



AGENDA
CITY OF GLENWOOD SPRINGS
Planning and Zoning Commission
Regular Meeting
DECEMBER 15, 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/85149783198>

Or iPhone one-tap :

US: +12532158782,,85149783198# or +13462487799,,85149783198#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099

Webinar ID: 851 4978 3198

International numbers available: <https://us02web.zoom.us/j/kpQYXsY7N>

2 Roll Call

3 Receipt of the Minutes

- A. Minutes November 17, 2020

4 Comments from citizens appearing for items not on the agenda

5 New Items

- A. Planning File 59-20 Consideration of a Special Use Permit to allow accessory outdoor storage at 51079 Highway 6 & 24 (PIN 2185-061-06-004).

6 Continued Items

- A. Planning File 66-20- Consideration of various code text amendments to Municipal Code Title 070 Sections including but not exclusive of Sections 070.030, 070.040, 070.060 and 070.070 regarding Use Regulations; Accessory Uses; Landscaping, Screening and Fencing; Off-street Parking; Signs; Administration and Procedures; and Rules of Construction and Definitions.
CONTINUED FROM NOVEMBER 17, 2020

7 Commissioner Comments

8 Director Comments

9 Adjournment



MINUTES
City of Glenwood Springs
Planning and Zoning Commission
Regular Meeting
November 17, 2020
Zoom
6:00PM

1. Roll Call

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

Absent at roll call were Commissioners: Ben West, Alternate Commissioner

Also present were: Jenn Ooton, Asst. City Manager, Terri Partch, City Engineer, Trent Hyatt, Senior Planner, Anna S. Itenberg, City Attorney's Office, Alissa Owsley, IT Director, Steve Boyd, Chief Operating Officer, Matt Langhorst, Public Works Director, Hannah Klausman, Senior Planner.

1. Receipt of Minutes

Commissioner Shaver made a motion to accept the minutes from the October 27th, 2020 meeting. Commissioner Cipperly seconded the motion. Commissioner Dehm called for the question.

Motion passed 5-0. Commissioner Wissing abstained due to not attending the October 27th meeting.

Commissioner Schachter made a motion to accept the minutes from the November 9th, 2020 meeting. Commissioner Cipperly seconded the motion. Commissioner Dehm called for the question.

Motion passed 4-0. Commissioner Shaver and Commissioner Shaver abstained.

2. Public Comments

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

3. New Items

- a. Planning File 49-20: Consideration of a Location and Extent Review application for the construction of a City Electric and Broadband Operations Center building

Senior Planner Trent Hyatt introduced the item and provided a summary of the proposed project to the Commission. Hyatt indicated staff approval with findings and conditions listed on page 6 of the staff report.

Matt Langhorst, Public Works Director, gave a short presentation on the project providing additional information and commentary on the proposed project.

Commissioner Schachter asked if there would be electric vehicle hookups on site. Langhorst confirmed that electric vehicle hookups were included in design.

Commissioner Cipperly asked if there would be a fence between the street and parking lot. Cipperly also asked about a pedestrian path and parking. Langhorst explained there would be several ADA compliant stalls for the public and the pedestrian path also met ADA regulations. Langhorst stated that a fence between the street and parking lot was not part of current design. Doug Pratte, Land Studio, explained that landscaping helped to provide a barrier between the street and the parking lot.

Commissioner Wissing asked for staff to explain how the social diversity goal of the Comprehensive Plan was relevant to this project. Hyatt explained that this project, as infill development, was relevant to this specific goal of the Comprehensive Plan.

Commissioner Dehm asked if the colors in the design were the final color selection which was confirmed by the applicant. Commissioner Schachter asked if bike parking was included in the designs. Langhorst stated they were not included in current plans and would be added.

Commissioner Dehm opened the item to public comment. No members of the public presented for comment. Commissioner Dehm closed the item to public comment.

Commissioner Cipperly made a motion to approve the item with findings and conditions on page 6 of the staff report. Commissioner Grosscup seconded the motion.

Commissioner Schachter stated support for the project overall and also commented that a municipal use on a property zoned for industrial use conflicted with economic development goals of the City.

Commissioner Dehm called for the question.

Motion passed unanimously.

- b. Planning File 66-20: Consideration of various code text amendments to Municipal Code Title 070 Sections including but not exclusive of Sections 070.030, 070.040, 070.060, and 070.070 regarding Use Regulations; Accessory Uses; Landscaping, Screening and Fencing; Off-street Parking; Signs; Administration and Procedures; and Rules of Construction and Definitions.

Commissioner Dehm opened discussion for Planning File 66-20. Due to staff absence of Gretchen Ricehill, Assistant Director, Commissioner Dehm called to continue this item to the December meeting.

Motion to continue the item passed unanimously.

- c. Brainstorming on items ancillary to Housing and Affordable Housing

Hannah Klausman provided a summary of a staff report with recommendations developed from a previous Housing Commission meeting regarding possible code changes related to housing and affordable housing.

Jenn Ooton explained that many of the changes suggested in the documents would be accompanied by public meetings and input prior to any changes in code.

Commissioner Dehm explained the reasons for discussing this topic and provided an outline and format of the discussion.

Commissioner Grosscup, also a Housing Commissioner, described a Housing Commission idea to utilize City land in a pilot project for potential residential development. Grosscup explained that Housing Commission was further researching this idea.

Commissioner Schachter, also a Housing Commissioner, provided more information on the idea described by Grosscup. Schachter also explained that the items listed in the staff report were previously discussed by the Housing Commission.

Commissioners discussed the following topics and items as they relate to housing and affordable housing in Glenwood Springs:

- Potential residential development of City owned properties
- Annexation policies
- Regional partnerships
- Addressing housing in the comprehensive plan update
- Employee housing partners
- Fees associated with development
- Public input
- Preservation of existing affordable housing stock

4. Commissioner Comments

Commissioner Cipperly commented on the design of the proposed electric building.

5. Director Comments

Jenn Ooton reminded Commissioners of an opportunity to watch the recorded meeting for the South Midland project.

6. Adjournment

Meeting was adjourned at 7:52 PM.

DRAFT



Planning and Zoning Commission Report

Date: December 15th, 2020
To: Planning and Zoning Commission
From: Emery Ellingson, Planner I
Subject: #59-20 – Big O Tires Special Use Permit

REQUEST	Consideration for a Special Use Permit for accessory outdoor storage on the Big O Property. Proposed accessory outdoor storage is the use of three temporary storage containers to be placed on the Big O Tires property for storage purposes.
APPLICANT	Big O Tires
OWNER	Monument Real Estate, LLC
LOCATION	51079 Highway 6 & 24 (Parcel 2185-061-06-004)
ZONE	PUD Glenwood Springs Mall
SURROUNDING LAND USES	North: Commercial, (zoned Glenwood Springs Mall PUD) South: Public ROW (Highway 6 & 24) East: Commercial (zoned Glenwood Springs Mall PUD) West: Commercial (zoned Glenwood Springs Mall PUD)
LOT SIZE	19,820 square feet lot 5,472 square foot building

ACTION ITEM

Per Section 070.060.070 of the *Glenwood Springs Municipal Code* (Code), the Planning and Zoning Commission (Commission) is the reviewing body for Special Use Permits. The Special Use Permit is to permit accessory outdoor storage in the form of three temporary storage containers to be placed on the Big O Tires property for storage.

Action 1 – Special Use Permit – to permit accessory outdoor storage in the form of three temporary storage containers to be placed on the Big O Tires property for storage purposes.

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

BACKGROUND

Location and Background

The property is located on Lot C of the Glenwood Springs Mall Subdivision. Image below shows the layout of the property.

The main structure was built in 1991. The original site plan is attached.

The use of the current property is a 5,472 square foot auto repair shop with three repair bays. The required parking for the property is 20 spaces. Big O Tires has a standing agreement with the Glenwood Springs Mall for the use of 36 parking spaces adjoining the west side of the Big O Tire property for their use. The aerial photo below also shows a storage container on the mall property.



Aerial photo of property

Project Summary

The Special Use Permit application submitted by Big O Tires requests to use three temporary storage containers on the east side of the property. The current Code defines this use as accessory outdoor storage.

Currently, containers A & B are present. Container B is located on property not owned by the applicant. The applicant proposes to remove Container B, retain Container A, and add two more containers on the Big O Property (Containers C & D). An image of the proposed storage and screening fence is shown below. The three storage containers will be placed on the east side of the building and 21.5' from the east property line. The screening will be a 6' tall wooden fence running 44' westward from the southeast corner of the property along the south property line

This application was submitted to address a code violation for unscreened outdoor storage of tires and accessory outdoor storage in the form of storage containers on the Big O property as well as on the property to the west of Big O Tires.

In reviewing a Special Use Permit application, the Planning Commission shall consider the Special Use Permit approval criteria. Attached for review is the applicant's narrative, site plan of proposed storage, and photos of the site.

BIG O TIRES



44' wide privacy fence (wood)

21.5' from container D to property line



Storage Containers
7' wide x 7' tall x 40' long



Project Analysis

The applicant requests a Special Use Permit for accessory outdoor storage on the property in the form of three temporary storage containers.

Section 070.070.020(e)(c) Accessory Uses and Structures defines “Accessory Outdoor Storage” as the incidental keeping of goods, materials, or equipment in a location not enclosed by walls and a roof. City staff has consistently considered shipping containers as an object or material that, when stored outdoors, requires a Special Use Permit.

Section 070.040.050(f)(1)(b) Screening, Loading, and Outdoor Storage Areas requires that loading and outdoor storage areas be screened from view of public rights-of-way and from adjacent residential land uses or districts using any one or a combination of fences, walls, berms, or landscaping that is at least six feet in height and provides a permanent, opaque, year-round screen.

Big O Tires has proposed a 6’ tall wooden fence running 44’ from the southeast corner of the property, which will adequately screen the containers from Highway 6, the public right-of-way. The road to the north of the property is an internal access road for the Glenwood Springs Mall and is not considered a public right-of-way and it is not required to screen the storage area from that direction.

The application submitted by Big O Tires for Accessory Outdoor Storage adequately addresses the original code violation. The proposed screening complies with Code requirements.

REVIEWING AGENCY COMMENTS

Staff distributed this application for city departments for review and received comments are attached.

SPECIAL USE PERMIT CRITERIA

Below is staff's analysis of the proposed project and its compliance with the Special Use Permit approval criteria.

1. The use will be compatible with the surrounding area

The surrounding area consists of a variety of commercial uses including a drive through bank, auto supply, automobile dealerships, offices, and a gas station (recently approved for conversion to retail marijuana). Many surrounding uses are located in the county and include unscreened outdoor storage. One nearby use, Tractor Supply at 51027 Highway 6 within the Glenwood Mall PUD, has an approved outdoor display area, which is not screened. Staff believes that the proposed Big O outdoor storage use is compatible with these uses and the surrounding area.

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

The impact of the use on surrounding areas have been adequately minimized. The storage containers will be screened from public right of way to the south.

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

The use is consistent with the general purpose and intent of this Code.

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

The use complies with all applicable standards of this Code. The application addresses a code violation and applicant has worked with Staff to submit an application that complies with Code.

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

The use of storage containers is not specifically addressed in the Comprehensive Plan or other City Plans and policy. The use is indirectly addressed in the goal *Direct Development into a Compact Form*. The storage containers are consolidated into one storage area on the east side of the building and screened per Code requirements. The use is also indirectly addressed in the goal to *Build on Glenwood Springs' role as a Regional Goods and Services Center*. Auto repair stores are retail stores that serve the region and the addition of storage containers will allow Big O Tires to continue offering its services to the region.

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

The use minimizes adverse impacts to the health, safety, and welfare of the inhabitants of the surrounding areas of the City. The storage of tires in containers that are screened from the public right-of-way minimizes visual impact. The use of secure containers also ensures safe storage of tires, reducing risks associated with outdoor storage.

ACTION ALTERNATIVES AND STAFF RECOMMENDATION:

The Planning and Zoning Commission may approve, approve with conditions, or deny the Special Use Permit application. The Commission may also continue the hearing with a request for specific information necessary to determine compliance with the Municipal Code and city goals and policies.

Action 1 – Special Use Permit – to permit accessory outdoors storage in the form of three temporary storage containers to be placed on the Big O Tires property for storage purposes.

Staff Recommendation/Suggested Motion

Staff recommends **approval** of the Special Use Permit with the following **suggested findings and conditions**:

Suggested Findings:

1. The use is compatible with the surrounding area;
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 is in conformance with the Comprehensive Plan and other City plans and policies; and
6. The use minimizes adverse impacts to the health, safety, and welfare of the inhabitants of the surrounding areas and the City.

Suggested Conditions

1. Prior to issuance of the Special Use Permit for the storage containers, the applicant shall construct the screening fence ensuring that the fence does not encroach on private property to the east or the public right-of-way to the south of the Big O property. Fence must be completed within 180 days of Planning & Zoning Commission decision.
2. Following fence completion, the Applicant shall submit to the Community Development Department an Improvement Survey Plat showing all improvements on the property.
3. The Special Use Permit approves the use of three 7' wide, 7' tall, 40' long storage containers which are located as represented in the site plan included in Planning File 59-20.
4. The placement and use of containers will conform with all requirements of Building and Fire code.



LAND USE APPLICATION

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

<u>Ordinance Amendments</u>		<u>Development Permits</u>	
☐	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
<u>Subdivisions</u>		☐	Right of Way Encroachment License
☐	Minor Subdivision	☐	Floodplain Development Permit
☐	Preliminary Plat	☒	Special Use Permit
☐	Final Plat	<u>Flexibility and Relief Procedures</u>	
☐	Vacation of Right-of-Way	☐	Variance
☐		☐	Administrative Adjustment
<u>Other Land Use Applications</u>		☐	Appeal
☐	Outdoor Seating	☐	

<u>Applicant/Property Owner Information:</u>			
Applicant		Owner	
Big O Tires Lori Mizushima		Monument Real Estate Group, LLC	
Relationship to Owner		Owner	
business leasing property (employee/marketing manager of current business owner)			
Applicant Address		Owner Address	
215 N. 3rd Street Grand Junction, CO 81501		10934 Portal Drive, Los Alamitos, CA 90720	
Phone	970-778-5433	Email Address	Imizushima@wsbigo.com
Phone		Email Address	rcurry@officeamg.com

<u>Property Information:</u>	
Address	Parcel Number
51079 Hwy 6 & 24 Glenwood Springs, CO 81601	
Subdivision	Lot and Block Number
Zone District	Existing Land Use

<u>General Project Description:</u>

<u>Signatures:</u>		
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		10.21.2020
	Applicant	Date
		10/27/2020
	Owner	Date

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.		
	Owner	Date

BIG O TIRES®



44' wide privacy fence (wood)



21.5' from container D to property line



Storage Containers
7' wide x 7' tall x 40' long



BIG O TIRES • 6277 • GLENWOOD SPRINGS

DESCRIPTION OF PROPOSED PROJECT: Three temporary storage containers for outdoor storage.

- **STORAGE CONTAINER A**

- o One (1) located along the east side of the building, as shown in below as [A].
 - This photograph is taken on the southside of the building facing north.
 - This container is used for storage of new tires.
 - This container is on property all year.
- o 6' Privacy Screen via wood fence will be added to the south side of the storage container, on the southernmost edge of the property (north of landscaping) in order to block visibility from Hwy 6&24

- **STORAGE CONTAINER B**

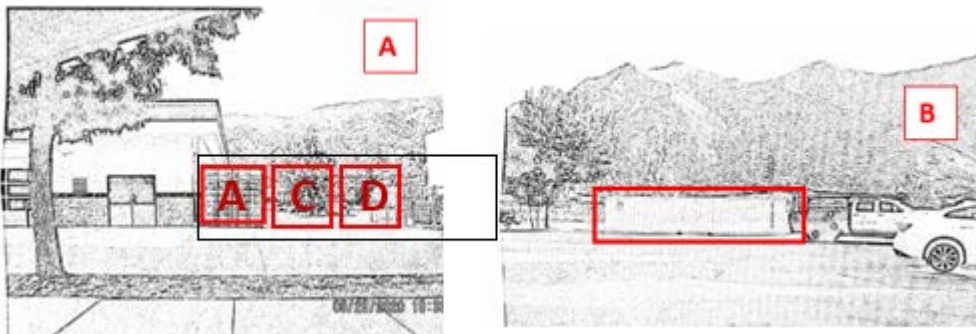
- o This unit will be removed.

- **STORAGE CONTAINER C & D**

- o Two units will be added along side unit A. They will all run along the east side of the building.

- All containers are 7' wide, 40' long, 7' high
- After the 3 containers are added to the east side of the building (A,C,D) there will be 21.5' from container D to the edge of the property, due east.
- Fence is 44' wide

****Please also see the file: [BigOTires.6277.GS_Aerial.Photo_description](#)**



**RECORDATION REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Monroe Moxness Berg PA
Attn: Brad Cashman
7760 France Avenue South
Suite 700
Minneapolis, MN 55435-5844

SEND TAX NOTICES TO:

Monument Real Estate Group, LLC
10934 Portal Drive
Los Alamitos, CA 90720

Glenwood Springs

**DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FINANCING STATEMENT AND FIXTURE FILING
("Security Instrument")**

MAXIMUM AMOUNT SECURED. The lien of this Security Instrument shall not exceed at any one time One Million Six Hundred Forty Thousand Two Hundred Eighty-Eight and 00/100 Dollars (\$1,640,288.00) except as allowed under applicable Colorado law.

This Security Instrument is made as of September 16, 2015, by Monument Real Estate Group, LLC, a Colorado limited liability company whose address is 10934 Portal Drive, Los Alamitos, CA 90720 (the "Borrower"), Public Trustee for the County of Garfield, as Trustee ("Trustee"), and for the benefit of 40|86 Mortgage Capital, Inc. ("Lender" and "Beneficiary"), having its principal office at 535 North College Drive, Carmel, Indiana 46032.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Borrower agrees and covenants as follows.

1. Grant. Borrower hereby irrevocably assigns, grants, conveys, mortgages, deeds and transfers to Trustee, its successors and assigns, in trust for the benefit of Beneficiary, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, all of Borrower's right, title, and interest in and to the following (collectively, the "Mortgaged Collateral"):

(a) That certain real property legally described on the attached Exhibit A (the "Land") together with all present and future tenements, hereditaments, rights, rights-of-way, easements, privileges, licenses, benefits, and appurtenances that Borrower now has or may hereafter acquire in the Land, including, but not limited to, all water and water rights (whether riparian, appropriative, or otherwise and whether or not appurtenant to the Land) which now relate to or in the future may relate to or be used in connection with the Land and all shares of stock evidencing any water rights; all privileges and other rights that are now or in the future may become appurtenant to the Land including, without limitation, all of Borrower's right, title, and interest in and to all streets, roads, easements, rights-of-way, and public places, whether opened or proposed or public or private; all oil, gas, soil, and/or mineral rights;

(b) All buildings, fixtures and other improvements now or hereafter located on the Land (whether or not affixed to the Land) now or in the future located on, used in connection with, or intended to be used in connection with activities at the Land, including without limitation fixtures for generating or distributing air, water, heat, electricity, light, or fuel refrigeration, for ventilating, cooling, or sanitary purposes, boilers, furnaces, oil burners, coolers, refrigeration plants, plumbing, water systems, power systems (the "Improvements"); collectively, the Land and the Improvements shall hereinafter be referred to as the "Property"; and

(c) All rents, issues, leases, lease payments, incomes, profits, revenues, bonuses, rights, and benefits (collectively, the "Rents") from or under any and all existing and future leases, tenancies, or other use and occupancy agreements created on all or any part of the Property which the Borrower is granted ownerships rights to under a lease agreement relating to or pertaining to the Property, with the right to receive and apply the Rents to the Obligations; and

(d) All existing and future accounts, contract rights, including, without limitation, with respect to equipment leases, general intangibles, files, books of account, agreements, franchise, license and/or area development agreements, distributor agreements, indemnity agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the Property or any portion thereof, whether now existing or entered into or obtained after the date hereof, including, without limitation, all construction contracts, architect agreements, plans, specifications, drawings, permits, licenses, agreements, approvals, consents and warranties now or hereafter relating to the construction of the Improvements and all amendments and all amendments and modifications thereto.

With respect to any portion of the Mortgaged Collateral which constitutes fixtures or other property governed by the Uniform Commercial Code in effect in the state where the Property is located (the "UCC"), this Security Instrument shall constitute a security agreement between Borrower, as the debtor, and Lender, as the secured party, and Borrower hereby grants to Lender a security interest in such portion of the Mortgaged Collateral. Borrower authorizes Lender to file financing statements with respect to the security interest of Lender, continuation statements with respect thereto, and any amendments to such financing statements which may be reasonably required by Lender. Borrower represents that its exact legal name as stated on its Articles of Organization and state of formation or organization are as set forth in the first paragraph of this Security Instrument. Borrower agrees that, notwithstanding any provision in the UCC to the contrary, Borrower shall not file a termination

statement of any financing statement filed by Lender in connection with any security interest granted under this Security Instrument if Lender reasonably objects to the filing of such termination statement.

This Security Instrument shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Mortgaged Collateral and is to be filed for record in the real estate records of each county where any part of the Mortgaged Collateral (including said fixtures) is situated. This Security Instrument shall also be effective as a financing statement covering any other portion of the Mortgaged Collateral and may be filed in any other appropriate filing or recording office. The mailing address of Borrower is the address of Borrower set forth in the introductory paragraph of this Security Instrument, and the address of the Lender from which information concerning the security interests hereunder may be obtained is the address of Lender as set forth in the introductory paragraph of this Security Instrument. A carbon, photographic or other reproduction of this Security Instrument or of any financing statement relating to this Security Instrument shall be sufficient as a financing statement for any of the purposes referred to in this Section.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in that certain Credit Agreement dated as of the date hereof between Lender and Borrower (the "Credit Agreement").

PROVIDED ALWAYS, NEVERTHELESS and this Security Instrument is upon the express condition that if Borrower pays to Lender the principal sum advanced pursuant to the Loan Documents, the interest thereon and all other sums payable by Borrower to Lender as are secured hereby, then this Security Instrument and the estate hereby granted shall cease and become void.

2. Secured Obligations. Borrower has executed and delivered this Security Instrument for the purpose of securing the Obligations. The principal amount of indebtedness secured by this Security Instrument is Eleven Million Four Hundred Thousand and 00/100 Dollars (\$11,400,000.00) being due and payable no later than October 1, 2025, the maturity date of this Security Instrument. Borrower will pay Lender promptly and upon demand, all sums of money that Lender may have advanced or paid pursuant to, or resulting from, any of the provisions of this Security Instrument. All of these amounts must be paid with interest from the time of the advance or payment until paid at the applicable rate established in the Credit Agreement. In addition, this Security Instrument shall also secure unpaid balances of advances made with respect to the Mortgaged Collateral for the payment of taxes, assessments, insurance premiums, costs or any other advances incurred for the protection of the Mortgaged Collateral, together with interest thereon until paid at the Default Rate, all as contemplated in this Security Instrument, all of which shall constitute a part of the Obligations. This paragraph shall serve as notice to all persons who may seek or obtain a lien on the Mortgaged Collateral subsequent to the date of recording of this Security Instrument, that until this Security Instrument is released, any debt owed Lender by Borrower, including advances made subsequent to the recording of this Security Instrument, shall be secured with the priority afforded this Security Instrument as recorded.

3. Covenants. In addition to any covenants of Borrower set forth in the Credit Agreement or any other Loan Document, Borrower hereby covenants to Lender and agrees as follows until the Obligations are satisfied in full:

(a) Taxes. If any real estate taxes or general, special, or improvement district assessments (collectively, "Taxes and Assessments") are not separately assessed to the Mortgaged Collateral but include other property not apportioned to Borrower under any lease agreement, Borrower agrees that it will promptly apply for and complete the separation of the Mortgaged Collateral from all other property for the purpose of all Taxes and Assessments. If Borrower does not promptly complete the separation, Trustee or Lender may exercise all remedies available under this Security Instrument including the right to advance all monies necessary to pay all or any portion of the Taxes and Assessments. All money so advanced will be secured by the lien of this Security Instrument. Notwithstanding the foregoing, Borrower will have the right to bond over or otherwise protest, contest, or appeal the imposition of any of the matters described above, so long as Borrower has provided adequate assurances to Lender that the matters contested will not have a Material Adverse Effect and will not result in a lien superior to the lien of this Security Instrument.

(b) Alterations after Conversion. Borrower shall not alter the exterior, structural, plumbing or electrical elements of the Improvements in any manner without the consent of Lender, which consent shall not be unreasonably withheld or conditioned; provided, however, Borrower may undertake nonstructural alterations to the Improvements costing less than Fifty Thousand and 00/100 Dollars (\$50,000.00) without Lender's consent. For purposes of this Security Instrument, alterations to the exterior, structural, plumbing or electrical elements of the Improvements shall mean:

(i) alterations which affect the foundation or "footprint" of the Improvements;

(ii) alterations which involve the structural elements of the Improvements, such as a load-bearing wall, structural beams, columns, supports or roof; or

(iii) alterations which materially affect any of the building systems, including, without limitation, the electrical systems, plumbing, HVAC and fire and safety systems.

Borrower will complete promptly any permitted alterations that may be commenced in a good and workmanlike manner in conformity with plans and specifications approved by Lender. Borrower, with reasonable diligence, will repair and restore any portions of the Mortgaged Collateral that may be damaged or destroyed whether any insurance proceeds against the cause of the damage or destruction are collected or not. Borrower will pay when due all claims for work performed or materials furnished, or both, on or in connection with the Mortgaged Collateral, and will pay, discharge, or cause to be removed, all mechanic's, artisan's, laborer's, or materialmen's charges, liens, claims of liens, or encumbrances upon the Mortgaged Collateral. Prior to the commencement of any construction, grading, demolition, or other act or omission by Borrower that might give rise to any materialmen, mechanics, or similar lien or security interest in or against the Mortgaged Collateral, Borrower will deliver to Lender all completion, construction, surety, or other bonds issued by a company acceptable to Lender as Lender may elect or deem appropriate to fully ensure completion of the grading, construction, demolition, or other act, and protect Lender and the Mortgaged Collateral against any liens.

4. Default. A default under any of the Loan Documents after expiration of any applicable notice and cure period shall constitute an "Event of Default" under this Security Instrument.

5. Remedies. Upon the occurrence of an Event of Default, Trustee or Lender may pursue any and all rights and remedies at law or at equity, including, without limitation, those described in this Security Instrument and other Loan Documents. All rights and remedies of Trustee and Lender will be cumulative and Trustee or Lender may enforce any one or more remedies or rights under this Security Instrument successively or concurrently at its option, and any such enforcement of any one or more remedies will be not deemed to be any election against or preclusion of any other rights or remedies.

(a) Acceleration; Election of Remedies. Without limiting the preceding paragraph, Lender may declare all sums secured by this Security Instrument to be immediately due and payable. Notice to Borrower of Lender's election to accelerate the indebtedness will not be required. Borrower will pay all sums required to be paid in connection with a prepayment as described in the Credit Agreement or herein imposed on prepayment after an Event of Default and acceleration of the principal balance. Borrower expressly acknowledges that Borrower has received adequate consideration for the foregoing agreement.

(b) Foreclosure. Trustee or Lender may seek to foreclose on the Mortgaged Collateral by any trustee sale, judicial foreclosure, or other means permitted by law. Any party, including Lender, may purchase the Mortgaged Collateral or any part thereof at any sale.

(c) UCC. Exercise any or all of the remedies available to a secured party under the UCC, including, without limitation:

(i) Either personally or by means of a court appointed receiver, commissioner or other officer, take possession of all or any of the Mortgaged Collateral governed by the UCC (collectively, the "UCC Collateral") and exclude therefrom Borrower and all others claiming under Borrower, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Borrower in respect of the UCC Collateral or any part thereof. In the event Trustee or Lender demands or attempts to take possession of the UCC Collateral in the exercise of any rights under any of the Loan Documents, Borrower promises and agrees to promptly turn over and deliver complete possession thereof to Trustee or Lender;

(ii) Without notice to or demand upon Borrower, make such payments and do such acts as Lender may deem necessary to protect its security interest in the UCC Collateral, including, without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder and, in exercising any such powers or authority, to pay all expenses incurred in connection therewith;

(iii) Require Borrower to assemble the UCC Collateral or any portion thereof, at the Property, and promptly to deliver such UCC Collateral to Lender, or an agent or representative designated by it. Lender, and its agents and

representatives, shall have the right to enter upon any or all of Borrower's premises and property to exercise Lender's rights hereunder;

(iv) Sell, lease or otherwise dispose of the UCC Collateral at public sale, with or without having the UCC Collateral at the place of sale, and upon such terms and in such manner as Lender may determine. Lender may be a purchaser at any such sale;

(v) Unless the UCC Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give Borrower at least ten (10) days' prior written notice of the time and place of any public sale of the UCC Collateral or other intended disposition thereof. Such notice may be delivered to Borrower at the address set forth at the beginning of this Security Instrument and shall be deemed to be given as provided herein; and

(vi) Any sale made pursuant to the provisions of this subsection shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of all or a portion of the other Mortgaged Collateral under power of sale as provided herein upon giving the same notice with respect to the sale of the UCC Collateral hereunder as is required for such sale of the other Mortgaged Collateral under power of sale, and such sale shall be deemed to be pursuant to a security agreement covering both real and personal property under the UCC.

(d) Assignment of Rents. All Rents arising out of the use or occupancy of all or any part of the Mortgaged Collateral, all rights of Borrower in any leases, tenancies, or other use and occupancy agreements affecting all of any part of the Mortgaged Collateral, and all rights of Borrower against any guarantors of the foregoing are assigned absolutely to Lender as further security for the payment of the indebtedness and performance of the Obligations. To enforce Lender's rights under this Security Instrument, Borrower also assigns to Lender all rights to exercise any landlord liens and any other remedial rights to which a landlord may be entitled under the laws of the state where the Property is located. When requested by Lender from time to time, and within the time as Lender may reasonably require, Borrower will execute, deliver, and record, and will cause any lessee, tenant, or occupant (collectively, a "Tenant") of Borrower designated by Lender to execute, deliver, and record separate lease assignments covering any or all of the leases that may affect any part or all of the Mortgaged Collateral. All separate lease assignments will be in a form as Lender, in its reasonable discretion, may require. Without limiting the generality of the foregoing, Lender may require any Tenant to subordinate the Tenant's rights to the lien of this Security Instrument. Lender will not be required to give non-disturbance or similar commitments to any Tenant. Upon the occurrence of an Event of Default, Borrower authorizes and directs the Tenants of the Mortgaged Collateral to make, upon written notice from Lender, all payments required under any leases directly to the Lender as they become due. Borrower relieves all Tenants from any liability to Borrower by reason of any payments being made to Lender. Lender may apply all rents collected to the Obligations in any manner that Lender elects, in its sole discretion. Nevertheless, until Lender notifies Tenants in writing to make such payments to Lender, Borrower will be entitled to collect all such rents and/or payments. Lender will be entitled to give written notification under this Section 5 only if there is any breach or Event of Default by Borrower. In

furtherance of the assignment of rents described above, Lender may require Borrower to execute a separate or specific assignment of rents, the terms of which will be fully incorporated into this Security Instrument.

(e) Receiver. Upon the occurrence of an Event of Default, Lender, in addition to all rights and remedies available at law and/or under this Security Instrument, will be entitled, at any time and without notice and without regard to the adequacy of any security, to enter upon and take possession of the Mortgaged Collateral (or any part). Borrower will upon demand peaceably surrender possession of the Mortgaged Collateral to Lender or the receiver. Lender's entry may be made by Lender's agents, attorneys, or employees or by a court-appointed receiver. Lender, in its name and/or in the name of Borrower, may operate and maintain all or any portion of the Mortgaged Collateral to the extent Lender deems advisable, and Borrower agrees that Lender will be entitled to do and perform any acts that Lender may deem necessary or proper to conserve the value of the Mortgaged Collateral, including the ability to sue for and otherwise collect and receive all rents, issues, and profits (including those past due and unpaid as well as those later accruing) and the ability to rent or lease the Mortgaged Collateral (or any portion) to the persons on terms and conditions approved by Lender in its sole discretion. Borrower further agrees that Lender also may take possession of and use any and all personal property contained in the Mortgaged Collateral or used by Borrower in the rental or leasing of the Mortgaged Collateral (or any part). Lender may apply all the rents, issues, and profits collected or received by it to the payment of costs and expenses incurred in the operation of the Mortgaged Collateral or to protect and preserve its security, or Lender may permit any part of all of these moneys to be released by Lender at its sole option. The expense (including receivers' fees, if any, and compensation to any agent appointed by Lender, and attorney fees, costs, and disbursements) incurred in taking possession and effecting collection or attempting to take possession and effecting collection, will be deemed an expense of this Security Instrument to be paid by Borrower and secured by this Security Instrument. Neither the entering upon and taking possession of the Mortgaged Collateral, nor the collection of the rents, issues, and profits, nor the application or release of these amounts will cure or waive any default or notice of sale or invalidate any act done pursuant to the notice of sale. In dealing with the Mortgaged Collateral or any related personal property as a beneficiary in possession, Lender will be without any liability, charge, or obligation to Borrower other than for willful misconduct, and all losses, costs, and expenses incurred by Lender will be advancements determined to be part of the Obligations. Borrower specifically agrees that the appointment of a receiver may be sought and pursued concurrently with the exercise of any other remedies of Lender, including exercise of Lender's power of sale.

(f) Cash Collateral. Borrower hereby acknowledges and agrees that in the event that Borrower commences a case under the United States Bankruptcy Code, 11 U.S.C. §101 *et seq.*, as amended (the "Bankruptcy Code") or is the subject of an involuntary case that results in an order for relief under the Bankruptcy Code: (i) that all of the Rents are, and shall for purposes be deemed to be, "proceeds, product, offspring, rents, or profits" of the Property covered by the lien of this Security Instrument, as such quoted terms are used in Section 552(b) of the Bankruptcy Code; (ii) that in no event shall Borrower assert, claim or contend that any portion of the Rents are, or should be deemed to be, "accounts" or "accounts receivable" within the meaning of the Bankruptcy Code and/or applicable state law; (iii) that the Rents are and shall be deemed to be in any such bankruptcy proceeding "cash collateral" of Lender as that term is defined in

Section 363 of the Bankruptcy Code; and (iv) that Lender has valid, effective, perfected, enforceable and "choate" rights in and to the Rents without any further action required on the part of Lender to enforce or perfect its rights in and to such cash collateral, including, without limitation, providing notice to Borrower under Section 546(b) of the Bankruptcy Code.

6. Environmental Matters. Borrower represents, warrants and covenants that: (i) Borrower has complied and shall comply in all materials respects with all environmental laws in the operation of its businesses and ownership, lease and use of its assets; (ii) neither Borrower, its business operations (including, but not limited to, the business), nor its assets (including, but not limited to, the Mortgaged Collateral and Property) have contained, stored, generated, used, released or transported or shall contain, store, generate, use, release or transport any hazardous substance that might constitute a violation of any environmental law or subject Borrower, its business operations, or its assets to any environmental claim; (iii) Borrower has not owned, leased or used or shall own, lease or use any above-ground or underground storage tanks and no above-ground nor underground storage tanks constitute or shall constitute a portion of or have been or shall be located on its assets (including, but not limited to, the Mortgaged Collateral and Property) except for storage tanks in compliance with applicable environmental laws and other legal requirements; and (iv) Borrower does not possess any knowledge or have received notice of any pending or threatened environmental claim against Borrower, its business operations, or against any property adjoining or in the vicinity of the Mortgaged Collateral and Property which could threaten the Property or its other assets with an environmental claim. Borrower shall provide Lender with prompt written notice of Borrower's breach of any environmental laws in any material respect and of any pending or threatened environmental claims against Borrower, its business operations, or its assets (including, but not limited to, the Mortgaged Collateral and Property) and with copies of all communications to or from Borrower and any person relating to such breaches of environmental laws and pending or threatened environmental claims. Borrower shall permit Lender to join and participate, as a party if it so elects, in any legal proceedings or actions initiated with respect to the Property in connection with any environmental law or hazardous substance, and Borrower shall pay all reasonable attorneys' fees incurred by Lender in connection therewith. In the event Lender believes that Borrower, its business operations, or its assets (including, but not limited to, the Mortgaged Collateral) are in violation of any environmental law in any material respect or are subject to any pending or threatened environmental claim, then at Lender's request and at Borrower's cost, Borrower shall promptly provide to Lender an environmental site assessment report, or environmental audit report, as applicable, at Lender's sole discretion, regarding the affected business operations or assets in form and substance and prepared by an environmental consulting firm acceptable to Lender as well as any additional information and materials requested by Lender with respect to such violation or environmental claim, and, if requested by Lender, an Environmental Insurance Policy. Lender may, at any time, obtain for its own benefit a Secured Creditor Policy, the cost of which shall, if Lender has reasonably requested such Secured Creditor Policy, be paid by the Borrower on demand and added to the Obligations. Proceeds paid under any Secured Creditor Policy shall be paid to Lender for its own benefit and shall not be subject to the provisions of Section 4(b) of the Credit Agreement. Without waiving any Event of Default arising from the existence of a violation of any environmental law or pending or threatened environmental claim, Borrower shall promptly remedy or cause such violation to be remedied and resolve or cause such environmental claim to be resolved to the satisfaction of Lender and any applicable Governmental Authority at Borrower's cost. Lender may at any time in its reasonable discretion order an inspection or audit and/or obtain an Environmental Insurance Policy, and Borrower hereby grants to Lender and its employees and agents access to the Property and a license to undertake such

inspection or audit or obtain such Environmental Insurance Policy. The cost of such inspection, audit and Environmental Insurance Policy shall be paid by Borrower on demand and added to the Obligations and shall bear interest thereafter until paid at the Default Rate (as defined in the Credit Agreement). Notwithstanding the preceding sentence, if any such inspection or audit undertaken by Lender indicates that no violation of any environmental law exists with respect to the Property, Lender shall pay the cost of such inspection or audit. The obligations and liabilities of Borrower under this Section 6 shall survive any termination, satisfaction, or assignment of this Security Instrument and the exercise by Lender of any of its rights or remedies hereunder including, without limitation, the acquisition of any of the Property by foreclosure or a conveyance in lieu of foreclosure.

7. Miscellaneous.

(a) Invalidity. If any one or more of the provisions of this Security Instrument or the applicability of any such provision to a specific situation are held to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Security Instrument and all other applications of the provisions will not be affected.

(b) Corrections. Borrower will, upon request of Lender, promptly correct any defect or error which may be discovered in the contents of this Security Instrument or in its execution or acknowledgment, and will execute, acknowledge, and deliver such further instruments and do such further acts as may be necessary or as may be reasonably requested by the Lender to carry out more effectively the purposes of this Security Instrument and to perfect and maintain the lien and security interest created by this Security Instrument.

(c) Time is of the Essence. Time is of the essence in the payment and performance of each and every provision of this Security Instrument and the other Loan Documents. No failure on the part of Lender to exercise any of its rights upon any default will be construed to prejudice its rights if any other or subsequent default. No delay on the part of Lender in exercising any of the rights will be construed to preclude it from their exercise at any time during the continuance of the default.

(d) Notices. Unless otherwise required by applicable law, all notices required to be given under this Security Instrument will be in writing and will be either served via overnight delivery, personally or by U.S. certified mail, postage prepaid, return receipt requested, and addressed to Borrower and Lender at their respective addresses first above written. These addresses may be changed by notice to the other parties given in the same manner as provided in this paragraph. Notices given by certified mail will be deemed to have been given upon their deposit in a regular receptacle of U.S. mail.

(e) Forum Selection; Jurisdiction; Venue; Choice of Law. THIS SECURITY INSTRUMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OR COMMONWEALTH IN WHICH THE MORTGAGED COLLATERAL IS LOCATED (THE "STATE"), WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW. THE PARTIES AGREE THAT ANY ACTION OR PROCEEDING ARISING UNDER OR RELATED TO THIS SECURITY INSTRUMENT MAY BE COMMENCED IN FEDERAL COURT LOCATED IN THE STATE AND THE PARTIES IRREVOCABLY SUBMIT TO THE JURISDICTION OF

EACH SUCH COURT AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURT, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER, OR THAT THE AGREEMENT OR THE SUBJECT MATTER THEREOF OR THE TRANSACTION CONTEMPLATED HEREBY OR THEREBY MAY NOT BE ENFORCED IN OR BY SUCH COURT. The Parties agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(f) Future Advances Secured.

(i) This Security Instrument shall secure not only existing indebtedness, but also any future advances for the benefit of the Property pursuant to the terms of this Security Instrument or any other Loan Document, whether such advances are obligatory or made at the option of Lender and whether or not any such advances are evidenced by the Notes. Any funds which Lender may or does advance pursuant to the Loan Documents shall be considered obligatory advances, notwithstanding that such advance is made at the option of Lender. All future advances with interest thereon shall be secured by this Security Instrument to the same extent as if such future advances were made on the date of the execution of this Security Instrument, unless the parties shall agree otherwise in writing;

(ii) Any advances or disbursements by Lender made for the benefit or protection of, or the payment of taxes, assessments, maintenance, levies or insurance premiums or costs incurred for the protection of the Premises or the lien of this Security Instrument or by reason of any Event of Default hereunder, and any sums, if any, to enable the completion of any Improvements upon the Property, together with interest on such disbursements as provided herein, shall be secured by this Security Instrument and the other Loan Documents and added to the principal balance of the Notes and collected as a part thereof; and

(iii) This Section is not in limitation of any other rights Lender may have by reason of any statute or under any other Section of this Security Instrument.

(g) Cross-Collateralized. Borrower acknowledges that the Obligations are secured by this Security Instrument together with five (5) additional mortgage, deed of trust or similar security instruments, as the case may be, as more specifically set forth in the Loan Agreement (together with its respective assignment of leases and rents and other documents securing or evidencing the Obligations, collectively, the "Additional Security Instrument") and encumbering the additional property (collectively, the "Additional Property"), as more specifically set forth in the Loan Agreement. Upon the occurrence of an Event of Default, Lender shall have the right to institute a proceeding or proceedings for the total or partial foreclosure of this Security Instrument and the Additional Security Instrument whether by court action, power of sale or otherwise, under any applicable provision of law, for all or any portion of the Obligations and the lien and the security interest created by the Additional Security Instrument shall continue in full

force and effect without loss of priority as a lien and security interest securing the payment of that portion of the Obligations then due and payable but still outstanding. Borrower acknowledges and agrees that the Property and the Additional Property are located in one or more counties, and therefore Lender shall be permitted to enforce payment of the Obligations and the performance of any term, covenant or condition of the Note, this Security Instrument, other Loan Documents or the Additional Security Instrument and exercise any and all rights and remedies under the Note, this Security Instrument, the other Loan Documents or the Additional Security Instrument, or as provided by law or at equity, by one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Lender, in its sole discretion, in any one or more of the counties in which the Property or any Additional Property is located. Neither the acceptance of this Security Instrument, the other Loan Documents or the Additional Security Instrument nor the enforcement thereof in any one county, whether by court action, foreclosure, power of sale or otherwise, shall prejudice or in any way limit or preclude enforcement by court action, foreclosure, power of sale or otherwise, of the Note, this Security Instrument, the other Loan Documents, or any Additional Security Instrument through one or more additional proceedings in that county or in any other county. Any and all sums received by Lender under the Note, this Security Instrument, and the other Loan Documents shall be applied to the Liabilities in such order and priority as Lender shall determine, in its sole discretion, without regard to the appraised value of the Property or any Additional Property.

(h) Trustee/Beneficiary Indemnification. Trustee and Lender shall be indemnified, held harmless and reimbursed by Borrower for any liability, damage or expense, including attorneys' fees and amounts paid in settlement, which Trustee and/or Lender may incur or sustain in the execution of this Security Instrument or in the doing of any act which Trustee and/or Lender are required to or are permitted to do by the terms hereof or by law.

(i) Trustee Substitution. Lender may substitute the Trustee hereunder in any manner now or hereafter provided by law, or in lieu thereof Lender may from time to time, by an instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Lender and recorded in the office of the recorder of the county where the Property is located, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall thereupon and without conveyance from the predecessor Trustee, succeed to all its title, estate, rights, powers and duties. Such instrument must contain the name of the original Borrower, Trustee and Lender hereunder, the book and page where this Security Instrument is recorded, and the name and address of the new Trustee.

(j) Waiver of Homestead Exemption. Borrower hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all Obligations secured by this Security Instrument.

[No further text on this page. Signature page follows.]

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS
SECURITY INSTRUMENT, AND BORROWER AGREES TO ITS TERMS:

MONUMENT REAL ESTATE GROUP, LLC,
a Colorado limited liability company

By: [Signature]
Name: Robert Crum
Title: Manager, Member

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned
Notary Public, personally appeared _____, the _____ of
Monument Real Estate Group, LLC, a Colorado limited liability company, and known to me to be
a member or designated agent of the limited liability company that executed the Security
Instrument and acknowledged the Security Instrument to be the free and voluntary act and deed
of the limited liability company, by authority of statute, its articles of organization or its operating
agreement for the uses and purposes therein mentioned, and on oath stated that he or she is
authorized to execute this Security Instrument and in fact executed the Security Instrument on
behalf of the limited liability company.

By: [Signature]

Notary Public in and for the State of _____

My Commission Expires _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

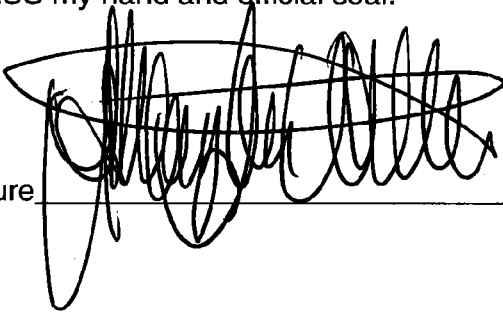
STATE OF CALIFORNIA

COUNTY OF ORANGE

On 09/10/2015 before me, Ashley Ann Wirth, Notary Public, personally appeared Robert M Curry Jr _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A handwritten signature in black ink, appearing to read 'Ashley Ann Wirth', written over a horizontal line.

(seal)

Exhibit A
Legal Description

Tract C, Glenwood Springs Mall Subdivision, County of Garfield, State of Colorado.

Commonly known as property address:

51079 Hwy 6
Glenwood Springs, CO 81601

MMB: 4841-8344-7336, v. 1

GENERAL NOTES
 (NUMBERS BELOW REFERENCE TO THE MAY 17, 1991 LETTER FROM THE ASSISTANT PLANNER, CITY OF GLENWOOD SPRINGS, TO ROGER WILCOX, OWNER'S AGENT, INDICATING ITEMS SUGGESTED AND REQUIRED FOR PLAN APPROVAL.)

2. - - SUBMIT FURTHER REVISIONS TO THE DRAINAGE PLAN AND UTILITY PLAN TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR.

SHEET KA-1 HAS BEEN INCORPORATED ON THIS SHEET. - THE BUILDING FLOOR ELEVATION RAISED. - THE NORTHWEST CORNER OF THE SITE RAISED. - USING THE PLANTERS BETWEEN THE SITE AND THE MALL EASEMENT. UTILITIES ARE INDICATED ON PLAN SHEET 1, PLOT PLAN.

3. - - DESIGNATE AN ADEQUATE SIZED SNOW STORAGE AREA ON THE SITE.

SNOW AREA IS DESIGNATED ON THE SITE.
 PARKING AREA 13277 SF x 1'-0" = 13277 CF SNOW
 13277 CF x 0.5 REMOVAL COMPACTION = 6639 CF SNOW STORED
 AREA PROVIDED 120'-0" x 10'-0" = 1200 SF
 VOLUME PROVIDED 1200 SF x 6'-0" = 7200 CF STORAGE

4. - - STANDARD FIFTEEN FOOT EASEMENT SHALL BE GRANTED ALONG THE NORTHERLY SIDE OF TRACT "C", WITH THE EXISTING UNDERGROUND ELECTRICAL LINE TO BE THE CENTERLINE OF SAID EASEMENT.

THE EASEMENT IS 'INDICATED' ON THIS DRAWING. (PRIOR TO CONSTRUCTION, THE CITY WILL INDICATE THE TYPE OF LINE, CAPACITY, BURIAL DEPTH, AND SURFACE LOCATE THE LINE IN 10'-0" INTERVALS.)

ENGINEERING COMMENTS: (ATTACHED TO LETTER)

1. - - IT IS RECOMMENDED THE SWALE INVERT BE PAVED WITH CONCRETE TO ACHIEVE ACCURATE GRADE CONTROL - -

ENTIRE DRIVING AND PARKING AREA IS A CONCRETE SLAB.

2. MAINTAIN A CURB OPENING AT THE SW CORNER - - CURB OPENINGS ARE (WERE) INDICATED

3. HOW WILL DRAINAGE GET FROM THE SE CORNER - -

ELIMINATED CURB
 (DRAINAGE SHOULD 'FAN OUT' PRIOR TO FLOWING ONTO THE HIGHWAY R.O.W. DRAINAGE SWALE, OTHERWISE IF DIRECTED THE FLOW WILL 'CHANNEL OUT' THE R.O.W. SLOPE.)

4. ROOF DRAINAGE ALWAYS HAS DISCHARGED TO THE SOUTH SIDE

PARKING:
 NEW TIRE STORAGE & CUSTOMER SERVICE
 42.0 x 46.667 = 1960 SF

1960/450 = 5 SPACES
 3 BAYS X 3 SPACES = 9 SPACES
 SPACES REQUIRED 14 SPACES

(NOTE: ADDITIONAL SPACES IF REQUIRED PROVIDED BY ADJACENT MALL PARKING AS PER COVENANT AND AGREEMENT WITH TRACT 'C', GLENWOOD SPRINGS MALL)

LANDSCAPING:

PARKING AREA(S):

N. (165'-4") x 32' = 5152 SF
 E. (120'-8") x 43' = 4916 SF
 S. (36'-4") x 88' = 2816 SF
 S. (21'-4") x 29' = 493 SF

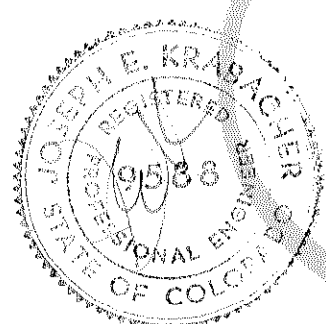
TOTAL 13277 SF x 10% = 1328 SF

PROVIDED:

S. 165' x 4' = 660 SF
 N. (165'-50") x 4' = 460 SF
 NE. 20' x 5' = 100 SF
 W. 4' x 27' = 108 SF

TOTAL 1328 SF

(NOTE: UNLOADING SPACE AND ACCESS SPACE INCLUDED)



* NOTE:
 FREE STANDING SIGN INST.
 WILL BE IDENTICAL TO EXISTING
 INSTALLATION W/ THE EXCEPTION OF PLANTING.
 * CONCRETE + RE-BAR
 FOOTING

RELOCATE FLAG POLES #1

EL. 10.8

EXISTING LANDSCAPING

new 6" curb

transplant existing removed planting

new curb as req'd

new 6" curb

EL. 12.3

EXISTING LANDSCAPING

new 6" curb

transplant existing removed planting

new curb as req'd

new 6" curb

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new 6" curb

transplant existing removed planting

new curb as req'd

new 6" curb

EL. 12.3

EXISTING LANDSCAPING

new 6" curb

12.0 (57/20)

41'-0"

25'-0"

165'-0"

51'-0"

25'-0"

19'-0"

9'-0"

11.0

RELOCATE FLAG POLE #3

PLANTING:

1. 1" russian olive

2. 3 gal. spreading juniper

3. 2 yr. lilac

4. 18" indigenous pitzer

5. shooting yucca

6. pampas clump grass

11.0 = ELEV N 5711.0

EXISTING CONTOUR

11.0 = ELEV N 5711.0

NEW CONTOUR

NOTE:

1. EXISTING CONTOURS & ELEVATIONS AT CORNERS & ELEVATING INLETS ARE APPROVED (AS BUILT) MALL DRAWING SHEET SD-7

2. EXISTING LOT DRAINAGE IS FROM NORTH TO SOUTH TO THE R.O.W. INLETS

3. FLOW LINES ONLY ARE SHOWN ON THE SITE TO BE FORMED BY PAVING VARIATION ON SURFACE

11.5

12.0

12.3

12.6

12.9

13.2

13.5

13.8

14.1

14.4

14.7

15.0

15.3

15.6

15.9

16.2

16.5

16.8

17.1

17.4

17.7

18.0

18.3

18.6

18.9

19.2

19.5

19.8

20.1

20.4

20.7

21.0

21.3

21.6

21.9

22.2

22.5

22.8

23.1

23.4

23.7

24.0

24.3

24.6

24.9

25.2

25.5

25.8

26.1

26.4

26.7

27.0

27.3

27.6

27.9

28.2

28.5

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Planning Commission Report

Date: December 15, 2020
To: Planning and Zoning Commission
From: Gretchen Ricehill, Asst. Director
Subject: #66-20 Code Text Amendments–Title 070
Glenwood Springs Municipal Code

REQUEST	Consideration of various code text amendments to Municipal Code Title 070 Sections including but not exclusive of Sections 070.030, 070.040, 070.060 and 070.070 regarding Use Regulations; Accessory Uses; Landscaping, Screening and Fencing; Off-street Parking; Signs; Administration and Procedures; and Rules of Construction and Definitions. CONTINUED FROM NOVEMBER 17, 2020
APPLICANT	City of Glenwood Springs
OWNER	City of Glenwood Springs
LOCATION	City wide
ZONE	All

This item was continued from the November 17th meeting. Since that time other code changes were added: specifically, changes relating to large and small-scale solar panel installations. These changes are highlighted in red font on the attached chart.

REQUIRED ACTION

Action 1:

Consideration of various code text amendments to Municipal Code Title 070 Sections including but not exclusive of Sections 070.030, 070.040, 070.060 and 070.070 regarding Use Regulations; Accessory Uses; Landscaping, Screening and Fencing; Off-street Parking; Signs; Administration and Procedures; and Rules of Construction and Definitions.

Staff recommends **approval** of amendments to Title 070 as listed on page 3-18 of this report, with findings listed on page 2.

REVIEW AUTHORITY

For actions involving amendments to the Land Use Code, the Planning & Zoning Commission is a recommending body to City Council. All Municipal Code amendments are completed by ordinance, which requires two hearings before City Council.

SUMMARY

In August 2018, the City adopted a new Land Use Development Code which updated a code that had been in place since the 1970s. As staff applies the new code, we continue to find errors that require correction and provisions that need clarification or modification. In this series of amendments, in addition to corrections and modifications, we are also recommending certain new provisions to address issues that were not contemplated under the old 1970s-era Code or the originally approved 2018 update.

In addition to correcting spelling and code reference errors, the list of amendments presented here includes more substantive changes such as

- adding design variance criteria;
- adding requirements for portable storage containers;
- correcting and clarifying sign code requirements; and
- renaming the “Construction Plans” review process

A spreadsheet which details the requested amendments is attached to and made a part of this staff report. The spreadsheet includes an explanation of the issues and the recommended corrections or additions.

For general reference, a link to the [Development Code is provided here](#).

ACTION ALTERNATIVES

Regarding the amendments, the Planning and Zoning Commission may take one of the following actions:

1. Recommend approval of some or all of the amendments;
2. Recommend denial of some or all of the amendments; or,

3. Continue the hearing with a requirement that staff submit changes or provide additional information regarding some or all the amendments.

Staff Recommendation

Staff recommends approval of the amendments as listed on pages 3 through 22 of this report with the following findings:

Recommended Findings:

1. Pursuant to the authority in the Glenwood Springs Municipal Charter and Colorado Revised Statutes §29-20-101 et seq., and §31-23-301 et seq., as amended the City of Glenwood Springs has the authority to plan for and regulate the use of land within the municipality and to regulate and restrict the height, number of stories, and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts, and other open spaces, the density of population, the height and location of trees and other vegetation, and the location and use of buildings, structures, and land for trade, industry, residence, or other purposes.
2. The proposed text amendments-
 - a. Are consistent with the Comprehensive Plan and other City policies;
 - b. Do not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
 - c. Are necessary to address a demonstrated community need;
 - d. Are necessary to respond to substantial changes in conditions and/or policy; and
 - e. Are consistent with the general purpose and intent of this Code.

Title 070 Adoption Draft
Glenwood Springs Development Code
Errata Sheet
Post Adoption Amendments
Text being deleted is ~~stricken~~; added text is **bold and underlined**

	Code Reference	Error	Correction																																	
1	General – throughout Code	Currently there are many references to “Appea”. Correct spelling of “Appeal”.	Correct spelling.																																	
2	070.020.020(c) Table 020.4 Summary of Other Nonresidential Dimensional Standards	In the HP-Hillside Preservation section there is an incorrect reference to the maximum density that does not correspond to the actual zoning requirement.	<table><tr><td>Lot Standards</td><td>...</td><td>HP</td></tr><tr><td>...</td><td>...</td><td></td></tr><tr><td>Density, maximum</td><td>...</td><td>Areas on a lot with slopes up to 20 percent: 1 du/10,000 <u>5,000</u> sf Areas on a lot with slopes greater than 20 percent: see 070.040.020(b)</td></tr><tr><td></td><td></td><td></td></tr></table>				Lot Standards	...	HP	...	...		Density, maximum	...	Areas on a lot with slopes up to 20 percent: 1 du/ 10,000 <u>5,000</u> sf Areas on a lot with slopes greater than 20 percent: see 070.040.020(b)																					
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3	070.030.020 Use Regulations – Table of Allowed Uses – Table 030.1	Under the Public, Institutional, and Civic Uses there is a “Civic building” use. There are several civic-related sites that do not include buildings, such as the city’s recycling center. Staff recommends changing the use to “Civic Facility”.	<table><tr><td colspan="4">Table 030.1: Table of Allowed Uses</td></tr><tr><td>Use Category</td><td>Use Type</td><td></td><td></td></tr><tr><td>...</td><td>...</td><td></td><td></td></tr><tr><td colspan="4">Public Institutional, And Civic Uses</td></tr><tr><td rowspan="3">Community and Cultural Facilities</td><td>Assembly</td><td></td><td></td></tr><tr><td>Civic building <u>facility</u></td><td></td><td></td></tr><tr><td>...</td><td></td><td></td></tr><tr><td>...</td><td>...</td><td></td><td></td></tr></table>				Table 030.1: Table of Allowed Uses				Use Category	Use Type			...	...			Public Institutional, And Civic Uses				Community and Cultural Facilities	Assembly			Civic building <u>facility</u>			...			...	...		
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4	070.030.020 Use Regulations – Table of Allowed Uses – Table 030.1	There are several Code provisions that regulate outdoor storage and application of these regulations is confusing and uncertain. Outdoor Storage, Accessory is defined as: <i>“The incidental keeping of goods, materials, or equipment in a location not enclosed by walls and a roof.”</i> The Use Table 030.1 includes “Outdoor Storage, Accessory” as a <u>special review use</u> in most of the commercial and industrial zoning districts. The Accessory Uses and Structures section (070.030.040) states that Outdoor Storage associated with a primary use or structure is prohibited. Yet several use definitions include provisions for storage such as retail sales, maintenance and repair services, vehicle & equipment sales/service, industrial services. and manufacturing & production. And finally, the Landscaping, Screening and Fencing (Section	Table 030.1: Table of Allowed Uses <table><tr><th>Use Category</th><th>Use Type</th><th>...</th><th>Use Specific Standards</th></tr><tr><td>...</td><td>...</td><td></td><td></td></tr><tr><td colspan="4">Accessory Uses</td></tr><tr><td rowspan="4"></td><td>Backyard Chickens</td><td></td><td></td></tr><tr><td>...</td><td></td><td></td></tr><tr><td>Outdoor storage, accessory</td><td></td><td></td></tr><tr><td>....</td><td></td><td></td></tr></table>	Use Category	Use Type	...	Use Specific Standards	...	...			Accessory Uses					Backyard Chickens			...			Outdoor storage, accessory					
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		70.040.050(f)(1)b) requires screening of outdoor storage areas when in view of public rights-of-way by adding dense landscaping, constructing landscaped berms, or constructing a 6- foot tall screening fence. This brings up a question regarding process – Do we require a special use permit even if a business screens the storage area? Staff believes that if the outdoor storage is properly screened and otherwise meets the Code requirements, the property owner should not also have to obtain a special use permit. Staff recommends deleting “Outdoor Storage, Accessory” from the use table. If an owner does not want to provide the required screening, they have the option of applying for a variance.																																																																										
5	070.030.020 Use Regulations – Table of Allowed Uses – Table 030.1	There is a related issue regarding the use of portable storage containers (shipping or Conex containers). Staff believes that these should be classified as	<table><tr><th colspan="18">Table 030.1</th></tr><tr><th>Use Category</th><th>Use Type</th><th>RR</th><th>RL</th><th>RM1</th><th>RM2</th><th>RH</th><th>RT</th><th>M1</th><th>M2</th><th>M3</th><th>CO</th><th>RE</th><th>I1</th><th>I2</th><th>IN</th><th>HP</th><th>Use Specific Standards</th><th>Required Minimum Parking</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																		Table 030.1																		Use Category	Use Type	RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP	Use Specific Standards	Required Minimum Parking																			
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	outdoor storage, and that they be screened from view of public rights-of-way and adjacent residential uses. Staff also recommends that their use undergo an administrative review. In many cases, the impact of these containers, especially multiple containers, is no different than constructing a building. For example, city staff needs to assess – • how the placement of the container(s) affects on-site drainage • whether the container(s) observes zone district setback requirements • if the container(s) is outside of easement areas • whether the container(s) blocks any access areas, including fire access; • if the container(s) occupies any required parking spaces; and • Establishing a limit on the number, size and/or square footage of containers on a parcel. Portable storage container shall be defined as: any temporary,	<table><tr><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td></tr><tr><td>...</td><td>Outdoor storage accessory <u>Portable storage containers</u></td><td></td><td></td><td></td><td></td><td></td><td></td><td><u>P</u></td><td></td><td><u>P</u></td><td><u>P</u></td><td><u>P</u></td><td><u>P</u></td><td><u>P</u></td><td><u>P</u></td><td></td><td><u>070.030.040(d)(4)</u></td><td></td></tr><tr><td>....</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <u>070.030.040(d) Additional Standards for Specific Accessory Uses and Structures</u> <u>(4) Portable Storage Containers</u> <u>a. Applicability</u> <u>The following requirements, standards and restrictions are in addition to the requirements of 070.030.040(c)-General Standards for Accessory Uses and Structures and shall apply to all outdoor portable storage containers.</u> <u>b. Exceptions</u> <u>Portable storage containers may be temporarily placed on construction sites for storage incidental to an active construction or remodeling project subject to the following:</u> 1. <u>A building permit has been issued for construction on site and the permit has not expired; and</u> 2. <u>The portable storage container is removed once the construction is completed and a Certificate of Occupancy has been issued in accordance with Title 060-Construction Building Codes and Regulations, or once the building permit has expired, whichever occurs first.</u> <u>c. Where Permitted</u> <u>Portable storage containers are allowed in zoning districts according to Table 030.1, Table of Allowed Uses.</u> <u>d. Location</u> 1. <u>Portable storage containers shall be located at the rear or side of a principal building.</u> 2. <u>Portable storage containers shall not be located within circulation aisles, fire lanes, easement areas, or public rights-of-way;</u> 3. <u>Portable storage containers may be located within parking areas provided that the containers do not occupy any required parking space.</u> 4. <u>Portable storage containers shall not be located within any required landscaped or common open space areas.</u>	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Outdoor storage accessory <u>Portable storage containers</u>							<u>P</u>		<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>070.030.040(d)(4)</u>																				
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		transportable, movable or portable container which is delivered to and placed outdoors on private property for storage purposes. A portable storage container does not include a refuse container.	<u>e. Number and Size</u> 1. <u>The size of any portable storage container shall not exceed sixteen feet in length by eight feet in width by eight feet in height.</u> 2. <u>In no case shall the total number of portable storage containers on site exceed 1,000 square feet [NOTE: THIS ALLOWS UP TO 6 8 X 16-SIZED CONTAINERS].</u> <u>f. Screening Required</u> <u>When visible from a customer parking area, public rights-of-way, or adjacent residential uses or zoning districts, portable storage containers shall be screened from view using any one or a combination of fences, walls, berms, or landscaping that is at least six feet in height and provides a permanent opaque, year-round screen. Fences and walls shall conform to the requirements of 070.040.050(f) Screening, Fences, and Walls.</u>																																																																											
6	070.010.070 Nonconformities; 070.030.020 Use Regulations – Table of Allowed Uses – Table 030.1	Currently the land use code does not address small and large-scale solar energy installations. These uses are defined as: Small scale A roof, ground, or wall mounted device and/or system that collects and converts the sun’s radiant energy into thermal, chemical, mechanical, or electrical energy. Net Metered Residential solar systems are limited to an installed capacity of 10 KW. Net Metered Commercial solar systems are limited to an installed capacity of 25 KW. Large scale A roof, ground, or wall mounted device and/or system that collects and converts the sun’s radiant	070.010.070 Nonconformities ... (c) Nonconforming Uses (1) Limitations on Continuation of Nonconforming Uses of Land or Structures ... b. Any existing occupied single-family residential dwelling that is deemed to be a nonconforming use may make improvements to the main and accessory structures so long as improvements do not increase the degree of nonconformity or increase the height or building footprint. <u>Roof-mounted Small Scale Solar Energy Systems may increase the height of a nonconforming structure by five feet. Properties designated as a landmark or proposed landmark, or in a designated or proposed historic district shall first obtain a Landmark Alteration Certificate as required in 070.050.040.</u> 070.030.020 - Table 030.1 INDUSTRIAL USES <table><tr><th>Use Category</th><th>Use Type</th><th>RR</th><th>RL</th><th>RM1</th><th>RM2</th><th>RH</th><th>RT</th><th>M1</th><th>M2</th><th>M3</th><th>CO</th><th>RE</th><th>I1</th><th>I2</th><th>IN</th><th>HP</th><th>Use Specific Standards</th><th>Required Minimum Parking</th></tr><tr><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td></tr><tr><td rowspan="2">Utilities</td><td>...</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Geothermal heat exchange</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Use Category	Use Type	RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP	Use Specific Standards	Required Minimum Parking	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	Utilities	...																		Geothermal heat exchange																	
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		energy into thermal, chemical, mechanical, or electrical energy. Recommended changes include adding and clarifying definitions, adding these types of installations in the land use table, and clarifying that nonconforming structures may be improved to include solar panels. Regarding changes to the land use table, Large scale solar system is added as a special review under the Industrial Use heading, Utility use category in the commercial and industrial zoning districts. This recommendation also includes adding a requirement that 20% of the parcel be landscaped and that it be placed to screen the installation from view of adjacent residential uses and public rights-of-way. Small scale solar system is added as a permitted accessory use in all zoning districts.	<table><tr><td></td><td><u>Solar Energy System, Large Scale</u></td><td></td><td></td><td></td><td></td><td></td><td><u>S</u></td><td><u>S</u></td><td><u>S</u></td><td><u>S</u></td><td><u>S</u></td><td><u>S</u></td><td><u>S</u></td><td><u>S</u></td><td><u>S</u></td><td><u>S</u></td><td><u>070.030.030(f)(5)</u></td><td><u>No Requirement</u></td></tr><tr><td></td><td>...</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> ... 070.030.030 Use-Specific Standards ... (f) Industrial Uses ... <u>(5) Solar Energy System, Large Scale</u> <u>a. A minimum of 20 percent of the site shall consist of landscaped areas. Use of pollinator plants is encouraged.</u> <u>b. This use shall be screened from view of adjacent residential uses or districts, and from public rights-of-way pursuant to 070.040.050(f)(1)d, Screening Mechanical and Utility Equipment.</u> Table 030.1 ACCESSORY USES <table><tr><th>Use Category</th><th>Use Type</th><th>RR</th><th>RL</th><th>RM1</th><th>RM2</th><th>RH</th><th>RT</th><th>M1</th><th>M2</th><th>M3</th><th>CO</th><th>RE</th><th>I1</th><th>I2</th><th>IN</th><th>HP</th><th>Use Specific Standards</th><th>Required Minimum Parking</th></tr><tr><td></td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td><td>...</td></tr><tr><td></td><td>Parking Structure</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td><u>Solar Energy System, Small Scale</u></td><td><u>P</u></td><td><u>P</u></td><td><u>P</u></td><td><u>P</u></td><td><u>P</u></td><td><u>P</u></td><td><u>P</u></td><td><u>P</u></td><td><u>P</u></td><td><u>P</u></td><td><u>P</u></td><td><u>P</u></td><td><u>P</u></td><td><u>P</u></td><td><u>P</u></td><td></td><td></td></tr><tr><td></td><td>...</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>		<u>Solar Energy System, Large Scale</u>						<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>070.030.030(f)(5)</u>	<u>No Requirement</u>		...																		Use Category	Use Type	RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP	Use Specific Standards	Required Minimum Parking		...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...		Parking Structure																			<u>Solar Energy System, Small Scale</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>				...																	
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7	070.030.040 Accessory Uses	(c) General Standards for Accessory Uses and Structures	070.030.040 Accessory Uses and Structures ...																																																																																																																																					

	and Structures	(4) Size of Accessory Structures Unless otherwise stated in the Code, the maximum size for an accessory structure shall be 1,000 square feet. The maximum total for all accessory structures on a lot shall be 1,000 square feet. The issue is the maximum total of 1,000 square foot limit for all accessory structures on a parcel. There are other sections of the Code that address or limit lot coverage: • Accessory structures must observe zoning district setback requirements. If located in a required rear yard, accessory structures cannot cover more than 40% of that required rear yard. • Residential design standards limit total lot coverage for infill development. These standards also include design requirements for single- and multi-family detached garages. In fact, the multi-family section discusses design were banks of freestanding	(c) General Standards for Accessory Uses and Structures ... (4) Size of Accessory Structures Unless otherwise stated in this Code, the maximum size for an accessory structure shall be 1,000 square feet. The maximum for all accessory structures on a lot shall be 1,000 square feet. Note: all following paragraphs in this section will have to be renumbered.
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		garages exceed 90 feet in length. Clearly this footprint would exceed the 1,000 square foot maximum. Although the Accessory Uses and Structures section includes the statement: “Unless otherwise stated in the Code”, staff recommends deleting the 1,000 square foot limitation on accessory structures.	
8	070.030.040 Accessory Uses and Structures	(c) General Standards for Accessory Uses and Structures (6) Outdoor Storage. Outdoor storage associated with any accessory use or structure is prohibited. Issue: Staff recommends deleting this provision as we are uncertain as to what it is trying to regulate. Backyard Chickens, Home Occupation, Parking Structure and Warehousing are accessory uses, as is outdoor storage.	070.030.040 Accessory Uses and Structures ... (c) General Standards for Accessory Uses and Structures ... (6) Outdoor Storage. Outdoor storage associated with any accessory use or structure is prohibited.
9	070.030.040 Accessory Uses	(d) General Standards for Accessory Uses and Structures	(d) General Standards for Accessory Uses and Structures

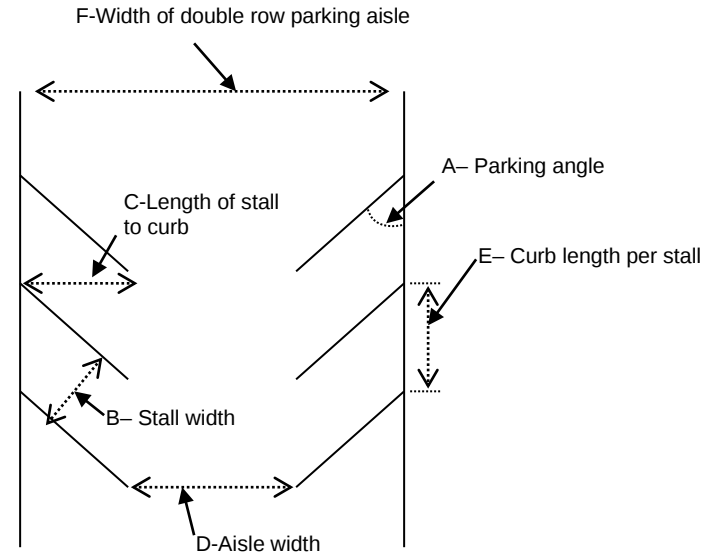
	and Structures	(1)g Number and Size of Accessory Dwelling Units. Issue: There is an incorrect citation in paragraph (1)g4.	(1) Accessory Dwelling Units ... g. Number and Size of Accessory Dwelling Units. Accessory dwelling units shall comply with all of the following: ... 4. Unit Size Exception. The limitations of f.3 g.3 above shall not apply to Accessory Dwelling Units located within the footprint of an existing home as long as the Accessory Dwelling Unit is not larger that 50% of the existing structure, including the basement, up to the maximum allowed gross floor area in f.2 g.2 . For example, if a home has a 1,000 square foot basement, an Accessory Dwelling Unit could be established in this space if the principal dwelling also contains at least 1,000 square feet.						
10	070.040.020 Sensitive Area Protection (b) Hillside Development	Hillside development standards apply when slopes exceed 20%. Table 040.1 includes density allowances based on slope categories of 20 to 25% and 25 to 30%. This correction is to clarify that the average slope is <u>in excess</u> of 20%, and <u>in excess</u> of 25%.	Table 040.1: Allowed Residential Development <table><tr><td>Average Slope of Overall Site (within LOD)</td><td>Residential Allowable Units</td></tr><tr><td><u>In excess of</u> 20% to 25%</td><td>...</td></tr><tr><td><u>In excess of</u> 25% to 30%</td><td>...</td></tr></table>	Average Slope of Overall Site (within LOD)	Residential Allowable Units	<u>In excess of</u> 20% to 25%	...	<u>In excess of</u> 25% to 30%	...
Average Slope of Overall Site (within LOD)	Residential Allowable Units								
<u>In excess of</u> 20% to 25%	...								
<u>In excess of</u> 25% to 30%	...								
11	070.040.020 Sensitive Area Protection (d) Development in Waterways and Areas of Special Flood Hazard	Issue: Paragraph (14)f of the Variance Procedures contains a citation from the original code.	070.040.020 Sensitive Area Protection ... (d) Development in Waterways and Areas of Special Flood Hazard ... (14) Variance Procedure ... f. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, provided that the requirements of 070.090.130 070.040.020(d)(13) have been fully considered. As the lot size increases beyond the one-half acre, the technical justifications required for issuing the variance increases.						

12	070.040.050(b) Landscaping, Screening, and Fencing - Applicability	Except for planting street trees and complying with fence requirements, single-family and duplexes are not required to meet the landscaping and screening requirements. This Landscaping & Screening section of the code also includes retaining wall design requirements such as maximum wall height, terracing, articulation, type and color of materials. Staff recommends that single family and duplex homes also comply with the retaining wall design requirements which among other things addresses terracing, articulation when walls exceed 30 feet, and materials compatible with the primary building and surrounding environment.	070.040.050 Landscaping, Screening, and Fencing .. (b) Applicability ... (2) Exemptions a. Single- and two-family residential uses except 070.040,050(d), <i>Streetscape Requirements</i> and <u>070.040.050(f)(2), Fence Standards, and 070.040.050(f)(3) Retaining Wall Standards.</u>																		
13	070.040.060 Off-street Parking and Loading	This section of the code includes Table 040.9 detailing parking stall and aisle dimension requirements. Also included is Figure 40.10 illustrating those requirements.	Delete Table 040.9 and Figure 040-10 and renumber all subsequent tables and figures. <table><tr><th colspan="6">Table 040.9: Parking Space and Drive Aisle Layout</th></tr><tr><th>A</th><th>B</th><th>C</th><th>D</th><th>E</th><th>F</th></tr><tr><td>Parking Angle (in degrees)</td><td>Stall Width</td><td>Length of Stall to Curb</td><td>Aisle Width</td><td>Curb Length per Stall</td><td>Width of Double Row with Aisle</td></tr></table>	Table 040.9: Parking Space and Drive Aisle Layout						A	B	C	D	E	F	Parking Angle (in degrees)	Stall Width	Length of Stall to Curb	Aisle Width	Curb Length per Stall	Width of Double Row with Aisle
Table 040.9: Parking Space and Drive Aisle Layout																					
A	B	C	D	E	F																
Parking Angle (in degrees)	Stall Width	Length of Stall to Curb	Aisle Width	Curb Length per Stall	Width of Double Row with Aisle																

The related text however refers the reader to the Engineering Standards. Staff recommends deleting the table and figure to avoid duplication and possible confusion in the event the Engineering Standards are amended in the future. This also requires renumbering of all subsequent tables and figures in Title 070.

0°	8 feet 6 inches	22 feet	12 feet	22 feet	29 feet
10°	9 feet	9 feet	12 feet	23 feet	30 feet
20°	9 feet	15 feet	11 feet	26 feet 3 inches	41 feet
30°	9 feet	17 feet 3 inches	11 feet	18 feet	45 feet 6 inches
45°	9 feet	19 feet 8 inches	13 feet	12 feet 7 inches	52 feet 5 inches
60°	9 feet	21 feet	18 feet	10 feet 4 inches	60 feet
70°	9 feet	21 feet	19 feet	9 feet 6 inches	61 feet
80°	9 feet	20 feet 3 inches	24 feet	9 feet 1 inch	64 feet 3 inches
90°	9 feet	19 feet	24 feet	9 feet	62 feet
Compact (90°)	8 feet	16 feet	24 feet	9 feet	56 feet

Figure 40-10: Parking Stall and Aisle Dimension Measurements



14	070.040.060 Off-Street Parking and Loading	(e) Parking Alternatives This section allows the Director to approve certain alternatives to providing on-site parking. The maximum allowed reduction is 30%. Issue: Since this provision was added to the code, developers have assumed that the parking reduction is automatically applied and approved. Staff recommends clarification that consideration of the reduction is not automatic.	070.040.060 ... (e) Parking Alternatives <u>The developer of a property may submit an application to the Director requesting consideration of alternatives</u> may adjust or approve alternatives to the off-street parking spaces required by Table 030:1: Table of Allowed Uses, pursuant to the following standards: ... (4) On-Street Parking The Director may approve reduced off-street parking requirements on a one-to-one basis for on-street parking spaces adjacent to a proposed development. <u>When considering the use of on-street parking, the Director shall consider existing on-street parking demands in the vicinity of the proposed development.</u> The on-street parking spaces shall be available for public use. Elimination of on-street parking for any reason may result in a requirement for the applicant to provide additional off-street parking to comply with this Code.
15	070.040.110 Signs (d) Signs Not Requiring a Permit	When adopting the new Code “window signs” were inadvertently omitted. The old code did not regulate window signs and staff recommends that this be carried forward in the new code.	070.040 Development Standards ... 070.040.110 Signs ... (d) Signs Not Requiring a Permit ... <u>(19) Window signs</u> <u>Signs displayed in or upon a window. Such displays shall not contain flashing lights visible from a public street.</u> (19) <u>(20)</u> Yard Signs ...
16	070.040.110 Signs (d) Signs Not Requiring a Permit And	In the Sign Code, there is a circular issue related to the display of yard signs that needs correcting.	070.040 Development Standards ... 070.040.110 Signs ... (d) Signs Not Requiring a Permit

	(f) Temporary Sign Standards	Section (d) provides a list of signs that do not require a permit. Paragraph 19 specifically addresses Yard Signs: <i>Yard signs, except for temporary yard signs, are allowed without a sign permit pursuant to...</i> The section goes on to list the size, location, and duration of display requirements. Temporary Signs in paragraph (f) specifically states that the standards <u>do not apply to temporary yard signs.</u> In short, there is no definition of, and no standards or requirements for “temporary yard signs”. Staff simply recommends deleting the reference to “temporary yard signs”. By doing so, as long as yard signs comply with the location, duration (90 days per year) and size requirements, they do not require a sign permit.	... (19) Yard Signs a. Yard signs,except for temporary yard signs, are allowed without a sign permit pursuant to the following: (f) Temporary Sign Standards ... (2) Generally a. Temporary signs,except for temporary yard signs, shall not be displayed for more than 45 days prior to the start of an event or more than 45 days after the conclusion of an event; b. Temporary signs,except for temporary yard signs, shall be limited to three times per calendar year per property for single-tenant properties and three times per calendar year per tenant for multi-tenant properties.
17	070.040.110 Signs (i) Summary of Permanent Sign Standards	(3) Nonresidential Uses in Residential Zone Districts. This section includes dimensional and location standards for	070.040 Development Standards ... 070.040.110 Signs ... (i) Summary of Permanent Sign Standards

		nonresidential uses in residential zoning districts. One sign is allowed per property and limited to 10 square feet, and 42 inches in height. The issue is that this does not account for the wide variety of commercial uses allowed in the RT-residential transitional zoning district. By way of example, Valley View Hospital is located in the RT zone. Each time the hospital needs to add signage, it is required to seek a variance from the sign standards. Staff recommends exempting the RT zone from these standards which would allow all commercial uses to comply with the permanent sign standards applicable to all commercial uses across the city. Other permitted commercial uses in the RT zone include offices, banks, personal service establishments less than 1500 sf, general retail less and 1500 sf. A number of other commercial uses are allowed in the RT zone by special review.	... (3) Nonresidential Uses in Residential Zone Districts. <u>Except for nonresidential uses in the RT-Residential Transitional zoning district,</u> nonresidential uses shall be allowed signage subject to the requirements of a through d below. Home occupation signs shall not be considered nonresidential uses for purposes of this subsection.

18	070.060.050 Administration and Procedures – Development Permits	(c) Construction Plans At issue is the name “Construction Plans” which causes applicant and city staff confusion. Prior to adopting the new code, applicants were required to provide nearly complete (100%) architectural and civil plans. With the adoption of the new code, fewer details are required up front. The intent is to allow a project to be reviewed in concept without the applicant having to spend a significant amount of money in design without the assurance that the project would be approved. After a project is approved but before submission of a building permit, the applicant is required to submit a Construction Plans application for staff-level review. This intermediary step is designed to ensure that the development meets the conditions of approval, in particular the Engineering Standards requirements before the applicant submits a building permit. At this stage plans are approximately 80-90% complete.	070.060 Administration and Procedures ... 070.060.050 Development Permits ... (c) Construction Plans <u>Technical Plans Review</u> Additionally, staff will word search the code to remove “Construction Plans” and replace with “Technical Plans Review”.
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		However, the name “Construction Plans” confuses both the applicant and the city’s reviewing departments. Some believe that the plans are building permit ready, final plans. In a few instances, applicants have completely by-passed this intermediary step and tried to submit their building permit application. Staff recommends changing the name to “Technical Plans Review”.	
19	070.060.050 Administration and Procedures – Development Permits (d) Location and Extent Review	Issue: As the code is currently written, a location and extent review application is required when any project, regardless of size, is proposed by a public entity. All location and extent applications are reviewed by the Planning and Zoning Commission. Staff recommends establishing an administrative review for those projects that are less than 10,000 square feet gross floor area which is consistent with the site/architectural review threshold for an administrative review.	070.060 Administration and Procedures ... 070.060.050 Development Permits ... (d) Location and Extent Review ... (3) Location and Extent Procedure a. Figure 060-10 identifies the applicable steps from the common review procedures in 070.060.030 that apply to the location and review. Additions or modifications to the common review procedures are noted below. <u>Projects that are less than 10,000 square feet gross floor area are subject to staff review following procedures in 070.060,030(e)- Staff Review and Action. In reviewing the proposed location and extent application, the Director shall consider the Location and Extent Approval Criteria in 070.060.050(e)(3)e.3.</u>

20	070.060.070 Administration and Procedures – Flexibility and Relief Procedures (a) Variance	Issue: The new code was adopted with a strict set of seven 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). In applying the new Code, the Commission realized that there is some benefit to having some flexibility especially when addressing variances from certain design standards. The Commission held workshops in July, August and September to consider a separate set of criteria for deviations from the following design/development standards: • Residential and non-residential design standards • Parking area landscaping standards • Landscaping, screening & fencing requirements	070.060.070 Flexibility and Relief Procedures (a) Variance ... (3) Variance Procedure ... e. Planning Commission Review and Decision 1. Review and Decision i. The Planning Commission shall review the variance application and shall approve, approve with conditions, or deny the variance in accordance with 070.060.030(g) and the criteria in paragraph 2 <u>or 3</u> below. The Planning Commission may also remand the application back to the Director for further consideration. ... 2. Variance Approval Criteria <u>Except as provided in paragraph 3 below, in</u> in reviewing a variance application, the Planning and Zoning Commission shall find that all of the following exist: i. The subject property has an exceptional shape, topography, building configuration or other exceptional site condition that is not a general condition throughout the zone district; ii. The strict application of the Code standards for which a variance is sought would produce undue hardship; iii. The applicant did not create the hardship by his/her own actions; iv. The variance requested does not harm the public and does not impair the intent or purposes of this Code, goals, and policies, including the specific regulation for which the variance is sought; v. The variance request demonstrates exceptional hardship not related to purposes of convenience or financial burden; vi. The variance request will not violate building or fire code requirements; and vii. The variance is the minimum variance that will afford relief of the subject standards of the Code. 3. <u>Design Variance Approval Criteria</u> <u>In reviewing a variance application from 070.040.050, Landscaping, Screening, and Fencing; 070.040.060(h)(6), Parking Area Landscaping; 070.040.080, Residential Site and Building Design; and 070.040.090, Non-Residential and Mixed-Use Site and Building Design, the Planning and Zoning Commission shall find that the variance request meets all of the criteria listed in Section A, and at least four of the criteria listed in Section B:</u> <table><tr><td><u>Section A</u> <u>All design variances shall meet the following criteria:</u></td><td><u>AND</u></td><td><u>Section B</u> <u>At least four of the following criteria</u></td></tr></table>	<u>Section A</u> <u>All design variances shall meet the following criteria:</u>	<u>AND</u>	<u>Section B</u> <u>At least four of the following criteria</u>
<u>Section A</u> <u>All design variances shall meet the following criteria:</u>	<u>AND</u>	<u>Section B</u> <u>At least four of the following criteria</u>				

22	070.070.020 Definitions of Use Categories and Specific Use Types	Staff recommended adding large and small-scale solar energy systems to the Land Use Table. These terms are currently undefined.	070.070.020 Definitions of Use Categories and Specific Use Types ... (d) Industrial Uses ... (6) Utilities ... c. Wastewater Treatment Facility <u>Solar Energy System, Large-Scale</u> <u>A roof, ground, or wall mounted device and/or system that collects and converts the sun’s radiant energy into thermal, chemical, mechanical, or electrical energy.</u> d. Wind Power Generation <u>Wastewater Treatment Facility</u> ... <u>e. Wind Power Generation</u> ... (e) Accessory Uses and Structures ... e. <u>Solar Energy System, Small-Scale</u> <u>A roof, ground, or wall mounted device and/or system that collects and converts the sun’s radiant energy into thermal, chemical, mechanical, or electrical energy. Net Metered Residential solar systems are limited to an installed capacity of 10 KW. Net Metered Commercial solar systems are limited to an installed capacity of 25 KW.</u>
23	070.070.020 Definitions of Use Categories and Specific Use Types	Issue: staff recommends removing “outdoor storage, accessory” from the land use table and replacing it with “portable storage containers”. The definition of outdoor storage will be moved to 070.070.030 <i>All Other Terms Defined</i> (see below).	c. Outdoor Storage, Accessory The incidental keeping of goods, materials, or equipment in a location not enclosed by walls and a roof. <u>Portable Storage Container</u> <u>Any temporary, transportable, movable or portable container which is delivered to and placed outdoors on private property for storage purposes. A portable storage container does not include a refuse container.</u>

24	070.070.030 All other Terms Defined	This recommended change to the Lot Coverage definition clarifies that ground mounted solar panels are not included in the calculation.	Lot Coverage The percentage of a lot area occupied by the ground area of principal and accessory buildings or structures <u>excepting the percentage covered by ground-mounted Small Scale Solar Energy Systems.</u>
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