



AGENDA
CITY OF GLENWOOD SPRINGS
Planning and Zoning Commission
Regular Meeting
JULY 28, 2020
Council Chambers, First Floor
101 W. 8TH STREET
6:00 PM

1 Meeting Attendance Instructions

- A. Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82503725341>

Or iPhone one-tap :

US: +16699006833,,82503725341# or +12532158782,,82503725341#

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: 825 0372 5341

International numbers available: <https://us02web.zoom.us/j/82503725341>

2 Roll Call

3 Receipt of the Minutes

- A. Minutes - June 23, 2020

4 Comments from citizens appearing for items not on the agenda

5 New Items

- A. #13-20 Consideration of a Special Use Permit for the construction of a 654 square foot wireless communications base station facility related to an underground fiber optic network. (PIN: 2185-092-00-043)

6 Planning Workshop

- A. Discussion: Amending regulations related to Medical Marijuana Business, Retail Marijuana Business, and Marijuana Cultivation.
- B. Discussion: Adding design variance criteria to Title 070 Article 070.060.070 Flexibility and Relief Procedures.

- 7 Commissioner Comments
- 8 Director Comments
- 9 Adjournment



MINUTES
City of Glenwood Springs
Planning and Zoning Commission
Regular Meeting
June 23, 2020
Zoom
6:00PM

1. Roll Call

Present at roll call were Commissioners: Marco Dehm, George Shaver, Carolyn Cipperly, Kathryn Grosccup, Sumner Schachter

Absent at roll call were Commissioners: Amber Wissing, Ingrid Wussow, Ben West, Dean Kinkel

Also present were: Jenn Ooton Asst. City Manager, Gretchen Ricehill Asst. Economic/Community Development Director, Terri Parch City Engineer, Trent Hyatt Senior Planner, Anna Itenberg City Attorney, Emery Ellingson Planner I, Jessica Bowser Asst. City Engineer, Matt Langhorst Public Works Director

2. Receipt of Minutes- Receipt of May 26, 2020 minutes.

Commissioner Shaver made the motion to receive the May 26, 2020 minutes. Commissioner Schachter seconded the motion.

Motion passed unanimously

3. Public Comments

Comments from citizens appearing for items not on the agenda. No citizens appeared for items not on the agenda.

4. Continued Items –

- a. 04-20 Consideration of a Major Site/Architectural Plan Review, Rezoning from RH Residential High-Density to RT Residential Transitional, and Variance applications for the construction of 100 Multifamily apartment units in 6 buildings on approximately 5.8 acres (PIN 2185-153-04-001, 2185-153-02-008, and 2185-211-00-002)*

Applicant: Triumph Development

Owner: Bell Rippy Glenwood, LLC

Location: Adjacent to Palmer Avenue between Blake and 26th

Zone: RH Residential High-Density and RT Residential Transitional

Trent Hyatt provided an update on the progression of the review of the application. Hyatt summarized that the application was first heard on April 28th, 2020 and was continued to the May 5th meeting to allow for more public input. The May 5th meeting was cut short due to an internet outage and was continued to the May 26th meeting. At the May 26th meeting the Commission requested that staff hold a neighborhood meeting to gather more input regarding the project and proposal.

Hyatt stated that a neighborhood meeting was held on Monday, June 8th to discuss options regarding traffic circulation and other concerns. Hyatt indicated that there were approximately 20 individuals in attendance at this meeting. The new site plan that resulted from this meeting included, as summarized by Hyatt, the elimination of a building, expanded footprint of other buildings, changes to Palmer Avenue by creating a non-through street, adding emergency access and pedestrian access to only the upper section of Palmer, and changes to existing parking areas. Hyatt indicated that the proposed changes and input from this meeting were all contained in the staff report and packet of materials, referred to as Option C.

Commissioner Schachter expressed his opinion on the new proposal's improvements to the transportation network. City Engineer Terri Partch addressed Schachter's concerns and stated that staff conducted a site visit to investigate possible improvement options. Partch suggested that Blake could be signed one way southbound until improvements occurred and stated some concerns that traffic coming off Highway 82 could funnel to Palmer.

Commissioner Grosscup also expressed concerns about the status of the Blake gate being open in conjunction with this project. Commissioner Shaver asked for the width of the right-of-way of Blake between 24th and 26th Street. Assistant Engineer Jessica Bowser confirmed that the right-of-way was 50'. Terri Partch confirmed that the asphalt at that part of Blake was approximately 20'. Shaver asked if the right-of-way extended near the houses on that street, which Partch confirmed. Partch mentioned the possibility of a temporary one-way on Blake and explained that if that would be a permanent change, that additional solutions would be considered. Shaver also asked if speed bumps would be considered for Blake. Partch explained that temporary speed bumps which can be installed for a summer and removed during the winter could be an option. Trent Hyatt also explained that there was concern from the neighborhood about possible effects of creating a one-way street in the neighborhood.

Commissioner Cipperly expressed concern about two-way traffic on Blake Avenue and the dangerous environment for pedestrians in that area. Cipperly also asked about any previous City Council direction to make Blake one way.

Commissioner Shaver asked if the one-way on Blake would extend from 24th or 23rd. Terri Partch confirmed that a one-way for this project would likely extend from 24th to 26th rather than from 23rd to 26th.

Commissioner Schachter asked if the local transportation plan had a draft and Partch confirmed there was a draft that would go before City Council at an upcoming meeting. Partch also indicated that any plan regarding turning Blake into a one-way street would likely require more public input, specifically to involve more of the Palmer neighborhood in the discussion.

Commissioner Dehm asked if there were any previous documents that prohibited the removal or alteration of the Blake Gate. Assistant City Engineer Jessica Bowser confirmed that nothing had been documented or recorded during the installation of the Blake Gate to prohibit the removal or alteration of the Blake Gate.

Commissioner Dehm asked if Staff would have issues with the reconfigured plan. Partch explained that Palmer was not on a schedule for improvements and explained the situations that would likely trigger that being added to that schedule such as a rapid increase in property value in the area.

Dehm then invited the applicants to share their comments.

Michael O'Connor from Triumph Development, LLC presented on the changes to the plan based on the results of the previous Planning & Zoning meeting and neighborhood meeting held on June 8th. He provided a summary of the questions and comments from Planning & Zoning and public feedback that would be addressed.

O'Connor explained how a traffic management plan was created by combining staff and public input, which resulted in the creation of four different options for traffic management. These four options that were created included:

- Existing current entitlements
- Option A: Neighborhood speed calming with speed bumps
- Option B: Coupled one-way streets with striped pedestrian and bike lane on Blake southbound and Palmer northbound
- Option C: Redesign of Palmer Avenue through the site.

At the public meeting held on June 8th, there was substantial support for the current plan with support for adding speed calming on Palmer as well as redesigning Palmer through the site.

Mike Foster, Triumph West Architecture, spoke to explain proposed site plan modifications which include the following changes:

- Elimination of Building F resulting in five apartment buildings with a total of 98 units
- Decrease in size of Building B from 12 units to 10 units
- Enlargement of Buildings A & E
- Addition of a duplex building to replace Building F
- Elimination of north parking lot to be replaced with green space

- Enhanced landscape buffers between the project and existing Oakhurst townhomes
- Reconstruction of Palmer Avenue within the site including 10' bike path
- Location of Community Room and management office

O'Connor also explained that with the change in units and parking configuration that the property now exceeds parking requirements by 11%. O'Connor stated that there will be a property manager on-site that will manage community parking through tools such as lease requirements, assigned parking, and paid parking. O'Connor also provided Commission a summary table of how the proposed plan compares to the previously approved plan. O'Connor continued to explain that since this project is based in an opportunity zone, that the project was under a time constraint due to financing requirements and deadlines. O'Connor concluded by thanking Commission for their time and expressed the opinion that the new proposed plan was superior to previous versions.

Stephanie Copeland, Triumph Development, voiced support for the proposed plan of the applicant.

Commissioner Grosscup asked how peak hour traffic would impact this site and if there would be queuing up at the entrance. Grosscup asked to confirm that the park part of the design would be open to the public and maintained by the applicant. Grosscup also asked about the surface of the proposed bike trail. O'Connor confirmed that the park would be open to the public and maintained by the applicant and that the bike trail surface was still under consideration. Grosscup also asked to confirm the one-way status of Blake Avenue. O'Connor confirmed that the proposal was to have Blake be one-way.

Commissioner Shaver asked the applicant to confirm about a specific area on the site plan that was indicated by cross-hatching. O'Connor explained that area was an additional debris flow area. Shaver also asked about designated snow storage areas. Foster explained that there were existing snow storage areas which would be included in the final plan. Shaver also asked about coordination with other Departments including Fire and Emergency. Hyatt confirmed that final plans would need to receive approval from those Departments and were in support of the general details of the plan.

Community Development Director Jenn Ooton asked for Commission to clarify if the condition to designate a one-way street on Blake would be temporary or permanent.

Commissioner Schachter asked to confirm that the condition of approval would include one-way Blake.

Commissioner Dehm asked for clarification if approval of the proposed project tonight would be the resulting development. Hyatt explained that the vested right of the previous approval expires January 2021 and believed that either the proposed plan or the previously approved plan could be developed by the applicant. City Attorney Anna Itenberg explained that this proposal could not have a condition placed on it that would undo the approval of the previous plan. Michael O'Connor confirmed that the proposed plan was what the applicant would be looking to build. Stephanie Copeland also confirmed that the proposed project, in its most recent version, is what the applicant was looking to build.

Dehm also asked to confirm that this plan would result in the removal of the Blake Gate which was confirmed by Hyatt.

Dehm stated that public comment portion had already been closed and that there would be no additional public comment on the item.

Commissioner Schachter made a motion to approve the site architectural plan with the findings and conditions of the revised suggested motions and staff report from June 23rd with a modification that Condition of Approval #1 include that Blake from 24th to 26th be made one-way south bound until a more permanent solution is devised. Commissioner Cipperly seconded the motion. Commissioner Shaver asked about the finding and conditions listed in the staff report.

Motion was called to a vote. Commissioner Grosscup, Shaver, Cipperly, Schacher, and Dehm voted to approve the motion.

Motion passed 5-0

5. New Items

- a. *14-20 Consideration of a Minor Site/Architectural Plan Review for a 2,838 square foot expansion of an existing commercial building (PIN: 2185-053-41-001 and 002)*

Applicant: Kinetic Design (formerly EI Design)
Owner: Halle Properties, LLC
Location: 51537 Highway 6
Zone: M1 Mixed Use Corridor

Planner I Emery Ellingson briefly explained the proposed project and proposed location.

Commissioner Dehm opened the discussion to the applicant for questions. Steve Appel, 1260 Corona Point Court, Corona, CA, representing Kinetic Design explained the extension of the building was to create more space for tire storage. This extension would result in moving the current transformer and trash enclosure. Appel also noted that this addition would result in the removal of some storage containers currently used for tire storage, which is a zoning code violation.

Commissioner Dehm asked if the proposed addition would match the existing building's design, which was confirmed by the applicant.

Commissioner Grosscup asked staff regarding the procedure of Planning & Zoning Commission in reviewing this application since the existing building was less than 10,000 square feet. Emery Ellingson explained that because the addition created a building that was over 10,000 square feet that would require it to go before Planning & Zoning Commission. Grosscup stated that in the future, it might be a good idea to reconsider this requirement in code revisions as this project was a basic build out addition.

Commissioner Cipperly asked for confirmation about changes to the building design had been addressed. Emery Ellingson explained that under code, since this addition was less than 50% of the original footprint, the applicant is not required as condition of approval to meet all design requirements.

Gretchen Ricehill commented that changing the language on square foot threshold for additions that push a building over 10,000 square feet would be a future code amendment.

Commissioner Schachter had a question regarding the landscape plan about the number of trees

indicated in the landscape plan as indicated in the staff report. Emery Ellingson confirmed that there were 36 proposed trees in the landscape plan and 30 trees were required by code.

Commissioner Dehm opened the discussion for public comment.

Anne Leuter, 51579 Highway 6, asked about the development of the back lot on the property as they had received public notice regarding this application.

Bryce Christensen, 1600 Kerns Road, Snowmass, CO representing Kimley-Horn explained that the back lot on the property was not for sale or part of the property.

Commissioner Dehm closed the public comment portion.

Commissioner Grosscup made a motion to approve the item. Motion was seconded by Commissioner Schachter.

Motion was called to a vote. Commissioner Grosscup, Shaver, Cipperly, Schacher, and Dehm voted to approve the motion.

Motion passed 5-0

At approximately 7:45 PM, Commissioner Dehm called for a five-minute recess.

- b. 30-20 Consideration of a Location & Extent Review application for construction of an 1,800 sf covered storage building, a 5-bay 2,250 s.f. garage storage building, a 3,200 s.f. temporary canvas covered buildings, and temporary mobile and storage units. The application includes moving and extending an existing chain link fencing on the north property line and constructing a concrete pad for street sweeper use.*

Applicant: City of Glenwood Springs, Public Works Department

Owner: City of Glenwood Springs

Location: 811 Airport Road and is legally described as a 61.735 acre tract in Section 22 & 27, twp 6, Range 89, Garfield County, Colorado

Zone: IL- Light Industrial

Assistant Director Ricehill explained that this application is a location and extent review that this is an opportunity for Planning & Zoning Commission to review projects by public entities. Ricehill described the status and use of the area, colloquially known as "The Boneyard". Ricehill explained the City proposal to add buildings as described in the application for use by City departments.

The current use of the property is office, sign shop, and outdoor storage. The application calls for the following improvements:

- Covered storage
- 5-bay garage/storage
- Canvas-covered temporary storage
- 20 x 20 concrete pad
- Extension of existing fence

Ricehill stated that the proposed use does conform to the future land use map shown in the Comprehensive Plan and that the proposed project complied with zoning district standards. Ricehill also explained that the proposal does not meet the nonresidential design standards, fencing standards, or landscaping. Ricehill proposed approval with suggested conditions as listed in the staff report.

Commissioner Cipperly asked to confirm which buildings on the site plan were existing compared to a photograph from the staff report. Ricehill confirmed which buildings were in the photos compared to the site plan.

Commissioner Schachter asked if this project was related to existing excavation on south end of the airport. Matt Langhorst, Public Works explained that some of the vegetation on the site had been removed and there was some reworking of the northeast corner of the site as preliminary site preparation. Commissioner Schachter also asked if these improvements were intended to be temporary or permanent in the face of possible future development and improvements associated with the airport and South Bridge. Matt Langhorst explained that regardless of surrounding development that the functions of these buildings would be to supply storage that will be lost with the elimination of the MOC. Commissioner Schachter also asked if this application were approved if it could be criticized as an example of the City not following its own standards.

Commissioner Grosscup asked how many staff would be based at the site. Matt Langhorst explained that there would be 12 staff members based on site as well as additional employees visiting the site to utilize the storage. Langhorst also explained that if and when the South Bridge improvements were completed, the road to access this site would not be a part of that project and that the gate to the access to the site would allow for a semi-trailer to be able to enter and exit the facility.

Commissioner Shaver commented that there seemed to be a double standard in terms of this project not adhering to code design requirements. Shaver also asked if there were concerns over the capacity of the road to accommodate heavy vehicle traffic. City Engineer Terri Partch explained that the road is currently maintained by Public Works and that this proposed project would not cause a large impact on the road. Partch also mentioned that there will be future road improvements in the area as part of the South Bridge project. Shaver also asked how permanent some of these improvements would be given the possibility of future development.

Commissioner Dehm opened the public comment portion of the meeting.

Greg Rippy, 213 Creekside Court, Glenwood Springs, and owner 61 116 Road, a property across the road from this development. Rippy expressed general support for the project and had questions about the existence of temporary storage containers in use on a City site. Rippy had questions why the Airport and other private entities had not been able to use similar temporary storage containers.

Commissioner Dehm closed the public comment portion of the meeting.

Commissioner Cipperly asked to confirm the location of project in comparison to the proposed road of the South Bridge project. Cipperly had concerns about how close this site would be to the new road, which would be an entrance to Glenwood Springs and stated some concerns about the visuals of the site.

Commissioner Schachter stated, in response to the public comment, that he did not recall the current Planning & Zoning Commission considering any temporary storage containers at the Airport.

Jenn Ooton mentioned that there was a planned joint session with City Council and the Airport Commission which would discuss hanger space and other storage space. Ooton explained that was scheduled for the month of August.

Commissioner Dehm asked for an update on the status of the South Bridge project. Terri Partch explained that the project was starting preliminary design processes in cooperation with CDOT and anticipated that plans would be complete sometime in 2021. Dehm also asked if the reason why most of these buildings were temporary was due to budget restraints, which was confirmed by Matt Langhorst. Langhorst also explained that the temporary storage containers would be painted and be made to look more like buildings rather than a plain storage container on the site.

Commissioner Schachter asked if there would be any difficulty to approve with a condition to recognize that approval would be conditional on the applicant to return to review for compliance with code. Jenn Ooton explained that it could be a condition to revisit this application again within a specific timeframe. Schachter explained that the condition would not necessarily require the project to meet code, but at least an additional review within a five year period since this application has been submitted under emergency circumstances given City finances and the physical condition of the MOC building.

Commissioner Grosscup explained that this project, in comparison to the previous location and extent review at Devereux, was different due to its location and that Grosscup did not find as much of an issue with the compliance issues in terms of design. Grosscup stated that this location is out of the way and it is likely that if this were a private applicant, that some concessions on design could be made. Langhorst commented that budget was a severe constraint with the project which is why the proposal does not fully meet all design requirements.

Commissioner Shaver asked if the location and extent review was required for the temporary buildings already on site. Langhorst explained that those structures were placed in response to the short timeline of having to relocate from the MOC. Langhorst explained that they did not go through location and extent but did have a permit to install.

Commissioner Shaver made a motion to approve the item with all findings and conditions listed in the staff report with the additional condition that the application be required for another review within five years. Commissioner Schachter seconded the motion.

Grosscup asked to confirm about the additional condition and Schachter explained that the condition would require a re-application. City Attorney Anna Itenberg also asked about the specifics of the condition as well.

Commissioner Cipperly asked if the north and west fences should be required to have wind slats for additional screening as they face the road. Commissioner Shaver expressed support for the additional condition to require applicant to come back within five years. Commissioner Dehm expressed support for the application given the current state of the MOC and budget constraints.

Motion was called to a vote. Commissioner Grosscup, Shaver, Cipperly, Schachter, and Dehm voted to approve the motion.

Motion passed 5-0

6. Commissioner Comments

Commissioner Cipperly commented that it will be interesting to see within five years how the development around the area will progress. Cipperly also expressed thanks to all involved with the Bell-Rippy project. Commissioner Schachter stated support for another future joint workshop with Planning & Zoning Commission with the Housing Commission. Schachter also asked about future development in West Glenwood. Commissioner Grosscup stated that part of the reason behind the Bell-Rippy development was due to their location within an opportunity zone and was glad to see additional housing coming to the community. Commissioner Shaver stated appreciation to the applicant of the Bell-Rippy development for making such an effort to gather public input and incorporate it with their application. Commissioner Dehm also expressed appreciation of all parties involved with the Bell-Rippy application for their patience and willingness to adapt the application. Commissioner Dehm also expressed support for a future joint workshop on housing. Dehm also expressed a desire to have a discussion on the existing variance criteria.

Jenn Ooton expressed appreciation for everyone involved with the Bell-Rippy application. Jenn Ooton also invited commission members to join the City listening session on COVID-19.

7. Adjournment

Meeting was adjourned at 9:03 PM.



Planning and Zoning Commission Report

Date: July 28, 2020
 To: Planning and Zoning Commission
 From: Trent L. Hyatt, Senior Planner
 Subject: #13-20 - Special Use Review for a Base Station, Zayo Group

REQUEST	Consideration of a request for a special use permit for a base station not in the right-of-way, related to underground fiber optics, in the Commercial (CO) District
APPLICANT	Zayo Group
OWNER	Glenwood Springs Lodging, LLC
LOCATION	TBD, Vicinity of 124 West 6 th Street (PIN: 2185-092-00-043)
ZONE	Commercial (CO) District
SURROUNDING LAND USES	North: Commercial rafting/telecommunications site/storage South: Hotel/lodging East: Restaurant West: Interstate 70 right-of-way
LOT SIZE	Approximately 0.56 acres/24,445 square feet

ACTION ITEM:

The Planning and Zoning Commission (Commission) is the reviewing body for all uses requiring a special use permit (excluding marijuana related businesses which City Council also reviews).

Action 1 - Special Use Permit - for a base station not in the right-of-way, related to underground fiber optics, in the Commercial (CO) District.

Staff recommendation: *Staff recommends **approval (with conditions)** of the Special Use Permit with the findings and conditions on page 6.*

BACKGROUND/ANALYSIS

Proposal

The applicant, Zayo Group, in association with Five Nine Design Group, proposes the construction of an approximately 653 square foot, 12-foot-tall base station for the purposes of supporting an underground fiber optics network running alongside Interstate 70 through the City. The subject property is mostly vacant but has been utilized for the storage of vehicles and building and highway construction materials in the past. Section 070.030.020(e)/Table 030.1 Table of Allowed Uses outlines a base station not within the right-of-way as a special use in the CO zone district. While the proposal is intended to serve a fiber optics utility, the use most closely aligns with a wireless communications facility (WCF) base station per the *Glenwood Springs Municipal Code* (Code).



Northeast aerial view (subject site in yellow)
(Google Maps)



View from Interstate 70
(Google Maps)

Section 070.030.030(g)(7)d defines a base station as follows:

1. A **structure or equipment at a fixed location** that enables Federal Communications Commission ("FCC") licensed or authorized wireless communications between user equipment and a communications network. The definition of base station does not include or encompass a tower as defined herein or any equipment associated with a tower. Base station includes, without limitation:

- i. *Equipment associated with wireless communications services such as private broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul that, at the time the relevant application is filed with the City pursuant to this Article has been reviewed and approved under the applicable zoning or siting process, or under another state or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support; and*
- ii. *Radio transceivers, antennas, coaxial or **fiber-optic cable, regular and backup power supplied**, and comparable equipment, regardless of technological configuration (including distributed antenna systems and small-cell networks) that, at the time the relevant application is filed with the City has been reviewed and approved under the applicable zoning or siting process, or under another state or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.*

Special Review Criteria

Special uses generally must adhere to the criteria outlined in Section 070.060.050(e)(3)e.2. However, the Code provides use specific review standards for WCFs/base stations in Section 070.030.030(g)(6)a as outlined in **bold** below with comments related to each provided by Staff.



Proposed building example

- 1. Such facilities shall be architecturally compatible with respect to attachments, and colored to match the building or structure to which they are attached;**

“Base station” refers to equipment used in the transmission of communications. In this circumstance, all the related communication equipment is located within the proposed building. Therefore, the applicant and staff have instead focused on the WCF design standards outlined in Section 070.030.030(g)(4) related to camouflaging, siting, lighting, accessory equipment, etc. The brown color of building is intended to camouflage it as much as possible. Additionally, fencing and landscaping is proposed to buffer the building from adjacent properties and uses. Staff has requested the applicant provide additional fence color options (to better match the proposed building and surround built and natural environment) as well as increased tree plantings to better screen and buffer the site.



EVERGREEN



DECORATIVE PLASTIC
FENCING

2. The maximum protrusion of such facilities from the building or structure face to which they are attached shall be six feet;

The fiber optic entry/exit points and heating and cooling units (approximately 2.33 feet) are the only features that protrude from the proposed structure.

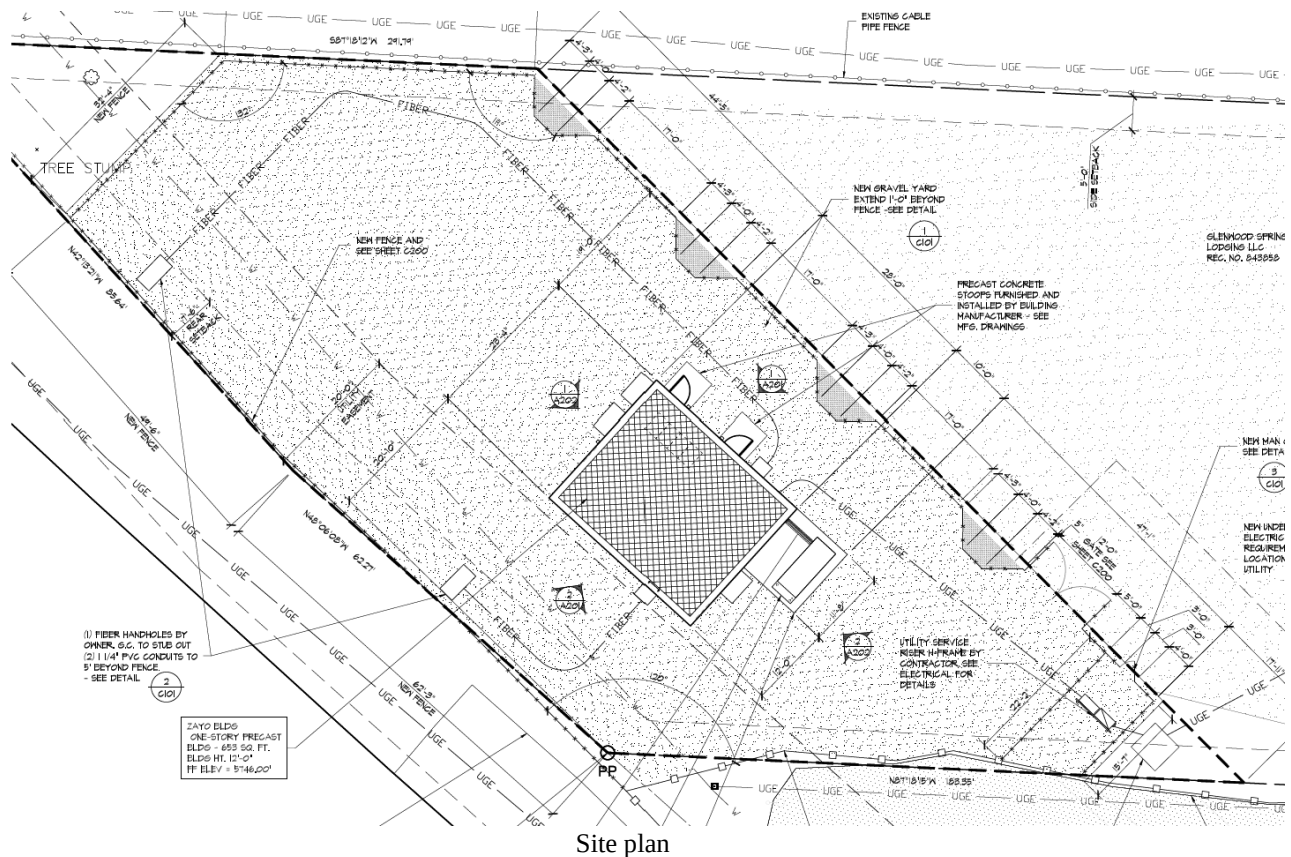
3. Wall-mounted WCFs shall not extend above the roofline unless mounted to a penthouse; and

No equipment is expected to extend above the roofline of the structure.

4. Roof-mounted WCFs shall be approved only where an applicant demonstrates a wall mounted WCF is inadequate to provide service and evaluated for approval based upon the following criteria:

- i. **Roof-mounted whip antennas shall extend no more than 12 feet above the parapet of any flat roof or ridge of a sloped roof or penthouse to which they are attached;**
- ii. **Roof-mounted panel antennas shall extend no more than seven feet above the parapet of a flat roof or ridge of a sloped roof to which they are mounted; and**
- iii. **Other roof-mounted transmission equipment shall extend no more than seven feet above any parapet of a flat roof upon which they may be placed and shall not be permitted on a sloped roof.**

No equipment is expected to extend above the roofline of the structure.



Reviewing Agency Comments

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

Engineering – Received correspondence addresses a potential utility easement encroachment, drainage/access requirements for CDOT and the City, and survey requirements.

Public Works – Pre-application correspondence addresses various drainage, electrical loads, access, fire suppression/hydrants, and underground utility questions.

Adjacent Property Owner Comments

None received as of the date of this staff report

ACTION ALTERNATIVES AND STAFF RECOMMENDATION:

Section 070.060.050(e)(1)e.1 of the Code explains, “The Planning Commission shall review and approve, approve with conditions, or deny the special use permit application in accordance with 070.060.030(g) and the approval criteria in paragraph 2 below [addressed above in in this instance]. The Planning Commission may also remand the application back to the Director for further consideration.” Section 070.060.030(g)(1)d also states, “The body may also continue the hearing or refer the application to another authority as provided in 070.060.050(a)(2)c, *Referral and Call-Up Procedures*.”

Action 1 - Special Use Permit - for a base station not in the right-of-way, related to underground fiber optics, in the Commercial (CO) District.

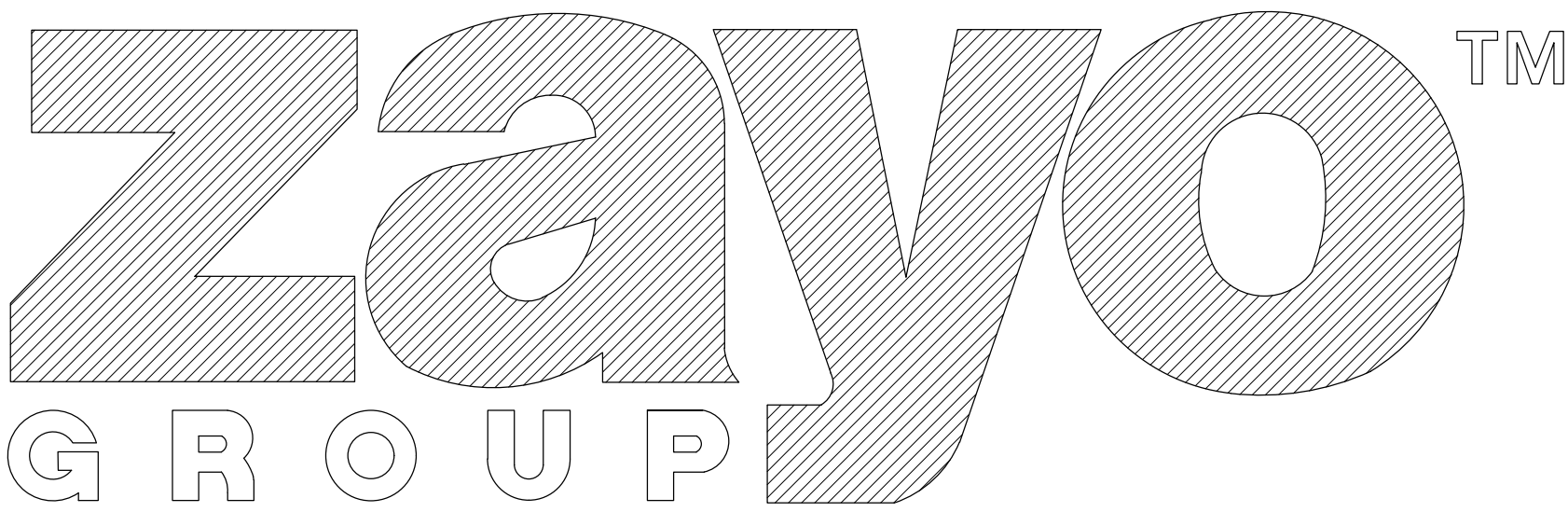
Staff recommendation: Staff recommends **approval with conditions** of the Special Use Permit application with the **findings** and **conditions** below:

Recommended Findings:

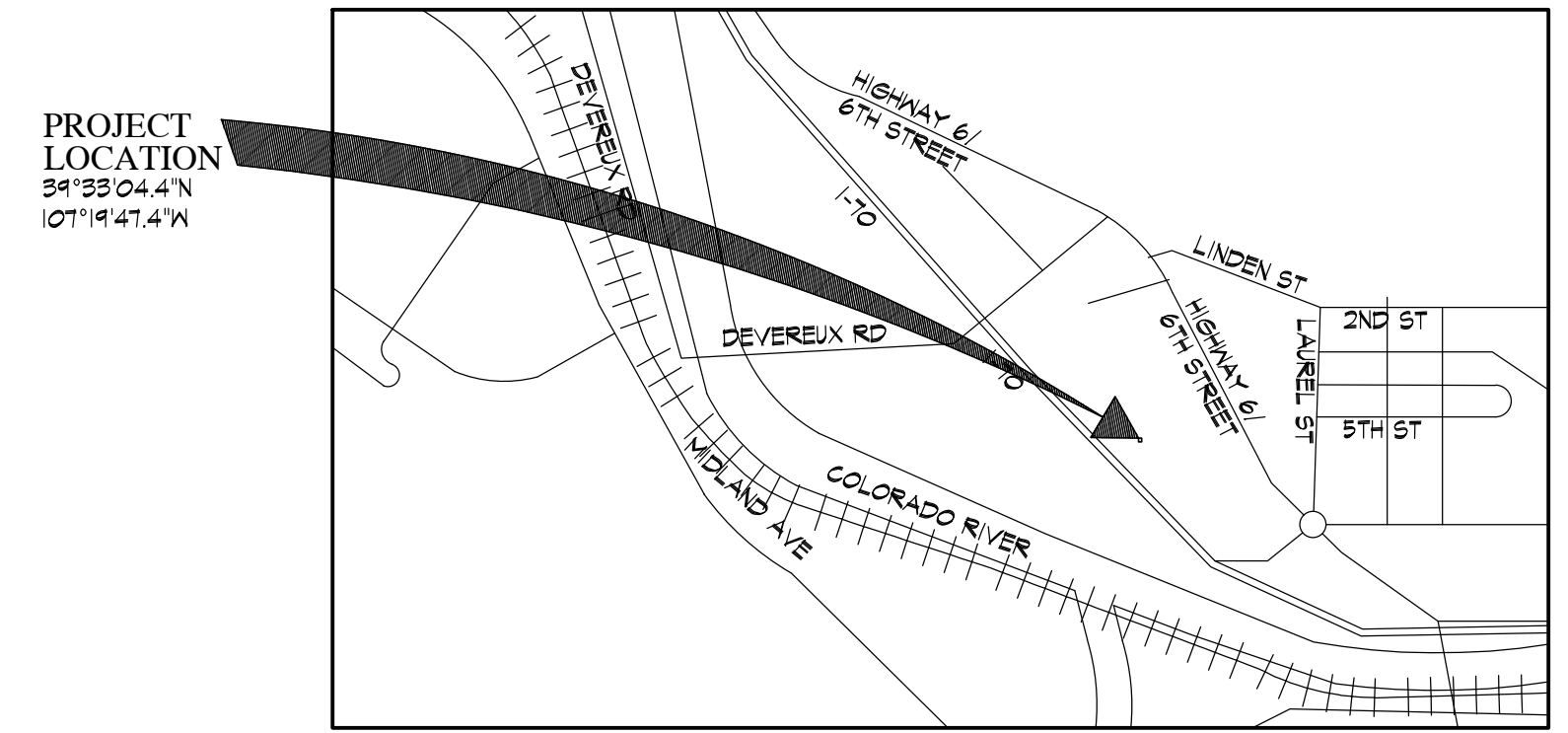
1. The use is compatible with the surrounding area per the wireless communications facility design guidelines outlined in the Code;
2. The impacts of the use on surrounding areas have been adequately minimized;
3. The use is consistent with the general purpose and intent of this Code;
4. The use complies with all applicable standards of this Code;
5. The use minimizes adverse impacts to the health, safety, and welfare of the inhabitants of the surrounding areas and the city.

Recommended Conditions:

1. Any future physical changes or improvements to the property or buildings on the parcel are subject to the review and approval of the Community Development Director for compliance with applicable requirements of the *Glenwood Springs Municipal Code*.
2. The proposed use shall comply with all verbal representations made by the applicant in the public hearing, as well as all approved plans and application materials, as revised per conditions of the Special Use Permit and approved by the Community Development Director prior to issuance of a Special Use Permit.
3. The use shall comply with the use standards specified in the *Glenwood Springs Municipal Code* at all times. Failure to comply with the applicable standards may result in an enforcement action or the incorporation of additional mitigation methods for Code compliance.
4. The applicant shall submit a building permit application as required. All contractors must receive a license to work in the City of Glenwood Springs.
5. The applicant shall obtain an access permit from the Colorado Department of Transportation, as required.
6. Prior to the issuance of a building permit and subject to approval by the Community Development Director, the applicant shall revise the color of the proposed fence and update the landscaping plan to include additional tree plantings.
7. Prior to the issuance of a building permit, the applicant shall conduct a pre-construction meeting with all applicable City Departments.

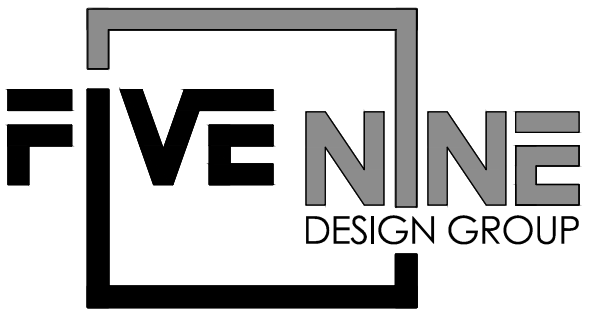
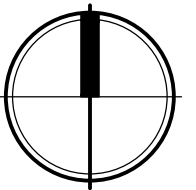


**"UNASSIGNED" W 6TH STREET GLENWOOD SPRINGS COLORADO 81601
SITUATED IN THE NORTH HALF OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 89 WEST,
OF THE 6TH P.M., IN THE CITY OF GLENWOOD SPRINGS, IN GARFIELD COUNTY, COLORADO.**



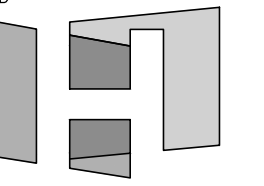
PROJECT LOCATION

SCALE: NONE



15925 HARGRAY DRIVE
BLOESVILLE, INDIANA 46062
P: 833-348-3934
www.five9dg.com

ARCHITECT OF RECORD



HOCH

THIS IS AN ORIGINAL DESIGN, CREATED BY FIVE NINE DESIGN GROUP THE CONCEPTS, IDEAS, PLANS AND DETAILS ARE THE SOLE PROPERTY OF FIVE NINE DESIGN GROUP. NONE OF THE CONCEPTS, IDEAS, PLANS OR DETAILS SHALL BE COPIED, USED BY, OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WITHOUT THE PRIOR WRITTEN PERMISSION OF FIVE NINE DESIGN GROUP. WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALE. THE USER SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS ON THE JOB AND FIVE NINE DESIGN GROUP MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS.

OWNER

DAVE SNYDER
1621 18TH STREET
FL-1/ROOM 100
DENVER, CO 80202
TEL. (720) 495-4600
WWW.ZAYO.COM
dave.snyder@zayo.com

PROJECT MANAGER & APPLICANT



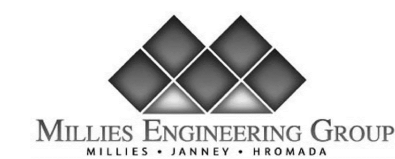
15925 HARGRAY DRIVE
NOBLESVILLE, IN 46062
CONTACT: REX ATKINSON
(833) 348-3934
REX@FIVE9DG.COM
www.FIVE9DG.com

CONSULTING ARCHITECTS



111 West Berry Street
Suite 200
Fort Wayne, Indiana 46802
P: 260.424.7200
www.hochassoc.com

MECHANICAL / ELECTRICAL CONSULTING ENGINEERS



9711 VALPARAISO DRIVE
SUITE A
MUNSTER, IN 46321
PHONE: (219) 924-8400

BUILDING & FOUNDATION MANUFACTURER/ENGINEER



411 EAST FRYE ROAD
CHANDLER, AZ 85225
CONTACT: DAN LILLYBLAD
TEL. (480) 388-3844
OLDCASTLEPRECAST.COM

5-8-20 ISSUED FOR SPECIAL USE PERMIT

SHEET INDEX:

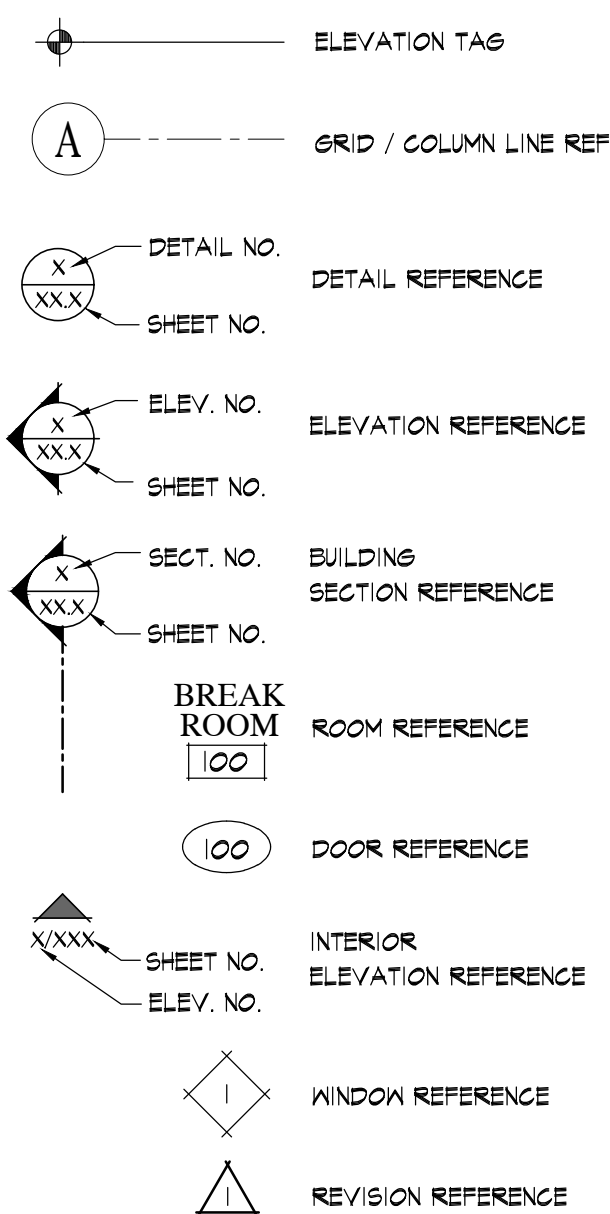
T001 **TITLE SHEET**
SURVEY - BY OTHERS FOR REFERENCE
SURVEY - BY OTHERS FOR REFERENCE

C100	OVERALL SITE PLAN
C101	ENLARGED SITE PLAN AND DETAILS
C102	SITE GRADING PLAN
C103	LANDSCAPE PLAN
C200	FENCE DETAILS

A201 EXTERIOR ELEVATIONS
A202 EXTERIOR ELEVATIONS

E101 SITE PLAN - PHOTOMETRIC

LEGEND:



GENERAL INFORMATION:

1. BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE SOUTH LINE OF THE PROPERTY RECORDED A RECEPTION NUMBER 846987, OF THE GARFIELD COUNTY RECORDS AND AS SHOWN ON THE BIG HORN MOTORS PLAT, RECORDED AT RECEPTION NUMBER 626564, GARFIELD COUNTY RECORDS, BEARING A GRID BEARING OF SOUTH 87° 18' 12" EAST. A DISTANCE OF 291.79 FEET AS OBTAINED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY BEARING ON THE COLORADO HIGH ACCURACY REFERENCE NETWORK (CHARN), SAID GRID BEARING IS NAD 83 (2011) COLORADO STATE PLANE ZONE 502.
2. THE SUBJECT PROPERTY IS LOCATED WITHIN FEMA FLOOD PLAIN ZONE C, (MINIMAL FLOODING) BASED ON FIRM MAP 080071432 C, EFFECTIVE DATE 10/15/1985
3. THIS PROPERTY IS SUBJECT TO GEOLOGIC HAZARDS PER THE ADAPTED MAPPING BY THE CITY OF GLENWOOD SPRINGS. HAZARDS TO NOTE ARE TALUS. A FINAL GEOLOGIC HAZARD REPORT WILL BE SUBMITTED UPON APPLICATION OF A OBTAINED PERMIT.
4. THE PROJECT WILL BE SERVICED ONLY BY ELECTRIC UTILITY. THERE WILL BE NO WATER OR WASTE WATER UTILIZED.
- 4.1. THE ELECTRIC UTILITY THAT WILL SERVICE THE PROJECT IS: GLENWOOD SPRINGS ELECTRIC DEPARTMENT 970-384-6353
- 4.2. THE FIRE DEPARTMENT THAT WILL SERVICE THE PROJECT IS: GLENWOOD SPRINGS FIRE DEPARTMENT 970-384-6480

PROJECT DESCRIPTION

LOT SIZE INFORMATION	ACRES	SQUARE FEET	LOT COVERAGE	EXISTING (SF & %)	PROPOSED (SF & %)
	0.56 ACRES	24,445 SF		24,445 SF 100%	820 SF 3.4%
LIMITS OF DISTURBANCE	EXISTING (SF & %)	PROPOSED (SF & %)	AVERAGE SLOPE WITHIN LIMITS OF DISTURBANCE	PERCENTAGE %	
	13,578 SF 56%	18,369 SF 75%		2%	8%
OFF-STREET PARKING SPACES	EXISTING # VEHICLE SPACES	PROPOSED # VEHICLE SPACES	BICYCLE PARKING	EXISTING # SPACES	PROPOSED # SPACES
	0	1		0	0
RESIDENTIAL UNITS	# EXISTING UNITS	# PROPOSED UNITS	NON-RESIDENTIAL USES	TYPE OF USE(S)	GROSS FLOOR AREA (SF)
	0	0		TELECOM	653 SF
OPEN SPACE	EXISTING (SF & %)	PROPOSED (SF & %)	TOTAL LANDSCAPED AREA	EXISTING (SF & %)	PROPOSED (SF & %)
	24,445 SF 100%	820 SF 3.4%		0	150 SF 0.6%
BUILDING HEIGHT	EXISTING	PROPOSED	TOTAL IMPERVIOUS AREA	EXISTING (SF & %)	PROPOSED (SF & %)
	0	12'-0"		13,578 SF 56%	18,369 SF 75%
SNOW STORAGE	REQUIRED (SF)	PROPOSED (SF)	OTHER		
	300 SF	1,800 SF			

NEW **TM**

"UNASSIGNED" 6TH STREET
GLENWOOD SPRINGS, CO 81601

5-8-20 AHJ SUP APPLICATION		
NUMBER	DATE	DESCRIPTION
		ISSUES

CERTIFICATION:

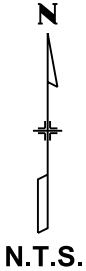
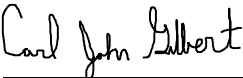
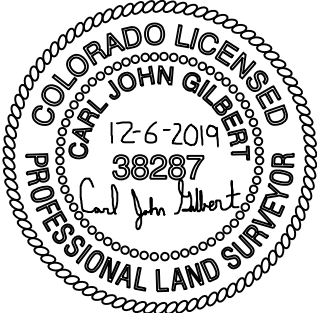
SHEET TITLE:

TITLE SHEET

PROJECT NUMBER 19064
CAD FILE: 64T001.DWG
DRAWN BY: REA
CHECKED BY: BSH

SHEET NUMBER:

T001

	SITE SURVEY SITUATED IN THE NORTH HALF OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE 6TH P.M., IN THE CITY OF GLENWOOD SPRINGS, IN GARFIELD COUNTY, COLORADO.	Survey History <table><tr><th>Date</th><th>Description</th><th>Initials</th></tr><tr><td>12-02-19</td><td>FIELD SURVEY</td><td>CJG</td></tr><tr><td>12-05-19</td><td>DRAFTED SURVEY</td><td>CJG</td></tr><tr><td>12-06-19</td><td>FINALIZED SURVEY</td><td>CJG</td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>	Date	Description	Initials	12-02-19	FIELD SURVEY	CJG	12-05-19	DRAFTED SURVEY	CJG	12-06-19	FINALIZED SURVEY	CJG										 Wildcat Surveying 307 Church Street, Harrisburg NE 69345 Phone: 308-279-2072 www.wildcatsurveying.com	Land Survey Title Sheet Wildcat Project Number: 176-06-2019 Project Location: Glenwood Springs, Colorado CLIENT: Five Nine Design Group <table><tr><th>Project Code</th><th>Last Mod. Date</th><th>Subset</th><th>Sheet No.</th></tr><tr><td>176</td><td>12-06-2019</td><td>1 of 2</td><td>1</td></tr></table>	Project Code	Last Mod. Date	Subset	Sheet No.	176	12-06-2019	1 of 2	1
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176	12-06-2019	1 of 2	1																														
PARCEL 1 - DESCRIPTION NO PROPOSED LEASE PARCEL HAS BEEN DEFINED AT THE TIME OF THIS SURVEY. THEREFORE ONLY EXISTING CONDITIONS HAVE BEEN SHOWN FOR THE BENEFIT OF ENGINEERING AND SITE DESIGN.	VICINITY MAP   SURVEY NOTES 1. WILDCAT SURVEYING COMPLETED ALL NESSESARY RESEARCH FOR OWNERSHIP AND PRIOR SURVEY INFORMATION, HOWEVER NO TITLE SEARCH WAS PERFORMED TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. ALL TAX INFORMATION, LIENS, LEASES, ASSIGNMENTS, AGREEMENTS, MOTIONS, DECLARATIONS, PROVISIONS, CONDITIONS, RESERVATIONS, RESTRICTIONS, ZONING, COVENANTS, WATER AND MINERAL RIGHTS AND OBLIGATIONS FOR THE PROPERTY SHOWN HEREON ARE NOT REFLECTED BY THE SAID RESEARCH. 2. BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE SOUTH LINE OF THE PROPERTY RECORDED AT RECEPTION NUMBER 846967, OF THE GARFIELD COUNTY RECORDS AND AS SHOWN ON THE BIG HORN MOTORS PLAT, RECORDED AT RECEPTION NUMBER 626564, GARFIELD COUNTY RECORDS, BEING A GRID BEARING OF SOUTH 87°18'12" EAST , A DISTANCE OF 291.79 FEET AS OBTAINED FROM A GLOBAL POSITIONING SYSTEM(GPS) SURVEY BASED ON THE COLORADO HIGH ACCURACY REFERENCE NETWORK (CHARN), SAID GRID BEARING IS NAD 83 (2011) COLORADO STATE PLANE ZONE 502. 3. ALL DIMENSIONS SHOWN HEREON ARE U.S. SURVEY FEET. 4. THE SUBJECT PROPERTY IS LOCATED WITHIN FEMA FLOOD PLAIN ZONE C, (MINIMAL FLOODING) BASED ON FIRM MAP 0800711432 C, EFFECTIVE DATE 10/15/1985. 5. THE SUBJECT PROPERTY HAS A ZOING CLASSIFICATION OF "COMMERCIAL", BASED ON THE GLENWOOD SPRINGS ZONING MAP AS ON 12-2-2019. SEE SETBACK LINES SHOWN HEREON BASED ON INSTRUCTIONS FROM ZONE DEPARTMENT STAFF ON 12-2-2019. 6. THE SUBJECT PROPERTY ADJOINS INTERSTATE 70, HOWEVER NO LEGAL ACCESS HAS BEEN GRANTED BY THE COLORADO DEPARTMENT OF TRANSPORTATION FROM I-70. THEREFORE THE ONLY EXISTING ACCESS IS FROM HIGHWAY 24 / 6 EAST ON THE SUBJECT PROPERTY. THE CURRENT ACCESS TO THE SUBJECT PARCEL WOULD NEED AN ACCESS EASEMENT TO THE SUBJECT PARCEL IF A LEASE PARCEL IS CREATED. 7. NOTICE: YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) 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 (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. 8. THE GRID TO GROUND SCALE FACTOR UTILIZED FOR THIS LAND SURVEY IS 1.0003125208 AND THE SEED COORDINATE UTILIZED FOR THIS SURVEY WAS BASED ON THE NGS MARKER "TWO RIVERS". PUBLISHED NAD 83 (2011) LOCATION: N39°33'26.80109", W W107°20'06.13469". SURVEYOR'S CERTIFICATE I, CARL JOHN GILBERT, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE IN DECEMBER 2019, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON AND THAT SAID SURVEY HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE GARFIELD COUNTY REGULATIONS. I ATTEST THE ABOVE ON THIS 6TH DAY OF DECEMBER, 2019.  CARL JOHN GILBERT COLORADO PROFESSIONAL LAND SURVEYOR NO. 38287 FOR AND ON BEHALF OF WILDCAT SURVEYING 307 CHURCH STREET HARRISBURG, NE 69345 PHONE : 308-279-2072 																																

SITE SURVEY

SITUATED IN THE NORTH HALF OF
SECTION 9, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE 6TH P.M.,
IN THE CITY OF GLENWOOD SPRINGS, IN GARFIELD COUNTY, COLORADO.

Survey History

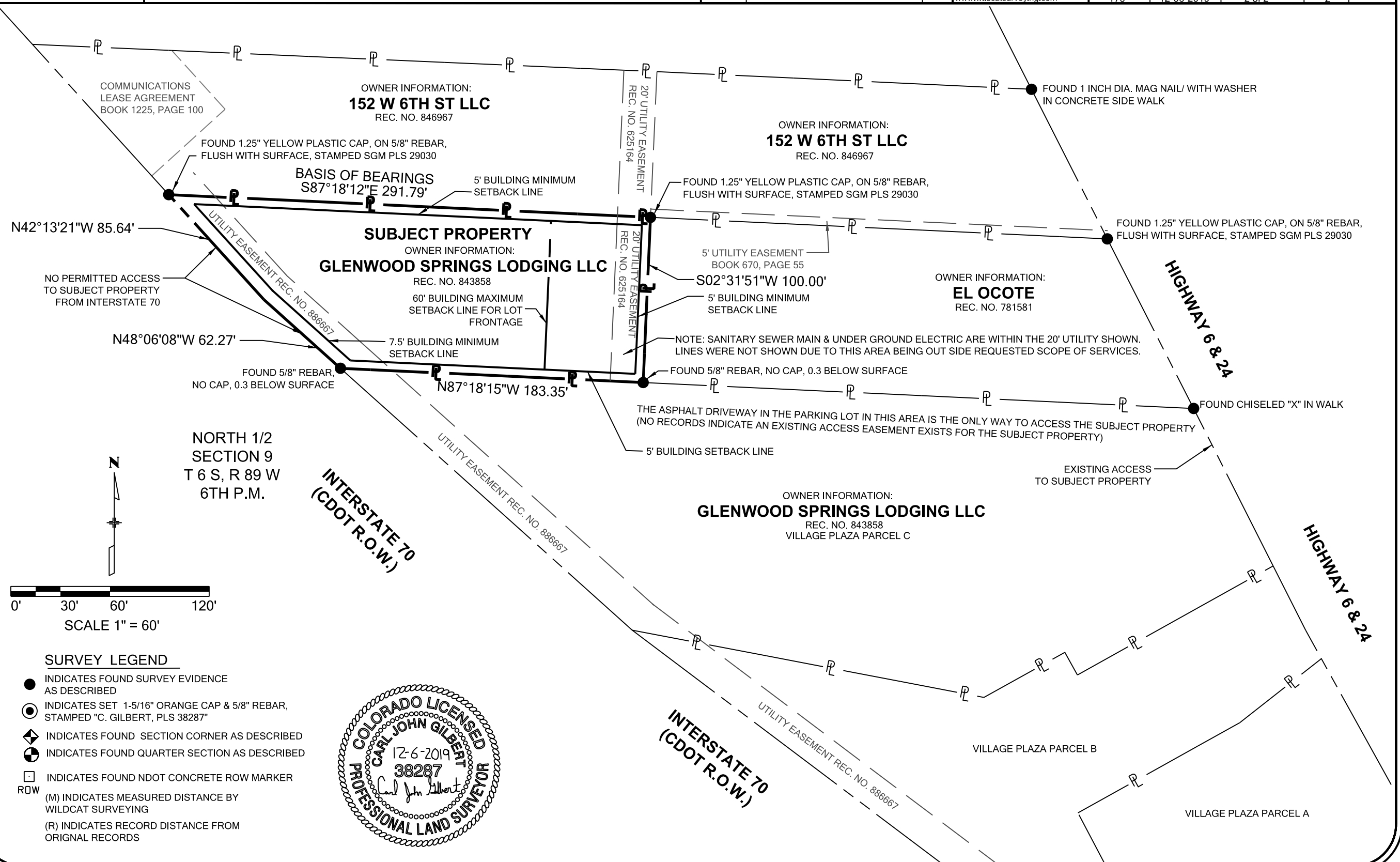
Date	Description	Initial
12-02-19	FIELD SURVEY	CJC
12-05-19	DRAFTED SURVEY	CJC
12-06-19	FINALIZED SURVEY	CJC



Wildcat Surveying
307 Church Street,
Harrisburg NE 69345
Phone: 308-279-2072
www.wildcatsurveying.com

Land Survey
Plan Sheet

Wildcat Project Number: 176-06-2019			
Project Location: Glenwood Springs, Colorado			
CLIENT: Five Nine Design Group			
Project Code	Last Mod. Date	Subset	Sheet No.
176	12-06-2019	2 of 2	2



LEGEND

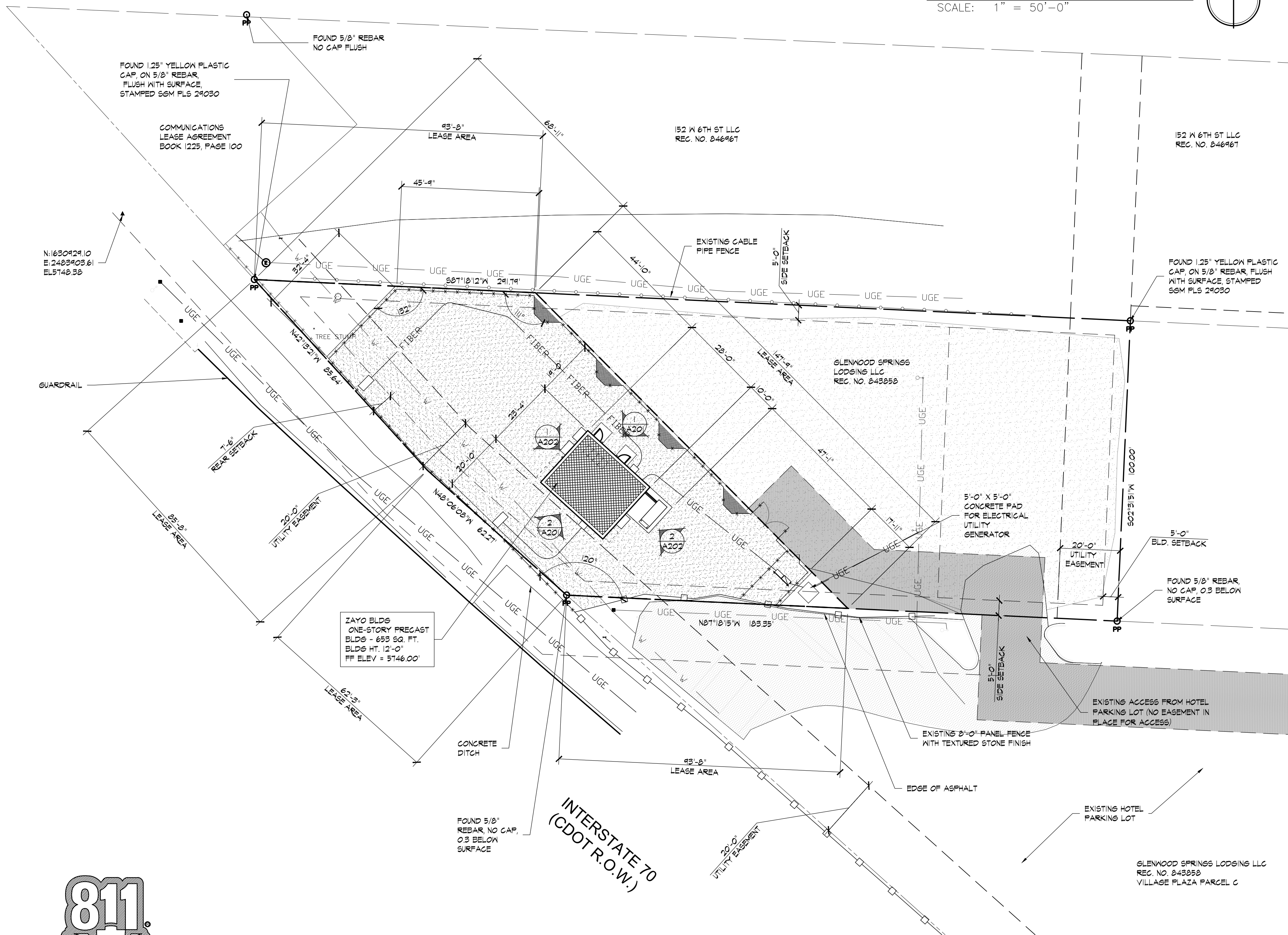
— UGE —	EXISTING UNDERGROUND ELECTRIC		SITE BENCHMARK
— FIBER —	NEW UNDERGROUND FIBER		NEW GRAVEL
— UGE —	NEW UNDERGROUND ELECTRIC		EXISTING ASPHALT
*****	EXISTING CHAINLINK FENCE		
*****	NEW CHAINLINK FENCE		

SITE LAYOUT GENERAL NOTES:

- DIMENSIONS ARE TO THE EDGE OF CONCRETE, PAVING, OR FACE OF BLDG. UNLESS OTHERWISE NOTED. CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. REPAIR DAMAGE ACCORDING TO LOCAL STANDARDS AND AT CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
- IN THE EVENT OF ANY DISCREPANCIES AND/OR ERRORS FOUND IN THE DRAWINGS OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
- CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS PRIOR TO BEGINNING WORK.
- ALL DAMAGE TO EXISTING GRASS AREAS AS A RESULT OF NEW CONSTRUCTION SHALL BE RESEEDD AT THE CONTRACTOR'S EXPENSE.
- SITE DEVELOPMENT PLAN IS BASED ON A PRE-CONSTRUCTION BOUNDARY & TOPOGRAPHIC SURVEY PROVIDED BY WILDCAT SURVEYING. PROJECT NUMBER 176-06-2019 FOR QUESTIONS CONTACT CARL GILBERT CGILBERT@WILDCATSURVEYING.COM 308-279-2072. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND VERIFY THE SURVEY PRIOR TO BIDDING AND BEGINNING CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL SURVEY INFORMATION PRESENTED, DEPICTED, OR DEFINED ON THE ARCHITECTURAL /SITE DOCUMENTS WITH THE CERTIFIED SURVEY OF THE PROPERTY. IN THE EVENT OF A COORDINATE OR TOPOGRAPHIC DISCREPANCY THE CERTIFIED SURVEY SHOULD ALWAYS TAKE PRECEDENCE. IN THE EVENT OF ANY DISCREPANCIES AND/OR ERRORS FOUND IN THE DRAWINGS OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
- FINISH FLOOR ELEVATION OF NEW BUILDING EQUALS 5746.00'. 5746.00' = 100'-0" IN CONSTRUCTION DOCUMENTS.
- COORDINATE SUBGRADE PREPARATION WITH GEOTECHNICAL INFORMATION. GEOTECHNICAL REPORT BY TERRACON. FOR MORE INFORMATION, CONTACT NICK NOVOTNY AT (720) 531-0761. CONTRACTOR PRIOR TO COMMENCEMENT OF WORK SHALL OBTAIN IN WRITING THAT OLDCASTLE PRECAST ENGINEER OF RECORD HAS RECEIVED AND REVIEWED GEOTECHNICAL SURVEY AND RECOMMENDATIONS VERIFYING ADEQUACY OF PRECAST FOUNDATIONS UTILIZED FOR THIS PROJECT.
- ALL ITEMS BY GENERAL CONTRACTOR UNLESS NOTED OTHERWISE.
- GENERAL CONTRACTOR TO LOCATE ALL EXISTING INFRASTRUCTURE UTILITIES (PRIVATE AND PUBLIC) PRIOR TO ANY DIGGING. CONTRACTOR IS RESPONSIBLE FOR ALL DISRUPTIONS TO EXISTING SERVICES, UTILITIES ETC. AND TAKE ALL PRECAUTIONS NECESSARY TO PROTECT THE SAME.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR & SUBCONTRACTOR TO COORDINATE THIS INSTALLATION OF ALL WORK WITHIN THE RIGHT OF WAY WITH COUNTY, STATE, AND LOCAL APPROVAL AND REVIEW AGENCIES. ALL DETAILS, MATERIALS AND PRODUCTS UTILIZED, SPECIFICATIONS, GRADES/CONTOURS, ETC. DEPICTED BY THE CONSTRUCTION DOCUMENTS SHALL BE REVIEWED WITH THE APPROVAL AGENCIES HAVING JURISDICTION BY THE CONTRACTOR(S) RESPONSIBLE FOR THE WORK PRIOR TO THE INSTALLATION OF ANY PORTION OF THE WORK. IF ANY DISCREPANCIES ARISE FROM THE FINAL CONTRACTOR REVIEW WITH THE APPROVAL AGENCY HAVING JURISDICTION OCCURS, THE CONTRACTOR SHALL INFORM THE ARCHITECT AND ITS REPRESENTATIVE AS DEFINED ON THE TITLE BORDER.
- IT IS THE RESPONSIBILITY OF THE PRE-CAST FOUNDATION DESIGN ENGINEER TO VERIFY WITH GEOTECHNICAL ENGINEER THE ADEQUACY OF EXISTING SOILS TO ACCEPT BUILDING LOADS.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY INFORM THE PROJECT MANAGER AND THE OWNER OF ANY OBSTRUCTIONS, ROCK FORMATIONS, OUTCROPPINGS ETC. THAT MAY IMPACT STRUCTURAL STABILITY OF THE BUILDING, FOUNDATIONS AND SITE INFRASTRUCTURE. THE PROJECT MANAGER/OWNER IS RESPONSIBLE TO CONTACT THE ARCHITECT AND OLDCASTLE STRUCTURAL ENGINEER UPON NOTIFICATIONS FROM THE CONTRACTOR.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO EMPLOY AN "ON SITE" GEOTECHNICAL ENGINEER LICENSED (PE) IN THE STATE OF THE PROJECT LOCATION TO REVIEW EXISTING SOIL CONDITIONS AT THE TIME OF EXCAVATION FOR FOOTINGS/INFRASTRUCTURE TO RENDER OPINIONS, APPROVAL OR DECISIONS REGARDING PLACEMENT/ADEQUACY DESIGN OF PRECAST FOUNDATIONS INFRASTRUCTURE AND BUILDING. CONTACT PROJECT MANAGER AND ARCHITECT (JOINTLY) OF ANY RECOMMENDATIONS AND/OR MODIFICATIONS REQUIRED OR OTHERWISE RENDERED OR RECOMMENDED BY THE LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER.
- CONTRACTOR RESPONSIBLE TO CONTACT OLDCASTLE PRECAST FOUNDATION ENGINEER, TERRACON GEOTECHNICAL ENGINEER AND VERIFY ADEQUACY OF FOUNDATION DESIGN WITH THE SOILS FOUND ON THE SITE. TERRACON'S NET ALLOWABLE BEARING PRESSURE PER GEOTECHNICAL REPORT. CONTRACTOR SHALL EMPLOY LICENSED GEOTECHNICAL AT TIME OF SOIL EXCAVATION TO PERFORM ON SITE ANALYSIS AND CORRESPONDING RECOMMENDATIONS PRIOR TO PLACEMENT OF FOOTINGS AND BUILDING.
- CONTRACTOR SHALL ENSURE THE REMOVAL OF ALL DEBRIS, FOUNDATION SYSTEMS AND REMAINS FROM THE DEMOLITION PROCESSES FROM ALL SOILS TO ACHIEVE MAXIMUM BEARING PRESSURES OF EXISTING SOILS. CONTRACTOR SHALL EMPLOY LICENSED GEOTECHNICAL PROFESSIONAL ENGINEER TO REVIEW SOILS PRIOR TO PLACEMENT OF BUILDING FOUNDATIONS.
- ALL FILL MATERIAL SHALL BE APPROVED QUALITY AND REVIEWED BY GEOTECHNICAL ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MEET AND EXCEED ALL COMPACTION STANDARDS PER THE GEOTECHNICAL AND ENGINEERS REPORT AND REQUIREMENTS. IN THE ABSENCE OF A GEOTECHNICAL REPORT THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE ARCHITECT PRIOR TO THE COMMENCEMENT OF ANY WORK WHAT SO EVER.
- IN THE EVENT A CULVERT IS REQUIRED FOR THE PROJECT THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING CONSIDERATIONS: UPON THE NEED TO PROVIDE A LARGER DIAMETER CULVERT PIPE BEYOND THAT SPECIFIED IN THE DRAWINGS THE CONTRACTOR SHALL IMMEDIATELY CONTACT BOTH 5/9 DESIGN AND THE ARCHITECT PRIOR TO PURCHASE AND PLACEMENT OF THE CULVERT PIPE. BASED ON THE REQUIRED CULVERT PIPE SIZE, ABOVE THAT WHICH IS SPECIFIED, THE CONTRACTOR SHALL SUBMIT AND PROVIDE TO 5/9 DESIGN AND THE ARCHITECT THE PROPOSED METHOD OF GRADING TO COMPENSATE FOR ADEQUATE COVERAGE OF THE CULVERT PIPE. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY WITH THE LOCAL JURISDICTION, BOARD OF WORKS, PLANNING COMMISSIONS, DRAINAGE BOARDS ETC. AND ANY/ALL AGENCIES HAVING JURISDICTION TO DETERMINE AND VERIFY THE REQUIRED SIZE, MATERIAL, METHOD OF PLACEMENT AND THE DESIGN STANDARDS REQUIRED FOR PLACEMENT OF THE STORM WATER CULVERT PIPE. ALL PRIOR TO BIDDING, PURCHASE OF THE MATERIAL AND PLACEMENT OF THE WORK.
- GENERAL CONTRACTOR SHALL VERIFY WITH OWNER & OWNERS PRE-MANUFACTURED BUILDING MANUFACTURER THAT THE OWNER PROVIDED BUILDING, ITS COMPONENTS AND ALL STRUCTURAL ENGINEERING DESIGN AND CONNECTIONS INCLUDING PRE-MANUFACTURED OR CONVENTIONALLY POURED FOUNDATIONS INCLUDING PRE-MANUFACTURED OR CONVENTIONALLY POURED FOUNDATIONS MEET OR EXCEED LOCAL, REGIONAL, STATE SEISMIC AND LOCAL REGULATIONS.

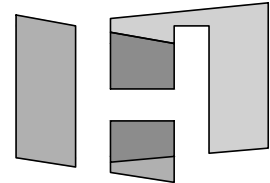
CONTACT:
15925 HARGRAY DRIVE NOBLESVILLE, IN 46062
CONTACT: REX ATKINSON
P. (833) 348-3934 E. REX@FIVE9DG.COM

"UNASSIGNED" W 6TH STREET GLENWOOD SPRINGS COLORADO 81601 SITUATED IN THE NORTH HALF OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE 6TH P.M., IN THE CITY OF GLENWOOD SPRINGS, IN GARFIELD COUNTY, COLORADO.



15925 HARGRAY DRIVE
NOBLESVILLE, INDIANA 46062
P: 833-348-3934
www.five9dg.com

ARCHITECT OF RECORD



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NAVO GROUP

**"UNASSIGNED" 6TH STREET
GLENWOOD SPRINGS, CO 81601**

5-8-20 AHJ SUP APPLICATION		
NUMBER	DATE	DESCRIPTION
		ISSUES

CERTIFICATION:

SHEET TITLE:

OVERALL SITE PLAN

PROJECT NUMBER	19064
CAD FILE:	64C100.DWG
DRAWN BY:	REA
CHECKED BY:	BSH

SHEET NUMBER:

C100

LEGEND

— UGE —	EXISTING UNDERGROUND ELECTRIC	⊕	SITE BENCHMARK
— FIBER —	NEW UNDERGROUND FIBER		
— UGE —	NEW UNDERGROUND ELECTRIC	▨	NEW GRAVEL
*****	EXISTING CHAINLINK FENCE	▨	EXISTING ASPHALT
*****	NEW CHAINLINK FENCE		

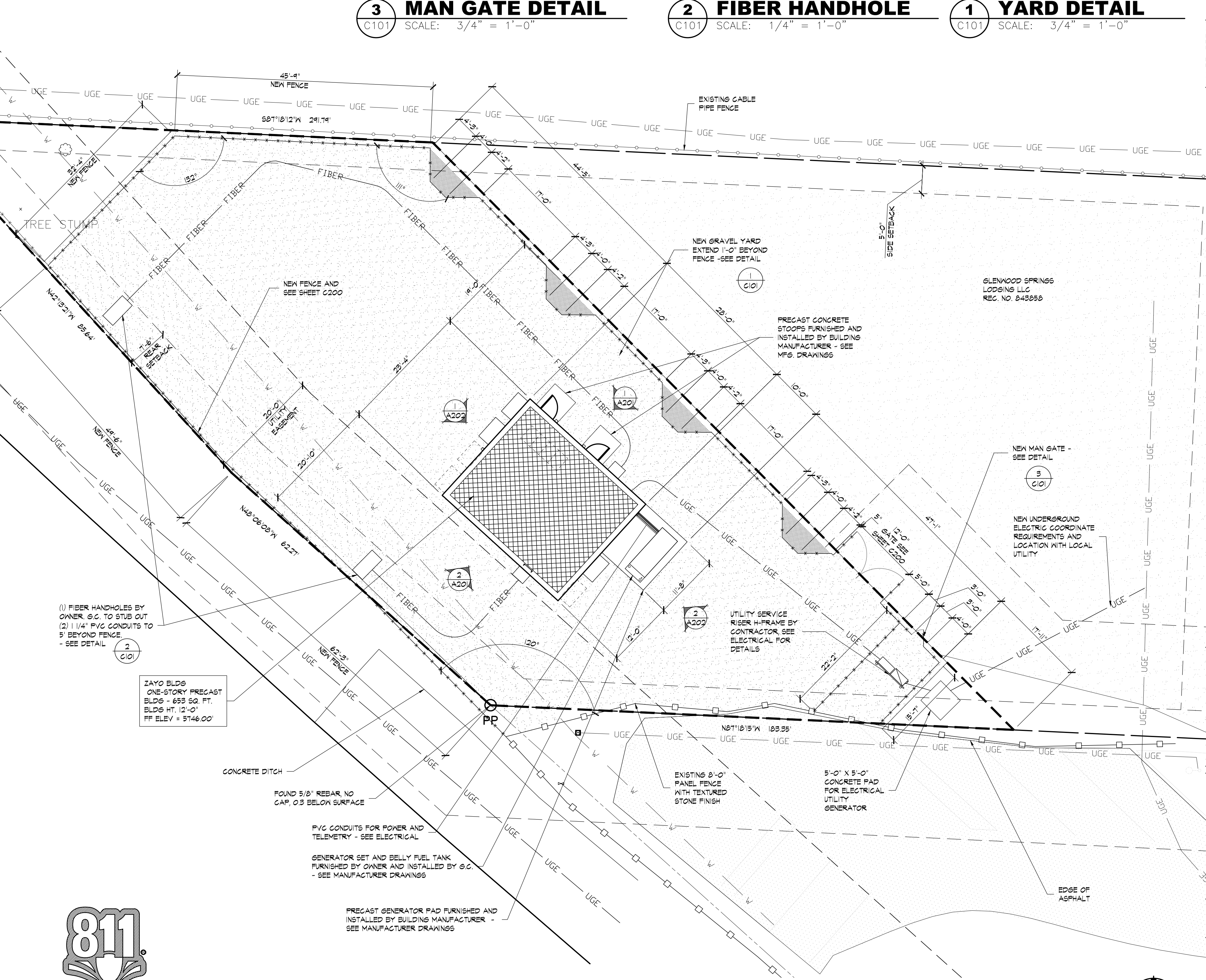
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- ALL ITEMS BY GENERAL CONTRACTOR UNLESS NOTED OTHERWISE.
- GENERAL CONTRACTOR TO LOCATE ALL EXISTING INFRASTRUCTURE UTILITIES (PRIVATE AND PUBLIC) PRIOR TO ANY DIGGING. CONTRACTOR IS RESPONSIBLE FOR ALL DISRUPTIONS TO EXISTING SERVICES, UTILITIES ETC. AND TAKE ALL PRECAUTIONS NECESSARY TO PROTECT THE SAME.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR & SUBCONTRACTOR TO COORDINATE THIS INSTALLATION OF ALL WORK WITHIN THE RIGHT OF WAY WITH COUNTY, STATE, AND LOCAL APPROVAL AND REVIEW AGENCIES. ALL DETAILS, MATERIALS AND PRODUCTS UTILIZED, SPECIFICATIONS, GRADES/CONTOURS, ETC. DEPICTED BY THE CONSTRUCTION DOCUMENTS SHALL BE REVIEWED WITH THE APPROVAL AGENCIES HAVING JURISDICTION BY THE CONTRACTOR(S) RESPONSIBLE FOR THE WORK PRIOR TO THE INSTALLATION OF ANY PORTION OF THE WORK. IF ANY DISCREPANCIES ARISE FROM THE FINAL CONTRACTOR REVIEW WITH THE APPROVAL AGENCY HAVING JURISDICTION OCCURS, THE CONTRACTOR SHALL INFORM THE ARCHITECT AND ITS REPRESENTATIVE AS DEFINED ON THE TITLE BORDER.
- IT IS THE RESPONSIBILITY OF THE PRE-CAST FOUNDATION DESIGN ENGINEER TO VERIFY WITH GEOTECHNICAL ENGINEER THE ADEQUACY OF EXISTING SOILS TO ACCEPT BUILDING LOADS.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY INFORM THE PROJECT MANAGER AND THE OWNER OF ANY OBSTRUCTIONS, ROCK FORMATIONS, QUANTITIES ETC. THAT MAY IMPACT STRUCTURAL STABILITY OF THE BUILDING, FOUNDATIONS AND SITE INFRASTRUCTURE. THE PROJECT MANAGER/OWNER IS RESPONSIBLE TO CONTACT THE ARCHITECT AND OLDCASTLE STRUCTURAL ENGINEER UPON NOTIFICATIONS FROM THE CONTRACTOR.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO EMPLOY AN "ON SITE" GEOTECHNICAL ENGINEER LICENSED (PE) IN THE STATE OF THE PROJECT LOCATION TO REVIEW EXISTING SOIL CONDITIONS AT THE TIME OF EXCAVATION FOR FOOTINGS/INFRASTRUCTURE TO RENDER OPINIONS, APPROVAL OR DECISIONS REGARDING PLACEMENT/ADEQUACY DESIGN OF PRECAST FOUNDATIONS INFRASTRUCTURE AND BUILDING. CONTACT PROJECT MANAGER AND ARCHITECT (JOINTLY) OF ANY RECOMMENDATIONS AND/OR MODIFICATIONS REQUIRED OR OTHERWISE RENDERED OR RECOMMENDED BY THE LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER.
- CONTRACTOR RESPONSIBLE TO CONTACT OLDCASTLE PRECAST FOUNDATION ENGINEER, TERRACON GEOTECHNICAL ENGINEER AND VERIFY ADEQUACY OF FOUNDATION DESIGN WITH THE SOILS FOUND ON THE SITE. TERRACON'S NET ALLOWABLE BEARING PRESSURE PER GEOTECHNICAL REPORT. CONTRACTOR SHALL EMPLOY LICENSED GEOTECHNICAL AT TIME OF SOIL EXCAVATION TO PERFORM ON SITE ANALYSIS AND CORRESPONDING RECOMMENDATIONS PRIOR TO PLACEMENT OF FOOTINGS AND BUILDING.
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- IN THE EVENT A CULVERT IS REQUIRED FOR THE PROJECT THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING CONSIDERATIONS: UPON THE NEED TO PROVIDE A LARGER DIAMETER CULVERT PIPE BEYOND THAT SPECIFIED IN THE DRAWINGS THE CONTRACTOR SHALL IMMEDIATELY CONTACT BOTH 5/9 DESIGN AND THE ARCHITECT PRIOR TO PURCHASE AND PLACEMENT OF THE CULVERT PIPE. BASED ON THE REQUIRED CULVERT PIPE SIZE, ABOVE THAT WHICH IS SPECIFIED, THE CONTRACTOR SHALL SUBMIT AND PROVIDE TO 5/9 DESIGN AND THE ARCHITECT THE PROPOSED METHOD OF GRADING TO COMPENSATE FOR ADEQUATE COVERAGE OF THE CULVERT PIPE. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY WITH THE LOCAL JURISDICTION, BOARD OF WORKS, PLANNING COMMISSIONS, DRAINAGE BOARD, ETC. AND ANY/ALL AGENCIES HAVING JURISDICTION TO DETERMINE AND VERIFY THE REQUIRED SIZE, MATERIAL, METHOD OF PLACEMENT AND THE DESIGN STANDARDS REQUIRED FOR PLACEMENT OF THE STORM WATER CULVERT PIPE, ALL PRIOR TO BIDDING, PURCHASE OF THE MATERIAL AND PLACEMENT OF THE WORK.
- GENERAL CONTRACTOR SHALL VERIFY WITH OWNER & OWNERS PRE-MANUFACTURED BUILDING MANUFACTURER THAT THE OWNER PROVIDED BUILDING, ITS COMPONENTS AND ALL STRUCTURAL ENGINEERING DESIGN AND CONNECTIONS INCLUDING PRE-MANUFACTURED OR CONVENTIONALLY POURED FOUNDATIONS MEET OR EXCEED LOCAL, REGIONAL, STATE SEISMIC AND LOCAL REGULATIONS.

CONTACT:
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CONTACT: REX ATKINSON
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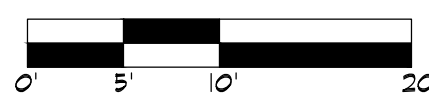


3 MAN GATE DETAIL
C101 SCALE: 3/4" = 1'-0"

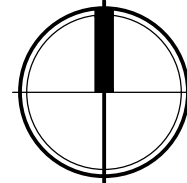
2 FIBER HANDHOLE
C101 SCALE: 1/4" = 1'-0"

1 GRAVEL YARD DETAIL
C101 SCALE: 3/4" = 1'-0"

NOTE: ARCHITECTURAL, ELECTRICAL, AND MECHANICAL PLANS ARE ORIENTED DIFFERENTLY THAN SITE PLAN. PLEASE NOTE NORTH ARROW ON EACH PLAN SHEET FOR PROPER ORIENTATION.



ENLARGED SITE PLAN
SCALE: 1" = 10'-0"



SHEET TITLE:
ENLARGED SITE PLAN
AND DETAILS

PROJECT NUMBER	19064
CAD FILE:	64C101.DWG
DRAWN BY:	REA
CHECKED BY:	BSH

SHEET NUMBER:

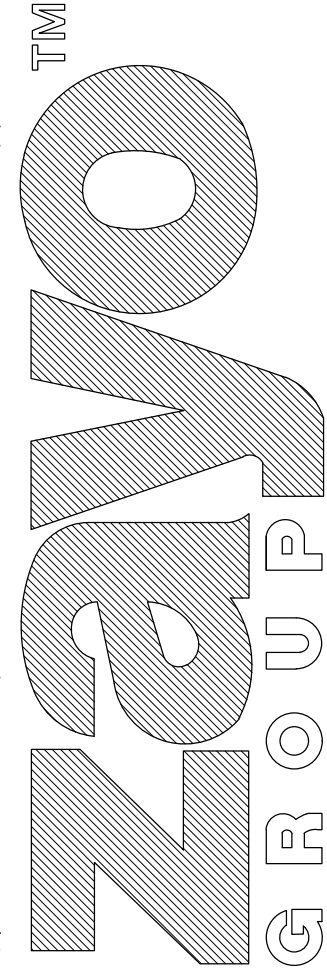
C101

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FIVE NINE

DESIGN GROUP

15925 HARGRAY DRIVE
NOBLESVILLE, INDIANA 46062
P: 833-348-3934
www.five9dg.com



"UNASSIGNED" 6TH STREET
GLENWOOD SPRINGS, CO 81601

LEGEND

— UGE —	EXISTING UNDERGROUND ELECTRIC		SITE BENCHMARK
— FIBER —	NEW UNDERGROUND FIBER		NEW GRAVEL
— UGE —	NEW UNDERGROUND ELECTRIC		EXISTING ASPHALT
-----	EXISTING CHAINLINK FENCE		
-----	NEW CHAINLINK FENCE		

SITE LAYOUT GENERAL NOTES:

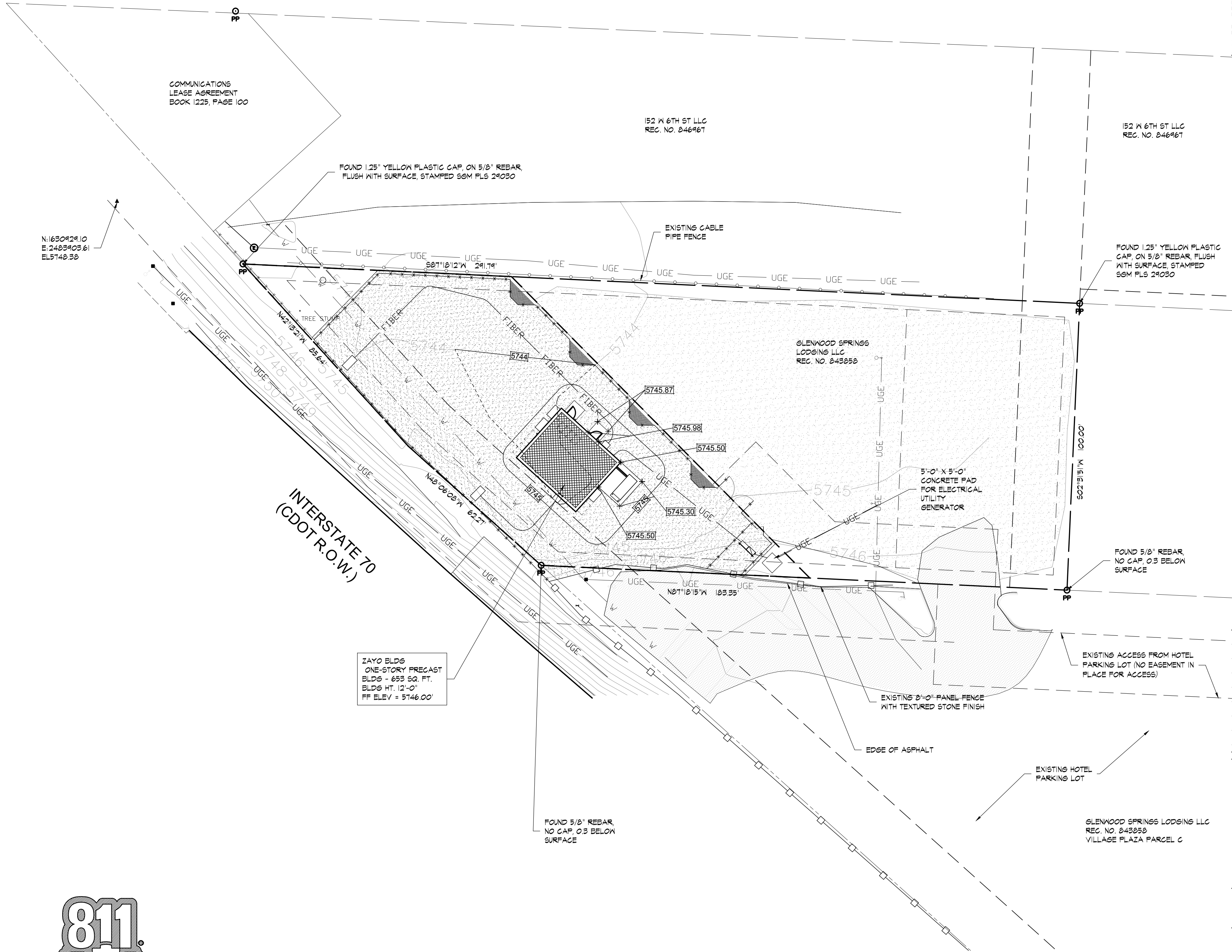
- DIMENSIONS ARE TO THE EDGE OF CONCRETE, PAVING, OR FACE OF BLDG. UNLESS OTHERWISE NOTED. CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES THAT ARE TO REMAIN. REPAIR DAMAGE ACCORDING TO LOCAL STANDARDS AND AT CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
- IN THE EVENT OF ANY DISCREPANCIES AND/OR ERRORS FOUND IN THE DRAWINGS OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
- CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS PRIOR TO BEGINNING WORK.
- ALL DAMAGE TO EXISTING GRASS AREAS AS A RESULT OF NEW CONSTRUCTION SHALL BE RESEEDD AT THE CONTRACTOR'S EXPENSE.
- SITE DEVELOPMENT PLAN IS BASED ON A PRE-CONSTRUCTION BOUNDARY & TOPOGRAPHIC SURVEY PROVIDED BY WILDCAT SURVEYING, PROJECT NUMBER 176-06-2019 FOR QUESTIONS CONTACT CARL GILBERT CGILBERT@WILDCATSURVEYING.COM 308-279-2072. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND VERIFY THE SURVEY PRIOR TO BIDDING AND BEGINNING CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL SURVEY INFORMATION PRESENTED, DEPICTED, OR DEFINED ON THE ARCHITECTURAL /SITE DOCUMENTS WITH THE CERTIFIED SURVEY OF THE PROPERTY. IN THE EVENT OF A COORDINATE OR TOPOGRAPHIC DISCREPANCY THE CERTIFIED SURVEY SHOULD ALWAYS TAKE PRECEDENCE. IN THE EVENT OF ANY DISCREPANCIES AND/OR ERRORS FOUND IN THE DRAWINGS OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
- FINISH FLOOR ELEVATION OF NEW BUILDING EQUALS 5746.00'. 5746.00' = 100'-0" IN CONSTRUCTION DOCUMENTS.
- COORDINATE SUBGRADE PREPARATION WITH GEOTECHNICAL INFORMATION. GEOTECHNICAL REPORT BY TERRACON. FOR MORE INFORMATION, CONTACT NICK NOVOTONY AT (720) 531-0761. CONTRACTOR PRIOR TO COMMENCEMENT OF WORK SHALL OBTAIN IN WRITING THAT OLDCASTLE PRECAST ENGINEER OF RECORD HAS RECEIVED AND REVIEWED GEOTECHNICAL SURVEY AND RECOMMENDATIONS VERIFYING ADEQUACY OF PRECAST FOUNDATIONS UTILIZED FOR THIS PROJECT.
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CONTACT:
15925 HARGRAY DRIVE NOBLESVILLE, IN 46062
CONTACT: REX ATKINSON
P. (833) 348-3934 E. REX@FIVE9DG.COM



Know what's below.
Call before you dig.

"UNASSIGNED" W 6TH STREET GLENWOOD SPRINGS
COLORADO 81601 SITUATED IN THE NORTH HALF OF
SECTION 9, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF
THE 6TH P.M., IN THE CITY OF GLENWOOD SPRINGS, IN
GARFIELD COUNTY, COLORADO.

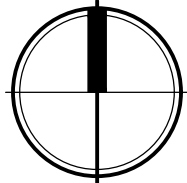


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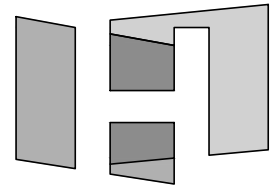
SITE GRADING PLAN

SCALE: 1" = 20'-0"



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ARCHITECT OF RECORD



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NOVATO GROUP

"UNASSIGNED" 6TH STREET
GLENWOOD SPRINGS, CO 81601

5-1-20 SUP SUBMISSION		
NUMBER	DATE	DESCRIPTION
		ISSUES

CERTIFICATION:

SHEET TITLE:

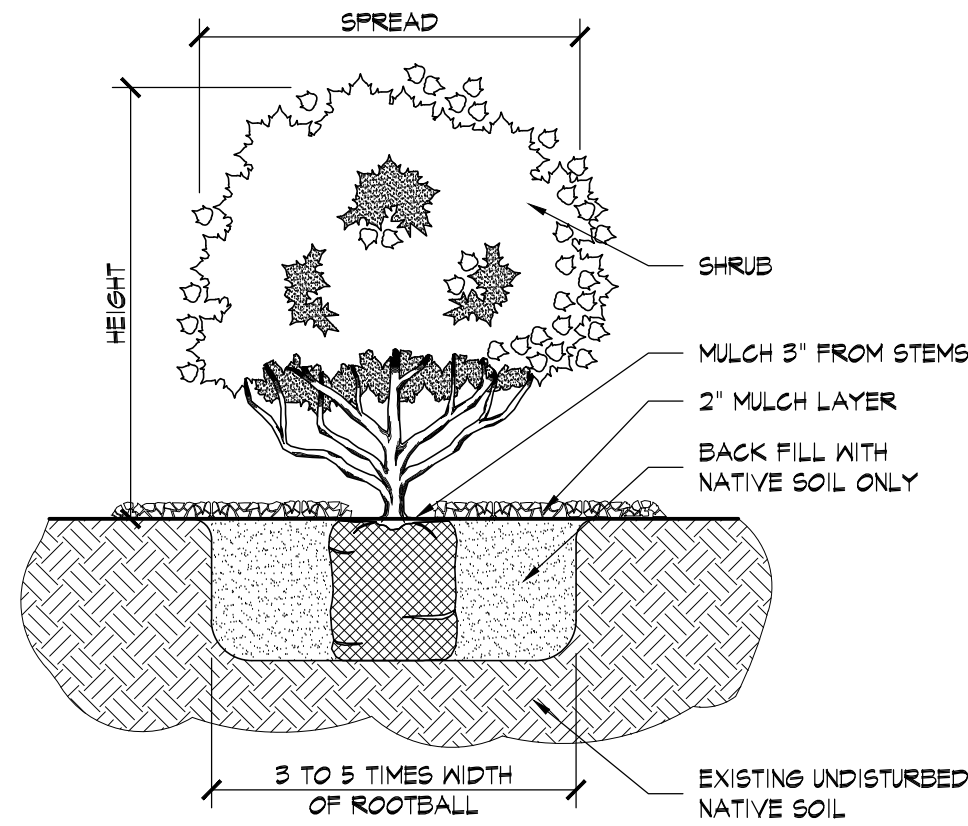
SITE GRADING PLAN

PROJECT NUMBER	19064
CAD FILE:	64C102DWG
DRAWN BY:	REA
CHECKED BY:	BSH

SHEET NUMBER:

C102

"UNASSIGNED" W 6TH STREET GLENWOOD SPRINGS COLORADO 81601 SITUATED IN THE NORTH HALF OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE 6TH P.M., IN THE CITY OF GLENWOOD SPRINGS, IN GARFIELD COUNTY, COLORADO.



NOTES:
ALL PLANTS SHALL COMPLY WITH A.A.N. STANDARD
REMOVE TOP THIRD OF BURLAP ON ROOT BALL. SHRUB BEDS
SHALL HAVE 1/2\"/>

1 SHRUB PLANTING DETAIL
C102 SCALE: 3/4" = 1'-0"

CONTACT:
15925 HARGRAY DRIVE NOBLESVILLE, IN 46062
CONTACT: REX ATKINSON
P. (833) 348-3934 E. REX@FIVE9DG.COM

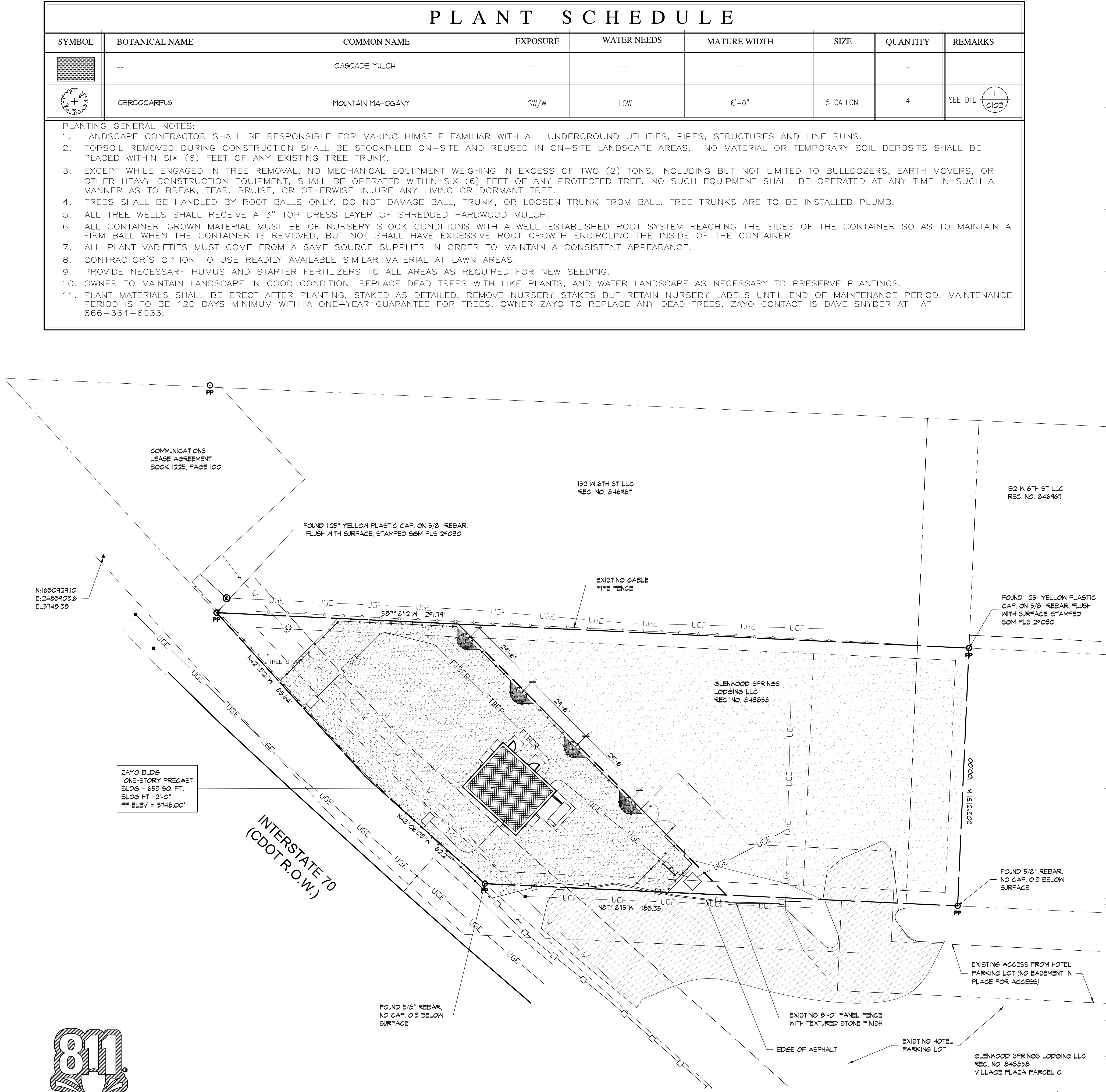
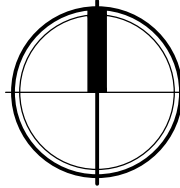


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LANDSCAPE PLAN
SCALE: 1" = 20'-0"



FIVE NINE

DESIGN GROUP

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TM

GROUP

zayo

"UNASSIGNED" 6TH STREET
GLENWOOD SPRINGS, CO 81601

5-1-20 SUP SUBMISSION		
NUMBER	DATE	DESCRIPTION
ISSUES		
CERTIFICATION:		

SHEET TITLE:

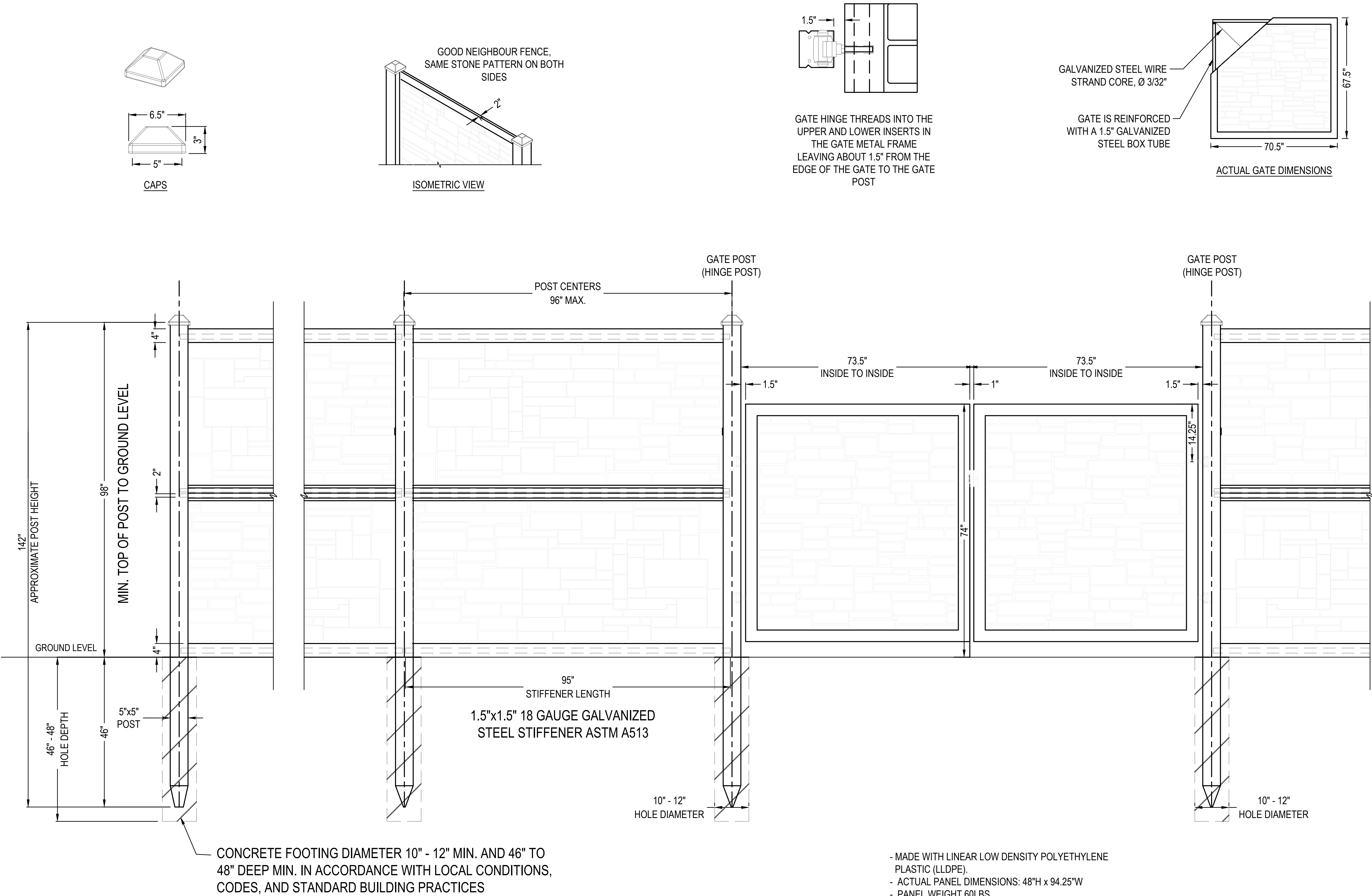
LANDSCAPE PLAN

PROJECT NUMBER19064
CAD FILE:64C103DWG
DRAWN BY:BEA
CHECKED BY:BSH

SHEET NUMBER:

C103

Packet Page 24

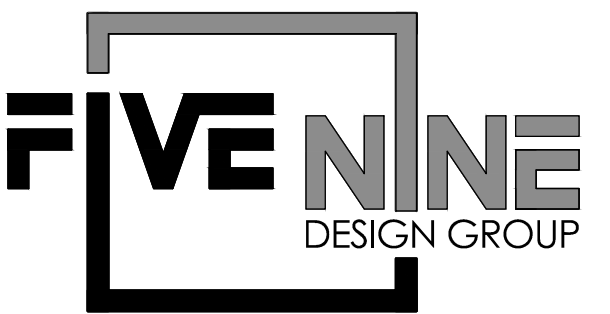


1 DECORATIVE PLASTIC FENCE WITH STONE FINISH

SCALE: 3/4" = 1'-0"

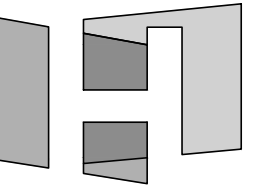
- MADE WITH LINEAR LOW DENSITY POLYETHYLENE PLASTIC (LLDPE).
- ACTUAL PANEL DIMENSIONS: 48"H x 94.25"W
- PANEL WEIGHT 60LBS
- TOLERANCES ARE ± .5"
- GATE WEIGHT 67LBS

MODEL FP96X96 - FENCE PANEL 8' X 8' (TWO STACKED PANELS)



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TM
Navajo
GROUP

"UNASSIGNED" 6TH STREET
GLENWOOD SPRINGS, CO 81601

5-8-20 AHJ SUP APPLICATION		
NUMBER	DATE	DESCRIPTION
		ISSUES

CERTIFICATION:

SHEET TITLE:

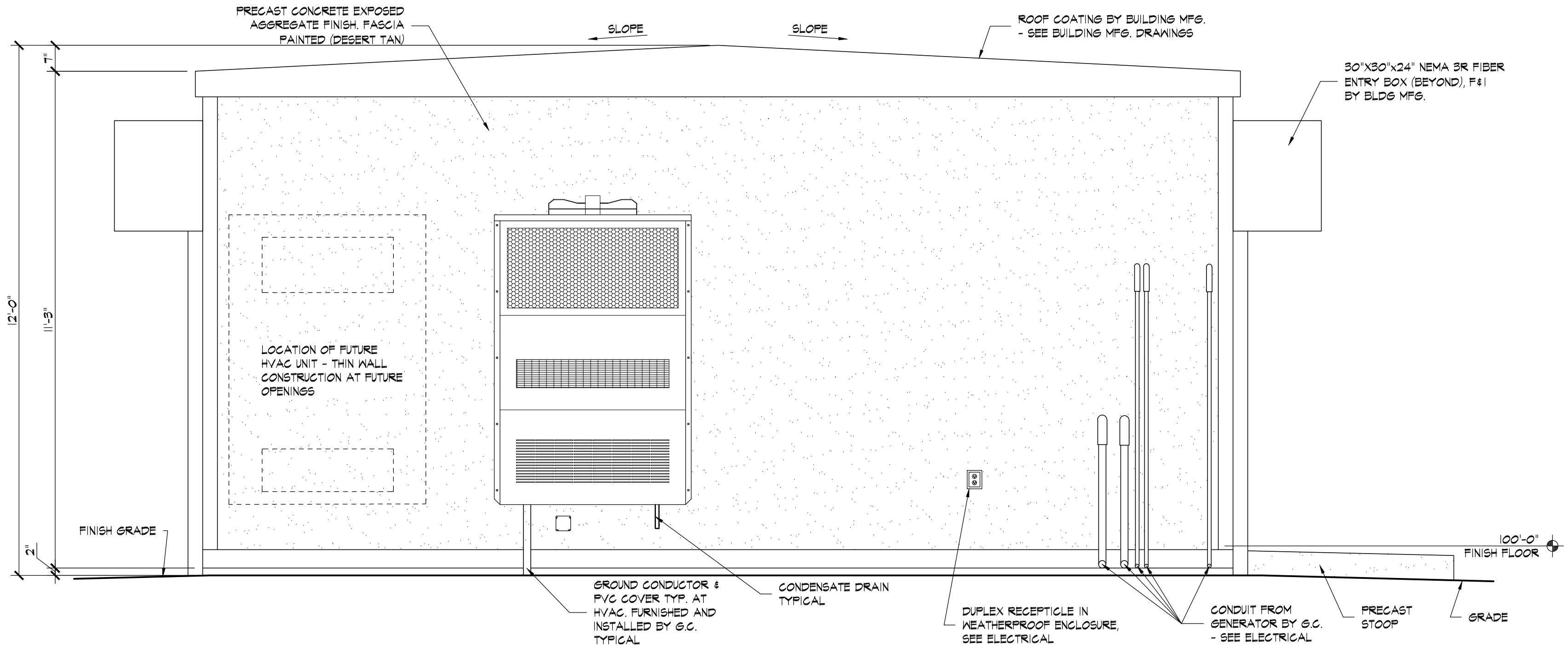
FENCE DETAILS

PROJECT NUMBER 19064
CAD FILE: 64C200.DWG
DRAWN BY: REA
CHECKED BY: BSH

SHEET NUMBER:

C200

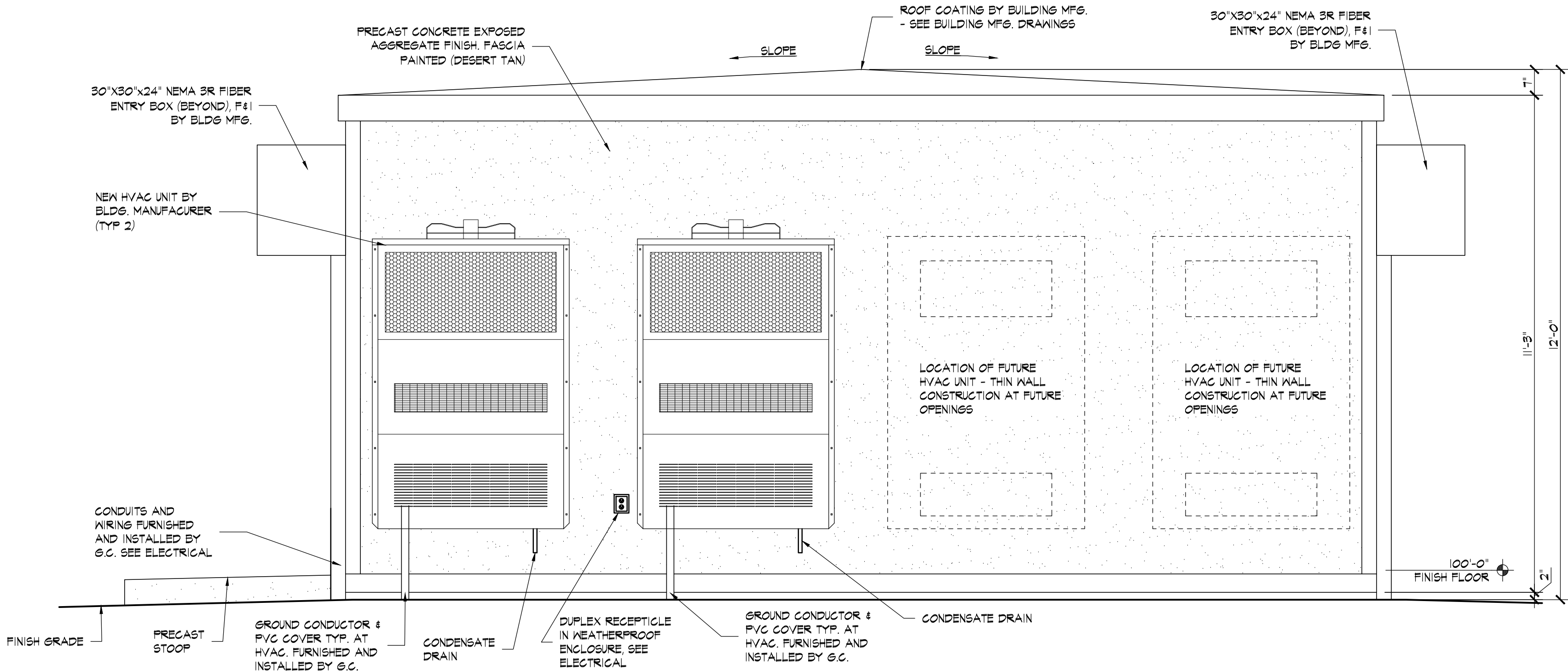
SOUTH ELEVATION		
	SURFACE AREA	PERCENTAGE OF NET
GROSS OF WALL	252 SF	NA
NET BROWN AGGREGATE	174 SF	69%
TAN HVAC UNIT	58 SF	22%
CONCRETE	20 SF	9%



2 EXTERIOR ELEVATION
A202 SCALE: 1/2" = 1'-0"

NOTE: SEE ATTACHED PHOTOS FOR ADDITIONAL INFORMATION OF THE PRE-MANUFACTURED BUILDING.

NORTH ELEVATION		
	SURFACE AREA	PERCENTAGE OF NET
GROSS OF WALL	252 SF	NA
NET BROWN AGGREGATE	203 SF	80%
TAN HVAC UNIT	58 SF	11
CONCRETE	20 SF	9%



1 EXTERIOR ELEVATION
A202 SCALE: 1/2" = 1'-0"

NOTE: SEE ATTACHED PHOTOS FOR ADDITIONAL INFORMATION OF THE PRE-MANUFACTURED BUILDING.

FIVE NINE

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"UNASSIGNED" 6TH STREET
GLENWOOD SPRINGS, CO 81601

5-8-20 AHJ SUP APPLICATION

NUMBER	DATE	DESCRIPTION
		ISSUES

CERTIFICATION:

SHEET TITLE:
EXTERIOR ELEVATIONS

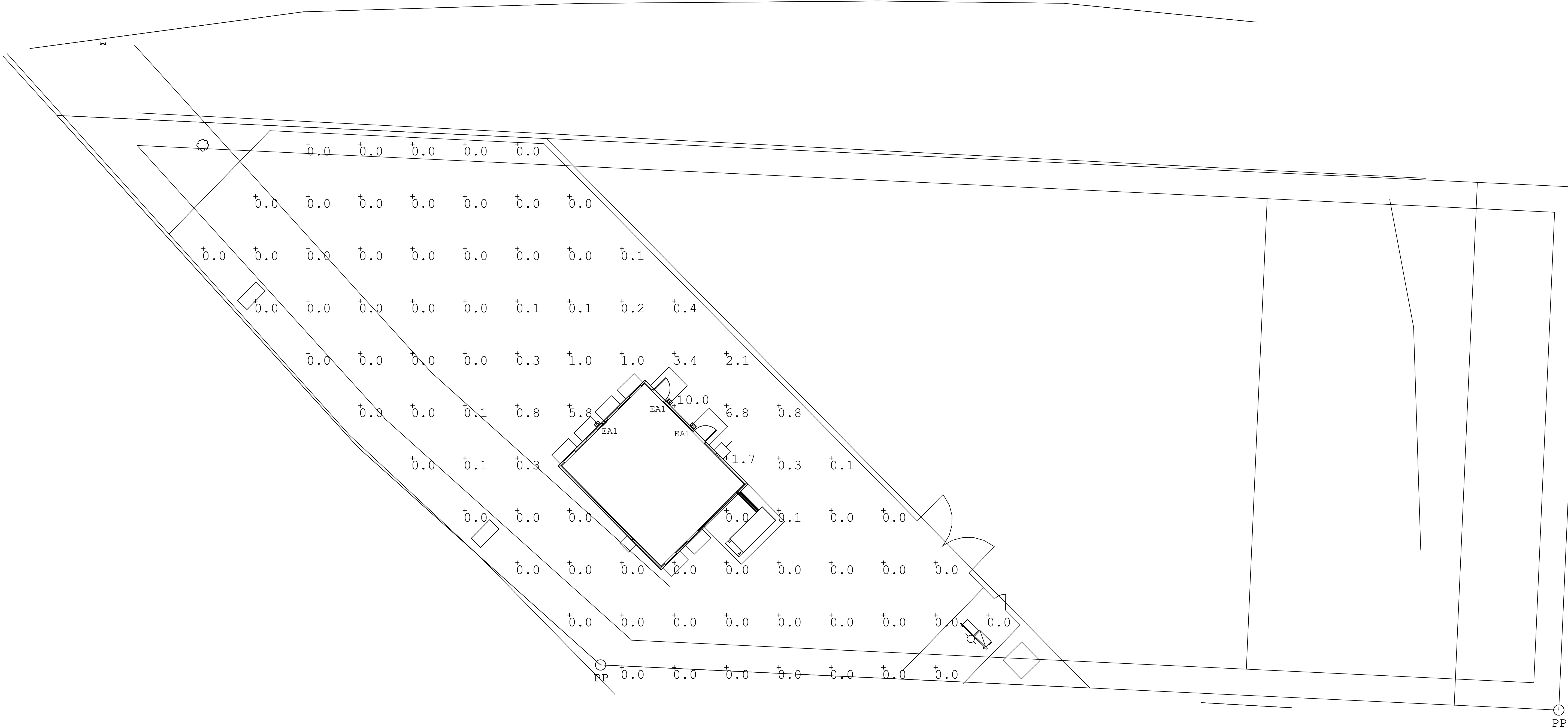
PROJECT NUMBER	19064
CAD FILE:	64A202.DWG
DRAWN BY:	REA
CHECKED BY:	BSH

SHEET NUMBER:
A202

Packet Page 27

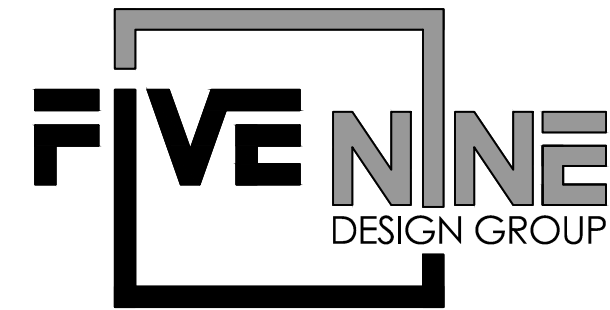
Calculation Summary						
Label	CalcType	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	Illuminance	0.42	10.0	0.0	N.A.	N.A.

Luminaire Schedule						
Symbol	Qty	Label	LLF	Description	Tag	
☐	3	WST LED P1 40K VF MVOLT	0.810	WST LED P1 40K VF MVOLT	EA1	



SITE PLAN - PHOTOMETRIC

SCALE: 1" = 10'-0"



15925 HARGRAY DRIVE
NOBLESVILLE, INDIANA 46062
P: 833-348-3934
www.five9dg.com

CONSULTANT:



www.milliesengineeringgroup.com
(219) 954-8400

9711 Valparaiso Drive
Munster, Indiana 46321

221 N. LaSalle Street
Chicago, Illinois 60601

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**UNASSIGNED" 6TH STREET
GLENWOOD SPRINGS, CO 81601**

NUMBER	DATE	DESCRIPTION
ISSUES		
CERTIFICATION:		

SHEET TITLE:

SITE PLAN - PHOTOMETRIC

PROJECT NUMBER: 18064
CAD FILE: E1-1.DWG
DRAWN BY:
CHECKED BY:

SHEET NUMBER:

E101A

PRELIMINARY

Plotted: APRIL 22, 2020

NOT FOR CONSTRUCTION

ZAYO Group Glenwood Springs, CO

RE: Zayo Group
Glenwood Springs, CO 81601

REQUEST

Five Nine Design Group is the representing agent for Zayo Group in this submission for Special Use approval located in City of Glenwood Springs for a new 654 SF unoccupied pre-cast concrete telecommunications utility equipment facility.

LOCATION/ACREAGE

Site is located at an unassigned address on W 6th Ave in the City of Glenwood Springs. Access is from the parking lot of the La Quinta Inn. Zayo Group has an agreement in place to lease approximately 14,000 sf of the Rec. No 843858 from Glenwood Springs Lodging LLC.

DESCRIPTION OF PROJECT

Zayo Group proposes to erect a new building that will act as an infra structure component on their underground fiber optic network from Denver, CO to Salt Lake City UT. This building will house electrical telecommunications equipment providing the fiber optic lines a signal regeneration. The building is a 654SF pre-manufactured modular unit 28'-0"x23'-4"x12'-0" high.

The building is a precast concrete bldg. with exposed coarse aggregate finish, that is set on and anchored to a site placed precast concrete foundation at the required frost depth for soil conditions. The building and foundation are manufactured and assembled off site and shipped to the new location for placement. There will be no antennas, towers, or dishes at the site for this building.

Facility will be an unoccupied, "lights out", facility that is not open to the public and locked at all times. Access is only permitted by trained and authorized service personnel.

WATER SUPPLY/LIQUID WASTE/SOLID WASTE

There will be no water or sewage utility required or provided. No waste or trash will be accumulated as a result of the proposed development. This is an unmanned facility with no plumbing or waste generation.

ACCESS/TRAFFIC IMPACTS

There will be minimal visits to the site. The visits will be infrequent depending on the need to adjust equipment. There will be an estimated 1 visit per month +/- to this site for maintenance and system operation. This will not impact the existing traffic patterns of this area. Site access is proposed via a new light duty gravel drive and access from the La Quinta parking lot. A parking area will be installed for maintenance vehicle to park while onsite.

OUTSIDE NIGHTTIME ENVIRONMENT

The outside lighting proposed on the site is (1) downward directed wall mounted 18W LED light fixture at each entry door (two total). Each light will have a dawn to dusk photocell control.

ENVIRONMENTAL PERFORMANCE STANDARDS

No emissions or noise generation will be created from the normal operation of this building. A permanent emergency generator will be located at this site and will only operate at times of commercial utility power loss or equipment regular maintenance.

SUMMARY

This project typically has been classified as a utility facility for telecommunications use and as designed meets all local ordinances and regulations for this use. There are no wireless transmission devices of any kind including towers, antennas, or dishes. Facility is unoccupied. Fiber and electric service to the building arrives underground. There are no water or sewer utilities required. This proposed development bestows little to no visual, physical, environmental, or traffic impact on the site and surrounding area.

Special Use Criteria

1. The use will be compatible with the surrounding area

Yes, the use is compatible with the surrounding areas and will cause no adverse effects.

2. The impacts of the use on surrounding areas have been adequately minimized.

Yes, the location and layout of the site are designed to minimize impacts of adjacent property owners.

3. The use will be consistent with the general purpose and intent of this Code

The use is consistent with the general purpose of the Code.

4. The use will comply with all applicable standards of this Code.

The use will comply with all applicable codes.

5. The use is in conformance with the Comprehensive Plan and other City plans and policies

The building type and size is in conformance with the Comprehensive Plan and other City plans and policies.

6. The use minimizes adverse impacts to the health, safety, and welfare of the inhabitants of the surrounding areas and the city.

Yes. This use minimizes adverse impacts by avoiding hazardous materials and encasing the equipment with a concrete building with a brown aggregate.

Base Station Criteria

1. Such facilities shall be architecturally compatible with respect to attachments, and colored to match the building or structure to which they are attached.

There is no base station associated with this project.

2. The maximum protrusion of such facilities from the building or structure face to which they are attached shall be six feet.

No protrusion will extend from the facility more than six feet.

3. Wall-mounted WCFs shall not extend above the roof line unless mounted to a penthouse.

No wall mounted WCFs will extend above the roof line.

4. Roof-mounted WCFs shall be approved only where an applicant demonstrates a wall mounted WCF is inadequate to provide service and evaluated for approval based upon the following criteria:

- a. Roof-mounted whip antennas shall extend no more than 12 feet above the parapet of any flat roof or ridge of a sloped roof or penthouse to which they are attached.

There will be no Roof-Mounted Whip Antennas.

- b. Roof-mounted panel antennas shall extend no more than seven feet above the parapet of a flat roof or ridge of a sloped roof to which they are mounted.

There will be no Roof-Mounted panel antennas.

- c. Other roof-mounted transmission equipment shall extend no more than seven feet above any parapet of flat roof upon which they may be placed, and shall not be permitted on a sloped roof.

There will be no Roof-Mounted transmission equipment.

If you have any questions regarding this matter please contact me.

Rex Atkinson, Five Nine Design Group

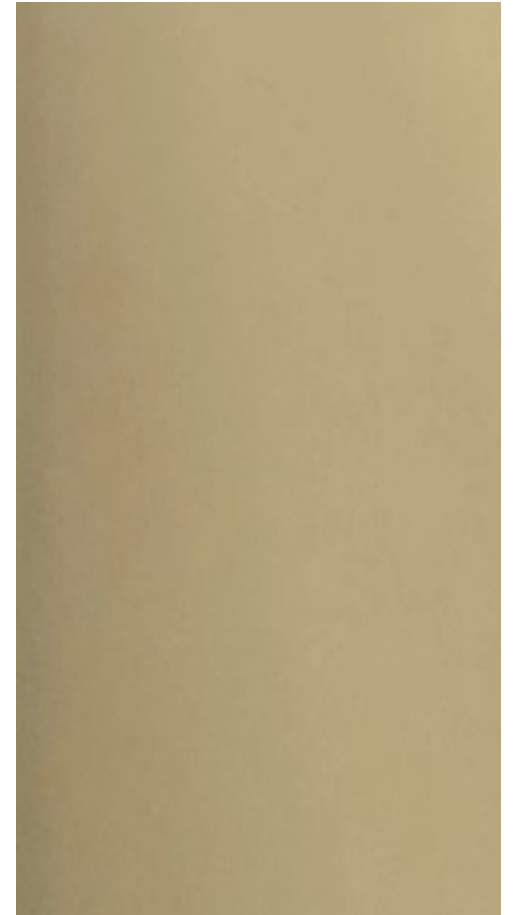
ZAYO GLENWOOD SPRINGS, CO
FIBER-OPTIC UTILITY SHELTER MATERIAL BOARD: BUILDING



EPO ROOF OVER
CONCRETE: WHITE



PAINTED AGGREGATE:
BROWN

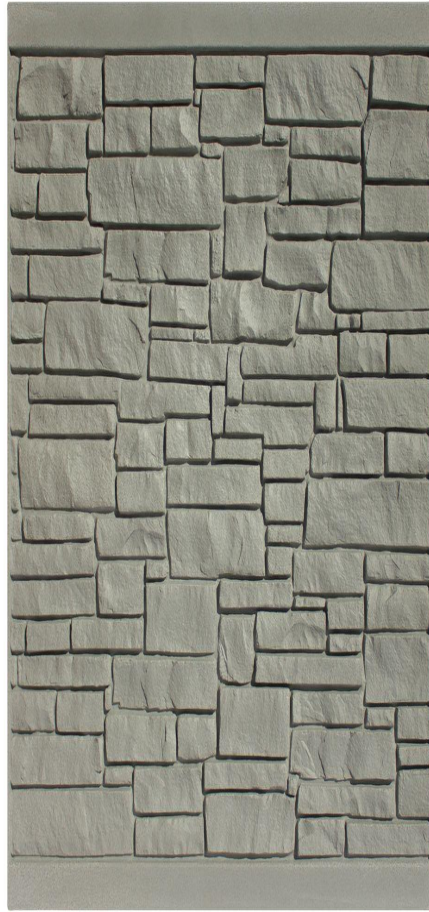


HOLLOW METAL
DOOR: TAN

ZAYO GLENWOOD SPRINGS, CO
FIBER-OPTIC UTILITY SHELTER MATERIAL BOARD: SITE



EVERGREEN



DECORATIVE PLASTIC
FENCING



GRAVEL YARD



CONCRETE
STOOPS AND
GENERATOR PAD

ZAYO GLENWOOD SPRINGS, CO

FIBER-OPTIC UTILITY SHELTER MATERIAL BOARD



FINIHSED BUIDLING

May 29, 2020

City of Glenwood Springs
Planning Department
101 W. 8th Street
Glenwood Springs, CO 81601

**RE: Drainage Letter of Intent
Zayo Fiber Optic Building**

SGM is pleased to provide this Letter of intent for the drainage design of the proposed Zayo Fiber Optic Building project.

The project site consists of a portion of a 0.56-acre unassigned tract on West 6th Street situated in the North Half of Section 9, Township 6 South, Range 89 West, of the 6th P.M., in the City of Glenwood Springs, in Garfield County, Colorado. The site is located in the open area behind the Tequila's restaurant along Highway 6. No portion of this site is within the 100-year floodplain per FEMA FIRM Panel 0800711432C, dated October 15, 1985 for Garfield County, Colorado.



Image: Project Site

Existing site conditions include base and gravel ground cover with some stored vehicles and equipment. No critical environmental features were found onsite. Site vegetation is minimal with some native trees and weeds around the perimeter of the site. The site generally slopes from the southeast to the northwest.

The general intent of the proposed drainage design will be to maintain existing drainage patterns and storm water flows leaving the site. Site drainage currently flows overland from the southeast to northwest and discharges into the adjacent lot to the north. Proposed site improvements include a 635 square foot building with associated dry utilities and drainage improvements. The remaining area shall be re-graveled and mildly graded to the northwest to match existing flow patterns.

Drainage design will include an analysis of existing and proposed stormwater runoff for the 5-, 25- and 100-year storm events to comply with Glenwood Springs Engineering Standards. Detention or other measures will be proposed to control any increase in storm water runoff, as necessary. Temporary sedimentation controls will be provided to control sediment transport generated during construction activities.

I hope that this letter is adequate for your initial review of the intent of the proposed site drainage for this project. Feel free to contact me with any questions or concerns.

Respectfully,

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Jevon Poston, P.E.
Senior Engineer



LAND USE APPLICATION

City of Glenwood Springs
Economic and Community Development Dept.
101 West 8th Street
Glenwood Springs, CO 81601
970-384-6411

Ordinance Amendments		Development Permits	
Rezoning		Site/Architectural Plan Review	
Rezoning to Planned Unit Development (PUD)		Administrative	
Annexation		Minor	
Condominiumization		Major	
Annexation		Master Plan	
Street Vacation		Construction Plans	
		Location & Extent	
Subdivisions		Right of Way Encroachment License	
Minor Subdivision		Floodplain Development Permit	
Preliminary Plat		Special Use Permit	x
Final Plat		Flexibility and Relief Procedures	
Vacation of Right-of-Way		Variance	
		Administrative Adjustment	
		Appeal	

Applicant/Property Owner Information:

Applicant	Owner		
Zayo	Glenwood Springs Lodging, LLC		
Relationship to Owner	Owner		
Dave Snyder	Bruce Rahmani		
Applicant Address	Owner Address		
1401 Wynkoop Street	Denver, CO 80202	101 E. 120th Ave	Northglenn, CO 80233
Phone 720-403-2434	Email Address dave.snyder@zayo.com	Phone 303-880-2901	Email Address Bruce@coloradohospitality.com

Property Information:

Address	Parcel Number
"Unassigned" 6th Street Glenwood Springs, CO 81601	218509200043
Subdivision	Lot and Block Number
	Section 9, Township 6 South, Range 89 West, of the 6th P.M.
Zone District Commercial	Existing Land Use Vacant

General Project Description:

Unmanned Pre-Manufactured concrete fiber-optic equipment shelter with aggregate finish.
Surrounded by a security fence and serviced by an emergency generator.

Signatures:

The owner or applicant must be present at the hearing. All public hearings must be properly noticed according to G.S.M.C. Section 070.010.030. Signatures of all owners of the property must appear before the application is accepted. Partnerships or corporations may have the authorized general partner or corporate officer sign the application. (Attach additional incorporation documents if necessary.) I declare under the penalty of perjury that the above information is true and correct to the best of my knowledge.

<i>Dave Snyder</i>	3-5-20
Applicant	Date
<i>Bruce Rahmani</i>	3-5-20
Owner	Date
Owner	Date



Geotechnical Engineering Report

Glenwood Springs Telecom Shelter

39.5513° N, 107.3300° W

Glenwood Springs, Colorado

February 5, 2020

Terracon Project No. 25195328C

Prepared for:

Five Nine Design Group

Indianapolis, Indiana

Prepared by:

Terracon Consultants, Inc.

Wheat Ridge, Colorado



February 5, 2020

Five Nine Design Group
8730 Powderhorn Way
Indianapolis, Indiana 46256



Attn: Mr. Rex Atkinson – Project Manager
P: (833) 348-3934
E: rex@five9dg.com

Re: Geotechnical Engineering Report
Glenwood Springs Telecom Shelter
39.5513° N, 107.3300° W
Glenwood Springs, Colorado
Terracon Project No. 25195328C

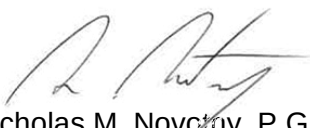
Mr. Atkinson:

We have completed the Geotechnical Engineering services for the above referenced project. This study was performed in general accordance with our proposal dated November 5, 2019 and the Master Services Agreement Task Order authorized on November 11, 2019. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design and construction for the proposed equipment shelter building.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

Terracon Consultants, Inc.



Nicholas M. Novotny, P.G., C.E.G.
Senior Staff Geologist



Scott B. Myers, P.E.
Regional Senior Consultant

Geotechnical Engineering Report

Glenwood Springs Telecom Shelter ■ Glenwood Springs, Colorado

February 5, 2020 ■ Terracon Project No. 25195328C



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ATTACHMENTS

Note: This report was originally delivered in a web-based format. Orange Bold text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the [GeoReport](#) logo will bring you back to this page. For more interactive features, please view your project online at client.terracon.com.

EXPLORATION AND TESTING PROCEDURES SITE LOCATION AND EXPLORATION PLANS EXPLORATION RESULTS SUPPORTING INFORMATION

Note: Refer to each individual attachment for a listing of contents.

REPORT SUMMARY

A geotechnical engineering exploration has been performed for the Glenwood Springs Telecom Shelter project to be located at approximate coordinates 39.5513° N, 107.3300° W near Glenwood Springs, Colorado. Based on the information obtained from this subsurface exploration and the laboratory testing completed, the site appears suitable for the proposed construction; however, the following geotechnical conditions will need to be considered:

- About 2 feet of fill materials were encountered in the boring drilled for this exploration. We do not possess any information regarding whether the fill was placed under the observation of a geotechnical engineer. It is our opinion that the existing fill should not be used to support the foundation or pavement construction without complete removal and modification. Support of pavement construction on the existing fill materials can be considered, provided a portion of the existing fill materials are overexcavated, processed, moisture conditioned and recompacted and some movement can be tolerated.
- Based on the results of the laboratory testing and our experience in the area the sand fill material and native silty to poorly graded sand and gravel soils are non-expansive. .
- Based on the geotechnical engineering analyses, the proposed equipment shelter may be constructed on a shallow spread footing foundation bottomed on native soils or new engineered fill provided the owner is willing to accept the associated risk of movement.
- Based on the 2018 International Building Code (IBC) Section 1613.3.2 and the subsurface conditions encountered in the boring, the seismic site classification for this site is D.
- The amount of movement associated with foundations will be related to the wetting of the underlying soils. Therefore, it is imperative the recommendations outlined in the **Grading and Drainage** subsection of **Earthwork** be followed to reduce potential movement. Moisture conditioning and/or replacement of the on-site fill materials and/or native soils should follow the recommendations outlined in **Earthwork**.

This summary should be used in conjunction with the entire report for design purposes. It should be recognized that details were not included or fully developed in this section, and the report must be read in its entirety for a comprehensive understanding of the items contained herein. The section titled **General Comments** should be read for an understanding of the report limitations.

Geotechnical Engineering Report

Glenwood Springs Telecom Shelter

39.5513° N, 107.3300° W

Glenwood Springs, Colorado

Terracon Project No. 25195328C

February 5, 2020

INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for the Glenwood Springs Telecom Shelter project to be located at approximate coordinates of 39.5513° N, 107.3300° W in Glenwood Springs, Colorado.

As part of our subsurface exploration, a single boring (designated as Boring No. SB-3) was drilled at the site to a depth of about 10 feet below existing site grades where auger refusal was encountered on very dense silty gravel materials. Based on our experience in the area, refusal was likely encountered on large cobbles or boulders. Maps showing the site and boring location is shown in the **Site Location** and **Exploration Plan** sections, respectively. The results of the laboratory testing performed on soil samples obtained from the site during the field exploration are included on the boring log in the **Exploration Results** section of this report.

The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Groundwater levels
- Earthwork
- Drainage
- Lateral earth pressures
- Seismic site classification
- Foundation design and construction

SITE CONDITIONS

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly available geologic maps.

Item	Description
Location	The project is to be located approximate coordinates of 39.5513° N, 107.3300° W. The site is located northeast of Interstate 70 and west of W 6 th Street in Glenwood Springs, Garfield County, Colorado. See Site Location

Geotechnical Engineering Report

Glenwood Springs Telecom Shelter ■ Glenwood Springs, Colorado

February 5, 2020 ■ Terracon Project No. 25195328C



Item	Description
Existing Improvements	The subject site consists of an undeveloped lot along surrounded by an existing asphalt paved parking lot and associated shopping center. Based on historical imagery, the lot appears to have been previously developed with a structure and pavements which have since been demolished.
Current Ground Cover	Ground cover on the subject site consists of barren land.
Existing Topography	The site is generally flat with an elevation difference of less than about 3 feet.

PROJECT DESCRIPTION

Our initial understanding of the project was provided in our proposal and was discussed during project planning. Our final understanding of the project conditions is as follows:

Item	Description
Proposed structure	We understand that the project consists of the construction of a single story 12 to 36 foot pre-cast concrete building. Cast-in-place floor slabs are not reported for this project. The building is reported to weigh approximately 110,000 pounds and is planned to be supported on a reinforced, shallow concrete foundation.
Anticipated foundation systems	Cast-in-place continuous trench footings.
Below grade areas	None indicated
Maximum Loads	Total Weight: 110,000 lbs. ■ Walls: 1 to 3 kips per linear foot (klf) ■ Slabs: 150 to 200 pounds per square foot (psf)
Grading	Cut and fill, 3 feet (+/-) max (assumed)
Excavation depth	3 feet (assumed)
Free-standing retaining walls	None indicated
Driveway / pavements	We understand that new gravel pavement construction is planned as part of this project. Specific areas of paving were not known at the time of report preparation. We anticipate paving will be performed within a 100-foot radius of the proposed building. Anticipated traffic is assumed to consist of the following: ■ Cars and Light Pickups: less than 5 per week ■ Heavy trucks: less than 2 per week The pavement design period is 10 years

GEOTECHNICAL CHARACTERIZATION

We have developed a general characterization of the subsurface soil and groundwater conditions based upon our review of the data and our understanding of the geologic setting and planned construction. The following sections provide our geotechnical characterization.

The geotechnical characterization forms the basis of our geotechnical calculations and evaluation of site preparation, foundation options, and pavement options. As noted in **General Comments**, the characterization is based upon widely spaced exploration points across the site, and variations are likely.

Typical Profile

Based on the results of the boring for this exploration, subsurface conditions on the site can be generalized as follows:

Material Description	Approximate Depth to Bottom of Stratum below Existing Site Grade	Consistency/ Relative Density/ Hardness
Fill materials consisting of sand	About 2 feet	Variable
Native soils consisting of silty sand with varying amounts of gravel	About 4 feet	Medium dense
Native soils consisting of gravel with varying amounts of silt, sand, cobbles and boulders	About 10 feet, Maximum depth explored ¹	Medium dense to very dense

1. Practical auger refusal was encountered on cobbles and boulders encountered at a depth of approximately 10 feet.

Stratification boundaries on the boring log represent the approximate location of changes in soil and material types; in situ, the transition between materials may be gradual. Further details of the boring can be found on the boring log in the **Exploration Results**.

Based on the results of the laboratory testing and our experience in the area, the sand fill material and native silty to poorly graded sand and gravel soils are non-expansive. A summary of laboratory test results is included in the **Exploration Results**.

Groundwater Conditions

The boring was observed while drilling and upon completion of drilling for the presence and level of groundwater. The water level observed in the borehole can be found on the boring log in **Exploration Results** and is summarized below.

Geotechnical Engineering Report

Glenwood Springs Telecom Shelter ■ Glenwood Springs, Colorado

February 5, 2020 ■ Terracon Project No. 25195328C



Boring No.	Shallowest depth to groundwater encountered while or upon completion of drilling ¹
SB-3	None encountered
¹ . Due to safety concerns, the boring was backfilled immediately after completion. Therefore, subsequent groundwater measurements were not obtained.	

These observations represent groundwater conditions at the time of the field exploration and may not be indicative of other times or at other locations. Groundwater levels can be expected to fluctuate with varying seasonal and weather conditions.

Zones of perched and/or trapped groundwater may also occur at times in the subsurface soils. The location and amount of perched water is dependent upon several factors, including hydrologic conditions, type of site development, irrigation demands on or adjacent to the site, fluctuations in water features, seasonal and weather conditions.

Groundwater level fluctuations occur due to seasonal variations in the amount of rainfall, runoff, and other factors not evident at the time the boring was performed. Groundwater levels during construction or at other times in the life of the structure may be higher or lower than the levels indicated on the boring log. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

GEOTECHNICAL OVERVIEW

Based on subsurface conditions encountered in the boring, the site appears suitable for the proposed construction from a geotechnical point of view provided certain precautions and design and construction recommendations outlined in this report are followed. We have identified geotechnical conditions that could impact design and construction of the proposed equipment shelter.

Existing Fill Materials

Up to about 2 feet of fill materials were encountered at the site. It should be noted that fill depths presented in the boring logs are approximate and the depth, lateral extents, and composition of fill should be expected to vary. We do not possess any information regarding whether the fill was placed under the observation of a geotechnical engineer.

Based upon the results of our field exploration and laboratory testing, it is our opinion the existing fill should not be used to support foundations, interior slabs, or pavement construction without complete removal and modification.

If the owner is willing to accept a higher risk of movement for pavements consideration could be given to overexcavating a portion of the existing fill materials below the pavements, then processing, moisture conditioning and compacting the materials back to subgrade elevation.

The existing fill can be reused as engineered fill below foundations and pavements, provided the material meets the requirements of imported soils in the **Material Types** subsection in **Earthwork**, any deleterious materials are removed, and some movement can be tolerated. Some removal and replacement may be required if unsuitable or soft materials are exposed.

EARTHWORK

Earthwork is anticipated to include clearing and grubbing, excavations, and fill placement. The following sections provide recommendations for use in the preparation of specifications for the work. Recommendations include critical quality criteria, as necessary, to render the site in the state considered in our geotechnical engineering evaluation for foundations.

Site Preparation

Strip and remove existing vegetation, organics, and other deleterious materials from proposed construction areas. All exposed surfaces should be free of mounds and depressions that could prevent uniform compaction.

Stripped materials consisting of vegetation, unsuitable fills, and organic materials should be wasted from the site or used to revegetate landscaped areas or exposed slopes after completion of grading operations.

Where possible, the site should be initially graded to create a relatively level surface to receive fill and to provide for a relatively uniform thickness of fill beneath the proposed equipment shelter and improvement areas. All exposed areas that will receive fill, once properly cleared, should be scarified to a minimum depth of 12 inches, conditioned to near optimum moisture content, and compacted. It is imperative the moisture content of prepared materials be protected from moisture loss.

Although evidence of underground facilities such as grease pits, septic tanks and basements was not observed during our exploration, such features could be encountered during construction. If unexpected fills or underground facilities are encountered, such features should be removed and the excavation thoroughly cleaned prior to backfill placement and/or construction.

It is anticipated that excavations for the proposed construction can be accomplished with conventional earthmoving equipment.

Depending upon depth of excavation and seasonal conditions, surface water infiltration into excavations may occur during construction. Surface water seeping into excavations at this site

Geotechnical Engineering Report

Glenwood Springs Telecom Shelter ■ Glenwood Springs, Colorado

February 5, 2020 ■ Terracon Project No. 25195328C



could most likely be controlled by shallow trenches leading to a sump pit where the water could be removed by pumping.

The stability of subgrade soils may be affected by precipitation, repetitive construction traffic, or other factors. If unstable conditions are encountered or develop during construction, workability may be improved by overexcavation of wet zones and mixing these soils with crushed gravel. Use of geotextiles could also be considered as a stabilization technique. Lightweight excavation equipment may be required to reduce subgrade pumping.

Material Types

Fill for this project should consist of engineered fill. Engineered fill is fill that meets the criteria presented in this report and has been properly documented.

Engineered fill should meet the following material property requirements:

Fill Type ^{1,2}	USCS Classification	Acceptable location for placement
On-site sand soils	SP, SM	On-site sand soils are considered suitable for reuse as compacted fill below foundations and pavements.
Imported soils	Varies	Imported soils meeting the gradation outlined herein can be considered acceptable for use as engineered fill beneath foundation areas and as general fill for this project.

1. Controlled, compacted fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the geotechnical engineer for evaluation.
2. Care should be taken during the fill placement process to avoid zones of dis-similar fill. Improvements constructed over varying fill types are at a higher risk of differential movement compared to improvements over a uniform fill zone.

Imported soils for engineered fill (if required) should meet the following material property requirements:

Gradation	Percent finer by weight (ASTM C136)
3"	100
No. 4 Sieve	50-100
No. 200 Sieve	<20

- Liquid Limit 30 (max)
- Plasticity Index 15 (max)
- Maximum Expansive Potential (%) 0.0*

*Measured on a sample compacted to approximately 95 percent of the ASTM D698 maximum dry density at optimum water content. The sample is confined under a 200-psf surcharge and submerged.

Compaction Requirements

Engineered fill should be placed and compacted in horizontal lifts, using equipment and procedures that will produce recommended moisture contents and densities throughout the lift.

Item	Description
Fill lift thickness	8-inches or less in loose thickness when heavy, self-propelled compaction equipment is used 4 to 6-inches in loose thickness when hand-guided equipment (i.e. jumping jack, plate compactor) is used
Compaction requirements ^{1,2}	Minimum of 98% maximum dry density (ASTM D698).
Moisture content for cohesionless soils (sand soils)	-2 to +2% of the optimum moisture content

1. We recommend that engineered fill be tested for water content and compaction during placement. Should the results of the in-place density tests indicate the specified water or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified water and compaction requirements are achieved.
2. Water levels should be maintained low enough to allow for satisfactory compaction to be achieved without the compacted fill material pumping when proofrolled.

Excavation

Excavations into the subsurface soils will encounter a variety of conditions. The individual contractor(s) is responsible for designing and constructing stable, temporary excavations as required to maintain stability of both the excavation sides and bottom. All excavations should be sloped or shored in the interest of safety following local and federal regulations, including current Occupational Safety and Health Administration (OSHA) excavation and trench safety standards.

Soils penetrated by the proposed excavations may vary significantly across the site. The soil classifications are based solely on the materials encountered in the exploratory boring. The contractor should verify that similar conditions exist throughout the proposed area of excavation. If different subsurface conditions are encountered at the time of construction, the actual conditions should be evaluated to determine any excavation modifications necessary to maintain safe conditions.

Grading and Drainage

All grades must be adjusted to provide positive drainage away from the equipment shelter during construction and maintained throughout the life of the proposed project. Infiltration of water into utility or foundation excavations must be prevented during construction. Water permitted to pond

near or adjacent to the perimeter of the improvements (either during or post-construction) can result in significantly higher soil movements than those discussed in this report. As a result, any estimations of potential movement described in this report cannot be relied upon if positive drainage is not obtained and maintained, and water is allowed to infiltrate the fill and/or subgrade.

Permanent grades should be sloped at a minimum of 10 percent grade for at least 5 feet beyond the perimeter of the equipment shelter. Backfill against foundation components, and in utility line trenches should be compacted in accordance with recommendations in this report and free of all construction debris to reduce the possibility of water infiltration. After construction and prior to project completion, we recommend that verification of final grading be performed to document that positive drainage, as described above, has been achieved.

Earthwork Construction Considerations

Upon completion of grading operations, care should be taken to maintain the moisture content of the subgrade prior to construction. Construction traffic over prepared subgrade should be minimized and avoided to the extent practical.

The site should also be graded to prevent ponding of surface water on prepared subgrade or in excavations. In areas where water is allowed to pond over a period of time, the affected area should be removed and allowed to dry out.

The geotechnical engineer should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during overexcavation operations, excavations, subgrade preparation; placement and compaction of controlled compacted fills; backfilling of excavations into the completed subgrade.

CORROSIVITY

The following table lists the results of laboratory water-soluble sulfate testing performed on a sample obtained during our field exploration. This value may be used to estimate potential corrosive characteristics of the on-site soils with respect to contact with the various underground materials which will be used for project construction.

Boring No.	Sample Depth (feet)	Water-Soluble Sulfate ¹ (%)
SB-3	0 – 5	<10

-
1. Results of water-soluble sulfate testing indicate that sample of the on-site soils have an exposure class of S0 when classified in accordance with Table 19.3.1.1 of the American Concrete Institute (ACI) Design Manual. The results of the testing indicate ASTM Type I Portland Cement is suitable for project concrete in contact with on-site soils. However, if there is no (or minimal) cost differential, use of ASTM Type II Portland
-

Cement is recommended for additional sulfate resistance of construction concrete. Concrete should be designed in accordance with the provisions of the ACI Design Manual, Section 318, Chapter 19.

SHALLOW FOUNDATIONS

In our opinion, the proposed equipment shelter may be designed for a shallow spread footing foundation constructed on native sand soils or new engineered fill provided the owner is willing to accept the risk of movement.

New fill materials beneath foundations should be placed and compacted as outlined in the **Earthwork** section of this report.

Design recommendations for a spread footing foundation system are presented in the following paragraphs.

Description	Value
Overexcavation/modification depth	All fill materials below foundations must be overexcavated to native soils.
Supporting Stratum	Native sand soils or new engineered fill
Maximum Net Allowable Bearing Pressure ^{1,2}	2,000 psf
Passive Equivalent Lateral Fluid Density	360 pcf
Coefficient of Friction (Sliding)	0.4
Minimum Footing Dimensions ⁴	Isolated footings: 24 inches Continuous footings: 18 inches
Minimum Embedment Below Finished Grade for Frost Protection	3 feet
Approximate Total Movement ³	About 1 to 1½ inches

1. The recommended net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation. This pressure assumes that any existing fill or lower strength soils, if encountered, will be excavated and replaced with engineered fill.
2. Maximum allowable soil bearing pressure can be increased by 1/3 for transient loading conditions.
3. Foundation movement will depend upon the variations within the subsurface soil profile, the structural loading conditions, the embedment depth of the footings, and the quality of the earthwork operations and footing construction.
4. Not applicable for mat foundations or stiffened structural slab-on-grade.

Additional foundation movements could occur if water from any source infiltrates the foundation soils; therefore, proper drainage should be provided in the final design and during construction and throughout the life of the structure. Failure to maintain the proper drainage as recommended in the **Grading and Drainage** section of **Earthwork** will nullify the movement estimates provided above.

Unstable subgrade conditions should be observed by the geotechnical engineer to assess the subgrade and provide suitable alternatives for stabilization. Stabilized areas should be proofrolled prior to continuing construction to assess the stability of the subgrade.

The base of all foundation excavations should be free of water and loose soil prior to concrete placement. Concrete should be placed soon after excavating to reduce bearing soil disturbance. Should the soils at bearing level become excessively dry, disturbed or saturated, or frozen, the affected soil should be removed prior to placing concrete.

SUBGRADE PREPARATION FOR PRE-CAST FLOOR SLAB

We understand that a pre-cast concrete slab-on-grade floor is planned for the proposed equipment shelter. A pre-cast concrete floor slab constructed on the on-site fill materials will have a low risk of movement. However, to improve the performance of the slabs-on-grade, we recommend the slab-on-grade subgrade be overexcavated to a depth of at least 2 feet, moisture conditioned, and recompacted to grade. New fill materials beneath slabs-on-grade should be placed and compacted as outlined in the **Earthwork** section of this report.

Additional construction recommendations are as follows:

- Minimizing moisture increases in the backfill.
- Controlling moisture-density during placement of backfill.
- Slabs should not be placed on frozen subgrade

Movements of pre-cast slabs using the above technique will likely be reduced and tend to be more uniform. Additional movement could occur should the subsurface soils become wetted to significant depths, which could result in potential excessive movement causing uneven slabs and severe cracking. This could be due to poor exterior drainage. Therefore, it is imperative that the recommendations outlined in the **Grading and Drainage** subsection of **Earthwork** be followed.

SEISMIC CONSIDERATIONS

The following table presents the seismic site classification based on the 2018 International Building Code (IBC) and the subsurface conditions encountered within the boring:

Code Used	Site Classification
2018 International Building Code (IBC) ^{1,2}	D
1. In general accordance with the 2018 International Building Code, Section 1613.3.2. 2. The 2018 International Building Code (IBC) requires a site subsurface profile determination extending a depth of 100 feet for seismic site classification. The current scope requested does not include the required 100-foot subsurface profile determination. The boring of this exploration extended to a maximum depth	

of about 10 feet and this seismic site class definition considers that similar subsurface conditions exist below the maximum depth of the subsurface exploration.

AGGREGATE SURFACED ROADWAY

The site is expected to be suitable for support of the proposed access roadway when subgrade preparation is performed as described in the **Earthwork** section of this report. Moisture conditioning and compaction followed by proofrolling should be performed along the roadway alignment.

Roadway thickness design is dependent upon the following:

- Anticipated traffic conditions during the life of the roadway;
- Subgrade and paving material characteristics; and
- Climatic conditions of the region.

Design of privately maintained aggregate-surfaced drives for the project has been performed in general accordance with the guidelines outlined by the *1993 Guideline for Design of Pavement Structures* by the American Association of State Highway and Transportation Officials (AASHTO).

Subgrade Soils

Aggregate-surfaced roads constructed on the existing fill will have a moderate to high risk of movement. The risk of movement can be slightly reduced by over excavating the materials to a depth of 12 inches, moisture conditioning, and compacted the materials to grade.

Design Traffic

The following traffic loads are assumed for aggregate-surfaced road thickness design:

Assumed Traffic Loads	
Cars and Pickups	Heavy Trucks
Less than 5 per week	Less than 2 per week

Based on the assumed traffic data, the following table presents the traffic criteria utilized for aggregate thickness design.

Design Criteria	Value
Calculated 20-year total ESAL	<4,500

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Design Criteria	Value
Assumed subgrade Resilient Modulus, M_R	5,500 psi
Base course Resilient Modulus, E_{BS}	30,000 psi
Assumed maximum allowable rut depth	2 inches

Recommended Minimum Aggregate Surface Sections and Materials

The recommended section for aggregate-surfaced roads is summarized as follows:

Recommended Minimum Aggregate Thickness	
Design Criteria	Value
Aggregate Base Course (inches)	5.0

1. Consideration should be given to placement of an approved geotextile between the aggregate base layer and the subgrade soils.

The AASHTO nomograph used for design is presented in **Supporting Information**.

It is imperative that the subgrade be protected from a loss of moisture. A significant loss of moisture of the aggregate-surfaced roadway supporting materials could result in additional movement of the subgrade.

Proofrolling and repair of subgrade deficiencies should be performed within two days prior to commencement of placing the aggregate access drive materials. Particular attention should be paid to high traffic areas that were rutted and disturbed earlier and to areas where backfilled trenches are located. Areas where unsuitable conditions are observed should be repaired as recommended in this report.

Terracon or a qualified third-party testing agency should evaluate the depth of removal of unsuitable soils or materials, observe subgrade preparation (including proofrolling), and assist in developing appropriate stabilization procedures based on conditions encountered during construction.

Rutting of the aggregate surface layer and loss of aggregate from the surface layer will occur over the life of the access drives and parking areas. To improve performance, consideration can be given to placement of a geotextile such as a Mirafi HP370 or HP570, or a geogrid such as a Tensar TX140 (or approved equivalent), between the aggregate base layer and the subgrade soils.

Aggregate for the road surface should have a modulus of at least 30,000 psi. Generally material meeting Colorado Department of Transportation (CDOT) Class 5 or 6 aggregate specifications meets this criterion.

Positive surface drainage of the roadway and subgrade should be provided and maintained during the life of the project. The subgrade of the roadway should be crowned and sloped at 1 to 2 percent to provide surface water drainage at all times. Water should not be allowed to remain within the roadway section and subgrade soils. In addition, the subgrade soils should be prepared in accordance with the **Earthwork** section of this report. The following recommendations should be considered at minimum:

- Shoulders adjacent to roadways should slope at 5% to 10% away from the edges
- The subgrade surfaces have a minimum ¼ inch per foot (2%) slope to promote proper surface drainage
- Consider appropriate edge drainage and ditches/culverts
- The roadway subgrade should be slightly above surrounding grades to promote positive drainage. Aggregate base course should not be placed in a “trough” condition within the roadway section that is prone to holding water.

We emphasize that gravel-surfaced roadways, regardless of the section thickness or subgrade preparation measures, will require on-going maintenance and repairs to keep them in a serviceable condition. It is not practical to design a gravel section of sufficient thickness that on-going maintenance will not be required. This is due to the porous nature of the gravel that will allow precipitation and surface water to infiltrate and soften the subgrade soils, and the limited near surface strength of unconfined gravel that makes it susceptible to rutting. When potholes, ruts, depressions, or yielding subgrades develop they must be addressed as soon as possible in order to avoid major repairs. The roadways should be carefully reevaluated at the time of the use by heavy equipment or critical component delivery for signs of disturbance or excessive rutting. Roadway reevaluation should include proofrolling immediately prior to use by heavy or critical equipment, particularly after a rainfall event. If disturbance and/or excessive wetting have occurred, roadway areas should be reworked, moisture conditioned (if necessary), and properly compacted as indicated in this report.

Loss of surfacing materials from dust can be significant and may result in a roadway surface course that is several inches thinner within a few years. The reduced thickness will result in loss of strength and poor drainage. The use of a dust palliative such as magnesium chloride can reduce the rate of deterioration of the roadway surface and associated dust, especially when used with an aggregate surfacing material containing 8 to 12 percent fines. The typical application rate is about 0.3 gallons per square yard, although the rate may need to be increased to 0.5 to 0.6 gallons per square yard to accommodate heavy traffic. The treatment should be applied when the surfacing material is in a damp condition.

GENERAL COMMENTS

Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon also should be retained to provide observation and testing services during grading, excavation, foundation construction and other earth-related construction phases of the project.

The analysis and recommendations presented in this report are based upon the data obtained from the boring performed at the indicated location and from other information discussed in this report. This report does not reflect variations that may occur across the site or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials, or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services are for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

EXPLORATION AND TESTING PROCEDURES

Field Exploration Description

The location of the boring is presented in the **Exploration Plan** and **Boring Location Plan**. The boring was located in the field by overlaying the site plan on Google Earth, recording the latitude and longitude coordinates, and staking the boring using a handheld, recreational-grade GPS unit. The accuracy of the latitude and longitude values is typically about +/- 25 feet when obtaining the values using this method. Elevations at the boring was obtained using a level and using the top south rim of a communication utility box (approximately 39.5510° N, 107.3293° W) as a temporary benchmark with an assigned elevation of 100.0 feet. The accuracy of the boring locations and elevations should only be assumed to the level implied by the methods used.

The boring was drilled with a CME-55 truck-mounted rotary drill rig with solid-stem augers. During the drilling operations, a lithologic log of the boring was recorded by the field engineer. Relatively undisturbed samples were obtained at selected intervals utilizing a 2½-inch outside diameter modified California ring barrel sampler. Bulk samples were obtained from auger cuttings. Penetration resistance values were recorded in a manner similar to the standard penetration test (SPT). This test consists of driving the sampler into the ground with a 140-pound hammer free-falling through a distance of 30 inches. The number of blows required to advance the ring-barrel sampler 12 inches (18-inches for standard split-spoon samplers, final 12-inches are recorded) or the interval indicated, is recorded and can be correlated to the standard penetration resistance value (N-value). The blow count values are indicated on the boring log at the respective sample depths, ring barrel sample blow counts are not considered N-values.

An automatic hammer was used to advance the samplers in the boring performed on this site. A greater efficiency is typically achieved with the automatic hammer compared to the conventional safety hammer operated with a cathead and rope. Published correlations between the SPT values and soil properties are based on the lower efficiency cathead and rope method. This higher efficiency affects the standard penetration resistance blow count value by increasing the penetration per hammer blow over what would be obtained using the cathead and rope method. The effect of the automatic hammer's efficiency has been considered in the interpretation and analysis of the subsurface information for this report.

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The standard penetration test provides a reasonable indication of the in-place density of sandy type materials, but only provides an indication of the relative stiffness of cohesive materials since the blow count in these soils may be affected by the soils moisture content. In addition, considerable care should be exercised in interpreting the N-values in gravelly soils, particularly where the size of the gravel particle exceeds the inside diameter of the sampler.

Groundwater measurements were obtained in the boring at the time of drilling. Due to safety concerns, the boring was backfilled with auger cuttings after drilling. Some settlement of the backfill may occur and should be repaired as soon as possible.

Laboratory Testing Description

Samples retrieved during the field exploration were returned to the laboratory for observation by the project geotechnical engineer and were classified in general accordance with the Unified Soil Classification System presented in **Supporting Information**.

At this time, an applicable laboratory-testing program was formulated to determine engineering properties of the subsurface materials. Following the completion of the laboratory testing, the field descriptions were confirmed or modified as necessary, and the Boring Log was prepared. The Boring Log is included in **Exploration Results**.

Laboratory test results are included in **Exploration Results**. These results were used for the geotechnical engineering analyses and the development of foundation and earthwork recommendations. All laboratory tests were performed in general accordance with the applicable local or other accepted standards.

Selected soil samples were tested for the following engineering properties:

- Water content
- Dry density
- Grain size distribution
- Atterberg limits
- Water-soluble sulfate content

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SITE LOCATION AND EXPLORATION PLANS

Contents:

Site Location Plan

Exploration Plan with Aerial Image

Note: All attachments are one page unless noted above.

SITE LOCATION

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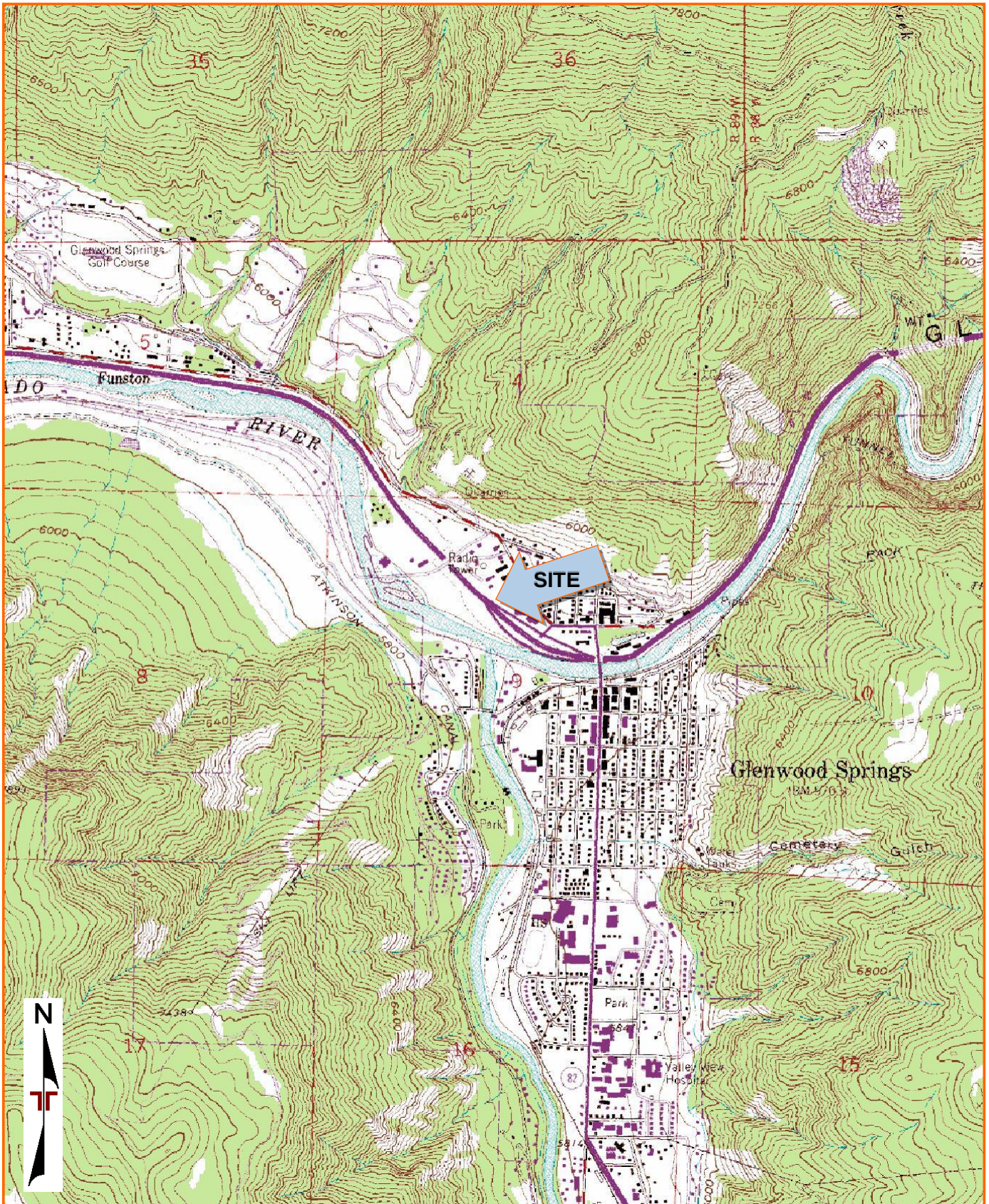


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS
NOT INTENDED FOR CONSTRUCTION PURPOSES

TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY
QUADRANGLES INCLUDE: GLENWOOD SPRINGS, CO (1/1/1987).

EXPLORATION PLAN WITH AERIAL IMAGE

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DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS
NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED
BY MICROSOFT BING MAPS

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EXPLORATION RESULTS

Contents:

Boring Log (SB-3)

Grain Size Distribution

Summary of Laboratory Test Results

Note: All attachments are one page unless noted above.

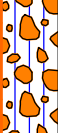
BORING LOG NO. SB-3

Page 1 of 1

PROJECT: Glenwood Springs Telecom Shelters

CLIENT: Five Nine Design Group LLC

SITE: 39.5513, -107.3300
Glenwood Springs, Colorado

GRAPHIC LOG	LOCATION See Exploration Plan		DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	SWELL (%)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	PERCENT FINES
	Latitude: 39.5513° Longitude: -107.33°										LL-PL-PI	
	Approximate Surface Elev.: 98.6 (Ft.) +/-											
	DEPTH	ELEVATION (Ft.)										
	FILL - POORLY GRADED SAND (SP) , with gravel, fine grained, dark brown											
	2.0	96.5+/-										
	SILTY SAND (SP) , with gravel, calcareous, fine to medium grained, brown, medium dense				X	15-15			6		NP	14
	4.0	94.5+/-										
	POORLY GRADED GRAVEL (GP-GM) , with silt and sand, fine to coarse grained, brown, medium dense		5		X	15-19					NP	7
	7.0	91.5+/-										
	SILTY GRAVEL (GM) , with sand, fine to coarse grained, brown, very dense				X	50/6"					21-16-5	16
	10.0	88.5+/-			X	50/5"			3	116		
	Auger Refusal encountered at 10 Feet		10									

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
4-inch diameter solid stem continuous flight power auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

Notes:

Elevation obtained using a level and assigning the top of the west edge of the manhole rim located in the southwest corner of La Quinta parking lot (39.5510, -107.3293) an elevation of 100.0 feet.

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

None encountered while drilling

Terracon
10625 W I 70 Frontage Rd N, Ste 3
Wheat Ridge, CO

Boring Started: 01-06-2020

Boring Completed: 01-06-2020

Drill Rig: CME-55

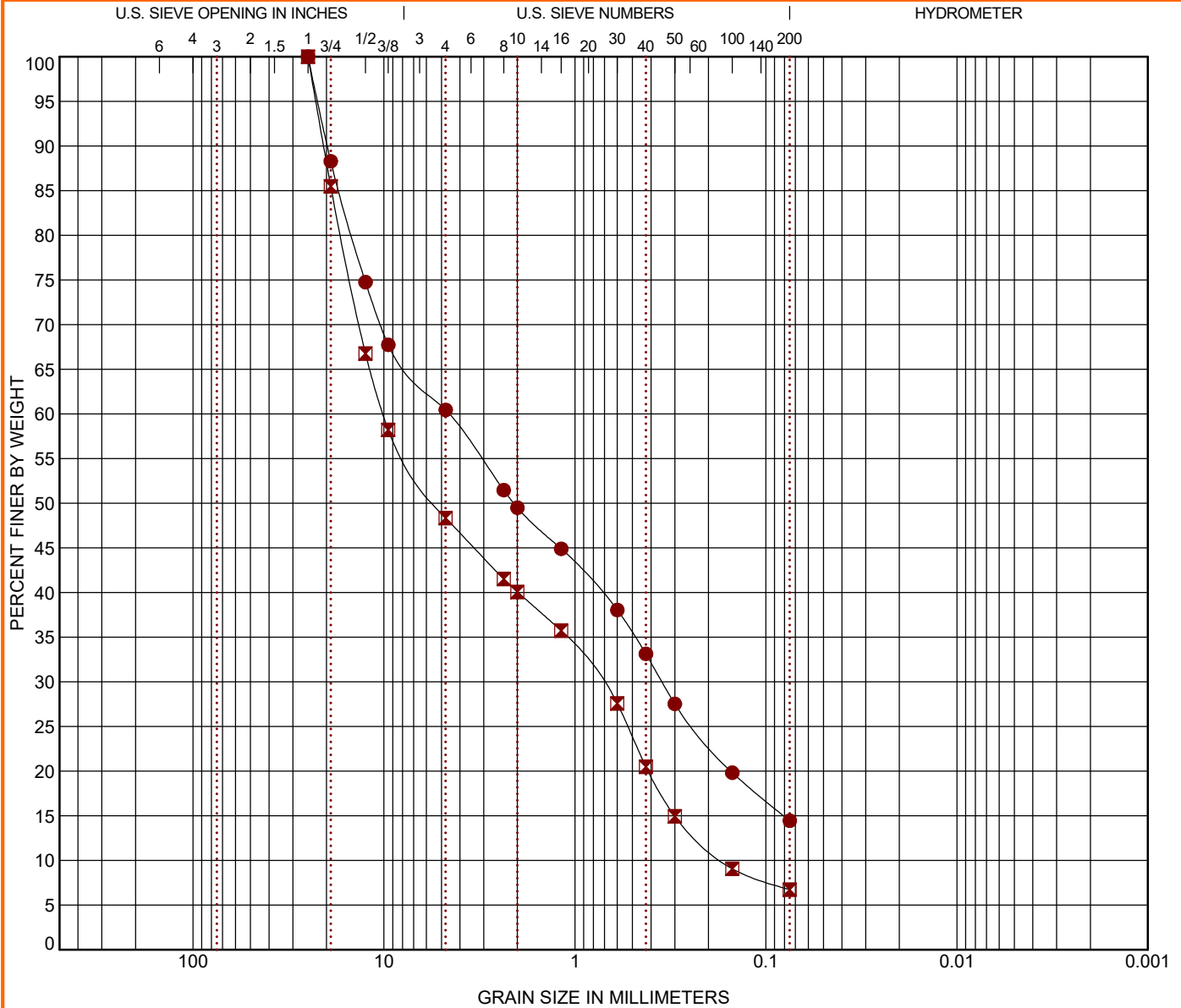
Driller: Terracon

Project No.: 25195328C

GRAIN SIZE DISTRIBUTION

ASTM D422 / ASTM C136

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GRAIN SIZE: USCS & AASHTO DESC COMBINED 25195328 GEORGETOWN TELECO.GPJ TERRACON DATATEMPLATE.GDT 1/23/20



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Boring ID	Depth	USCS Classification	AASHTO Classification	WC (%)	LL	PL	PI	Cc	Cu
● SB-3	2 - 3	SILTY SAND with GRAVEL (SM)	A-1-b (0)	6	NP	NP	NP		
■ SB-3	4 - 5	POORLY GRADED GRAVEL with SILT and SAND (GP-GM)	A-1-a (0)		NP	NP	NP	0.32	60.08

Boring ID	Depth	D ₁₀₀	D ₆₀	D ₃₀	D ₁₀	%Gravel	%Sand	%Silt	%Fines	%Clay
● SB-3	2 - 3	25	4.588	0.35		39.6	46.0		14.4	
■ SB-3	4 - 5	25	10.062	0.734	0.167	51.7	41.6		6.7	

PROJECT: Glenwood Springs Telecom Shelter	 10625 W I 70 Frontage Rd N, Ste 3 Wheat Ridge, CO	PROJECT NUMBER: 25195328C
SITE: 39.5513, -107.3300 Glenwood Springs, Colorado		CLIENT: Five Nine Design Group LLC

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Terracon Project No. 25195328C

[illegible]

Notes:

Initial Dry Density and Initial Water Content are in-situ values unless otherwise noted.

* = Partially disturbed sample

- = Compression/settlement

NV = no value

NP = non-plastic

Remarks:

- 1 Remolded Compacted density (about 95% of ASTM D698 maximum density near optimum moisture content)
- 2 Remolded Compacted density (about 95% of ASTM D1557 maximum density near optimum moisture content)
- 3 Water added to sample
- 4 Dry density and/or moisture content determined from one ring of a multi-ring sample
- 5 Minus #200 Only
- 6 Moisture-Density Relationship Test Method ASTM D698/AASHTO T99
- 7 Moisture-Density Relationship Test Method ASTM D1557/AASHTO T180

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SUPPORTING INFORMATION

Contents:

General Notes

Unified Soil Classification System

Aggregate-Surface Roadway Design Nomograph

Note: All attachments are one page unless noted above.

GENERAL NOTES

DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

SAMPLING			
	Auger	Shelby Tube	Split Spoon
			
	Rock Core	Macro Core	Modified California Ring Sampler
WATER LEVEL		Water Initially Encountered	FIELD TESTS
		Water Level After a Specified Period of Time	
		Water Level After a Specified Period of Time	
Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.			
 Grab Sample			(HP) Hand Penetrometer
 No Recovery			(T) Torvane
 Modified Dames & Moore Ring Sampler			(b/f) Standard Penetration Test (blows per foot)
			N N value
			(PID) Photo-Ionization Detector
			(OVA) Organic Vapor Analyzer

DESCRIPTIVE SOIL CLASSIFICATION

Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

LOCATION AND ELEVATION NOTES

Unless otherwise noted, Latitude and Longitude are approximately determined using a hand-held GPS device. The accuracy of such devices is variable. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

STRENGTH TERMS	RELATIVE DENSITY OF COARSE-GRAINED SOILS (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance Includes gravels, sands and silts.			CONSISTENCY OF FINE-GRAINED SOILS (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance			BEDROCK		
	Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Ring Sampler Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength, Qu, psf	Standard Penetration or N-Value Blows/Ft.	Ring Sampler Blows/Ft.	Standard Penetration or N-Value Blows/Ft.	Descriptive Term (Consistency)
	Very Loose	0 - 3	0 - 5	Very Soft	less than 500	0 - 1	< 3	< 24	Soft
	Loose	4 - 9	6 - 14	Soft	500 to 1,000	2 - 4	3 - 5	24 - 35	Firm
	Medium Dense	10 - 29	15 - 46	Medium-Stiff	1,000 to 2,000	4 - 8	6 - 10	36 - 60	Medium Hard
	Dense	30 - 50	47 - 79	Stiff	2,000 to 4,000	8 - 15	11 - 18	61 - 96	Hard
	Very Dense	> 50	≥ 80	Very Stiff	4,000 to 8,000	15 - 30	19 - 36	> 96	Very Hard
				Hard	> 8,000	> 30	> 36		

RELATIVE PROPORTIONS OF SAND AND GRAVEL

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 15
With	15 - 29
Modifier	> 30

GRAIN SIZE TERMINOLOGY

Major Component of Sample	Particle Size
Boulders	Over 12 in. (300 mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 sieve (0.075mm)

RELATIVE PROPORTIONS OF FINES

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 5
With	5 - 12
Modifier	> 12

PLASTICITY DESCRIPTION

Term	Plasticity Index
Non-plastic	0
Low	1 - 10
Medium	11 - 30
High	> 30

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A					Soil Classification	
					Group Symbol	Group Name ^B
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3$ ^E	GW	Well-graded gravel ^F	
			$Cu < 4$ and/or $[Cc < 1$ or $Cc > 3.0]$ ^E	GP	Poorly graded gravel ^F	
		Gravels with Fines: More than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}	
			Fines classify as CL or CH	GC	Clayey gravel ^{F, G, H}	
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3$ ^E	SW	Well-graded sand ^I	
			$Cu < 6$ and/or $[Cc < 1$ or $Cc > 3.0]$ ^E	SP	Poorly graded sand ^I	
		Sands with Fines: More than 12% fines ^D	Fines classify as ML or MH	SM	Silty sand ^{G, H, I}	
			Fines classify as CL or CH	SC	Clayey sand ^{G, H, I}	
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	$PI > 7$ and plots on or above “A”	CL	Lean clay ^{K, L, M}	
			$PI < 4$ or plots below “A” line ^J	ML	Silt ^{K, L, M}	
		Organic:	Liquid limit - oven dried	< 0.75	OL	Organic clay ^{K, L, M, N}
			Liquid limit - not dried			Organic silt ^{K, L, M, O}
	Silts and Clays: Liquid limit 50 or more	Inorganic:	PI plots on or above “A” line	CH	Fat clay ^{K, L, M}	
			PI plots below “A” line	MH	Elastic Silt ^{K, L, M}	
		Organic:	Liquid limit - oven dried	< 0.75	OH	Organic clay ^{K, L, M, P}
			Liquid limit - not dried			Organic silt ^{K, L, M, Q}
Highly organic soils:	Primarily organic matter, dark in color, and organic odor			PT	Peat	

^A Based on the material passing the 3-inch (75-mm) sieve.

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

$$Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

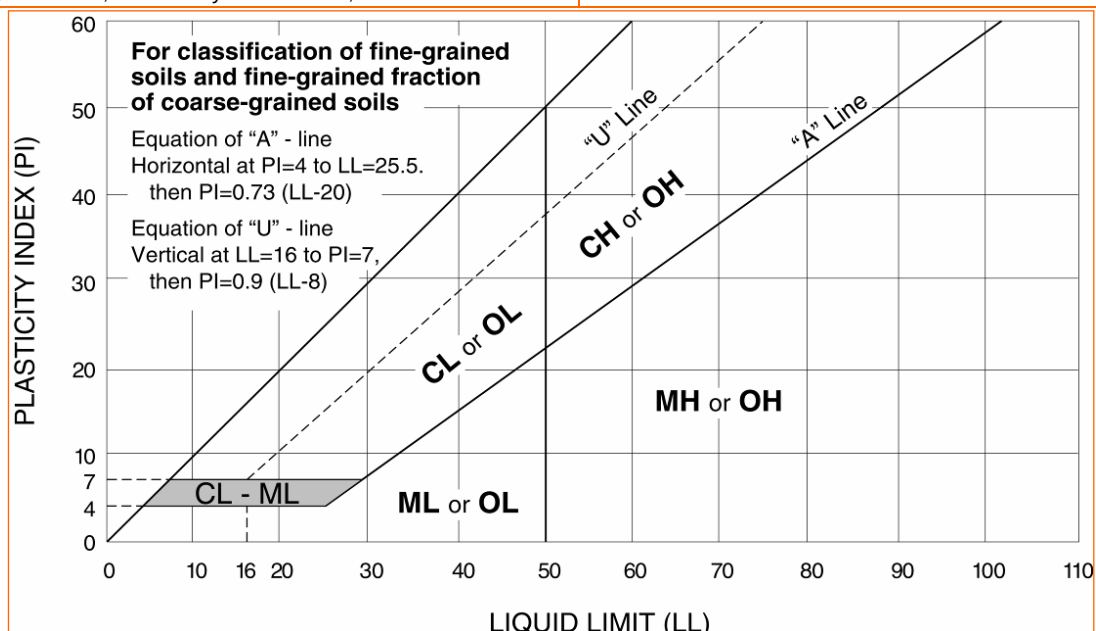
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.



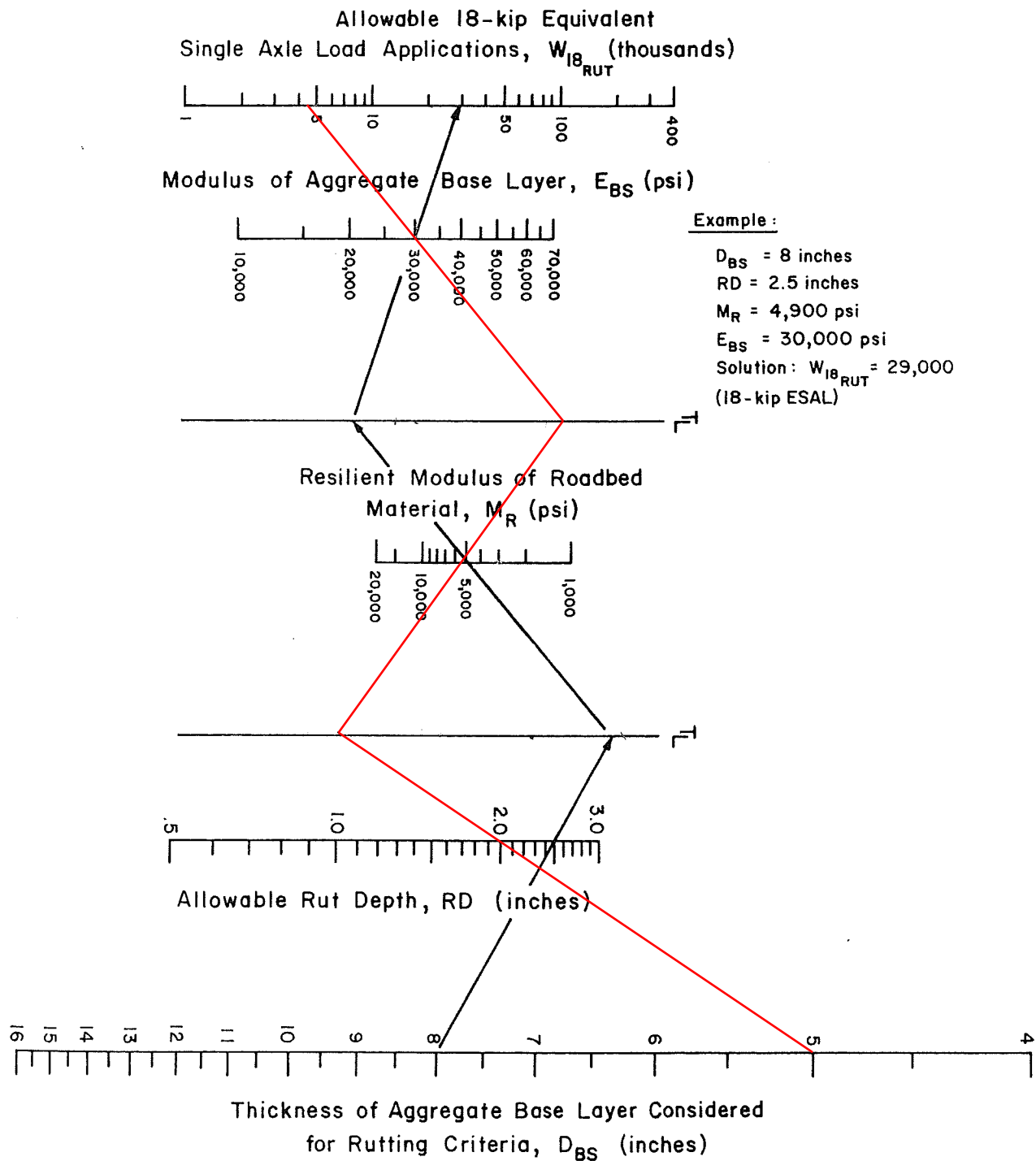


Figure 4.3. Design Chart for Aggregate-Surfaced Roads Considering Allowable Rutting

TELECOMMUNICATIONS EQUIPMENT AND HUTS GROUND LEASE AGREEMENT

THIS TELECOMMUNICATIONS EQUIPMENT AND HUTS GROUND LEASE AGREEMENT (the "Lease") is made and entered into this 11th day of October 2019 (the "Lease Date") by and between GLENWOOD SPRINGS LODGING LLC whose address is 10 E. 120th Ave., Northglenn CO 80233, ("Landlord") and ZAYO GROUP, LLC, whose address is 1805 29th Street, Suite 2050, Boulder, CO 80301 ("Tenant").

SUMMARY OF FUNDAMENTAL LEASE TERMS

This Summary of Fundamental Lease Terms is for ease of reference only. In the event of any conflict between any Fundamental Lease Terms and the remainder of this Lease, the remainder of this Lease shall in all instances be controlling.

Landlord:	Glenwood Springs Lodging LLC
Tenant:	Zayo Group, LLC
Tenant Notice Address:	1805 29th Street, Suite 2050, Boulder, CO 80301, Attn: Director of Real Estate
With Copy to:	1805 29th Street, Suite 2050, Boulder, CO 80301, Attn: General Counsel
Leased Premises Address:	Parcel adjoins 124 W. 6 th St., Glenwood Springs, CO 81601 to the Northwest
Rent Commencement:	per Section 2a.
Initial Term:	Thirty (30) years
Renewal Terms:	Two (2), five (5) Year Renewal Options
Permitted Use:	Telecommunications equipment Huts & transmission facilities, per Section 6 below
Rent:	\$18,000/year increasing by 3% per year
Rent Payment Address:	10 E. 120th Ave., Northglenn CO 80233
Landlord Notice Address:	10 E. 120th Ave., Northglenn CO 80233

COMPLETE LEASE TERMS

FOR AND IN CONSIDERATION of the rents to be paid hereunder, and of the mutual terms, provisions, covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, Landlord does hereby lease unto Tenant and Tenant lease from Landlord the Leased Premises identified hereinafter for the Term and rents identified hereinafter, and upon and subject to the other terms, conditions and provisions set forth hereinafter:

1. **Leased Premises.** The Leased Premises consists of an approximately 13,500 square foot tract of land (roughly 150 feet by 90 feet) located on the western portion of the parcel, within the Landlord property known as Garfield County Tax Parcel 218509200043 (the "Landlord Property"). The location and dimensions of the Leased Premises upon the Landlord Property is depicted more fully on Exhibit "A" attached hereto and incorporated herein.
2. **Term.**
Lease with 6 month inspection:
 - a. **Inspection Period.** For a period of six (6) months commencing with the full execution of this Lease (the "Inspection Period"), Tenant and its agents, engineers, surveyors and other representatives shall have the right to enter upon the Leased Premises to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leased Premises, to apply for and obtain all licenses and permits required for Tenant's use of the Leased Premises from all applicable governmental or regulatory entities ("Governmental Approval"), and otherwise to do those things on or off the Leased Premises that, in the reasonable opinion of Tenant, are necessary to determine the physical condition of the Leased Premises, the environmental history of the Leased Premises, Landlord's title to the Leased Premises and the feasibility or suitability of the Leased Premises for Tenant's Permitted Use, all at Tenant's expense ("Inspections"). Tenant may terminate this Lease at any time during the Inspection Period by written notice to Landlord. In the event of such termination, neither Landlord nor Tenant shall have any further obligation or liability under this Lease except as otherwise provided herein.

- b. Initial Term. The Initial Term of this Lease shall commence upon Tenant's satisfactory completion of Inspections (the "Commencement Date"). The Term of this Lease shall extend from the Commencement Date for an Initial Term of thirty (30) years thereafter (the "Initial Term") and for such successive Renewal Terms as are hereinafter granted by Landlord and exercised by Tenant.
3. Renewal Terms. Provided Tenant is not in default (past the expiration of applicable notice and cure periods) at the expiration of the Initial Term or at the expiration of the initial Renewal Term (as the case may be), Tenant shall have the right to renew the term of this Lease upon the same terms and conditions for two (2) additional successive Renewal Terms of five (5) years each (each, a "Renewal Term") by giving not less than ninety (90) days' written renewal notice to Landlord (a "Renewal Notice"). However, rent shall be paid in accordance with Exhibit B. If Tenant does not issue a Renewal Notice by the ninetieth (90th) day prior to the expiration of the Initial Term or to the expiration of the initial Renewal Term (as the case may be), then Tenant shall not be entitled to exercise the next succeeding Renewal Term and this Lease shall expire at the expiration of the Initial Term or the initial Renewal Term (as the case may be).
4. Lease Fee. In consideration of Landlord entering in to this Lease with Tenant, Tenant shall pay to Landlord a yearly fee of Eighteen Thousand Dollars (\$18,000.00), the "Lease Fee", increasing by three percent (3.00%) each year of the term. The first annual payment of the Lease Fee is due by Tenant within thirty (30) days of the Commencement Date and upon each anniversary of the Commencement Date thereafter.
5. Title and Quiet Possession. Landlord warrants and covenants to Tenant that it is vested with fee simple title to the Leased Premises, subject to all record easements, rights of way, restrictions, covenants and conditions of title and such matters as would be revealed by a current accurate survey, title examination and inspection of the Leased Premises as of the date of this Lease. So long as Tenant shall pay all rents and observe and perform all covenants and provisions hereof, Tenant shall peacefully and quietly have and enjoy possession of the Leased Premises without any encumbrance or hindrance by, from or through Landlord, except that Landlord shall have the right to enter upon the Leased Premises at any time for inspection purposes so long as such entry shall in no way disrupt or interfere with the operation of the Equipment. Landlord shall give Tenant reasonable prior notice of any proposed inspection that will include the interior of the Huts in order that a representative of Tenant may accompany Landlord, except in case of an emergency, in which case no prior notice to Tenant shall be required.
6. Use and Condition of Leased Premises. Tenant accepts the Leased Premises in its AS IS – WHERE IS condition. The Leased Premises shall be used for the sole purpose of (a) installation, operation, maintenance, repair, and/or replacement of telecommunications equipment and transmissions facilities (the "Equipment") upon or within a modular facility, or multiple facilities, (the "Huts") to be installed by Tenant upon the Leased Premises in connection with Tenant's operation of a fiber optic telecommunications system, and (b) for the storage of tools, parts, replacement Equipment, fiber reels, and other telecommunications related equipment.
7. Ownership of Huts and Equipment. The Huts and the Equipment are and shall be Tenant's sole property and shall be removed by Tenant from the Leased Premises within thirty (30) days after the effective date of the expiration or earlier termination of this Lease.
8. Permit Notifications. In conjunction with Tenant's commencement of any permit application submittals for the Huts and/or Equipment, Tenant shall submit to Landlord such information as Landlord shall request, including without limitation proposed Huts and Equipment location, size, elevations, dimensions, height, materials, colors, exterior appearance, and telecommunications system routing. Furthermore, in the event that Tenant shall elect at any time during the Term to replace or modify the Huts and/or all or any of the Equipment in any material respect, Tenant shall submit to Landlord, prior to Tenant's commencement of any permit application submittals for the replacement or modification of the Huts and/or the Equipment, such information as Landlord shall request with respect thereto, including without limitation proposed Huts and/or Equipment replacements, modifications, location, size, elevations, dimensions, height, materials, colors, exterior appearance, and electrical service routing.

9. Permitting. Tenant, at its cost, shall apply for all governmental permits necessary for the construction, installation, and operation of the Huts and the Equipment. Landlord shall reasonably cooperate in all Tenant applications for permits for the construction, installation, and operation of the Huts and the Equipment, so long as Landlord shall incur no liability or cost thereby.
10. Access. The Leased Premises shall include a non-exclusive appurtenant leasehold right and license for purposes of (a) vehicular and pedestrian access to and from the Leased Premises, (b) furnishing electrical power and back-up power systems to the Leased Premises, and (c) installing diverse fiber optic conduit points of entry (which shall consist of up to eight (8) four (4") inch optic conduits at each of two (2) points of entry) from the nearest public right-of-way to and from the Leased Premises, all to be at such locations over, under, upon and across such portions of the Landlord Property as Landlord shall designate from time to time. Tenant shall have unrestricted access to the Leased Premises.
11. Electrical Service. Tenant shall arrange at its sole cost and expense for all electrical power service to the Huts and the Equipment to be separately installed and metered in Tenant's name alone, subject to the right of Landlord to approve, in its reasonable discretion, the location and manner of such installation.
12. Equipment Installation. Landlord grants to Tenant the right to enter upon the Landlord Property for the purposes of installing and erecting the Huts and the Equipment on the Leased Premises, so long as such entry, installation and/or erection shall not unreasonably interfere with (a) the conduct of Landlord's business upon the Landlord Property, and (b) access to the Landlord Property. The erection and installation of the Huts and the Equipment upon the Leased Premises shall be carried out in a good and workmanlike manner, in compliance with all normal and customary safety precautions, and with a duly secured work site. Any general contractor hired by Tenant to erect or install the Huts and/or the Equipment shall carry public liability insurance coverage with an insurance company reasonably acceptable to Landlord, in One Million and no/100 (\$1,000,000.00) Dollars single limits coverage. In the event that any mechanic's lien or similar lien is filed against or attaches to the installation, erection, servicing, maintenance or operation of the Huts and/or the Equipment upon the Landlord Property, Tenant shall bond or secure the record discharge of such lien from the Landlord Property within thirty (30) days after the filing or attachment of such lien to the Landlord Property. To the extent that any construction, installation or erection of the Huts and/or the Equipment entails trenching or any other physical damage or disturbance to any improvements and/or landscaped areas upon any portion of the Landlord Property, Tenant shall promptly repair or restore such damaged or disturbed improvements and/or landscaped areas to a condition comparable or superior to that existing immediately prior to such damage or destruction.
13. Maintenance. Tenant shall at all times maintain the Huts, the Equipment and the Leased Premises in a first class appearance, in good and clean condition and repair, in accordance and compliance with all applicable laws and regulations applicable to Tenant's particular manner of use of the Leased Premises, with all applicable permits and governmental approvals, and with all requirements of this Lease. All maintenance of the Huts and the Equipment upon the Leased Premises shall be carried out in a good and workmanlike manner, in compliance with all normal and customary safety precautions, and with a duly secured work site. Notwithstanding the foregoing to the contrary, at Tenant's sole cost and expense, Landlord shall perform general landscaping to maintain the appearance of the Lease premises, in a good and clean condition similar as to the Landlord's surrounding property ("Landscaping Services"). For such Landscaping Services, Landlord shall invoice the Tenant, at cost, and Tenant shall remit payment to Landlord net thirty (30) days upon receipt of invoice.
14. Early Termination. Tenant shall have the right at any time to terminate this Lease, provided Tenant sends to Landlord written notice of Tenant's intent to terminate ("Early Termination Notice"). Upon receipt of Tenant's Early Termination Notice, Tenant shall not be entitled to any reimbursement of the Lease Fee already paid.
15. Relocation. During the term of this Lease, Landlord shall not relocate Tenant.

16. Tenant Holdover. Should Tenant hold over the Leased Premises after the expiration or termination of the Term of this Lease, unless otherwise agreed in writing, such holding over shall constitute a tenancy from month to month only, subject to the terms hereof and to the payment of monthly rent at the rate of 150% of the rent defined as the Fair Market Value of comparable manner of Tenant's use.
17. Condition at Surrender. At the expiration or other termination of this Lease, Tenant agrees to surrender and deliver up the Leased Premises in good, clean and attractive condition, comparable or superior to the condition of the Leased Premises as of the Lease Date and coordinated with the immediately surrounding Landlord Property, normal wear and tear and damage by the elements excepted. Tenant at its sole cost shall remove the Huts and the Equipment, any base or foundation of the Huts and the Equipment, and all of Tenant's tools, parts and replacement Equipment from the Leased Premises at or prior to surrender of the Leased Premises to Landlord. Tenant at its sole cost shall repair and restore all damage to the Leased Premises and the Landlord Property occasioned by Tenant's removal of the Huts, the Equipment, the Huts and Equipment base or foundation, and all of Tenant's tools, parts, and replacement Equipment from the Leased Premises. Should Tenant fail to remove the Huts, the Equipment, the Huts and Equipment base or foundation, and all of Tenant's tools, parts and replacement Equipment from the Leased Premises at or prior to delivery of the Leased Premises back to Landlord, Landlord at its sole option, may in addition to any other rights or remedies available to Landlord hereunder, or law, or in equity, compel the removal of the Huts, the Equipment, the Huts and Equipment base or foundation, and all of Tenant's tools, parts and replacement Equipment from the Leased Premises at Tenant's sole cost by specific performance.
18. Indemnification. Tenant agrees to and shall indemnify and hold Landlord harmless from and against any and all liabilities, judgments, demands, causes of action, claims, losses, damages, costs and/or expenses, including reasonable attorneys' fees, to person or property arising out of or resulting from any negligence of the Tenant or its agents, employees, or workmen in the design, construction, installation, erection, operation, maintenance, servicing, repair or removal of the Huts or the Equipment. In the event that any action or proceeding is brought against Landlord for which Tenant is obligated to indemnify or defend Landlord pursuant to this Section, Tenant, upon notice from Landlord, shall defend such action or proceeding by counsel reasonably acceptable to Landlord.
19. Insurance. Tenant shall procure and maintain throughout the Term of this Lease at its sole cost and expense and, as applicable, shall compel its general contractor and any major subcontractors to procure and maintain throughout the course of any construction, installation, erection, servicing, maintenance, repair or removal of the Huts and/or the Equipment during the Term of this Lease, at the sole cost and expense of Tenant or such general contractor or material subcontractor, the following insurance coverages:
 - a. Tenant Insurance: Tenant at its sole cost and expense shall procure and maintain throughout the Term of this Lease (1) workmen's compensation insurance in such amount(s) as shall comply with all state statutorily mandated coverages required under applicable law, (2) employer's liability insurance in such minimum amounts as Landlord shall from time to time specify in writing to Tenant, but in no event less than Five Hundred Thousand and no/100 (\$500,000.00) Dollars, and (3) comprehensive general liability and property damage insurance for personal/bodily injury, death, and property damage liability (including completed operations and contractual liability) in such minimum amounts as Landlord shall from time to time specify in writing to Tenant, but in no event less than One Million and no/100 (\$1,000,000.00) Dollars combined single limits, on an occurrence basis, insuring against all liability of Tenant, its employees, agents and contractors with respect to the Leased Premises, arising out of or resulting from the Huts, the Equipment and/or Tenant's activities upon the Leased Premises, including without limitation (a) the construction, installation, erection, use, operation, servicing, maintenance, repair, or removal of the Huts and/or the Equipment, or (b) any negligent or intentional act or omission by Tenant or its agents, employees, or workmen, or any violation of this Lease or of any laws, ordinances, governmental regulations, permits or governmental approvals by Tenant, or (c) the performance by Tenant of all indemnification obligations set forth in Section 18 of this Lease. Tenant shall also have the right to maintain for its sole benefit such "all risk" property insurance as it shall deem appropriate with respect to the Huts and/or the Equipment.

- b. Contractor and Subcontractor Insurance. Tenant shall compel its general contractor and any major subcontractor to procure and maintain at the sole cost of Tenant or such general contractor or material subcontractor throughout the course of any construction, installation, erection, servicing, maintenance, repair or removal of the Huts and/or the Equipment during the Term of this Lease: (1) workmen's compensation insurance in such amount(s) as shall comply with all state statutorily mandated coverages required under applicable law, (2) employer's liability insurance in such minimum amounts as Landlord shall from time to time specify in writing to Tenant, but in no event less than Five Hundred Thousand and no/100 (\$500,000.00) Dollars, and (3) comprehensive general liability and property damage insurance for personal/bodily injury, death, and property damage liability (including completed operations and contractual liability) in such minimum amounts as Landlord shall from time to time specify in writing to Tenant, but in no event less than One Million and no/100 (\$1,000,000.00) Dollars combined single limits, on an occurrence basis, insuring against all liability of such general contractor or material subcontractor, its employees, agents and contractors with respect to the Leased Premises, arising out of or resulting from the Huts, the Equipment and/or such general contractor's or any material subcontractor's activities upon the Leased Premises, including without limitation (a) the construction, installation, erection, servicing, maintenance, repair, or removal of the Huts and/or the Equipment, or (b) any negligent or intentional act or omission by such general contractor, material subcontractor, or its or their agents, employees, or workmen, or any violation of this Lease or of any laws, ordinances, governmental regulations, permits or governmental approvals by such general contractor, material subcontractor, or its or their agents, employees, or workmen. Tenant shall also have the right to require such general contractor or subcontractor(s) to maintain for Tenant's sole benefit such "all risk" and/or "builder's risk property insurance coverage as Tenant shall deem appropriate with respect to the Huts and/or the Equipment.
- c. General Provisions. All insurance policies required to be issued pursuant to this Section 19 shall be written by an insurance company licensed to write insurance business in the jurisdiction in which the Leased Premises is located and which shall have an A.M. Best's insurance reports financial capability rating of A or better and a financial size rating of Class VIII or better. Such policies shall each name Landlord as additional insureds, shall provide that the same shall not be canceled or materially modified except upon not less than thirty (30) days' prior written notice to Landlord, and shall contain such other terms and deductibles as shall be reasonably acceptable to Landlord. Tenant, its general contractor, and/or any material subcontractors shall furnish Landlord upon request from time to time with certificates from its/their insurers showing that such insurance is in effect. In the event Tenant, its general contractor, or any material subcontractor fails to timely procure or renew any insurance required hereunder, or should such insurance fail to comply with any of the terms required hereunder, Landlord, at its sole option, shall have the right to procure such insurance coverage or renewal, with all cost and expenses thereof to be payable by Tenant to Landlord as additional rent upon demand.
- d. Certificates of Insurance and Renewals. All insurance certificates and renewals shall be sent to Landlord at the Landlord Notice Address above.
20. Assignability. This Lease is assignable by Landlord and shall inure to the benefit of and shall be binding upon the Landlord's successors and assigns. Tenant shall not have the right to assign this Lease without the prior written consent of Landlord in its sole discretion, which consent shall not be unreasonably withheld, delayed or conditioned, nor shall Tenant have any right to grant any security interests, liens or encumbrances whatsoever upon the Huts, the Equipment, or upon Tenant's interests in this Lease or the Leased Premises without the prior written consent of Landlord in its sole discretion, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Tenant shall have the right to assign this Lease without Landlord's prior written consent to (i) any entity controlled, controlling or under common control with Tenant, (ii) a purchaser of all or substantially all of the assets of Tenant, or (iii) any entity into which Tenant is merged or consolidated.
21. Subleases. Tenant shall have the right to sublease all or any portion of the Leased Premises, the Huts, and/or any portion of the Equipment for any purpose whatsoever without the prior written consent of, but with prior

written notice to, Landlord. Tenant shall remain fully and unconditionally liable to Landlord under this Lease, notwithstanding any sublease of all or any portion of the Leased Premises, the Huts, and/or any portion of the Equipment.

22. Eminent Domain. Landlord and Tenant shall each give immediate written notice to the other party of its receipt of any notification of the exercise of the power of eminent domain that affects the Leased Premises. In the event the Leased Premises, or any portion of the Landlord Property that may encompass the Leased Premises, is condemned or taken as a result of the exercise of the power of eminent domain by any governmental entity having jurisdiction thereof, this Lease shall terminate as of the effective date of such condemnation or taking, and Tenant at its sole cost shall remove the Huts and the Equipment from the Leased Premises. In such event, Landlord alone shall be entitled to all compensation from the condemning authority attributable to the real property that may encompass the Leased Premises; provided only that Tenant shall be entitled to seek separate compensation from the condemning authority (to the extent allowable by law) for any residual value of the Huts and/or the Equipment and for any compensable loss of revenues therefrom.
23. Fire and Casualty. In the event that the Huts and/or any Equipment is partially or wholly damaged or destroyed by fire or any other casualty, Tenant shall promptly restore, rebuild, replace, or repair the Huts and the Equipment substantially to the condition that existed prior to such event. Notwithstanding the foregoing, in the event that the Huts and/or the Equipment is partially or wholly damaged or destroyed by fire or any other casualty during the final Lease Year of the Initial Term, the initial Renewal Term, or the final Renewal Term of this Lease, or if applicable law will not permit the restoration, repair, reconstruction or replacement of the Huts or the Equipment, then and in any such event, Tenant may elect to terminate this Lease without being obligated to reconstruct, restore, replace, or repair the Huts and the Equipment. If Tenant has the right to and elects to terminate the Lease, Tenant shall give Landlord written notice of such election not later than sixty (60) days after the date of the damage or destruction. Failure to give such notice within said sixty (60) day period shall be deemed to be a waiver by Tenant of its right to terminate this Lease, and in such event Tenant shall be obligated to rebuild, restore, reconstruct or repair the Huts and the Equipment as hereinabove provided. In the event such termination notice is timely given, this Lease shall terminate thirty (30) days after the date upon which such notice is delivered to Landlord, and all rents due or paid hereunder shall be prorated to the termination date; provided that Tenant shall remain responsible at its sole cost for removing the Huts, the Equipment, the Huts and Equipment foundation or base, and all rubble and debris caused by or resulting from such damage and destruction, and that Tenant shall cause the Leased Premises to be restored to a neat, clean, and attractive condition comparable or superior to the condition of the Leased Premises as of the Lease Date and coordinated with the immediately surrounding Landlord Property, normal wear and tear and damage by the elements excepted.
24. Taxes. Tenant shall pay all property taxes and assessments that may become due upon or with respect to the Huts and the Equipment. Landlord shall be responsible for the payment of all property taxes and assessments attributable to the underlying land that comprises the Leased Premises.
25. Compliance with Law. Tenant shall construct, install, erect, operate, service, maintain, and repair the Huts and the Equipment in full compliance with all applicable laws, ordinances, regulations, and governmental rules and regulations, together with all recorded covenants, restrictions and easements. In the event that Tenant shall be unable to obtain all necessary governmental permits, consents and approvals to enable Tenant to complete the initial construction, erection, installation, maintenance and operation of the Huts and the Equipment, then Tenant shall have the right to terminate this Lease without further liability to Landlord upon written notice of termination to Landlord prior to the end of the Inspection Period.
26. Notices. Except as expressly provided otherwise herein, all notices, requests, demands and other communications allowed, made or required to be made pursuant to the terms of this Lease shall be in writing and shall be deemed to be given or made when personally delivered (including personal delivery by Federal Express or other nationally recognized overnight private courier service) or three (3) business days after being deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, or the next business day when given by fax or email to such fax and email addresses that may be furnished by one party to the other in writing for such purposes (provided that any fax or email delivery shall be followed within one business day thereafter by one or the other permitted means of physical delivery).

Notices required or permitted hereunder shall be addressed in any such event to the party to whom such communication is directed at the Notice address as is set forth herein for such party or at such other address as may hereafter be designated in writing by either party hereto.

27. Governing Law; Consent to Jurisdiction. The parties agree that this Lease shall be governed and construed in accordance with the laws of the State in which the Landlord Property is located. Tenant, by its execution hereof, agrees that any action or proceeding which Landlord may initiate with respect to this Lease shall, at Landlord's sole option, be brought in and subject to the jurisdiction of any state or federal court of competent jurisdiction of the State in which the Landlord Property is located, to which jurisdiction Tenant, by its execution hereof, hereby irrevocably consents. Tenant irrevocably waives any objection, including without limitation any objection to the laying of venue based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions. Nothing herein shall affect the right of Landlord to serve process in any manner permitted by law.
28. Severability. Landlord and Tenant agree that each paragraph of this Lease is severable from the remainder. If any portion of this Lease shall be void or unenforceable, the remainder of the Lease shall continue in full force and effect to the extent allowable by law.
29. Environmental Compliance. Tenant and its contractors, agents or employees shall (i) not store, handle, dispose of, or release at, upon or beneath the Landlord Property, including the Leased Premises, any substances or materials defined as "Hazardous Materials" under any applicable governmental laws, rules or regulations, (ii) comply with all governmental laws, rules and regulations regarding environmental protection, (iii) keep the Landlord Property, including the Leased Premises, free and clear of any liens imposed pursuant to any applicable governmental laws, rules and regulations respecting environmental protection resulting from any Hazardous Materials brought on the Landlord Property by Tenant, and (iv) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove any Hazardous Materials on, from or affecting the Leased Premises resulting from any Hazardous Materials brought on the Landlord Property by Tenant. Tenant shall indemnify, defend and hold harmless Landlord from and against all liens, claims, damages, actions, causes of action, losses, damages, liabilities, costs, and expenses whatsoever, including without limitation, penalties and reasonable attorneys' fees, incurred or suffered by or asserted against the Landlord, for, with respect to, or as a direct or indirect result of the presence on or under, or the discharge or release upon, from or onto the Leased Premises of any Hazardous Materials, to the extent caused by Tenant. Notwithstanding the foregoing, however, Tenant shall have no liabilities or obligations whatsoever with respect to any Hazardous Materials that existed in, on, under or about the Leased Premises prior to Tenant's entry thereupon.
30. Default. The occurrence of any of the following events shall constitute an event of default under this Lease: (a) the failure of Tenant to pay when due any installment of rent or additional rent within five (5) days of the due date thereof, and such failure is not cured within five (5) business days following written notice thereof from Landlord to Tenant, or (b) the failure of Tenant to fulfill any other term, covenant, condition, requirement or provision of this Lease within thirty (30) days following written notice of such failure to Tenant.
31. Remedies. In the event of any default on the part of Tenant under this Lease, after expiration of any applicable notice and cure periods, Landlord may, without further notice to Tenant, exercise any of the rights and remedies available to Landlord hereunder, at law, or in equity. The remedies available to Landlord are cumulative, and the exercise of any one remedy shall not preclude Landlord from exercising any other remedy available hereunder. Landlord's rights and remedies shall include without limitation the following: (a) without terminating this Lease or Tenant's right of possession hereunder, Landlord may recover any damages or delinquent rent payments due hereunder, in separate actions, from time to time or in a single proceeding deferred until the expiration of the Term of this Lease then in effect; (b) Landlord may terminate this Lease by written notice to Tenant, whereupon this Lease shall end and all rights of Tenant hereunder shall expire and terminate; provided, however, that Tenant shall remain liable to Landlord for all payment and performance hereunder, but shall immediately surrender possession of the Leased Premises to Landlord and remove the Huts, the Equipment, any base or foundation of the Huts and the Equipment, and all of Tenant's tools, parts and replacement Equipment from the Leased Premises, and Landlord may re-enter and re-possess

the Leased Premises and remove all persons and property therefrom by summary proceeding, ejectment, or other appropriate action available at law, and/or (c) Landlord may terminate Tenant's right of possession (without terminating this Lease unless such termination is effected by operation of law), and may, in accordance with applicable law, enter upon and take possession of the Leased Premises and expel or remove Tenant therefrom, without being liable for prosecution or any claim for any damages or liability therefor, and may re-let the Leased Premises, without notice to Tenant, for such rents and such use, and for such period of time and subject to such terms and conditions as Landlord, in its reasonable discretion, may deem advisable. All rent received by Landlord from any re-letting shall be applied first, to the payment of any reasonable costs and expenses of such re-letting, including brokerage fees, reasonable attorneys' fees, costs of removing the Huts and the Equipment, and costs of alterations and repairs; second, to the payment of past due and unpaid rent hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Tenant agrees to pay Landlord, on demand, any deficiency that may arise by reason of such re-letting.

32. Attorneys' Fees and Costs. Should either party bring an action pertaining to this Lease against the other party, whether at law, in equity, or by arbitration, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, investigation costs, fees of experts, re-leasing and brokerage fees, and other reasonable legal fees and court costs incurred by the prevailing party in such action.

33. Subordination and Attornment. This Lease is and will be subject and subordinate in all respects to any ground lease, mortgage or deed of trust now or later encumbering the Premises, and to all their renewals, modifications, supplements, consolidations and replacements (an "Encumbrance"). While such subordination shall be self-operative and shall occur automatically, Tenant agrees, upon request by and without cost to Landlord or any successor in interest, to execute and deliver to Landlord or the holder of an Encumbrance such instrument(s) as may be reasonably required by Landlord or such successor in interest to evidence such subordination, within ten (10) days after request by Landlord. In the alternative, however, the holder of an Encumbrance may unilaterally elect to subordinate such Encumbrance to this Lease. Landlord agrees to request from the holder of any Encumbrance, a nondisturbance agreement in such party's customary form; provided, however that the failure of such party to deliver a nondisturbance agreement following such request shall not be a breach of this Lease or entitle Tenant to any remedies against Landlord. If the interest of Landlord is transferred to any person (a "Successor Landlord") by reason of the termination or foreclosure, or proceedings for enforcement, of an Encumbrance, or by delivery of a deed in lieu of such foreclosure or proceedings, then, at the option and upon the demand of the Successor Landlord, Tenant will immediately and automatically attorn to the Successor Landlord. Upon attornment this Lease will continue in full force and effect as a direct lease between the Successor Landlord and Tenant, upon all of the same terms, conditions and covenants as stated in this Lease except that a Successor Landlord shall not be (a) liable for any previous act or omission or negligence of Landlord under this Lease, (b) subject to any counterclaim, defense or offset not expressly provided for in this Lease and asserted with reasonable promptness, which therefore shall have accrued to Tenant against Landlord, (c) bound by an previous modification or amendment of this Lease or by any previous prepayment of more than one month's rent, unless such modification or prepayment shall have been approved in writing by the holder of any Encumbrance through or by reason of which the Successor Landlord shall have succeeded to the rights of Landlord under this Lease or (d) obligated to perform any repairs or other work beyond Landlord's obligations under this Lease. Tenant agrees, upon request by and without cost to the Successor Landlord, to promptly execute and deliver to the Successor Landlord such instrument(s) as may be reasonably required by Successor Landlord to evidence such attornment. In the event that the holder of any first mortgage encumbering the Leased Premises shall succeed to the interest of Landlord by reason of the enforcement of such Encumbrance, then, at the request of the holder of such Encumbrance, Tenant shall enter into a new lease with such Encumbrance holder for the balance of the Term on all of the same terms and conditions as are set forth in this Lease.

34. Agency Disclosure.

(a) Landlord's Broker. Landlord has not entered into any agreement with, or otherwise had any dealings with, any broker or agent in connection with the negotiation, procurement or execution of this Lease which could form the basis of any claim by any such broker or agent for a brokerage fee or commission,

finder's fee or any compensation of any kind or nature payable by Landlord in connection herewith, and, except as to commissions, finder's fees or other compensation to any brokers or agents described in section (b) below, Landlord shall, and hereby agrees to, indemnify, defend and hold Tenant harmless from all costs (including, but not limited to, court costs, investigation costs and attorneys' fees), expenses or liability for commissions or other compensation claimed by any broker or agent with respect to this Lease which arise out of any agreement or dealings, or alleged agreement or dealings, between Landlord and any such agent or broker other than Landlord's Broker.

(b) Tenant's Broker. Tenant hereby represents and warrants to Landlord that Tenant has not been represented by any broker or agent in connection with the negotiation, procurement or execution of this Lease, other than Onsight Energy Consulting, LLC (the "Brokers") in connection with the consummation of this Lease, which could form the basis of any claim by any such broker or agent for a brokerage fee or commission, finder's fee or any compensation of any kind or nature payable by either Landlord or Tenant in connection herewith, and Tenant shall, and hereby agrees to, indemnify, defend and hold Landlord harmless from all costs (including, but not limited to, court costs, investigation costs and attorneys' fees), expenses or liability for commissions or other compensation claimed by any broker or agent, other than the Brokers, with respect to this Lease which arise out of any agreement or dealings, or alleged agreement or dealings, between Tenant and any such agent or broker.

(c) Survival. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

35. Entire Agreement. The parties agree that there are no prior or contemporaneous agreements with respect to the subject matter of this Lease. This Lease, and the leasehold rights contained herein, run with the Landlord Property for the duration of the Term of this Lease. Tenant may record a Memorandum of this Lease containing such terms as shall be reasonably acceptable to Landlord, which Landlord hereby agrees to sign at Tenant's request. This Lease embodies the entire agreement between the parties and may not be modified in any respect, except in writing, signed by the parties hereto.

36. Waiver of Consequential Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY CIRCUMSTANCES TO THE OTHER PARTY FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR OTHER SIMILAR DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, BY STATUTE, IN TORT OR CONTRACT.

IN WITNESS WHEREOF, the parties have hereunto executed these presents the day and year first above written.

Dated this ____ day of _____, 20____.

LANDLORD:

Glenwood Springs Lodging LLC

By: _____

Title: _____

November 6, 2019
Dated this ____ day of _____, 20____.

TENANT:

Zayo Group, LLC

DocuSigned by:
By: Dennis Kyle
FD7A7DF988454A7...

Title: SVP Zayo Networks Mountain Region

Exhibit A

To be attached separately and made apart thereof

Leased area shown in yellow – approximately 150 ft x 90 ft



Exhibit B

**Payment Schedule
Fiber Huts**

Initial Term: Commencement Date - _____

1st Renewal Term notice date: _____

1st Renewal Term: _____

2nd Renewal Term notice date: _____

2nd Renewal Term: _____

Note A: If at the end of the Initial Term, the Tenant exercises its right to renew the Lease for the first Renewal Term, then the renewal rent shall be the Fair Market Rental Value ("FMV"), for comparable space in comparable land in the local market. FMV shall take into account the following (a) the space is in "as-is" condition, excluding any improvements Tenant has paid for, and (b) there is no break in the rent stream for lease-up time, construction time, free rent, or other lease procurement costs. If FMV is not mutually agreed upon by Tenant and Landlord within a 4 month period, FMV shall be determined by an arbitration process, under which an impartial arbitrator shall choose the determination of either the Landlord's or the Tenant's appraiser/broker as closest to FMV.

Note B: If Tenant has exercised its right to renew its first Renewal Term, and at the end of the first Renewal Term, the Tenant exercises its right to renew the Lease for a second Renewal Term, then the renewal rent shall be the Fair Market Rental Value ("FMV"), for comparable space in comparable land in the local market. FMV shall take into account the following (a) the space is in "as-is" condition, excluding any improvements Tenant has paid for, and (b) there is no break in the rent stream for lease-up time, construction time, free rent, or other lease procurement costs. If FMV is not mutually agreed upon by Tenant and Landlord within a 4 month period, FMV shall be determined by an arbitration process, under which an impartial arbitrator shall choose the determination of either the Landlord's or the Tenant's appraiser/broker as closest to FMV.

When recorded return to:

Glenwood Springs Lodging LLC
c/o Colorado Hospitality Services, Inc.
10 E. 120th Avenue
Northglenn, Colorado 80233
Attn: Bruce Rahmani

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED ("**Deed**") evidences a conveyance by **HOSPITALITY RECEIVER, LLC**, solely in its capacity as the court appointed receiver for **GLENWOOD HOSPITALITY, INC.**, a Colorado corporation, pursuant to that certain Order Appointing Receiver entered September 27, 2011, in the United States District Court for the District of Colorado, Civil Action File No. 11-CV-02386-MSK-KLM, as amended or modified from time to time ("**Grantor**"), to **GLENWOOD SPRINGS LODGING LLC**, a Colorado limited liability company ("**Grantee**"), whose address is 10 E. 120th Avenue, Northglenn, Colorado 80233.

Grantor, for and in consideration of the sum of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, the real property located in Garfield, Colorado (the "**County**"), which is described on **Exhibit A** attached to this Deed (the "**Property**"), together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the Property, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Property, with the appurtenances unto Grantee, its successors and assigns forever. And Grantor, for itself, its successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the Property and appurtenances and the title to it in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming or to claim the whole or any part thereof by, through, or under Grantor, except for the lien of taxes and assessments for the current year and all subsequent years and the matters shown on **Exhibit B** attached to this Deed.

[SIGNATURE PAGE FOLLOWS]

US2008 5126455 2
GLENWOOD SPRINGS

GRANTOR:

Dated: As of December 3, 2013

HOSPITALITY RECEIVER, LLC, solely in its capacity as the court appointed receiver for **GLENWOOD HOSPITALITY, INC.**, a Colorado corporation, pursuant to that certain Order Appointing Receiver entered September 27, 2011, in the United States District Court for the District of Colorado, Civil Action File No. 11-CV-02386-MSK-KLM

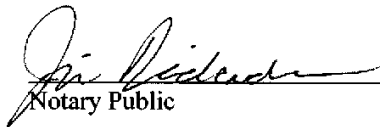
By:


Name: John D. Bailey
Title: Executive Vice President

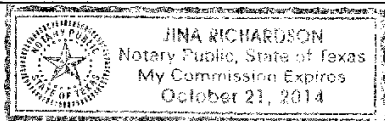
STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 22 day of November, 2013, by John D. Bailey, as Executive Vice President of **HOSPITALITY RECEIVER, LLC**, solely in its capacity as the court appointed receiver for **GLENWOOD HOSPITALITY, INC.**, a Colorado corporation, pursuant to that certain Order Appointing Receiver entered September 27, 2011, in the United States District Court for the District of Colorado, Civil Action File No. 11-CV-02386-MSK-KLM.

Witness my hand and official seal.


Notary Public

My commission expires:



[Grantor's Signature Page to Glenwood Springs Deed]

US2008 5126455 2

CONSENTED TO BY:

Dated: As of November 26 2013

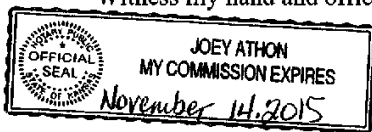
GLENWOOD HOSPITALITY, INC.,
a Colorado corporation

By: [Signature]
Name: W.A. Colin Noble
Title: Secretary

STATE OF Kansas)
) ss.
COUNTY OF Riley)

The foregoing instrument was acknowledged before me this 26th day of November, 2013, by W.A. Colin Noble, the Secretary of **GLENWOOD HOSPITALITY, INC.**, a Colorado corporation.

Witness my hand and official seal.



[Signature]
Notary Public

My commission expires:

November 14, 2015

[Signature Page to Glenwood Springs Deed]

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Two Parcels of land located in Section 9, Township 6 South, Range 89 West of the 6th P.M., City of Glenwood Springs, Garfield County, Colorado and being more particularly described as follows:

PARCEL A

Parcel C of Village Plaza Subdivision, Plat recorded as Reception No. 385376.

PARCEL B

A parcel of land as shown on a Lot Line Adjustment Plat, recorded at Reception No. 625164, Garfield County records, in the City of Glenwood Springs, Garfield County, Colorado, being more particularly described as follows:

Beginning at a point on the Northerly line of said Parcel C, Village Plaza Subdivision;
Thence along said Northerly line N88°28'00"W 183.35 feet to a point on the Easterly line of Interstate Highway 70;
Thence along the Easterly line of said Interstate Highway 70 the following two (2) courses:
N49°15'53"W 62.27 feet;
N43°23'00"W 85.66 feet;
Thence departing said Easterly line of Interstate Highway 70 and along the southerly line of a parcel of land labeled "Bighorn Motors" as shown on said Lot Line Adjustment Plat S88°27'57"E 291.79 feet;
Thence departing said Southerly line and along the Westerly line of a parcel of land recorded at Reception Nos. 409816 and 571669, S01°22'00"W 100.00 feet to the point of beginning

COUNTY OF GARFIELD
STATE OF COLORADO

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All taxes and assessments, general and special, for the year 2013 and subsequent years not yet due and payable.
2. Zoning ordinances affecting the Property.
3. All matters that would be disclosed by a current and accurate survey and inspection of the Property.
4. The rights of parties in possession under existing leases or new leases.
5. Terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded February 22, 1977 in Book 493 at Page 659 at Reception No. 276951.
6. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of The Inn at Glenwood recorded December 16, 1983 at Reception No. 348246.
7. Terms, conditions, provisions, obligations and agreements as set forth in The Inn at Glenwood Subdivision Agreement recorded December 16, 1983 in Book 640 at Page 589 at Reception No. 348247.
8. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Village Plaza Subdivision, recorded August 28, 1987 at Reception No. 385376.
9. Terms, conditions, provisions, obligations and agreements as set forth in the Joint Use and Maintenance Agreement of Water and Sewer Services recorded August 28, 1987 in Book 719 at Page 912 at Reception No. 385375.
10. Reservations as set forth in Special Warranty Deed recorded November 13, 1989 at Reception No. 407392.
11. Terms, conditions, provisions, obligations and agreements as set forth in the Abstract of Lease recorded August 24, 2000 at Reception No. 568165.
12. Lease by an between Glenwood Hospitality, as lessor, and N C Telecom Inc., as Lessee, as evidenced by Lease recorded January 3, 2001 at Reception No. 574395.
13. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Bighorn Motors Lot Line Adjustment Plat, recorded April 15, 2003 at Reception No. 625164.
14. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Lease Addendum recorded April 17, 2003 at Reception No. 625411.
15. Water rights, claims or title to water, whether or not shown by the public records.

B-1

US2008 5126455 2



Planning and Zoning Commission Report

Date: July 28, 2020
To: Planning and Zoning Commission
From: Trent Hyatt, Senior Planner
Subject: Discussion: Amending regulations related to Medical Marijuana Business, Retail Marijuana Business, and Marijuana Cultivation.

REQUEST	Workshop: Discussion about amending regulations related to Medical and Retail Marijuana Businesses, and Marijuana Cultivation
APPLICANT	City of Glenwood Springs
OWNER	Various
LOCATION	City wide
ZONE	Various
SURROUNDING LAND USES	Various
LOT SIZE	Various

ACTION ITEMS

None.

BACKGROUND

During a recent City Council meeting, a request was made to consider placing a limit on the number of marijuana-related businesses in the community.

Staff requests that the Commission discuss the issue and provide ideas of how limitations could be added.

Attached is a summary of the existing regulations and a map of the currently approved marijuana related businesses.

PROJECT SUMMARY

REVIEW CRITERIA AND STAFF ANALYSIS

None.

REVIEWING AGENCY COMMENTS

None.

ACTION ITEMS & STAFF RECOMMENDATIONS

None.

Suggested Findings:

Glenwood Springs Development Code
070.030.030 Use-Specific Standards
(e) Commercial Uses

(10) Medical Marijuana Business

a. Purpose

The City Council intends to regulate the use, acquisition, production, and distribution of medical marijuana in a manner consistent with Article XVIII, Section 14 of the Colorado Constitution, Article 43.3 of Title 12 Colorado Revised Statutes and any other applicable laws and regulations of the state. Nothing within this article is intended to promote or condone the production, use, sale, or distribution of medical marijuana other than in compliance with applicable state law.

b. License Required

Medical marijuana businesses shall comply with the City Code Article 050.080.

c. Location of a Licensed Business

Medical marijuana businesses shall be located in areas of the city only as allowed in the City Code. No medical marijuana business shall be located:

1. Within 500 feet of any existing public or private school facility where classes are held for children aged kindergarten through the 12th grade. The distance shall be computed by a straight line measurement from the nearest property line of the school property to the nearest property line of the site housing the medical marijuana business; or
2. Within 900 feet of another medical marijuana business or any retail marijuana establishment. A medical marijuana business may locate on the same licensed premises as a retail marijuana establishment of the same class and same ownership, only if the licensed premises is located to meet the distance requirements from other medical marijuana businesses and retail marijuana establishments. This distance shall be computed by a straight line measurement between property lines of the sites housing the two facilities.
3. In any zoning district not specifically allowed by the City Code.

d. Requirements Related to Operation of a Medical Marijuana Business

1. Medical marijuana businesses shall meet all operational criteria for the procurement, dispensing, labeling, sanitation, security, and any other criteria as required by the state pursuant to the Colorado Medical Marijuana Code and the City Code Article 050.080.
2. In addition, all medical marijuana businesses shall comply with the following local restrictions:
 - i. Medical marijuana businesses shall limit their hours of operation to between 8:00 a.m. and 7:00 p.m. Monday through Sunday or as otherwise limited by state law;
 - ii. Medical marijuana businesses shall apply for a sign permit through the Community Development Department. All exterior signage associated with a medical marijuana business will meet the standards established in the Colorado Medical Marijuana Code and in the City Code. In addition, no sign associated with a medical marijuana business shall use the word "marijuana," "cannabis," or any other word or phrase commonly understood to refer to marijuana or a graphic/image of any portion of a marijuana plant, or paraphernalia associated with medicinal marijuana use unless immediately preceded by the word "medical" or the message of such sign includes the words "for medical use" or "for medicinal purposes" in letters that are no smaller than the largest letter on the sign; and
 - iii. Marijuana plants, products, accessories, and associated paraphernalia contained in a medical marijuana facility shall not be visible from a public sidewalk, public street or right-of-way, or any other public place.
 - iv. No discernible odor shall be projected beyond the exterior walls of the licensed premises.

(11) Retail Marijuana Establishment

a. Purpose

The City Council intends to allow state-licensed retail marijuana establishments to exist in Glenwood Springs in accordance with Article XVIII, Section 16 of the Colorado Constitution, Article 43.4 of Title 12 Colorado Revised Statutes, and any other applicable state laws and regulations as well as the additional local licensing requirements and other restrictions set forth in the Glenwood Springs Municipal Code. Nothing within this Article is intended to promote or condone the production, use, sale, testing or distribution of marijuana other than in compliance with applicable state law.

b. License Required

Retail marijuana establishments shall comply with City Code Article 050.090.

c. Location of Licensed Establishment

Retail marijuana establishments shall be located only in areas of the city as allowed in the City Code. No retail marijuana establishment shall be located:

1. Within 500 feet of any existing public or private school facility where classes are held for children aged kindergarten through the 12th grade. The distance shall be computed by a straight line measurement from the nearest property line of the school property to the nearest property line of the site housing the retail marijuana establishment;
2. Within 900 feet of another retail marijuana establishment or a medical marijuana business. A retail marijuana establishment may locate on the same licensed premises as a medical marijuana business of the same class and same ownership, only if the licensed premises is located to meet the distance requirements from other retail marijuana establishments and medical marijuana businesses. This distance shall be computed by a straight line measurement between property lines of the sites housing the two facilities; and
3. In any zoning district not specifically permitted by the City Code.

d. Requirements Related to Operation of a Retail Marijuana Establishment

1. Retail marijuana establishments shall meet all operational criteria for the procurement, display, dispensing, labeling, sanitation, security, and any other criteria as required by the state pursuant to the CRMC and the City Code Article 050.090.
2. In addition, all retail marijuana establishments shall comply with the following local restrictions:
 - i. Hours of operation shall be limited to between 8:00 a.m. and 7:00 p.m. Monday through Sunday; and
 - ii. A sign permit shall be obtained through the Community Development Department. All exterior signage associated with a retail marijuana establishment will meet the standards established in the CRMC and in the City Code.
 - iii. Storage of retail marijuana shall be considered an accessory use. Not more than 25 percent of the licensed premises of a retail marijuana business shall be used for such purposes.
 - iv. No discernible odor shall be projected beyond the exterior walls of the licensed premises.

Article 070.030: Use Regulations

070.030.030 Use-Specific Standards

(f) Industrial Uses

(f) Industrial Uses

(1) Brewery or Bottling Plant

- a. In the M1, M2, M3, and RE districts, production, processing, and storage of all materials and equipment shall be located entirely within an enclosed building.
- b. Loading and unloading of the manufactured products shall not occur between the hours of 9:00 p.m. and 8:00 a.m.

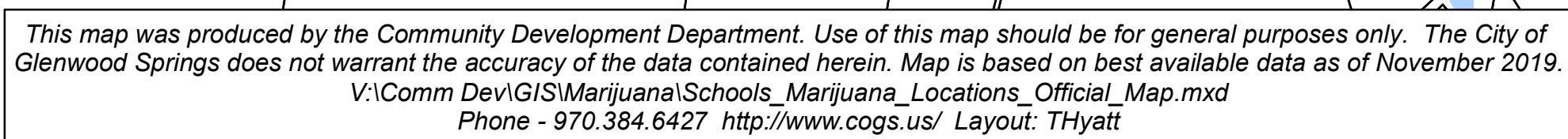
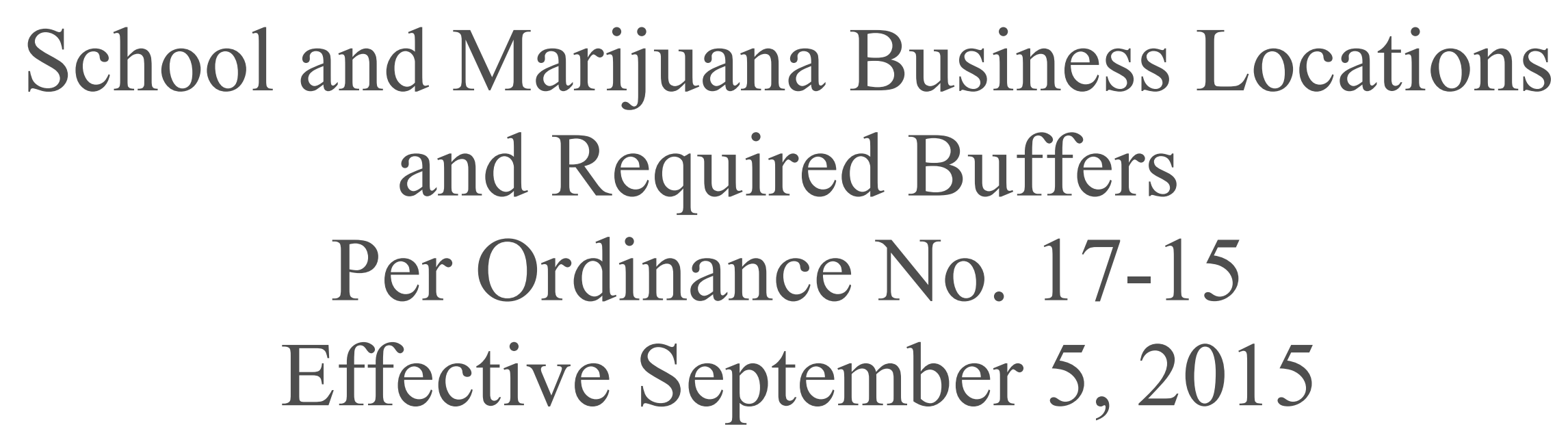
(2) Fabrication, Manufacturing, and Testing Facility

- a. This use shall not include the testing of marijuana products.
- b. In the M1, M2, M3, and RE districts, fabrication, manufacturing, and testing facilities shall be limited to no more than 10,000 gross building square footage and shall occur entirely within an enclosed building.
- c. Except in the I2 district, loading and unloading of production material and manufactured products shall not occur between the hours of 9:00 p.m. and 8:00 a.m.

(3) Marijuana Cultivation

No marijuana cultivation facility shall be located:

- a. Within 500 feet of any existing public or private school facility where classes are held for children aged kindergarten through the 12th grade. This distance shall be computed by a straight line measurement from the nearest property line of the school property to the nearest property line of the site housing the marijuana cultivation facility; or
- b. Within 900 feet of another marijuana cultivation facility, medical marijuana business, or retail marijuana establishment. This distance shall be computed by a straight line measurement between property lines of the sites housing the two facilities.
- c. No discernible odor shall be projected beyond the exterior walls of the licensed premises.





Planning Commission Report

Date July 28, 2020
To: Planning and Zoning Commission
From: Gretchen Ricehill, Asst. Director
Subject: **Workshop:** Discussion of adding design variance criteria to Title 070, Section 070.060.070, Flexibility and Relief Procedures.

REQUEST	Workshop: Discussion of adding design variance criteria to Section 070.060.070, Flexibility and Relief Procedures
APPLICANT	City of Glenwood Springs
LOCATION	City wide
ZONE	All

REQUIRED ACTION

None: This is a workshop to discuss and receive Planning Commission direction regarding design variance criteria.

SUMMARY

Since August 2018 and the adoption of the new Land Use Code, staff and the Planning Commission have been processing and deciding on a wide range of applications, including variance requests. The Commission has commented on many occasions that it wanted a separate set of criteria to address deviations from design regulations. As the Commission is aware, when the new code was adopted, it included a set of strict variance criteria by which all variances are judged. Under the previous code there was flexibility in that design variances were held to lesser standard than deviations from zoning requirements (setback, building height, lot coverage, for example). Specifically, the new code holds that all variances meet all seven of the following criteria:

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

Alternative Equivalent Compliance

It should be noted that the new development code already has a mechanism for addressing deviations from the residential and nonresidential design standards, referred to as Alternative Equivalent Compliance. Its purpose is to allow the decision-making body (staff, Commission and/or Council) to consider a unique or creative design that does not strictly adhere to the code requirement but that results in a design that is equal to or better than the standard. Decisions are based on how well the alternative design meets the following criteria:

1. Achieves the intent of the subject standard to the same or better degree than the subject standard;
2. Advances the goals and policies of this Code to the same or better degree than the subject standard;
3. Results in benefits to the community that are equivalent to or exceed benefits associated with the subject standard; and
4. Imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of this Code.

Since adoption of the new code, the Alternative Equivalent Compliance review has been used in two applications: one was an administratively reviewed site/architectural plan for a new single family home; and the other was a Major Site/Architectural plan review for ANB Bank. In the latter case, the Commission and Council approved a design deviation related to the amount of required glazing and the degree to which the front door and building edge met the sidewalk edge (e.g.: zero setback).

Variance

As indicated above, Alternative Equivalent Compliance offers applicants the opportunity to suggest a design that is equivalent to or exceeds the code requirement. It offers applicants a tradeoff. It does not offer the ability to eliminate the design requirement entirely. So, a variance mechanism remains necessary. The Commission has requested the mechanism include a degree of flexibility, and the standards not be as rigorous as those under the existing code.

To review, since Code adoption, the Commission has considered 14 land use applications involving a variety of variance requests including setback, building height, lot size, landscaping, common open space, street trees & planting strip, sidewalks, signs, residential design standards, and the Glenwood Meadows design & development standards. Below is a chart showing the variances by type (zoning/design/sign) and the number of approvals (note some of the 14 land use applications included multiple variance requests). Each of the variances were considered and decided upon using the seven variance criteria listed above.

Variance Type	# Requests	# Approved
Zoning		
Setback	5	5
Building Height	1	1
Lot Size	1	0
Design/Development Standard		
Sidewalk	1	1
Landscaping	5	5
Common Open Space	1	1
Variety of housing type	1	*
Building Frontage (Glenwood Meadows)	1	1
Signs		
Glenwood Meadows Sign Plan	4	3

*under consideration at the writing of this report

Recommendation

Recognizing the difficulty in meeting all seven of the existing stringent variance criteria, the Commission requested a separate set of criteria for deviations from the design/development standards. Staff recommends both of the following amendments-

1. Expanding Alternative Equivalent Compliance using the following four determining criteria to cover more than just the residential and nonresidential design standards as it does currently.
 - a. Achieves the intent of the subject standard to the same or better degree than the subject standard;
 - b. Advances the goals and policies of this Code to the same or better degree than the subject standard;
 - c. Results in benefits to the community that are equivalent to or exceed benefits associated with the subject standard; and
 - d. Imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of this Code.
2. Adopting the following new variance criteria that would apply only to certain deviations from Article 070.040, *Development Standards*:
 - a. The variance is in general conformance with the Comprehensive Plan and with the stated purpose and intent of the Code;
 - b. The variance will not result in significant adverse impacts to surrounding properties, neighborhoods, or the public health, safety or welfare; and
 - c. The variance presents an alternative site or development design that represents an improvement over what could have been accomplished through strict application of the standard.

To be clear, Staff recommends that the expanded Alternative Equivalent and new criteria DO NOT cover the entirety of Article 070.040, *Development Standards*, but rather just the following sections which are highlighted in red font.

070.040.010 Purpose: this is simply a one paragraph purpose statement.

- 070.040.020 Sensitive Area Protection: this section covers development in sensitive areas including steep hillsides, areas subject to flood and geologic hazards. Staff believes that deviations from the requirements in this section should be held to the higher variance standards.
- 070.040.030 Site Development and Improvement Standards: this section includes requirements for paying system improvement fees, providing dedications, and acceptance of public improvements.
- 070.040.040 Common Open Space: these requirements address percentage of open space; areas that qualify as open space; design standards; maintenance responsibilities. Because this section also includes a fee-in-lieu of providing the required amount of open space, staff does not recommend that any new variance criteria be applied to this section.
- 070.040.050 **Landscaping, Screening, and Fencing**: these standards address the on-site landscaping; streetscape (planting strip) requirements; screening; and fence & retaining wall design.
- 070.040.060 **Off-Street Parking and Loading**: this section addresses requirements for the number of parking/loading & bike parking spaces; provisions for paying fees-in-lieu; allowances for parking alternatives; and parking/loading design, including landscaping. Staff recommends that new design criteria apply only to **paragraph (h)(6), Parking Area Landscaping**
- 070.040.070 Access and Circulation: these requirements address street, alley, and vehicular circulation; public street connectivity; pedestrian & bicycle circulation. In most cases, requirements are based on Engineering Standards. The City Engineer and/or Community Development Director have the authority to waive or modify the requirement based on site-specific conditions.
- 070.040.080 **Residential Site and Building Design**: This section covers design and development requirements for all residential projects. These standards address lot coverage, parking location, building orientation, housing variety, architectural variety, transitions to adjacent development, building materials and colors, garage location and design.
- 070.040.090 **Non-Residential and Mixed-Use Site and Building Design**: This section covers design and development requirements for all nonresidential and mixed-use projects. The standards address building articulation, transparency (windows/doors), location of entrances, materials and building colors.
- 070.040.100 Exterior Lighting: The city is divided into three lighting districts based on zoning district classifications. The lighting standards address maximum lighting levels; fixture shielding; fixture mounting height; security lighting requirements; and lighting design. Under the former code, deviations from these requirements were processed as zoning variances. Staff recommends that deviations from the lighting code be required to meet the more stringent seven criteria.
- 070.040.110 Signs: this section addresses sign and sign lighting requirements. Staff intends to develop separate variance criteria that specifically address deviations from the sign code.

Links to the above highlighted sections are provided below. For general reference, a link to the entire [Development Code is provided here](#).

[070.040.050](#) Landscaping, Screening, and Fencing

[070.040.060\(h\)\(6\)](#) Parking Area Landscaping (note: you will need to scroll down to paragraph (h)(6))

[070.040.080](#) Residential Site and Building Design

[070.040.090](#) Non-Residential and Mixed-Use Site and Building Design