	37

SE1/4 SECTION 21, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



Graphic Scale
0 15 30 60
In Feet: 1" = 30'

P.O.B. PE–6, POINT NO. 233
EAST 1/4 CORNER SEC. 21
BEARS N66°26'03"E, 1113.39'

PE-6 Line Table

Line #	Direction	Length
L20	N63°07'00"E	5.00'
L21	S62°41'00"W	5.00'

PE-6
Parcel Number: 218521400008
Owner: PRIMO PROPERTIES LLC

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 662581, 550283, 269723, 591316

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Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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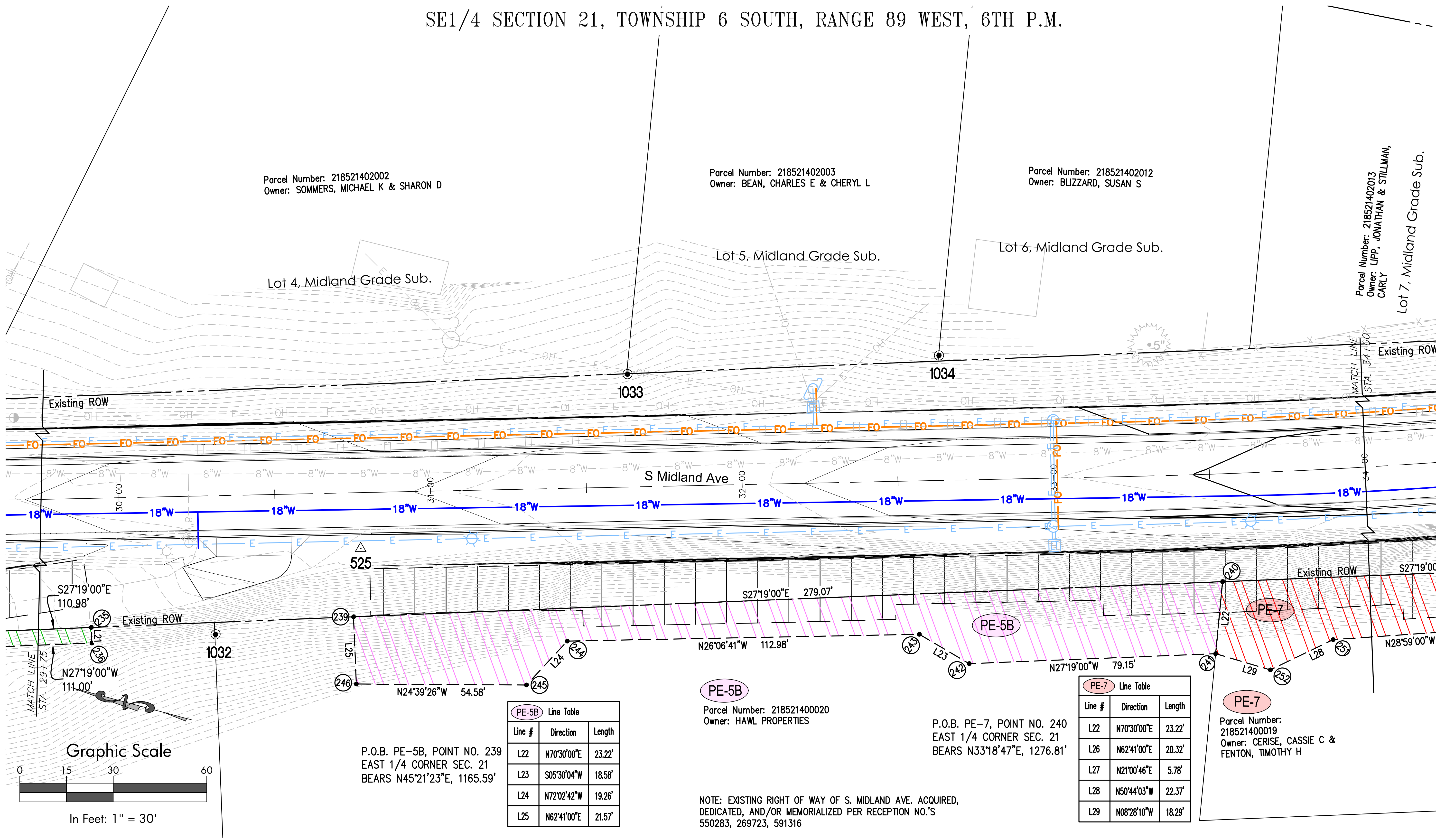
RIGHT OF WAY PLANS
PLAN SHEET

Project Number: BUILD M535-006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	6/05/19	7.08 of 7.17	24	37

SE1/4 SECTION 21, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



PE-5B Line Table		
Line #	Direction	Length
L22	N70°30'00"E	23.22'
L23	S05°30'04"W	18.58'
L24	N72°02'42"W	19.26'
L25	N62°41'00"E	21.57'

P.O.B. PE-5B, POINT NO. 239
EAST 1/4 CORNER SEC. 21
BEARS N45°21'23"E, 1165.59'

PE-5B
Parcel Number: 218521400020
Owner: HAWL PROPERTIES

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 550283, 269723, 591316

P.O.B. PE-7, POINT NO. 240
EAST 1/4 CORNER SEC. 21
BEARS N33°18'47"E, 1276.81'

PE-7 Line Table		
Line #	Direction	Length
L22	N70°30'00"E	23.22'
L26	N62°41'00"E	20.32'
L27	N21°00'46"E	5.78'
L28	N50°44'03"W	22.37'
L29	N08°28'10"W	18.29'

PE-7
Parcel Number: 218521400019
Owner: CERISE, CASSIE C & FENTON, TIMOTHY H

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Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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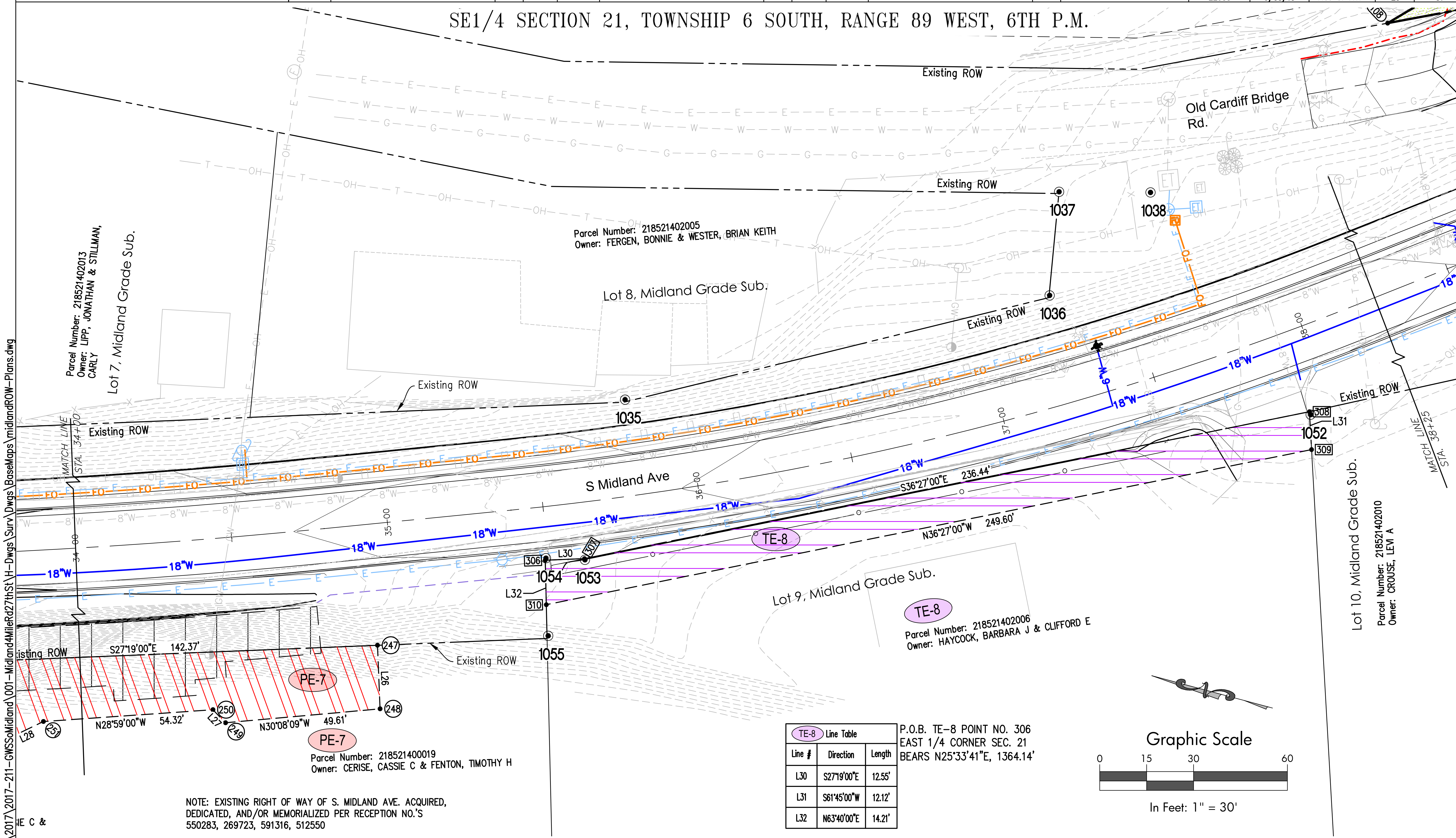
RIGHT OF WAY PLANS
PLAN SHEET
Project Number: BUILD M535-006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	6/05/19	7.09 of 7.17	25	37

SE1/4 SECTION 21, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 550283, 269723, 591316, 512550

TE-8 Line Table		
Line #	Direction	Length
L30	S27°19'00"E	12.55'
L31	S61°45'00"W	12.12'
L32	N63°40'00"E	14.21'

P.O.B. TE-8 POINT NO. 306
EAST 1/4 CORNER SEC. 21
BEARS N25°33'41"E, 1364.14'

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Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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RIGHT OF WAY PLANS
PLAN SHEET
Project Number: BUILD M535-006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	6/05/19	7.10 of 7.17	26	37

SE1/4 SECTION 21, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.

RW-9 Line Table

Line #	Direction	Length
L33	S55°48'16"E	39.43'
L34	N40°18'00"W	14.48'

RW-9 Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C7	75.77'	78.27'	055°27'48"	S45°40'23"E	72.84'

P.O.B. RW-9, POINT NO. 108
SOUTHEAST CORNER SEC. 21
BEARS S10°02'54"E, 1513.84'

RW-10A Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C8	60.84'	78.27'	044°32'13"	N04°19'37"E	59.32'

P.O.B. RW-10A, POINT NO. 112
SOUTHEAST CORNER SEC. 21
BEARS S06°35'27"E, 1348.49'

RW-10A Line Table

Line #	Direction	Length
L35	S30°34'35"W	24.11'
L36	S52°06'20"W	21.01'
L38	N40°18'00"W	34.98'

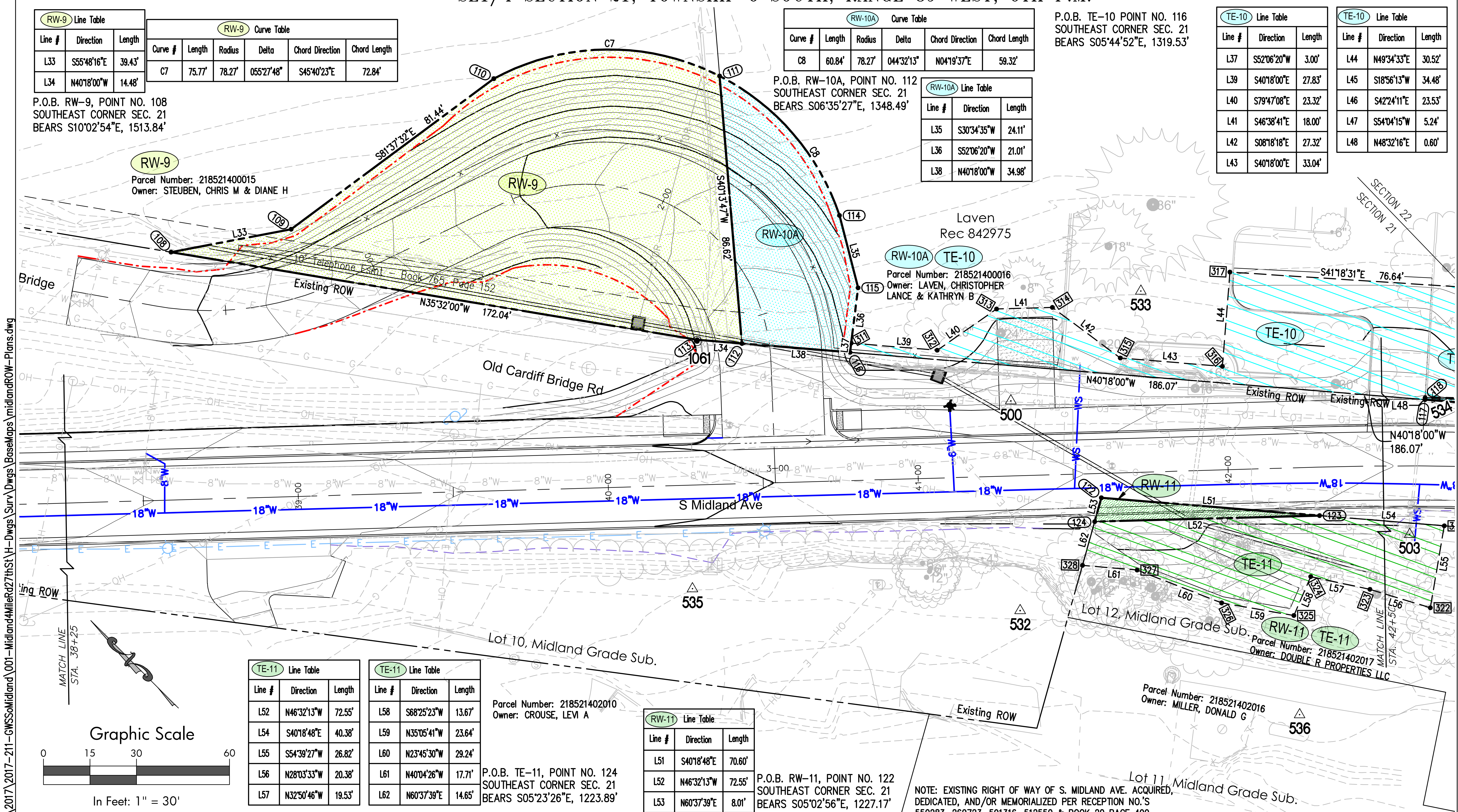
P.O.B. TE-10 POINT NO. 116
SOUTHEAST CORNER SEC. 21
BEARS S05°44'52"E, 1319.53'

TE-10 Line Table

Line #	Direction	Length
L37	S52°06'20"W	3.00'
L39	S40°18'00"E	27.83'
L40	S79°47'08"E	23.32'
L41	S46°38'41"E	18.00'
L42	S08°18'18"E	27.32'
L43	S40°18'00"E	33.04'

TE-10 Line Table

Line #	Direction	Length
L44	N49°34'33"E	30.52'
L45	S18°56'13"W	34.48'
L46	S42°24'11"E	23.53'
L47	S54°04'15"W	5.24'
L48	N48°32'16"E	0.60'



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TE-11 Line Table

Line #	Direction	Length
L52	N46°32'13"W	72.55'
L54	S40°18'48"E	40.38'
L55	S54°39'27"W	26.82'
L56	N28°03'33"W	20.38'
L57	N32°50'46"W	19.53'

TE-11 Line Table

Line #	Direction	Length
L58	S68°25'23"W	13.67'
L59	N35°05'41"W	23.64'
L60	N23°45'30"W	29.24'
L61	N40°04'26"W	17.71'
L62	N60°37'39"E	14.65'

P.O.B. TE-11, POINT NO. 124
SOUTHEAST CORNER SEC. 21
BEARS S05°23'26"E, 1223.89'

RW-11 Line Table

Line #	Direction	Length
L51	S40°18'48"E	70.60'
L52	N46°32'13"W	72.55'
L53	N60°37'39"E	8.01'

P.O.B. RW-11, POINT NO. 122
SOUTHEAST CORNER SEC. 21
BEARS S05°02'56"E, 1227.17'

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 550283, 269723, 591316, 512550 & BOOK 20 PAGE 499

GLENWOOD SPRINGS COLORADO

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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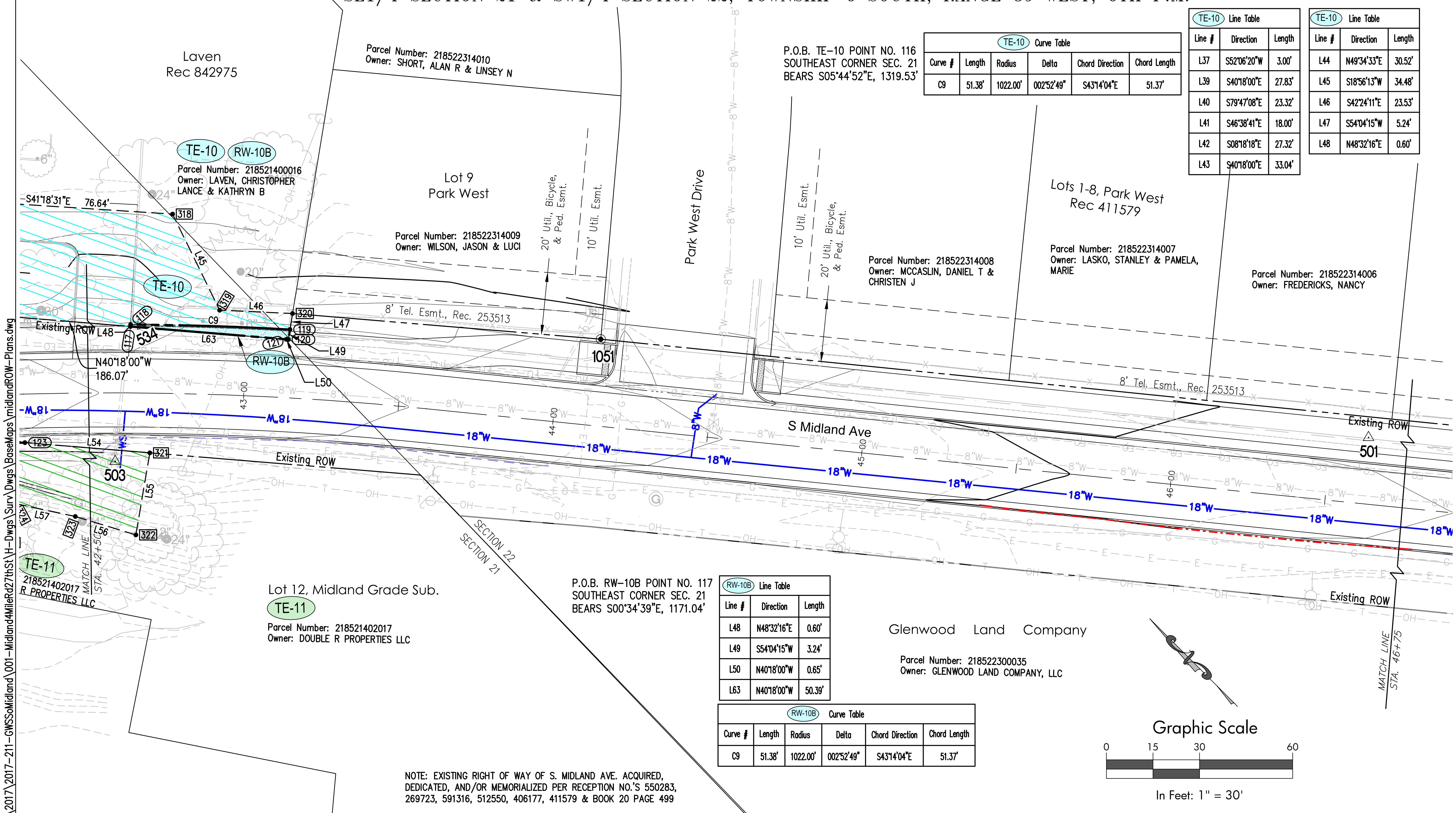
RIGHT OF WAY PLANS
PLAN SHEET
Project Number: BUILD M535-006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	6/05/19	7.11 of 7.17	27	37

SE1/4 SECTION 21 & SW1/4 SECTION 22, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



P.O.B. TE-10 POINT NO. 116
SOUTHEAST CORNER SEC. 21
BEARS S05°44'52"E, 1319.53'

TE-10 Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C9	51.38'	1022.00'	002°52'49"	S43°14'04"E	51.37'

TE-10 Line Table

Line #	Direction	Length
L37	S52°06'20"W	3.00'
L39	S40°18'00"E	27.83'
L40	S79°47'08"E	23.32'
L41	S46°38'41"E	18.00'
L42	S08°18'18"E	27.32'
L43	S40°18'00"E	33.04'

TE-10 Line Table

Line #	Direction	Length
L44	N49°34'33"E	30.52'
L45	S18°56'13"W	34.48'
L46	S42°24'11"E	23.53'
L47	S54°04'15"W	5.24'
L48	N48°32'16"E	0.60'

P.O.B. RW-10B POINT NO. 117
SOUTHEAST CORNER SEC. 21
BEARS S00°34'39"E, 1171.04'

RW-10B Line Table

Line #	Direction	Length
L48	N48°32'16"E	0.60'
L49	S54°04'15"W	3.24'
L50	N40°18'00"W	0.65'
L63	N40°18'00"W	50.39'

RW-10B Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C9	51.38'	1022.00'	002°52'49"	S43°14'04"E	51.37'

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 550283, 269723, 591316, 512550, 406177, 411579 & BOOK 20 PAGE 499

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Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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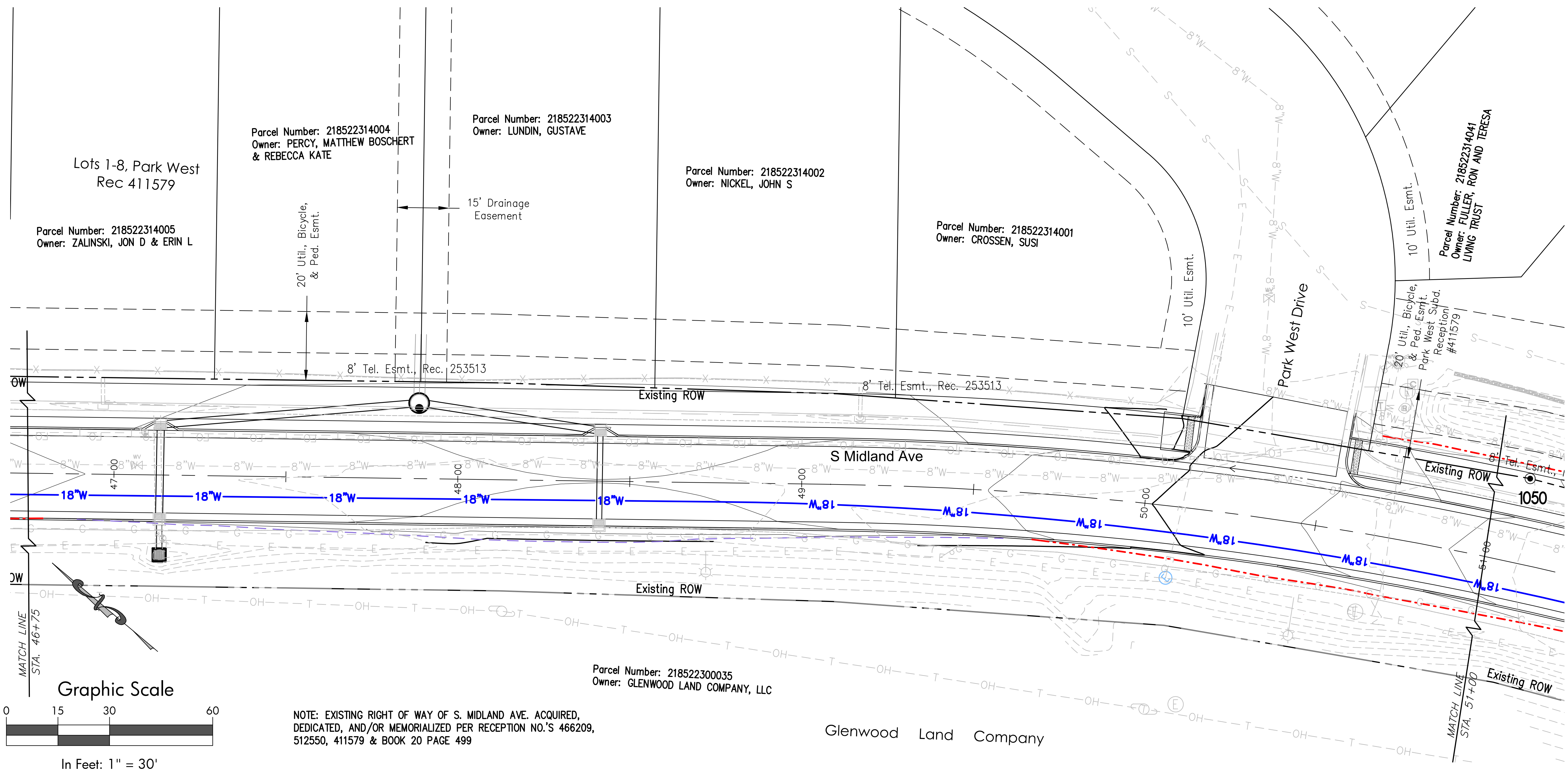
RIGHT OF WAY PLANS
PLAN SHEET
Project Number: BUILD M535-006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	6/05/19	7.12 of 7.17	28	37

SW1/4 SECTION 22, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 466209, 512550, 411579 & BOOK 20 PAGE 499

GLENWOOD SPRINGS
COLORADO

Sheet Revisions		
Date	Description	Initials
11/05/19	Removed PE-12 and TE-12B, Revised TE-12A	hs
11/26/19	Revised TE-12A and Added PE-12	hs
01/03/20	Revised TE-12A REV and Added PE-12 REV	hs

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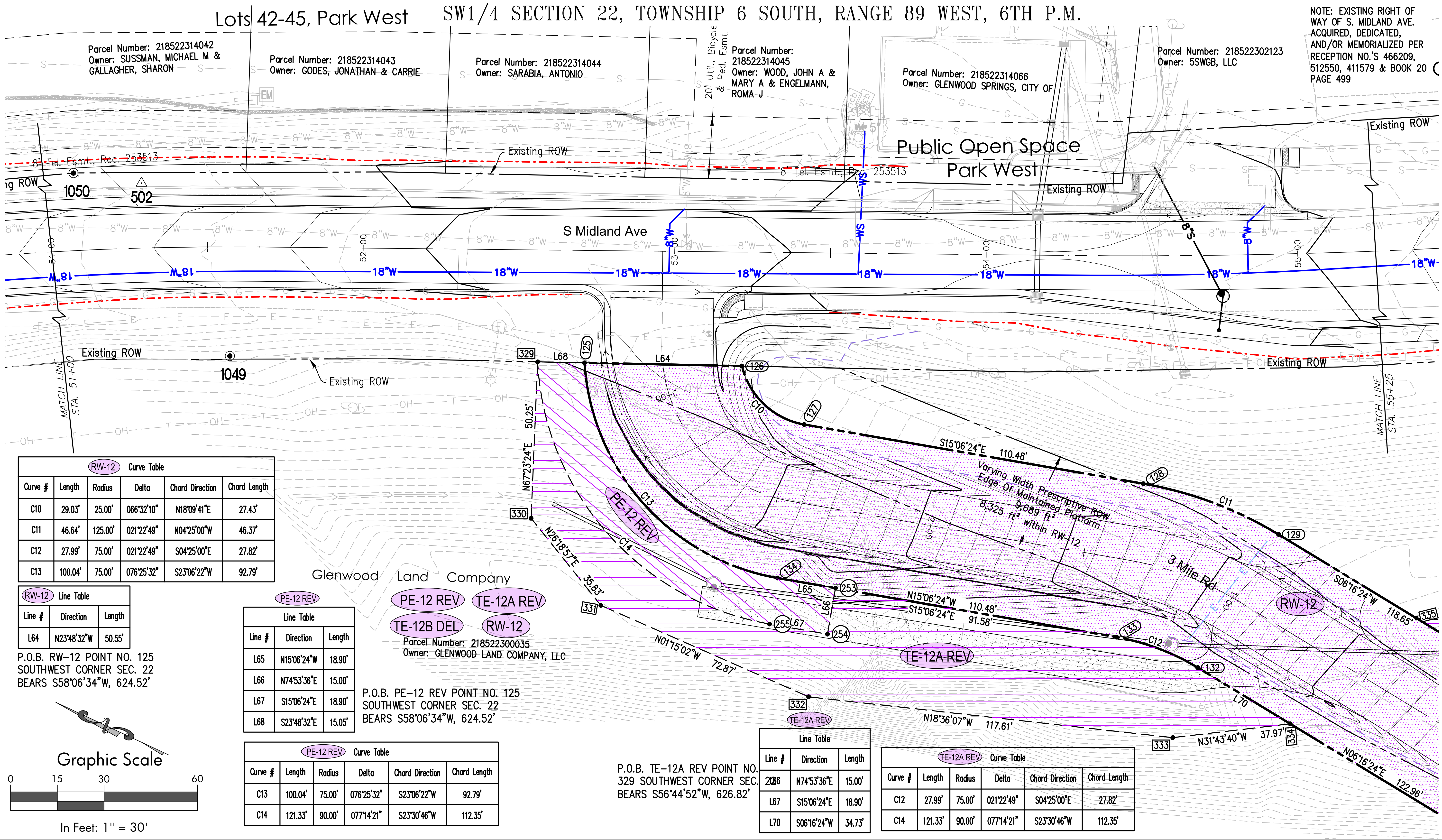
RIGHT OF WAY PLANS
PLAN SHEET

Project Number: BUILD M535-006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	1/03/20	7.13 of 7.17	29	37

SW1/4 SECTION 22, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 466209, 512550, 411579 & BOOK 20 PAGE 499



RW-12 Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C10	29.03'	25.00'	066°32'10"	N18°09'41"E	27.43'
C11	46.64'	125.00'	021°22'49"	N04°25'00"W	46.37'
C12	27.99'	75.00'	021°22'49"	S04°25'00"E	27.82'
C13	100.04'	75.00'	076°25'32"	S23°06'22"W	92.79'

RW-12 Line Table

Line #	Direction	Length
L64	N23°48'32"W	50.55'

P.O.B. RW-12 POINT NO. 125
SOUTHWEST CORNER SEC. 22
BEARS S58°06'34"W, 624.52'

PE-12 REV Line Table

Line #	Direction	Length
L65	N15°06'24"W	18.90'
L66	N74°53'36"E	15.00'
L67	S15°06'24"E	18.90'
L68	S23°48'32"E	15.05'

P.O.B. PE-12 REV POINT NO. 125
SOUTHWEST CORNER SEC. 22
BEARS S58°06'34"W, 624.52'

PE-12 REV Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C13	100.04'	75.00'	076°25'32"	S23°06'22"W	92.79'
C14	121.33'	90.00'	077°14'21"	S23°30'46"W	112.35'

P.O.B. TE-12A REV POINT NO. 329 SOUTHWEST CORNER SEC. 22
BEARS S56°44'52"W, 626.82'

TE-12A REV Line Table

Line #	Direction	Length
L66	N74°53'36"E	15.00'
L67	S15°06'24"E	18.90'
L70	S06°16'24"W	34.73'

TE-12A REV Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C12	27.99'	75.00'	021°22'49"	S04°25'00"E	27.82'
C14	121.33'	90.00'	077°14'21"	S23°30'46"W	112.35'

Graphic Scale
0 15 30 60
In Feet: 1" = 30'

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Sheet Revisions		
Date	Description	Initials
11/05/19	Revised TE-12C to TE-12B	hs
1/03/20	Revised TE-12B to TE-12C	hs

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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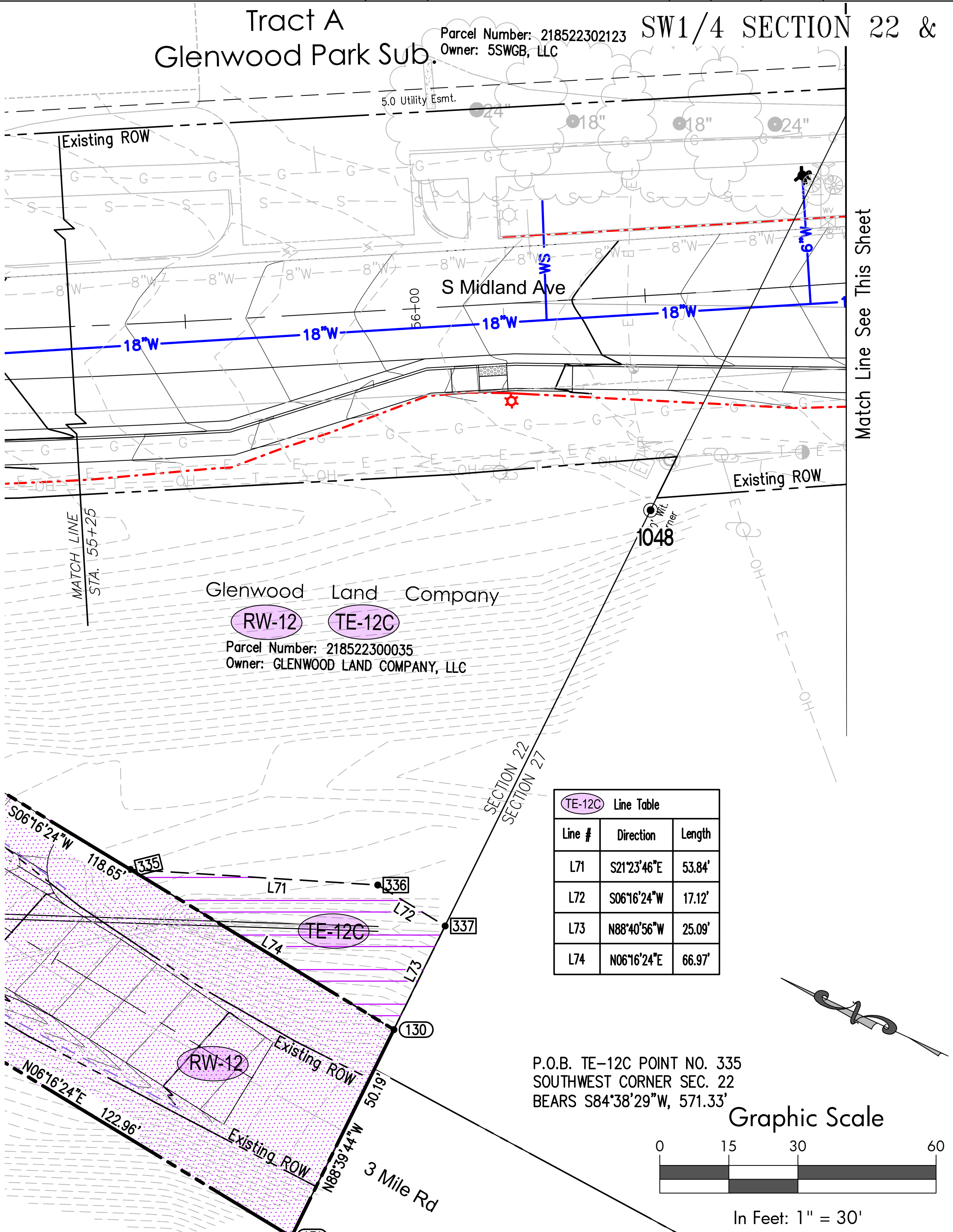
RIGHT OF WAY PLANS
PLAN SHEET
Project Number: BUILD M535-006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	1/03/20	7.14 of 7.17	30	37

SW1/4 SECTION 22 & NW1/4 SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.

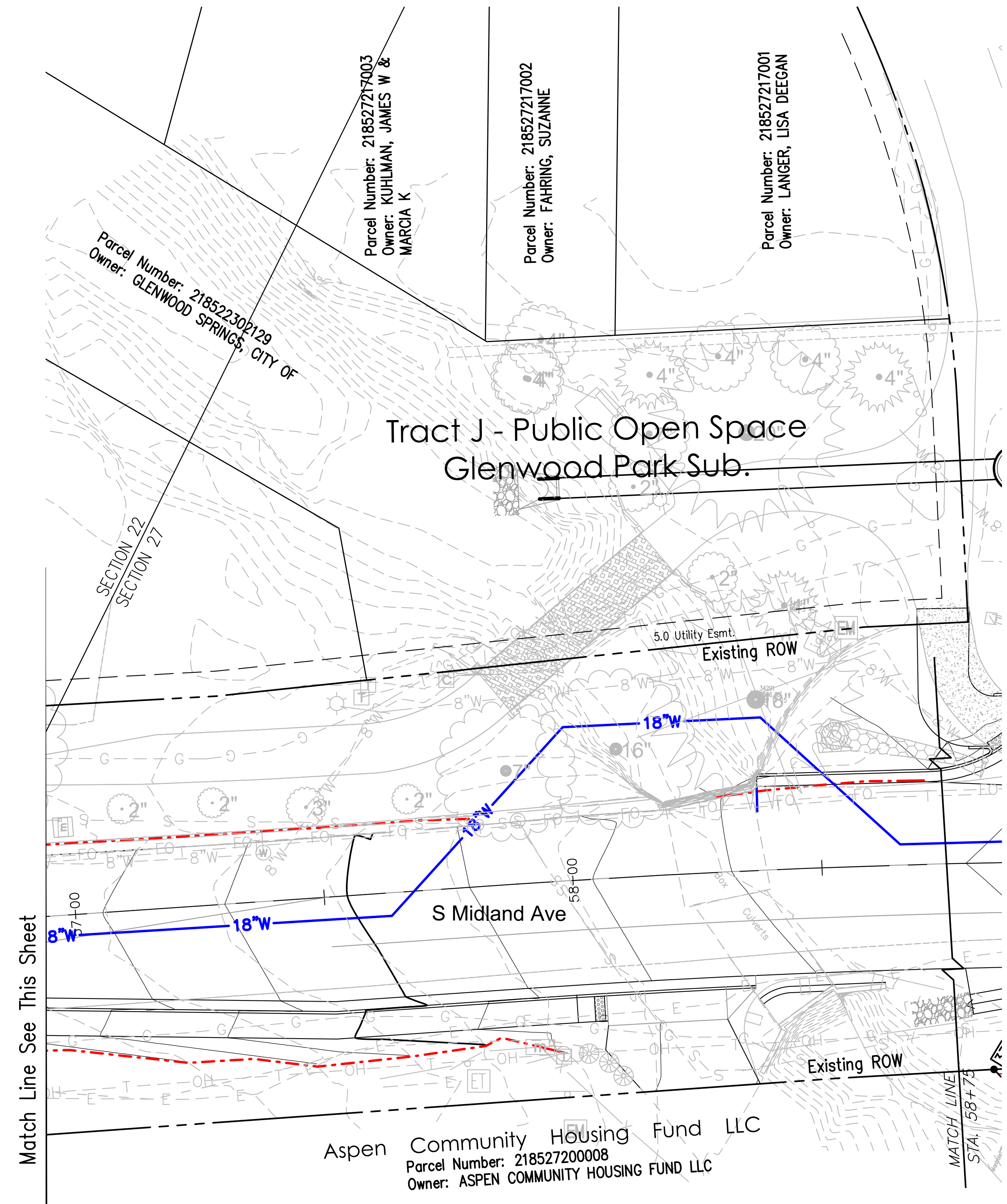


Line #	Direction	Length
L71	S21°23'46"E	53.84'
L72	S06°16'24"W	17.12'
L73	N88°40'56"W	25.09'
L74	N06°16'24"E	66.97'

TE-12C Line Table

P.O.B. TE-12C POINT NO. 335
SOUTHWEST CORNER SEC. 22
BEARS S84°38'29"W, 571.33'

Graphic Scale
0 15 30 60
In Feet: 1" = 30'



NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 466209, 512550, 411579 & BOOK 20 PAGE 499

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GLENWOOD SPRINGS
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Sheet Revisions		
Date	Description	Initials
08/03/19	Parcel 14 Ownership change	reb

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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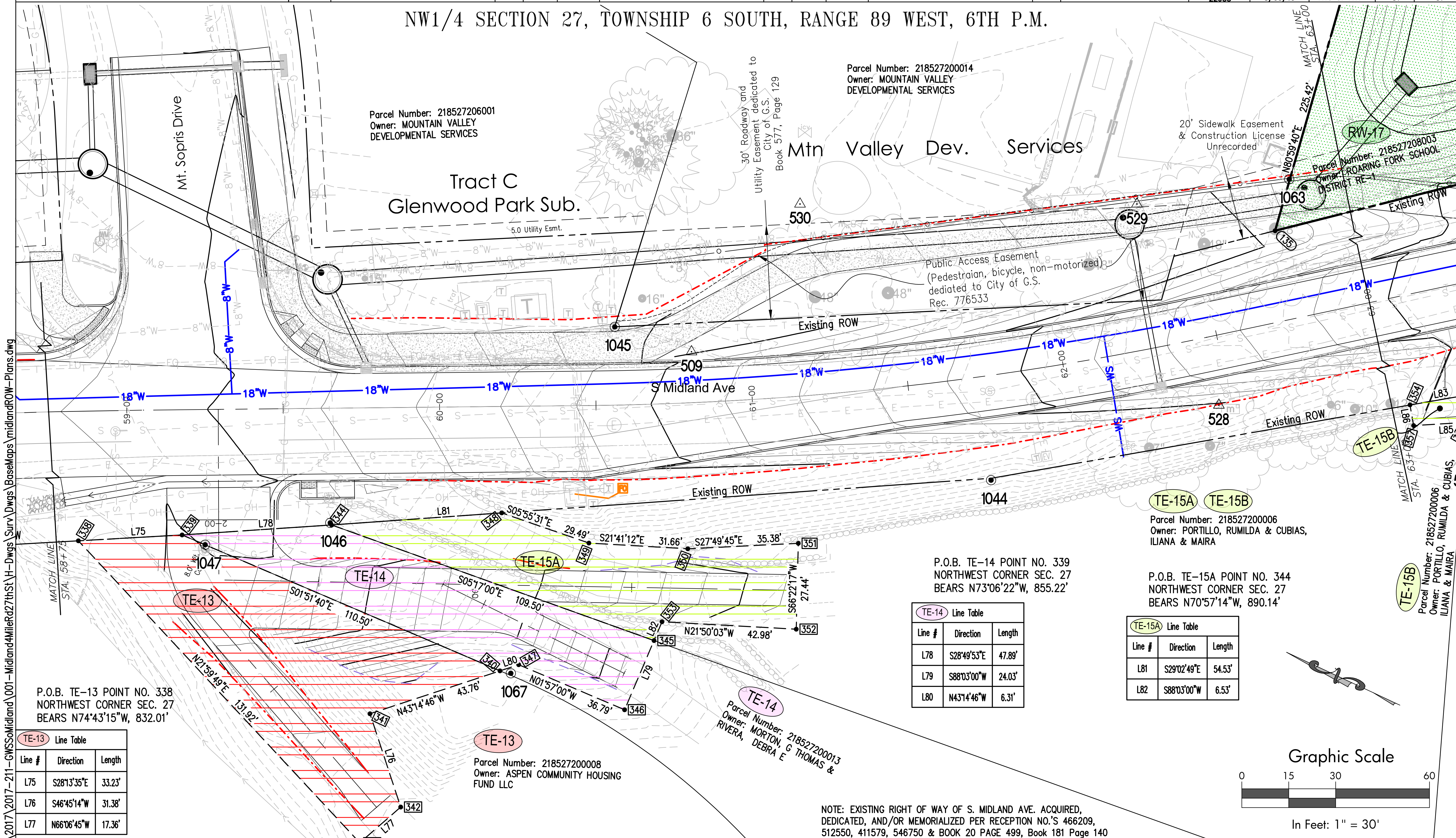
RIGHT OF WAY PLANS
PLAN SHEET

Project Number: BUILD M535–006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	8/03/19	7.15 of 7.17	31	37

NW1/4 SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



P.O.B. TE-13 POINT NO. 338
NORTHWEST CORNER SEC. 27
BEARS N74°43'15"W, 832.01'

TE-13 Line Table

Line #	Direction	Length
L75	S28°13'35"E	33.23'
L76	S46°45'14"W	31.38'
L77	N66°06'45"W	17.36'

P.O.B. TE-14 POINT NO. 339
NORTHWEST CORNER SEC. 27
BEARS N73°06'22"W, 855.22'

TE-14 Line Table

Line #	Direction	Length
L78	S28°49'53"E	47.89'
L79	S88°03'00"W	24.03'
L80	N43°14'46"W	6.31'

P.O.B. TE-15A POINT NO. 344
NORTHWEST CORNER SEC. 27
BEARS N70°57'14"W, 890.14'

TE-15A Line Table

Line #	Direction	Length
L81	S29°02'49"E	54.53'
L82	S88°03'00"W	6.53'

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 466209, 512550, 411579, 546750 & BOOK 20 PAGE 499, Book 181 Page 140

Graphic Scale
0 15 30 60
In Feet: 1" = 30'

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GLENWOOD SPRINGS COLORADO

Sheet Revisions		
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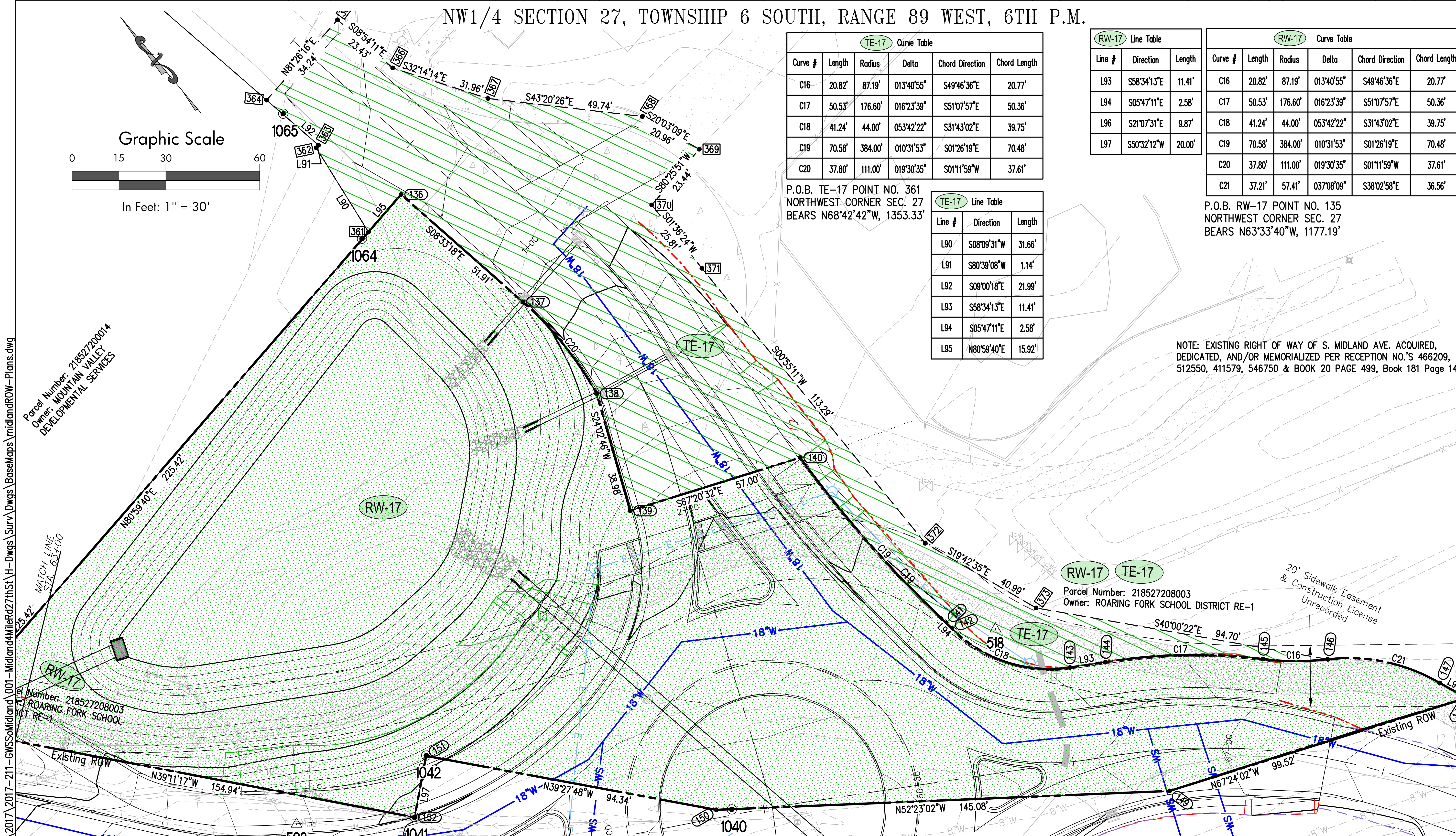
RIGHT OF WAY PLANS
PLAN SHEET

Project Number: BUILD M535-006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	6/05/19	7.16 of 7.17	32	37

NW1/4 SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



TE-17 Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C16	20.82'	87.19'	013°40'55"	S49°46'36"E	20.77'
C17	50.53'	176.60'	016°23'39"	S51°07'57"E	50.36'
C18	41.24'	44.00'	053°42'22"	S31°43'02"E	39.75'
C19	70.58'	384.00'	010°31'53"	S01°26'19"E	70.48'
C20	37.80'	111.00'	019°30'35"	S01°11'59"W	37.61'

P.O.B. TE-17 POINT NO. 361
NORTHWEST CORNER SEC. 27
BEARS N68°42'42"W, 1353.33'

TE-17 Line Table		
Line #	Direction	Length
L90	S08°09'31"W	31.66'
L91	S80°39'08"W	1.14'
L92	S09°00'18"E	21.99'
L93	S58°34'13"E	11.41'
L94	S05°47'11"E	2.58'
L95	N80°59'40"E	15.92'

RW-17 Line Table		
Line #	Direction	Length
L93	S58°34'13"E	11.41'
L94	S05°47'11"E	2.58'
L96	S21°07'31"E	9.87'
L97	S50°32'12"W	20.00'

RW-17 Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C16	20.82'	87.19'	013°40'55"	S49°46'36"E	20.77'
C17	50.53'	176.60'	016°23'39"	S51°07'57"E	50.36'
C18	41.24'	44.00'	053°42'22"	S31°43'02"E	39.75'
C19	70.58'	384.00'	010°31'53"	S01°26'19"E	70.48'
C20	37.80'	111.00'	019°30'35"	S01°11'59"W	37.61'
C21	37.21'	57.41'	037°08'09"	S38°02'58"E	36.56'

P.O.B. RW-17 POINT NO. 135
NORTHWEST CORNER SEC. 27
BEARS N63°33'40"W, 1177.19'

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 466209, 512550, 411579, 546750 & BOOK 20 PAGE 499, Book 181 Page 140

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GLENWOOD SPRINGS COLORADO

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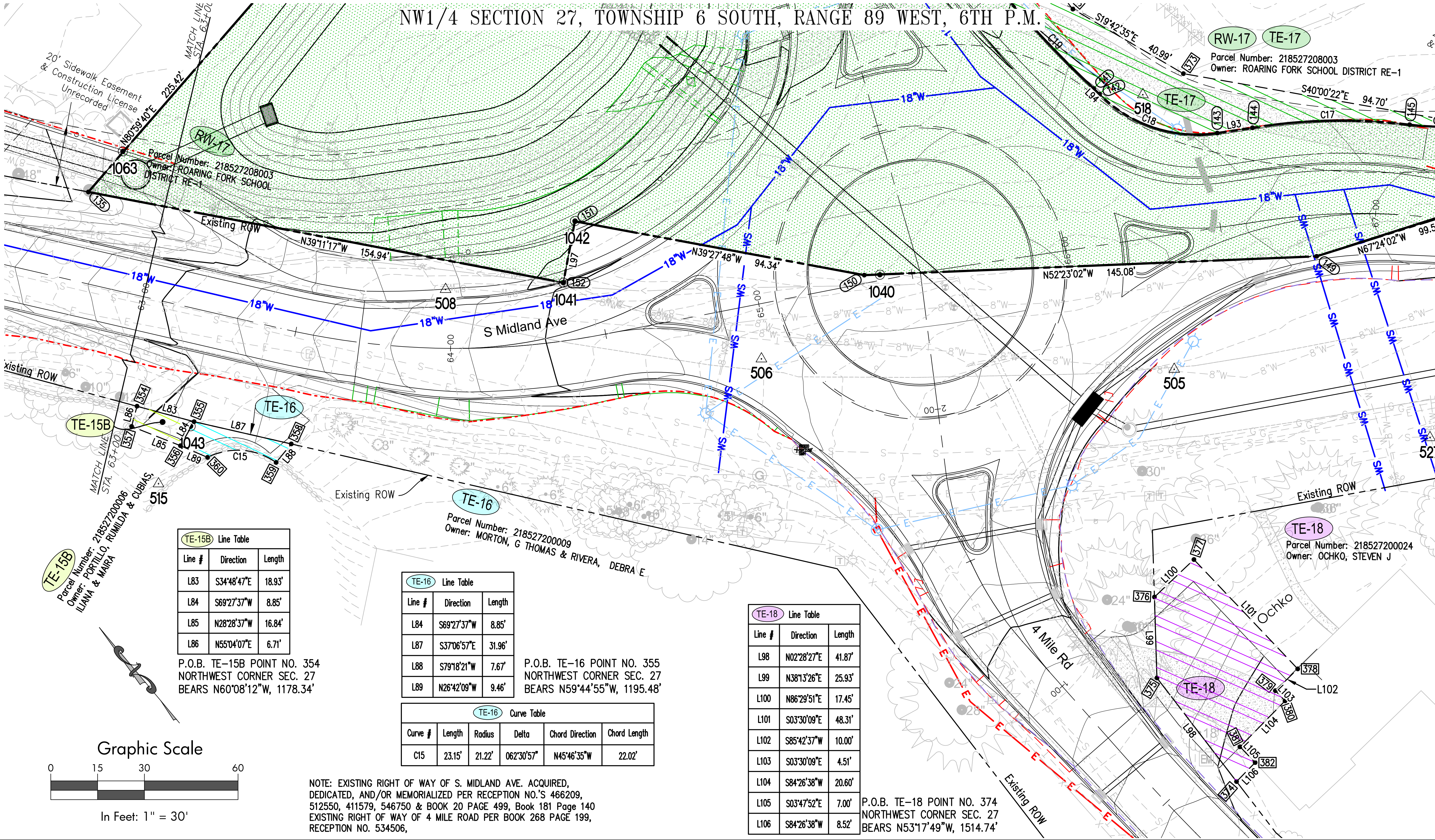
RIGHT OF WAY PLANS
PLAN SHEET
Project Number: BUILD M535-006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	6/05/19	7.17 of 7.17	33	37

NW1/4 SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, 6TH P.M.



TE-15B Line Table		
Line #	Direction	Length
L83	S34°48'47"E	18.93'
L84	S69°27'37"W	8.85'
L85	N28°28'37"W	16.84'
L86	N55°04'07"E	6.71'

P.O.B. TE-15B POINT NO. 354
NORTHWEST CORNER SEC. 27
BEARS N60°08'12"W, 1178.34'

TE-16 Line Table		
Line #	Direction	Length
L84	S69°27'37"W	8.85'
L87	S37°06'57"E	31.96'
L88	S79°18'21"W	7.67'
L89	N26°42'09"W	9.46'

P.O.B. TE-16 POINT NO. 355
NORTHWEST CORNER SEC. 27
BEARS N59°44'55"W, 1195.48'

TE-16 Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C15	23.15'	21.22'	062°30'57"	N45°46'35"W	22.02'

TE-18 Line Table		
Line #	Direction	Length
L98	N02°28'27"E	41.87'
L99	N38°13'26"E	25.93'
L100	N86°29'51"E	17.45'
L101	S03°30'09"E	48.31'
L102	S85°42'37"W	10.00'
L103	S03°30'09"E	4.51'
L104	S84°26'38"W	20.60'
L105	S03°47'52"E	7.00'
L106	S84°26'38"W	8.52'

P.O.B. TE-18 POINT NO. 374
NORTHWEST CORNER SEC. 27
BEARS N53°17'49"W, 1514.74'

NOTE: EXISTING RIGHT OF WAY OF S. MIDLAND AVE. ACQUIRED, DEDICATED, AND/OR MEMORIALIZED PER RECEPTION NO.'S 466209, 512550, 411579, 546750 & BOOK 20 PAGE 499, Book 181 Page 140 EXISTING RIGHT OF WAY OF 4 MILE ROAD PER BOOK 268 PAGE 199, RECEPTION NO. 534506,

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GLENWOOD SPRINGS COLORADO

Sheet Revisions		
Date	Description	Initials
11/05/19	Revised PE-4B and added PE-4C	hs
1/03/20	Added Alignments	hs

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

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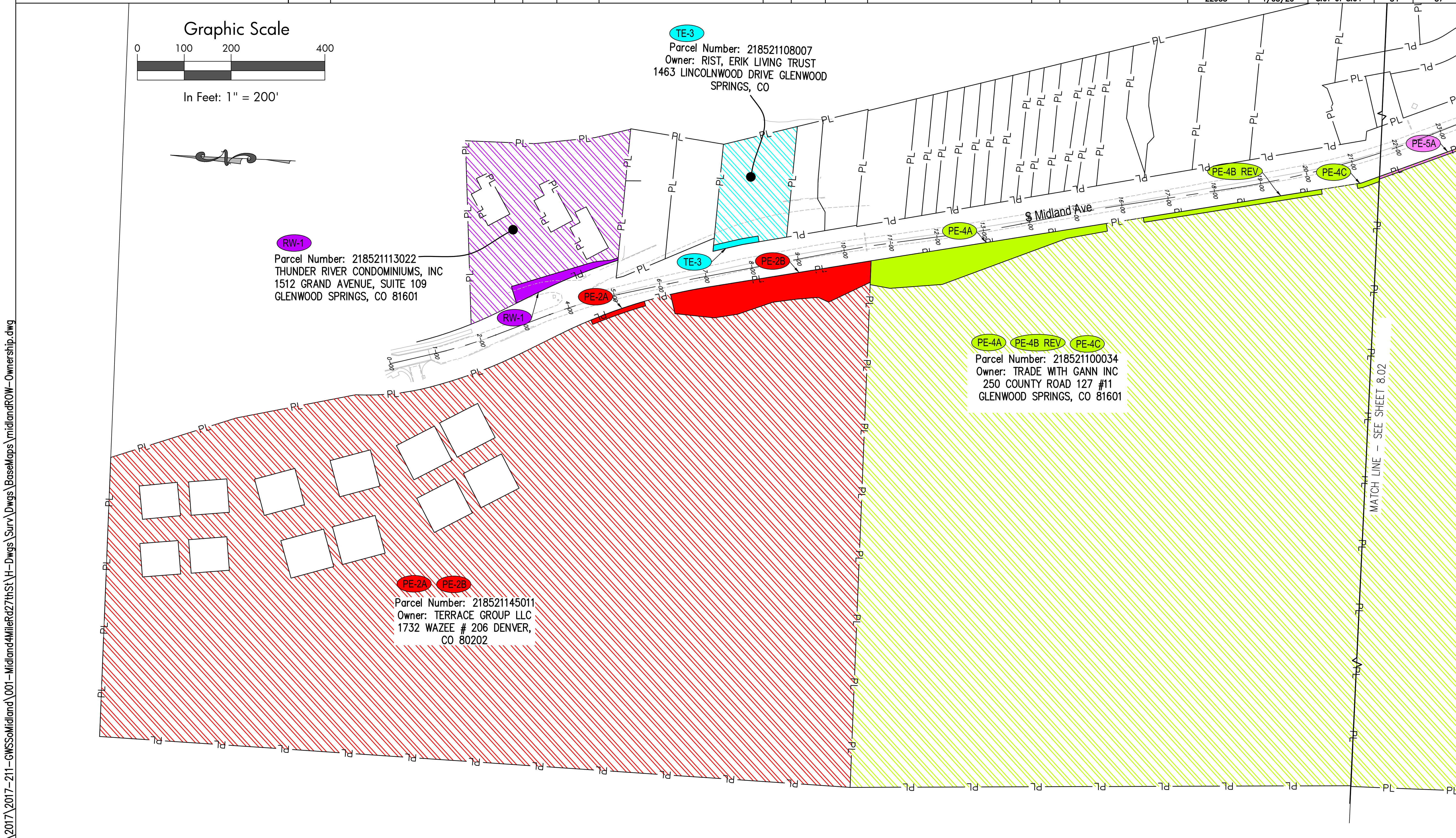
RIGHT OF WAY PLANS
OWNERSHIP SHEET
Project Number: BUILD M535-006
Project Location: South Midland Ave, Glenwood Springs
South Midland Avenue Improvement Project

Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total Sheets
22933	1/03/20	8.01 of 8.04	34	37



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GLENWOOD SPRINGS COLORADO

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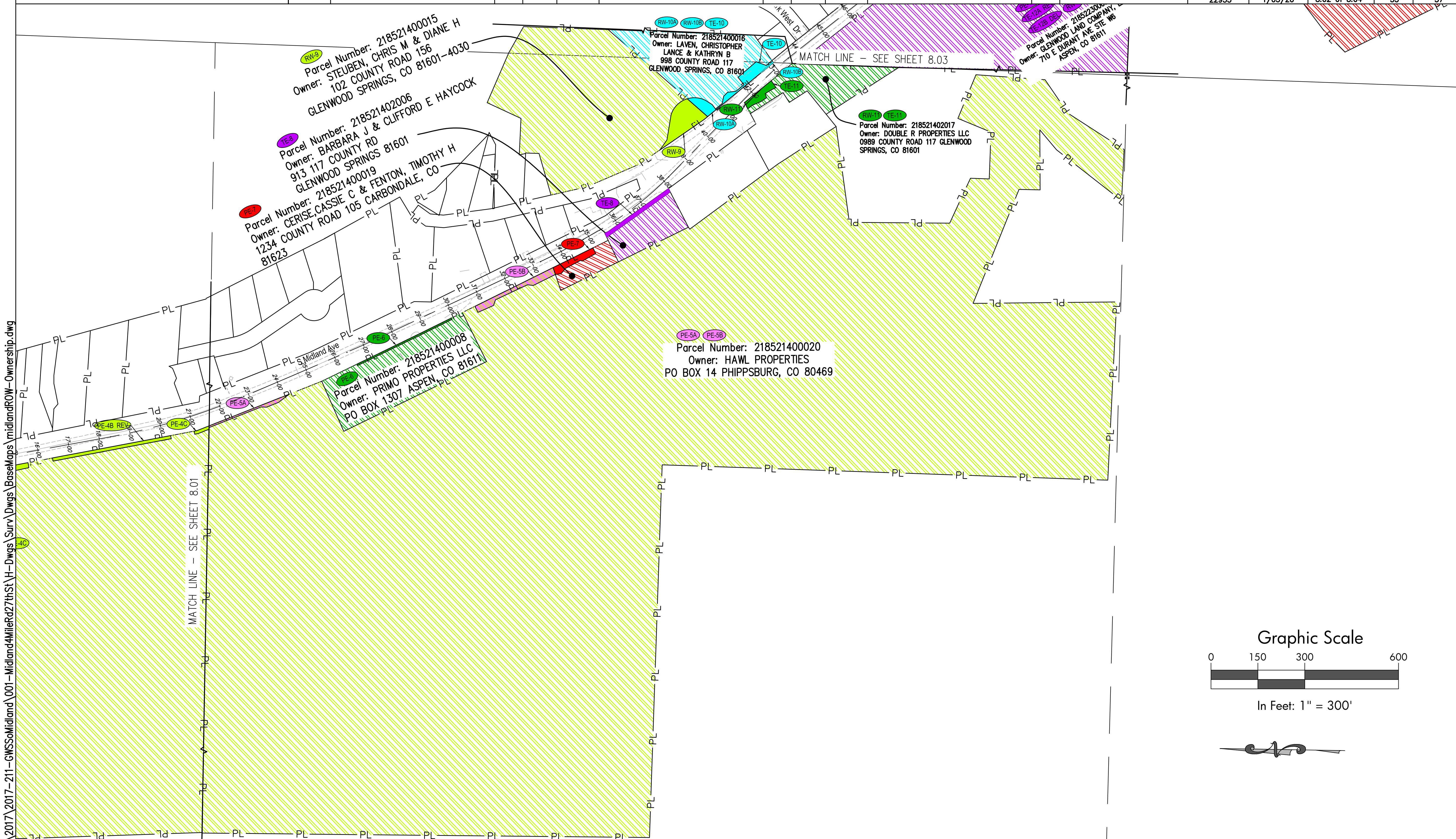
22933	1/03/20	8.02 of 8.04	35	37



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GLENWOOD SPRINGS COLORADO

Sheet Revisions

Date	Description	Initials
11/05/19	Removed PE-12 and TE-12C, Revised TE-12A and TE-12B	hs
11/26/19	Revised TE-12A and Added PE-12	hs
1/03/20	Revised TE-12A, PE-12 AND TE-12B TO TC-12C Added Alignments	hs

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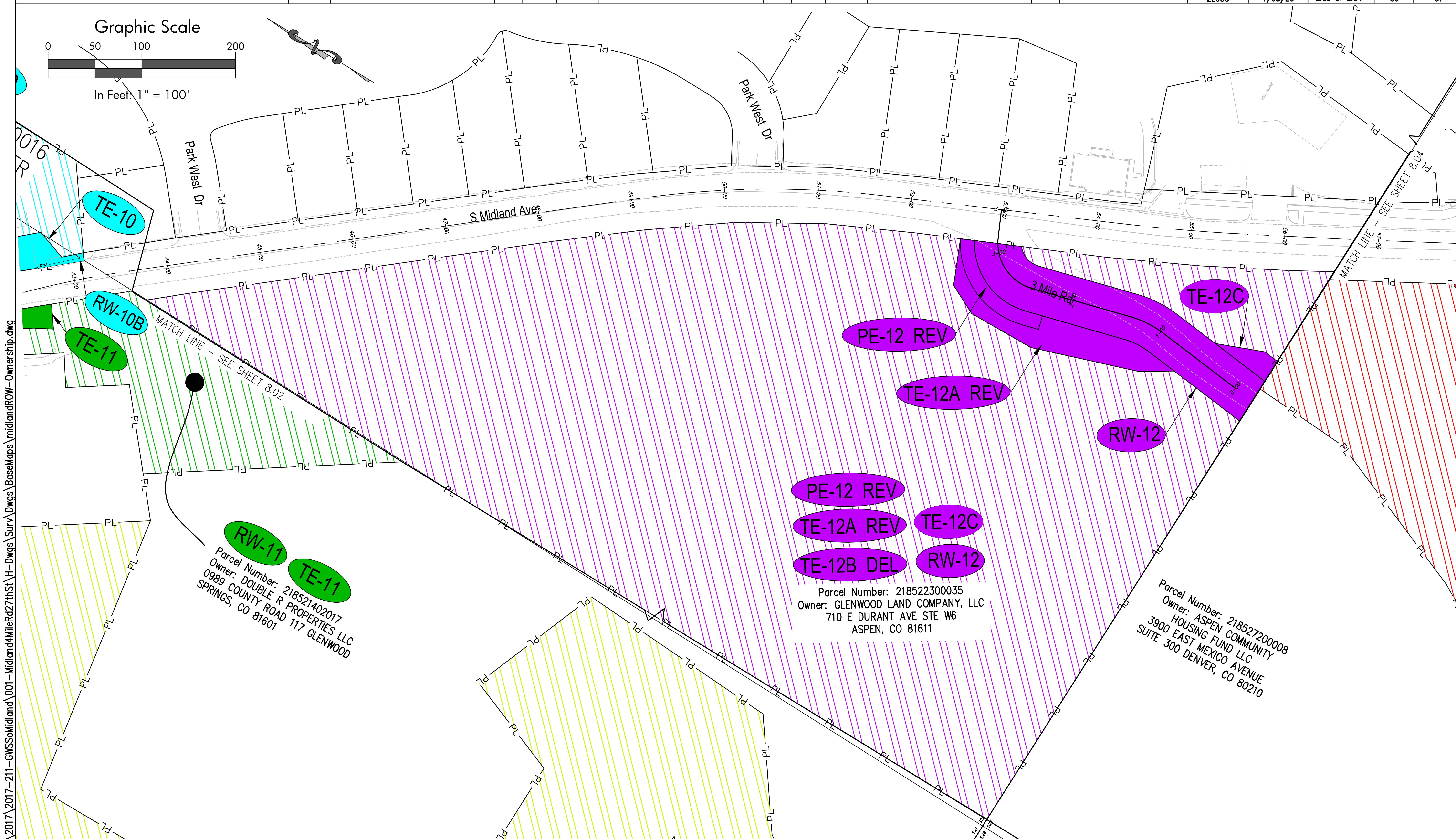

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GLENWOOD SPRINGS
COLORADO

Sheet Revisions

Date	Description	Initials
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11/05/19	Removed PE-12 and TE-12C, Revised TE-12A and TE-12B	hs
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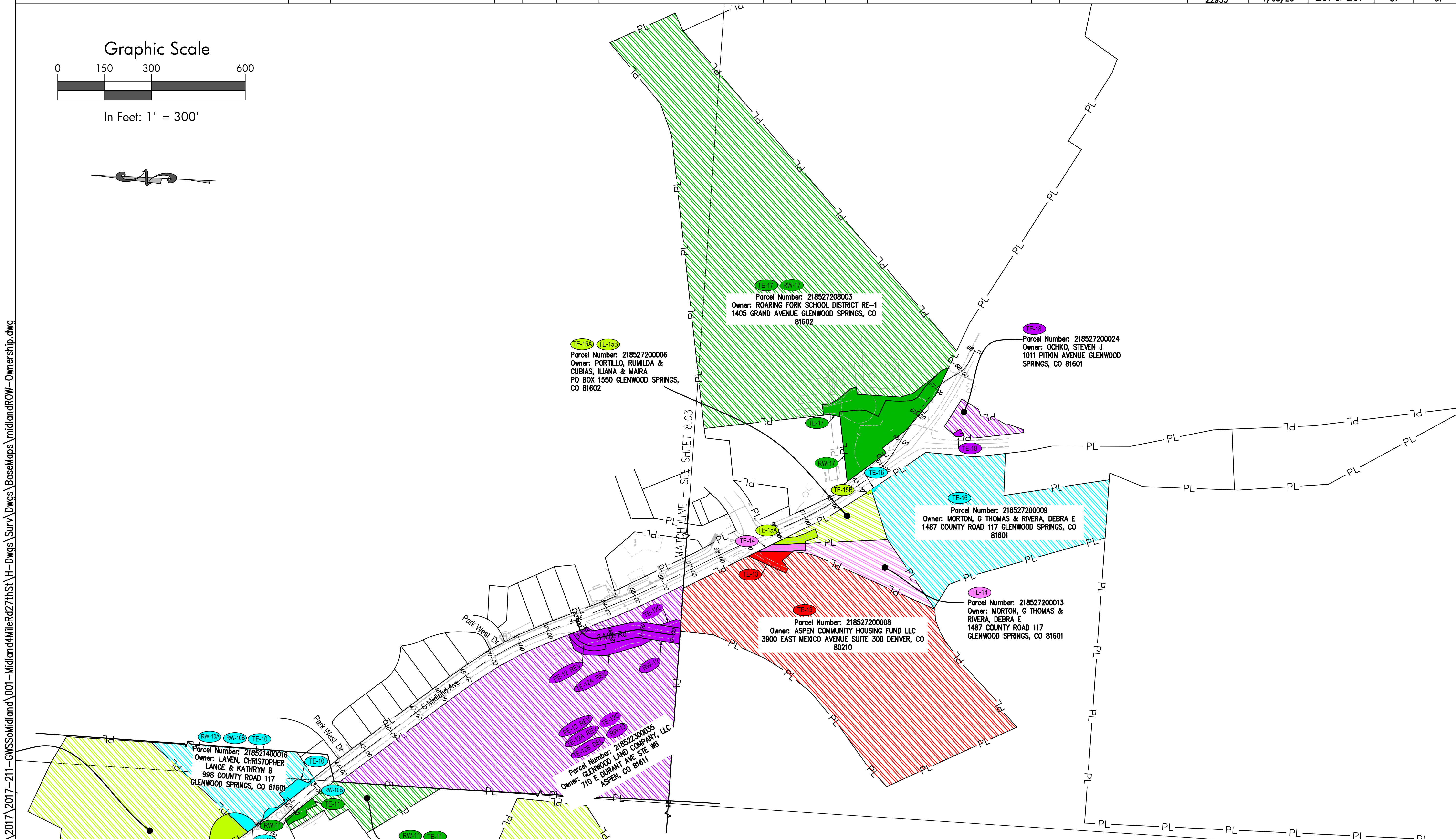

City Council
STAFF REPORT
City of Glenwood Springs
May 14, 2020

Agenda Item: G4 Grant Review Committee

Action Requested:

Department: City Administration

Presented By:

Background Info:

Issues:

Staff Recommendation:

City Council
STAFF REPORT
City of Glenwood Springs
May 14, 2020

Agenda Item: COVID- 19 Updates

Action Requested:

Department: City Administration

Presented By:

Background Info:

Issues:

Staff Recommendation: