



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
JANUARY 16, 2025
101 W. 8TH STREET
6:15 p.m.

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

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

ATTENTION: To ensure your written comments are included in the City Council packet, public comments must be received by 4 p.m. on the day before City Council meetings. Comments may be submitted to ryan.muse@cogs.us.

Written comments may be submitted after this deadline and will be shared via email to City Council but are not guaranteed to make it into the meeting packet. Submit comments at any time directly to City Council via email at citycouncil@cogs.us.

WORK SESSION

3:00	1. South Bridge Financing Workshop	Information/Discussion
3:45	2. Housing Priorities	Information/Discussion
	A. Accessory Dwelling Unit Incentives	
	B. Mobile Home Preservation	
	C. Regulatory Standards	
4:45	3. Enhanced Sales Tax Incentive	Information/Discussion
5:15	Break to get dinner	
5:30	4. Regulation of Natural Medicine Businesses	Information/Discussion

ZOOM INSTRUCTIONS

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/82052989686>

Phone one-tap:

+17193594580,,82052989686# US

+16699006833,,82052989686# US (San Jose)

Join via audio:

+1 719 359 4580 US +1 669 900 6833 US (San Jose) +1 253 205 0468 US +1 253 215 8782 US (Tacoma)

If joining by phone, press *9 to raise your hand.

Webinar ID: 820 5298 9686

International numbers available: <https://us02web.zoom.us/j/82052989686>

REGULAR SESSION

- | | | |
|------|--|--|
| 6:15 | 5. Roll Call | |
| | 6. Agenda Changes & Conflicts | |
| | 7. Council Announcements | |
| | 8. Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes) | |
| | 9. Council Response to Citizen Comments | |
| | 10. Consent Agenda | |
| | A. January 2, 2025 Council Minutes | |
| | B. River Commission Youth Representative Appointment | |
| | C. Downtown Development Authority Appointment | |
| | D. Award Request for Proposal 2024-25P Downtown Solid Waste and Recycling Services | |

- E. City Manager Employment Contract
- F. Tourism Management Board Appointments and Reappointments Discussion and/or Action

ACTIONS AND/OR PRESENTATIONS

- 11. Glenwood Springs Historical Society Budget Discussion and/or Action
- 12. Community Center Event regarding Local Government Participation Information/Discussion
- 13. Ordinance 2025-02; Changing the Name of the Street Tax Fund Discussion and/or Action
- 14. Ordinance 2025-03 Budget Amendment #1 for 2025. (ONE READING) Discussion and/or Action
- 15. Planning File 34-24 Preliminary Plat and Planning File 36-24 Residential Minor Site and Architectural Plan Discussion and/or Action
- 16. Sales Tax Rebate Request from the Meadows Discussion and/or Action
- 17. Council Comments
- 18. Report from City Administration
 - A. City Manager
 - B. City Attorney
 - C. Correspondence Incoming/Outgoing
- 19. City Council Social Event Location
- 20. Adjournment

View the City of Glenwood Springs Accessibility Policy at [cogs.us/ADA](https://www.cogs.us/ADA). - Ver el Póliza de Accesibilidad de la Ciudad de Glenwood Springs en www.cogs.us/ADA



City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2025

Agenda Item: South Bridge Financing Workshop

Action NA

Requested:

Department: Engineering

Presented By: Ryan Gordon

Strategic Goals: Preserve and Improve Infrastructure

Background Info: The South Bridge Project has progressed significantly since the last major update/work session. At the last major update, project elements that were changed or redesigned such as the bridge type, removal of the runway tunnel and roadway modifications were presented to Council which has accounted for significant cost savings and has resulted in significant project enhancements. Staff has worked to find additional cost savings which include:

1. Raise Airport Road at the end of the runway resulting in:
 - a. Reduced excavation
 - b. Reduced retaining wall height
 - c. Lessen slope of road connections
 - d. Increased usage area for the airport needs
2. Maintain current light and access at CR 154/Hwy 82 intersection for properties to the east of the intersection resulting in:
 - a. Elimination of 2 large retaining walls
 - b. Elimination of long access road to properties
3. Deletion of the concrete sound walls at Cardiff Glen
 - a. Based on preliminary findings, a sound wall is not needed (to be confirmed in the coming weeks).
 - b. In lieu of a 12-15ft high concrete sound wall, we are looking at a fence located at the back of the sidewalk and additional landscaping to mitigate some of the issues created by the project to the neighborhood.
4. Reduction in Right-Of-Way and Permanent Easements

Staff is working to find additional project savings but we have essentially realized most if not all of the significant project savings.

Costs

Prior to our initial redesign effort, the total project costs were somewhere around \$105M. After incorporating the redesign efforts previously mentioned, the cost of the project is \$80M-\$85M. Staff will provide additional details on costs to council at the work session.

Funding

The project has multiple funding streams including Congressional earmarks and which require a local matching in varying percentages, but typically 20%. In addition to the federal monies, RFTA has allocated funds to the project. The table below shows funding streams and also shows the anticipated spending against the grant (i.e. design) , and the remaining funds available for ROW/easement acquisition and construction.

Table 1: South Bridge Funding

Source	Non-Local Funding	GWS Funding	Total
Congressionally Directed Earmarks	\$3,381,808	\$744,352	\$4,126,160
Rural Surface Federal Grant	\$49,682,927	\$12,420,732	\$62,103,659
RFTA Destination 2040 Allocation	\$4,000,000	\$0	\$4,000,000
Design	\$0	\$2,041,840	\$2,041,840
Total	\$53,064,735	\$13,165,084	\$68,187,979

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff NA

Recommendation

:



City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2025

Agenda Item: Housing Priorities

Action Requested: Discussion only.

Department: Economic and Community Development

Presented By: Hannah Klausman, Kevin Rayes, Watkins Fulk-Gray

Strategic Goals: Provide Efficient and Responsive City Government
Protect and Preserve our Quality of Life

Background Info: Council has requested several topics related to housing priorities be discussed further in a work session. Those topics include Accessory Dwelling Unit incentives and policies, Mobile Home Preservation, and regulatory standards for smaller housing developments. Staff seeks direction from Council on desired changes.

Issues: ADU Incentives and Policy

Accessory Dwelling Units were adopted as an allowed use in 1998 in residential zone districts to provide affordable rental housing within the current infrastructure. The code requirements have been amended several times since then to clarify intent as well as make changes to review and process. Code was amended in March of 2020 further reducing barriers such as setbacks, lot placement, and size limitations.

ADU's are currently charged a reduced rate for System Improvement fees at 25% of 1 EQR. A comparison of price per housing type is illustrated below. These fees are calculated on square feet, as well as number of bedrooms and housing type as well. Accessory Dwelling Units do not pay School improvement fees.

2025 System Improvement Fee Estimates by Housing Type

3 Bedroom, 2000 square foot Single Family Home	\$23,919
2 Bedroom 1,000 square foot Single Family Home	\$17,570
2 Bedroom 1,000 square foot Multifamily Home Unit	\$14,734
2 Bedroom 1,000 square foot Accessory Dwelling Unit	\$6,879

Council has had previous discussions regarding concepts related to allowing multiple ADU's on one lot through a Junior ADU product.

Mobile Home Park Preservation

The Workforce Housing Advisory Board (WFHAB) adopted a strategic implementation plan that lists the following priority:

*Increase affordable housing by 3%, based on the city of Glenwood Springs 2023 Strategic Housing Plan's projected long-range need for dwelling units, through **property preservation & affordable housing creation strategies**, by December 2027.*

a) Establish property acquisition pilot program(s) to facilitate purchase of existing properties (i.e mobile home parks) for affordable housing preservation and/or land banking by December 2024. The recently passed ballot initiative that mandates a public vote for utilizing City owned properties for housing has altered property acquisition strategies and delayed this item substantially, however, WFHAB is now beginning to discuss this strategy as outlined.

Both the Housing commission and WFHAB are interested in pursuing strategies for preservation and would benefit from some Council direction. Additionally, staff and some members of Council attended a Mobile Home Community Convening conference in 2024 that included a report. The Mobile Home

Community Preservation Convening report may serve as a useful starting point on the topic of mobile home park preservation. Page nine (9) of the report provides a high-level inventory of registered mobile home parks in Colorado followed by a summary of Colorado laws impacting mobile home parks.

The remaining pages of the report highlight useful case studies and successful preservation efforts throughout the State, including Glenwood's Three Mile Mobile Home Park. Council members are encouraged to read this report to better inform the work session discussion.

Regulatory Standards, Development Code and Engineering Standards, Process

Staff has received feedback from Council and the public that the regulatory standards and processes for approval surrounding smaller projects warrants review.

Staff has attached a process guideline for an Accessory Dwelling Unit to illustrate a common administrative process from the Planning Department. Additionally, projects are required to adhere to the Engineering Standards available at www.cogs.us/Engineering-standards, which include requirements for submittal of detailed technical reports such as drainage plans, grading plans, geohazard reports, traffic reports, and stamped engineered drawings of some site components such as retaining walls and water detention facilities.

Staff defers to Council to discuss areas that are deemed appropriate to review for changes to regulation or process standards.

Fiscal Impact: This will depend on direction of incentives. None at this time.

Legal Review: Not applicable.

Staff Recommendation: Staff has no recommendation and defers to Council direction.



Accessory Dwelling Unit (ADU) Guide

Community Development Department
City of Glenwood Springs
101 W. 8th Street
Glenwood Springs, CO 81601
970.384.6450

*The most current version of any Municipal Code sections cited in this document may be accessed on the City's website at www.cogs.us.

*This document is a summary of requirements and is an aid. **It does not substitute for the municipal code requirements nor for review and knowledge of those requirements.**

ADU OVERVIEW

-Definition. An accessory dwelling unit (ADU) is a separate, complete dwelling unit that is contained in a single-family home or in a detached building on the same property that may be rented. An ADU is much smaller than the associated single-family home, which differentiates it from a duplex where the two units are often of a similar size. Common locations for ADUs are inside a single-family home, in an addition to a home, or above a garage. Since ADUs are much smaller than single-family homes or duplex units and contain fewer residents, the water, sewer, school land, and parkland fees are substantially lower for these units and they usually have one fewer required parking space.

ADUs are allowed in most residential zone districts in the city as long as they meet the requirements of the municipal code. ADU's are subject to specific design standards to keep them compatible with residential zone districts and to protect the welfare of the residents that live in them.

-Legal versus illegal ADUs. All ADUs within city limits are required to obtain an ADU permit and building permit, whether they were in existence prior to the adoption of the related ordinance in 1999. The unit will be required to meet building codes, ADU requirements, and pay the associated building permit and impact fees to ensure the safety of the residents, compatibility with the neighborhood, and to help pay for impacts on public utilities and parklands. If the ADU was constructed prior to 1950 or prior to annexation of the property into the city, it may be subject to the nonconforming uses and structures provisions in section 070.010.070 of the municipal code. Contact planning staff for further information if this is your situation.

Legal ADU's will have a certificate of occupancy that states it is for an ADU or accessory dwelling unit. **If you do not have this certificate of occupancy, or if the certificate says "mother-in-law unit," it is illegal to rent out the unit.** If this is your situation, please contact the Building Department to discuss the building permit procedures to legalize your situation.

APPLICATION PROCESS OVERVIEW

As long as an ADU meets the municipal code requirements and is not located in the Hillside Preservation zones, review and approval of the permits for an ADU is an administrative process. All legal ADUs will have been through this process. Here is a summary of the steps you need to take:

- Step 1 Check your zoning, and talk to a Planner in the Community Development Department.
- Step 2 Submit an ADU Permit application with architectural plans.
- Step 3 Submit building permit with structural plans, and floor plans for review.
- Step 4 Construct the unit in accordance with the permits and approved plans.
- Step 5 Final Inspection and Certificate of Occupancy

STEP 1. CHECKING YOUR ZONING

Zone districts. Every property in the City is in a zone district which has specific requirements for the setbacks, height, floor area ratios, allowed uses, etc. You need to check what zone district you are in to make sure that your proposal meets these requirements.

A. Looking up your zone district on a map. You may look up your zone district on the zoning map in the Community Development Department in City Hall (101 W. 8th Street) or contact the Community Development Department at 970 384-6450. Alternatively, you may look it up online:

- To get to the map*, from the City's website (www.cogs.us) click on "maps" on the blue bar on the left side of the website then click "zoning map."
- If you click on the area where your property is located the area will enlarge. You will, however, need to go back to prior screen to check the color against the key to see what the zone district is.

B. Looking up the zone district requirements. You can obtain the requirements of your particular zone district at the Community Development Department. Or, you may look them up online at:
https://library.municode.com/co/glenwood_springs/codes/municipal_code?nodeId=TIT070DECO_ART070.020ZODI. Scroll down to the section pertaining to your particular zone district. If your property is in a PUD, contact the Planning Department for a copy of the PUD text.

Special Districts. In addition to the zone district shown on the zoning map, there are districts overlying certain areas with special requirements of their own:

-Downtown Design Standards. Development in certain historic areas of the downtown is subject to compliance with the Downtown Design Standards in Section 070.040.080(e)(10) of the municipal code to ensure compatibility with the historic development. If you will be building a structure, doing an addition, or doing other exterior modifications to structures in this area, your

proposal must meet these design requirements.

-Hillside Development. Properties with an average slope of 20% or more are subject to the standards of the Section 070.040.020 Sensitive Area Protection. For a precise measurement, consult a professional engineer or surveyor. To review these standards, please visit https://library.municode.com/co/glenwood_springs/codes/municipal_code?nodeId=TIT070DECO_ART070.040DEST_070.040.020SEARPR For an overview of the special review process, contact planning staff.

-General Improvement District (GID). Properties in the GID, which roughly corresponds to the downtown commercial core of the city, are not required to provide off-street parking. However, if parking is provided, it must meet the Municipal Code requirements. To find out if your property is in the GID, look for the GID map under the heading “maps” on the City’s website.

STEP 2. SUBMIT ARCHITECTURAL PLANS & ADU PERMIT APPLICATION

Code compliance. Your ADU plans must meet your zone district requirements, the ADU design requirements which are summarized below, and the requirements of the Hillside Development or Downtown Design Standards if you are subject to either of these special districts. If you will be submitting your ADU permit and building permit plans at the same time, make sure that your plans also meet the requirements of the 2021 International Residential Code and Title 060 of the Municipal Code.

Submittal requirements. Submit the following architectural plans with your ADU permit application:

1. **ADU permit application.** A completed and signed ADU permit application
2. **Subdivision plat.** A copy of your subdivision plat, if applicable.
3. **Written description.** A brief written description of the proposed ADU signed by the applicant.
4. **Site plan.** A scaled site plan, minimum size 8 ½ in. by 14 in., scale of 1 inch equals 50 ft. or larger, with the title, date, north arrow, property boundaries, footprints of existing and proposed buildings, setbacks from property lines, parking spaces, utility lines and services, easements, drainage improvements, roads, alleys, curbs, curb cuts and other access improvements, and proposed dedications of rights-of-way, easements or public lands. For an example of a site plan, see attached.
5. **Landscape plan.** A scaled landscaping plan that shows the square footage and types of plantings on the lot. This information may be included on the site plan instead of a separate plan if you wish.
6. **Floor plans.** Scaled floor plans for the ADU and the main house.
7. **Elevations.**
 - a. Submit photos or elevations of any existing structures on the property AND;
 - b. If an addition or new building will be constructed to accommodate the ADU, or if you will

be doing any exterior modifications to a building subject to the Downtown Design Standards, submit scaled elevations of the new construction. Make sure you include the maximum building height measurement from existing grade for any new additions or buildings and that existing and proposed materials are labeled.

Lighting ordinance. Be aware that the City has a lighting ordinance that aims to save energy, minimize light pollution, and preserve views of the night sky. Any exterior lighting fixtures that you install on your property need to comply with these requirements. A handout providing examples of acceptable and unacceptable lighting is attached to the back of this packet. To review the specific wording of the requirements, refer to article 070.040.100 of the municipal code.

ADU DESIGN REQUIREMENTS

Following is a synopsis of the ADU design requirements. For the precise language of these design criteria see GSMC section 070.030.040 (attached).

1. **Location.** The proposed location of the ADU complies with City goals, policies, and plans and will be compatible with existing and permitted uses surrounding or affected by the proposed location. ADUs that are detached from the principal dwelling shall be located in the rear or side yard of the principal dwelling, although the entrance may face the front of the lot and the structure must meet required setbacks.
2. **Building code.** The existing or proposed ADU complies with Title 060 (building code requirements) of the Municipal Code.
3. **Height.** The height of a detached ADU shall not exceed the maximum height of buildings in the zone district.
4. **Zone district requirements.** The ADU complies with the same zone district requirements as the single-family residence, including requirements such as lot coverage, floor area ratio, minimum yards (setbacks), parking, and landscaping requirements.
5. **Unit size.** The size of the unit must meet the following two criteria:
 - (a) The ADU is no less than 300 sq. ft. and no more than 1000 sq. ft., AND
 - (b) The ADU does not exceed 55% of the floor area of the principal dwelling. Please review the definition for building area in the regulations attached for method of calculating building area. The percentage used to demonstrate compliance with this requirement is determined by dividing the square footage of the ADU by the square footage of the principal dwelling (ADU in sq. ft./principal dwelling in sq. ft.). If you will be converting part of the principal dwelling to an ADU, use the square footage of the principal dwelling after subtracting out the square footage of the ADU. Please also refer to the definition of building area in the Accessory Dwelling Unit regulations. The maximum unit size is determined by the criteria above which is more

restrictive in your situation. For example, if the main house/principal dwelling is 1000 sq. ft. of floor area, the maximum floor area of the ADU is 490 sq. ft. because that is 49% of the floor area of the principal dwelling.

6. Compatibility. Colors, materials, and design of the ADU shall be substantially the same as the principal dwelling unit.
7. Parking. One off-street parking space (9 ft. by 19 ft.) is required for the ADU. The location of this space should be on the side or the rear yard of the principal dwelling unit, preferably from an alley entrance if available.

The off-street parking space(s) required for the ADU are in addition to those required for the single-family home. You are required to have one off-street parking space for the single-family house.

Note that properties in the General Improvement District (GID) are not required to provide off-street parking. See the GID heading on page 4 for more information. If provided, any parking must meet code requirements.

8. Number of ADUs. Only one ADU is allowed per parcel.
9. Setbacks. The ADU is subject to the same setbacks, floor area, and height requirements as the principal dwelling except as specified in Section 070.030.040.

STEP 3. SUBMIT FOR BUILDING PERMIT

Building code compliance. Your proposed or existing ADU will be required to comply with the current building codes adopted by the City. The applicable code is the 2021 International Residential Code (2021 IRC). For further information on building codes, contact the Building Department at (970) 384-6450 or review Title 060 of the Municipal Code at www.cogs.us. Copies of the code are available for purchase in the Community Development Department or online at www.iccsafe.org.

Building permit packet. Building permit application form available online at following link: <https://www.cogs.us/DocumentCenter/View/110/Building-Permits-Form-PDF?bidId=> Permit can also be picked up at Community Development Department.

Electrical permits. Note that all permits and inspections for electrical work are through the State of Colorado, although electrical contractors must obtain a license, free of charge, from the City.

Contractor licensing. Any contractors working inside city limits must be licensed with the City of Glenwood Springs. The purpose of this is to ensure that the contractors are familiar with

current building codes and have the required insurance. Your general contractor must be licensed with the City before you can pick up the approved permit.

Geotechnical reports and soils reports. Many areas of the city are subject to geotechnical and/or soils hazards. Contact the Building Official to determine if a soils or geotechnical report will be required for your property for this project.

Fire Sprinklers. Please confirm with Building Department if fire sprinklers will be required for proposed ADU

Permit fees. Fees may vary based on subdivision improvements agreements, annexation agreements, charges for services, and other unique situations, but the fees outlined below apply to most situations. All these fees are paid along with the building permit, although some are not due until issuance of a certificate of occupancy. For specific questions about these fees, contact the Building Department at (970) 384-6450. The plan review fee will be due when you submit your plans for review. The remainder of the fees are due when you pick up the permit or prior to certificate of occupancy, depending on the fee.

1. Permit fees and use tax. Plan review fees, building permit fees, and use tax will be due on your building permit application. For an estimate of these fees, calculate the total cost of labor and materials and call the Building Department at (970) 384-6450. The building permit and plan review fees will be recalculated based on your total floor area when you submit your building permit. The final use tax cost will be 3.7% of your estimated cost of materials.
2. Utility extensions. Any costs associated with utility service or line extension upgrades will be borne by the developer. You may have the ADU metered independently from the primary dwelling if you wish.
3. Water improvement fee. The fee for an ADU is 25% of that charged for a single family house. In 2024 the water improvement fee for an ADU is \$1,552.
4. Sewer improvement fee. The fee for an ADU is 25% of that charged for a single-family house. In 2024 the sewer improvement fee is \$1,668.
5. School land dedication. This fee is not charged for ADUs since they typically do not contain school-aged children.
6. Park land dedication. The fee charged for an ADU is slightly less than 40% of what would be charged for a single-family dwelling. This fee is \$2,062 in 2024.
7. Emergency impact fee. A flat fee is charged for every residential unit whether it is a single-family home, condominium, townhome, or ADU. In 2021 the fee is \$399. For questions regarding this fee, contact the Fire Department at (970) 384-6480.
8. Temporary certificate of occupancy (TCO). A TCO may be issued for occupancy of an

ADU in certain situations where non-life/safety issues exist that must be taken care of prior to a certificate of occupancy. The fee for a TCO is \$250, \$150 of which may be refunded if the applicant finishes the outstanding issues and obtains a final certificate of occupancy before the TCO expires.

STEPS 4 & 5. CONSTRUCTION AND COMPLETION

Once you have picked up your building permit you may begin construction of your ADU. Read the conditions of your permit carefully for specific requirements regarding your project and instructions regarding inspections. Once you successfully complete your final inspection and obtain a certificate of occupancy you may begin renting the unit.

Per guidance from Garfield County Emergency Services, all ADUs will be addressed as Unit A, with the base address being the address of the principal dwelling. For example, an ADU built on a property with address of 123 Main Street would be addressed 123 Main Street Unit A.

The following text from the municipal code regarding ADU's was current as of April 2020, updated by Ordinance 8 of 2020.

(d) *Additional Standards for Specific Accessory Uses and Structures.*

(1) *Accessory Dwelling Units.*

- a. *Purpose and Intent.* The intent of this Subsection is to promote small rental housing units in the form of accessory dwelling units on lots with detached single-family dwellings, to increase the stock of attainable rental housing in the community, use available land more efficiently, and minimize the additional infrastructure that must be provided to support such rental units. These standards are established to minimize impacts to the surrounding residential neighborhoods and the community.
- b. *Applicability.* These standards apply to all accessory dwelling units. Private covenants, conditions, or restrictions on any development, subdivision, or use of land do not preclude compliance with this Section.
- c. *Ownership.* An accessory dwelling unit shall not be sold independently of the principal dwelling on the parcel.
- d. *Where Permitted.*
 1. Accessory dwelling units are allowed in zoning districts according to Table 030.1, Table of Allowed Uses.
 2. Accessory dwelling units are allowed within a planned unit development unless specifically identified as a prohibited use by the planned unit development.
 3. Accessory dwelling units are allowed by right within a historic district only when they are internal to an existing residential dwelling or existing accessory structure.

4. Accessory dwelling units shall only be permitted on a lot where a detached single-family dwelling exists or will be constructed concurrently with the accessory dwelling unit.
- e. *Compatibility.* Colors, materials, and design of the accessory dwelling unit shall be substantially the same as the principal dwelling.
- f. *Four-Sided Design.* For new construction, a minimum of two (2) architectural features listed below shall be incorporated into the overall design on each side of the accessory dwelling unit. Architectural features appropriate for achieving this standard may include:
 1. Covered porches;
 2. Balconies;
 3. Prominent entry features;
 4. Windows;
 5. Door openings;
 6. Distinct variations in color (not a slight variation of a similar hue, such as beige or pastel);
 7. Variations in materials;
 8. Variations in building height;
 9. Variation in roof form;
 10. Dormers;
 11. Projected or recessed building walls; or
 12. Another architectural feature as approved by the Director.
- g. *Number and Size of Accessory Dwelling Units.* Accessory dwelling units shall comply with all of the following:
 1. Only one (1) accessory dwelling unit shall be permitted per parcel.
 2. The gross floor area of an accessory dwelling unit shall be no less than three hundred (300) square feet of living area and no more than one thousand (1,000) square feet living area. For purposes of this standard, "living area" shall be calculated by excluding the following areas from the overall gross building area:
 - i. The thickness of the exterior walls;
 - ii. Garage areas;
 - iii. Basement areas where the ceiling height measured from the floor is less than six (6) feet; and
 - iv. Any other building areas where the floor to ceiling height is either less than five (5) feet or area is not accessible by a stairway.
 3. The area of an accessory dwelling unit shall not exceed fifty-five (55) percent of the area of the principal dwelling. The percentage used to demonstrate compliance with this requirement shall be determined by dividing the proposed building area

of the accessory dwelling unit measured in square feet by the proposed building area of the principal dwelling measured in square feet. Where a portion of the principal dwelling is to be converted to an accessory dwelling unit, the size of the principal dwelling used in the calculation shall be its square footage after subtracting the building area of the accessory dwelling unit.

4. Unit Size Exception. The limitations of f.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 than fifty (50) percent of the existing structure, including the basement, up to the maximum allowed gross floor area in f.2. For example, if a home has a one thousand (1,000) square foot basement, an accessory dwelling unit could be established in this space if the principal dwelling also contains at least one thousand (1,000) square feet.

h. *Dimensional Standards.*

1. The accessory dwelling unit shall comply with the applicable zoning district requirements unless otherwise noted in Section 070.030.040(c)(5)c.
 2. A detached accessory dwelling unit shall be located in the rear yard or side yard of the principal building.
 3. Front Yard Exception. A detached accessory dwelling unit may be located in the front yard under the following conditions:
 - i. All other code requirements are met; and
 - ii. The existing primary structure is located within fifteen (15) feet of the rear lot line; or
 - iii. An accessory dwelling unit is proposed within or on top of a legally conforming garage that exists in the front yard where the ADU will not increase the building footprint.
 4. Accessory dwelling units may be located in the required rear yard provided that not more than sixty (60) percent of the required rear yard is covered.
 5. Accessory dwelling units may observe a minimum five-foot setback from the rear lot line with the following conditions:
 - i. Five-foot rear yard setbacks shall receive approval from the Electrical Superintendent and Public Works Director for overhead and underground utility clearance; and
 - ii. Roof eaves or other incidental architectural features may not encroach into the five-foot setback.
 - iii. Administrative adjustments to reduce the setback further are not allowed.
 6. The height of a detached accessory dwelling unit shall not exceed twenty-seven (27) feet.
- i. *Preservation of Existing Structures.* Conversion of an existing legal non-conforming structure to an accessory dwelling unit is allowed, provided that the conversion does not increase the non-conformity.

- j. *Utilities and Dedications.* Any costs associated with any utility service or line extension upgrade shall be borne by the developer. An accessory dwelling unit may be metered independently from the primary dwelling. If an unmetered property requests a meter for an accessory dwelling unit, the entire property shall become metered. System improvement fees shall be charged as required by Subsection 070.040.030(g), Dedications and Impact Fees, or as established by City Council. Also see Article 080.060, System Improvement Fees.



Accessory Dwelling Unit (ADU) Permit Application

City of Glenwood Springs

101 W. 8th Street, Glenwood Springs, CO 81601

970-384-6450

Applicant/Property Owner: _____ Date: _____

Mailing address: _____ Phone: _____

Fax: _____ Email: _____

Property location (address or lot and subdivision): _____

Is this an existing ADU? Yes: _____ No: _____

Lot or parcel size: _____ Size of principal residence (excluding garages): _____ sq. ft.

Year existing structure(s) were built: _____

Size of accessory dwelling unit (excluding garages): _____ sq. ft.

Setbacks for accessory dwelling unit: Front _____ ft., Side _____ ft./_____ ft., Rear _____ ft.

Number of parking spaces on the property: _____

If the ADU is proposed in an existing structure, specify the finished ceiling height: _____ ft.

Type of accessory dwelling unit (check one)

_____ Attached – attached to the principal residence or in the same structure

_____ Detached – located in a building separate from the principal residence

Detached ADUs – Provide the following additional information if you are proposing a detached ADU

Height of accessory dwelling unit: _____ ft.

Attached ADUs – Provide the following additional information if you are proposing an attached ADU

Heat source for the accessory dwelling unit: _____

Is this heat source shared with the principal dwelling unit? _____

Additional submittal requirements – Enclose the following with your application:

1. Subdivision plat, improvement location certificate (ILC), or survey.
2. A brief written description of the ADU signed by the applicant.
3. Scaled floor plans for the principal dwelling unit and ADU with the square footages of the units labeled.
4. Photographs or elevations of all four sides of the exterior of the existing residence.
5. If a detached ADU is proposed-
 - a. A scaled site plan showing existing improvements on the property and location of proposed ADU.
 - b. Scaled elevations of all four sides of the proposed ADU including the measurement of building height from existing grade.
6. If an attached ADU is proposed that will result in an addition to the principal building or if exterior modifications are proposed to an existing building, include scaled elevations of the structure illustrating the proposed modifications.

Staff Use

_____ Approved

_____ Approved with conditions (see attached)

_____ Not approved due to:

Staff's signature

Date

MOBILE HOME COMMUNITY PRESERVATION CONVENING



Hosted by



**Housing
Resources**

April 26, 2024

8:30 AM – 4:00 PM

Mesa County Workforce Center

Grand Junction, CO

Packet Page 19

SPECIAL THANKS TO

Thank you to our sponsors for making this event possible!

Thank you to our cohosts, Roaring Fork Community Development Corporation, and to our volunteer steering committee.

The information for this booklet was prepared by Hollis Walker on behalf of Housing Resources of Western Colorado; with design, formatting and additional copy editing by Ysabel Nehring. We thank them both for their hard work.



INTRODUCTION

To our participants,

The goal of the April 26, 2024, convening is to create a space for groups that are actively working in mobile home community preservation to discuss the current environment for mobile home parks, understand different preservation models that are in place, learn which groups are taking on which roles, and share successful models as well as ongoing challenges. We are asking the question, What would it take for resident-empowered mobile home community preservation models to be consistently viable in Colorado?

When we say “resident-empowered mobile home community preservation,” we mean efforts to:

- (1) Protect the affordability of existing mobile home communities to benefit tenants.
- (2) Avoid displacement of tenants as mobile home communities are sold and/or upgraded.
- (3) Create a structure that empowers residents in some way by giving them a voice and real power in shaping the future of their communities.

Sincerely,

A handwritten signature in black ink, appearing to read 'Emilee Powell', with a long horizontal flourish extending to the right.

Emilee Powell, Executive Director

Housing Resources of Western Colorado

TABLE OF CONTENT

04

Background & History

06

Survey Summary &
Analysis

09

Data on Mobile Home
Parks in Colorado

10

Colorado Laws Impacting
Mobile Home Parks &
Residents

13

Models of Mobile Home
Park Preservation

16

Colorado Resident and
Community-Owned Parks

17

Sources of Funding for Mobile
Home Park Preservation

19

Successful Preservation
Efforts

26

Online Resources

27

Acknowledgements

BACKGROUND & HISTORY

Mobile home parks have their roots at the turn of the 20th century with the advent of automobiles. Early auto travelers began outfitting their cars with camping equipment, fostering the development of the “auto camp.” The first official auto camp opened in Douglas, Arizona, in 1913.

By the 1920s, auto camps (also called “auto courts” or “motor courts”) began to add amenities like communal bathrooms, showers, laundries, and kitchens. Initially, the camps were designed for motorists to pull in and erect tents next to their autos.

By the 1930s, rustic cabins began to be constructed by owners of auto camp sites, and some auto owners began to bring their own “house trailers.”

The concept of house trailers as a permanent form of housing coincided with the Great Depression and World War II. Trailers housed nomadic workers employed by the Works Progress Administration, founded in 1935.

When jobs ended, workers often stayed in their trailers in place, in part due to the inability to find work else-

where. Likewise, during World War II, trailers offered housing for defense industry workers.

By 1945, the federal government had ordered more than 150,000 trailers to house wartime workers. The postwar population boom and resulting lack of housing caused its own boom in the manufacture of trailers.

By the mid-1950s, trailers began to look and function like conventional permanent housing, and by 1955 “trailers” had come to be called “mobile homes.”

TODAY, SOME 22 MILLION AMERICANS LIVE IN MANUFACTURED HOUSING, WHICH REPRESENTS MORE THAN SIX PERCENT OF THE NATION'S HOUSING.

By the late 1960s, six million Americans lived in mobile homes, *representing one-third of U.S. single-family dwellings*. By 1978, the Housing and Urban Development agency had created a national building code for what was by then called “manufactured housing.”

All those mobile homes needed places to park, and individuals with land or who could purchase land began

setting up mobile home parks (MHPs) across the country. These largely “mom-and-pop” operations typically were not run by professional landlords and did not necessarily generate adequate funds to maintain infrastructure.

Fast-forward to the present time: Today, some 22 million Americans live in manufactured housing, which represents more than six percent of the nation's housing.

Approximately 100,000 Coloradans live in mobile homes; their median household income is \$39,000. The state has 760 registered mobile home parks with 57,475 lots.

Many owners of mobile home parks have recently reached retirement age. Major events, such as death or retirement of the park owner, can trigger park sales.

The potential value of mobile home parks has attracted corporate investors, venture capitalists, and hedge fund operators to purchase them. Institutional owners accounted for 23 percent of park purchases in June 2021, an increase of 13 percent from the previous two years.

Often those buyers learn (sometimes after purchase) that infrastructure is disinvested and must be repaired and/or replaced at great expense.

To finance improvements and increase profits, new owners often raise lot rents in parks by enormous amounts, causing “constructive eviction.” Those who cannot afford the new rents must leave, including those who own their mobile homes and must abandon them because of the high cost of moving them.

In the worst cases, new owners do not make repairs or improve the parks, leaving residents to tolerate sewage leaks, water service disruption, and other unhealthy and dangerous circumstances.

Many residents of mobile home parks are people of low income, the elderly and disabled, and immigrant workers. The loss of their homes may leave them unhoused, in the short or long term.

Large numbers of mobile home parks in the U.S. are owned by corporations who have no presence in the communities where their parks are located.

In recent years, due to inflation and housing shortages throughout the country, the value of mobile home parks as affordable housing, especially for workers, has become more apparent than ever.

Governments and nonprofit organizations trying to solve housing shortages are now working to preserve existing mobile home parks and, in some cases, help residents purchase their parks.

Doing so has proven difficult, in part because mobile homes are not technically classed as “affordable housing” in many jurisdictions, and are operated differently from traditional housing.

Traditional mortgages are typically not available on the purchase of a mobile home placed on a rented lot, and tenants’ rights don’t necessarily apply to mobile

home
park
residents.

Government mortgagers Freddie Mac and Fannie Mae offer low-interest government-backed loans to investment companies, but not to resident groups who want to buy their parks.

Mobile home owners are both owners and renters, exposing them to the risks and responsibilities of both types of tenure.

Mobile home parks typically operate on private infrastructure, unlike other neighborhoods where streets, sewers, and water systems are owned and operated by a municipality.

This is the environment in which participants in this convening find themselves: promoting the preservation of mobile home parks as a practical means of maintaining and improving affordable housing; protecting vulnerable, contributing members of our communities who deserve and need our help to sustain themselves and their families; and providing residents with the ability to control their own housing and thus secure their futures.

History adapted from a report by the City of Los Angeles. January 2016.

MOBILE HOME OWNERS ARE BOTH OWNERS AND RENTERS, EXPOSING THEM TO THE RISKS AND RESPONSIBILITIES OF BOTH TYPES OF TENURE.



SURVEY SUMMARY & ANALYSIS

Housing Resources of Western Colorado sent a survey to potential participants in this convening. Our thanks to all who took time to answer that survey. A majority of the 39 respondents (69%) to the survey were representatives of nonprofit organizations, local jurisdictions, and state agencies. Some 41% of respondents have been directly involved in MHP preservation. About 31% are currently involved in a preservation project. Overall, the variety of respondents reflects the broad scope of mobile home preservation efforts in our state.

Respondents are involved in almost every aspect of MHP preservation. Their most common roles are in Resident Education/Outreach, Advocacy, Resident Organizing, and Buying/Selling of MHPs.

Respondents reported the most significant challenges to successful MHP preservation were financial (obtaining loans and grants, competing with for-profit buyers); outdated, damaged, and inoperable infrastructure (including deferred maintenance and code violations); and residents' lack of understanding of their rights/responsibilities and lack of capacity to organize.

SURVEY DATA

Respondent Background

Survey respondents included 39 people from a variety of backgrounds who are involved in mobile home park (MHP) preservation. The group included:

17 Nonprofit Organizations

6 Representatives of Local Jurisdictions

4 State Agency Officials

4 Park Owners

3 Funders/Financial Institutions

1 State Legislator

1 Park Manager

1 Park Board Member

1 University Official

1 Consultant

Roles of Survey Respondents related to Mobile Home Parks

Survey respondents reported they and their organizations play the following roles in mobile home parks (the numbers reflect the number of respondents claiming each particular role, with some playing multiple roles):

23 Resident Education/Outreach

5 Loans for Preservation

14 Advocacy

5 Grants for Preservation

11 Resident Organizing

5 Code Compliance/Oversight

10 Buying/Selling Mobile Home Parks

1 Redevelopment

9 Technical Assistance

1 Community-Directed Research

9 Policy-making

1 Knowledge of upcoming Affordable Housing bills

7 Property Management

The Most Difficult Challenges According to Respondents

Respondents selected challenges from a list with an option to write in additional challenges. Numbers represent the number of respondents who selected each challenge.

Financial

- 20 Lack of sufficient loan options for repairs/acquisition
- 19 Lack of grant funding
- 10 Inability to compete with for-profit buyers
- 1 Interest rates too high to keep rents reasonable

Infrastructure

- 19 Conditions of park infrastructure (deferred maintenance, code violations, etc.)
- 9 Park doesn't fit an established model (too small, too large, too many rentals, etc.)
- 4 Zoning/land use regulations that inhibit continued use of parks

Education/Capacity

- 14 Lack of capacity of residents to form a purchasing or governing entity
- 12 Lack of understanding of rights/laws among residents
- 10 Challenges of negotiating with park owners/sellers
- 9 Inadequate protections/time frame when parks are being sold
- 9 Lack of capacity among local government and nonprofits to support residents
- 6 Lack of support from local governments
- 2 Community desire to redevelop park instead of preserving
- 2 Lack of wider community buy-in
- 1 Poor awareness of lack of affordable housing

16

Respondents who reported successful preservation efforts (i.e. purchasing, providing technical assistance, or funding)

12

Respondents who are currently involved in a preservation project

Data on Mobile Home Parks in Colorado 2023

760 Registered Mobile Home Parks with the Colorado Division of Local Affairs (DOLA)
184 parks did not initially submit or complete registration

58,303 Lots in registered parks

48,257 Occupied mobile homes owned by residents

4,451 Occupied mobile homes owned and rented out by park owner

1,818 Lots with vehicles or structures on them (i.e. RVs, camper trailers)

2,492 Vacant lots

1,285 Vacant Mobile Homes

In addition to existing regulatory work, by July 1, 2024, DOLA will begin to expand the dispute resolution program to take complaints from MHP residents who rent their homes (as well as those who own their mobile homes), nonprofit organizations, and local governments. In cooperation with the health department, DOLA will also start a water testing program of mobile home parks by July 1, 2024





Colorado Laws Impacting Mobile Home Parks

This summary contains information provided by the Colorado Poverty Law Project. The Colorado Poverty Law Project offers free legal assistance to mobile home park residents in some circumstances and offers free tenants' rights trainings to mobile home park residents in English and Spanish, in person or by Zoom: contact@copovertylawproject.org

(1) 1985 Mobile Home Park Act (MHPA), amended in 2019 and 2020

This complex law includes the following elements:

Tenant rights, e.g., homeowners have 90 days to solve problems if in noncompliance with state, local or park laws; tenant can be evicted only for rules spelled out in the law; if evicted, tenants can get extra time to vacate.

Responsibility of park owners to maintain working plumbing, utility and sewer connections; provide running water; maintain common areas, roads, trees, etc. safely.

Protection from retaliation when a tenant exercises legal rights, tries to organize, or takes other actions to enforce their legal rights.

The relatively new Dispute Resolution and Enforcement Program (DREP) allows tenants to register complaints about violations of MHPA without going to court. The state Department of Local Affairs handles this through its Mobile Home Park Oversight Program.

(2) 2020 Colorado Immigrant Tenant Protection Act

Protects tenants from being forced to disclose immigration or citizenship status and prevents landlords from demanding or disclosing to others—including law enforcement—any information about tenants' immigration or citizenship status. The few exceptions include some situations in which a park resident is also an employee of the landlord/park owner and state/federal laws require gathering such information; and documentation necessary to determine potential residents' financial qualifications.

(3) 2020 Colorado Opportunity to Purchase Process

[this is a 2020 amendment to the 1985 Mobile Home Park Act]

Requires that park owners notify residents within 14 days of: when the park is listed for sale; when the owner plans to accept an offer from a potential buyer; and when the owner received a notice of foreclosure.

Requires the owner to provide 12 months' notice if the owner plans to change use of the property from a mobile home park to something else.

Provides a 120-day window during which residents can attempt to purchase their park. A purchase agreement and commitment for any financing needed must be provided to the landlord.

Allows residents to transfer their right to purchase to a government agency or a housing authority or nonprofit.

Violations can be reported to the Colorado Poverty Law Project and/or the Mobile Home Park Oversight Program: contact@copovertylawproject.org; MHP0P@state.co.us, 1-833-924-1147.

(4) Local jurisdictions and health/environment departments

Local jurisdictions—cities, counties, and metro districts—and health/environment departments—may have laws that impact mobile home parks, such as zoning and permitting. Many old parks, established before permits were required, have been “grandfathered in” and don't require permits, even if they are sold to a new owner. However, in addition to state laws regulating MHPs, local authorities and health departments do have regulations about health and welfare—including safe drinking water, sewage, and road safety—that can help mobile home park residents force owners to take necessary action. These vary widely by jurisdiction but are worth exploring if needed.

More specifics about Mobile Home Park Sales and Homeowners' Opportunity to Purchase laws, along with links and numerous helpful forms, are available at the Colorado Department of Local Affairs website.

Proposed MHP Legislation in 2024

Colorado General Assembly

House Bill 24-1294, “Mobile Homes in Mobile Home Parks,” would specify legal rights and responsibilities relating to the sale, lease, and purchase of mobile homes in mobile home parks. Rep. Andrew (Andy) Boesenecker is the primary sponsor, along with Sen. Lisa Cutter and Rep. Elizabeth Velasco. The bill has been amended and passed on to committee.

In addition, the bill specifies the duties and rights of the purchaser and the seller of a mobile home in connection with an agreement in which the purchaser agrees to purchase a mobile home over a period of time that is mutually agreed upon by the seller of the mobile home (rent-to-own contract) and specifies the terms and conditions that must be included in a rent-to-own contract.

The bill authorizes the attorney general to independently initiate and bring civil and criminal action to enforce the provisions of the rent-to-own mobile home contract law.

Note: This summary applies to this bill as introduced. For the most current version of the bill as amended, visit leg.colorado.gov



Models of Mobile Home Park Preservation

Resident Cooperative

When a privately owned mobile home park comes up for sale, residents can organize into a co-op or similar governing body and purchase the park, usually by obtaining several grants and loans from public and private sources.

Mobile home park residents can apply for technical assistance to become a Resident-Owned Community through ROC USA. In Colorado, the regional ROC provider is Thistle Community Housing, a nonprofit organization based in Boulder and a member of the NeighborWorks Network. (See more about ROC USA, which has a lending arm, under “Sources of Funding.”) Only mobile home parks with 25 or more lots are eligible to become Resident-Owned Communities through ROC USA, based on the organization’s assessment that small communities may not have capacity to manage long term. Some communities with serious infrastructure problems also are not eligible for assistance from ROC USA because of feasibility. According to ROC USA, in order to develop a successful Resident-Owned Community, 75-80% of residents must be engaged in the process. Nine Resident-Owned Communities are currently operating in Colorado. Approximately 300 official Resident-Owned Communities are operating in the U.S. According to one estimate, the country has another 700 or so mobile home parks owned by a resident cooperative.

Nonprofit Ownership

In recent years, numerous Colorado mobile home parks have been purchased by local nonprofit agencies. In some cases, the nonprofit agencies have been nongovernmental housing alliances and coalitions or Community Land Trusts. Nonprofits can leverage their existing operating capacity to build capital stack to purchase and manage; and funders may be more likely to offer grants and loans to a known entity with a track record of fiscal responsibility. Community Land Trusts traditionally buy land that is then leased long-term to homeowners. While mobile home park preservation has not generally been part of the mission of most land trusts, Elevation Community Land Trust is active in preservation in Durango. (See “Successful Preservation Efforts.”)

Nonprofit Ownership, Cont'd.

When nonprofits purchase a mobile home park, they may be intending to own the mobile home park long-term, or may be effecting the purchase with the intent of selling the park to the residents as soon as that is feasible and if residents are willing to make the shift to ownership.

Housing Authority Ownership

Housing authorities are governmental or quasi-governmental entities usually attached to local jurisdictions (municipal, county) that acquire, construct, own, and manage affordable rental units for people who meet certain low-income qualifications. Housing authorities can acquire funding from state and federal sources, including Housing and Urban Development (HUD) Section 8 vouchers, which pay rent for privately owned housing for elderly, disabled, and low-income people who earn less than 50% of the Area Median Income. Along with local jurisdictions, housing authorities can purchase mobile home parks when park residents assign their “opportunity to purchase” to them.

Local Government Ownership

Municipalities and counties can purchase mobile home parks. Local governments have access to some funding that is not available to nonprofits, which facilitates purchases.

Private, For-Profit Ownership

The most traditional model of park ownership is private for-profit ownership. This form of ownership doesn't guarantee that affordability is preserved, or that park residents have a meaningful voice, but it also doesn't prohibit those objectives. Given the large number of mobile home parks in Colorado and the relatively small capacity of the nonprofit/local government sector, private for-profit ownership should be part of the discussions around community affordability and preservation.

Combined Investor & Resident Purchase

Dan Hunt, a park resident and board member who participated in the ROC purchase of Animas Mobile Home Park in 2021, said that when a nonprofit buys a park and later sells it to residents, the cost of the sale in interest, etc., will be passed on to residents. To avoid such a “second sale,” there may be another potential model in which an investor buys the park, with residents earning equity over time (such as annually or after several years), so that the residents eventually own the park.

Such a scenario might include the investor putting in two-thirds of the money and residents putting in one-third, possibly in a forgivable loan. This could help residents of small parks or who face major infrastructure improvements to eventually become owners.



COLORADO RESIDENT AND COMMUNITY-OWNED PARKS

The following list represents the parks discovered in the course of our research. Other Colorado resident and community-owned parks may exist.

	City	Units	Date Purchased	Owner
ROC Mobile Home Parks				
Rocky Mountain Homeowners Co-Op	Canon City	55	2018	Park Residents
LMP Co-Op	Longmont	36	2019	Park Residents
Rivermaze Co-Op	Canon City	35	2019	Park Residents
Animas View MHP Co-Op	Durango	122	2021	Park Residents
Sans Souci Cooperative	Boulder	62	2021	Park Residents
Cooperativa Nueva Union	Leadville	29	2021	Park Residents
Paradise Village Cooperative	Johnstown	40	2022	Park Residents
Golden Hills Community Cooperative	Golden	40	2023	Park Residents
La Luna Community Cooperative	Lafayette	34	2024	Park Residents
Non-Profit Mobile Home Parks				
Nueva Vida	Fort Collins	68	2022	United Neighbors/ Vecinos Unidos
Triangle Trailer Park	Durango	12	2022	HomesFund – CDFI Non-Profit Lender
Three Mile Trailer Park	Glenwood Springs	20	2023	Roaring Fork Community Development Corporation
Community Land Trust				
Westside Mobile Park	Durango	63	2022	Elevation Community Land Trust*
Housing Authority				
Century Mobile Home Park	Alamosa	148+	2022	San Luis Valley Housing Coalition
Whitehaven Mobile Home Park	Steamboat Springs	70+	2022	Yampa Valley Housing Authority
Other				
Ponderosa Mobile Home Park	Boulder	66		City of Boulder (et. al.)**
Smuggler Park	Aspen	100+		Converting to individually owned lots

* Park is converting to modular homes on foundations ** Converting to Habitat for Humanity Homes



SOURCES OF FUNDING FOR MOBILE HOME PARK PRESERVATION

This list is not exhaustive. Sources are based on reported funding from survey respondents.

STATE OF COLORADO

Both Department of Local Affairs and Colorado Housing and Finance Authority have grant and loan products that can be used in acquisition and preservation of mobile home communities. These are funded through various sources, including but not limited to Housing Development Grant, Proposition 123, and pass through Federal funds.

FEDERAL GOVERNMENT

United States Department of Agriculture (USDA) - Funds infrastructure improvements for mobile home parks.

Community Development Block Grant Program - Funding is distributed by local jurisdictions. Funds must be used to benefit people whose income is at or below 80% of AMI (Area Median Income).

Department of Housing and Urban Development (HUD) - Offered in 2024, Preservation & Reinvestment Initiative for Community Enhancement (PRICE) grants are available to local governments, nonprofits, CDFIs, and resident cooperatives to preserve and revitalize manufactured housing communities.

OTHER FINANCING INSTITUTIONS

Colorado Health Foundation – A private nonprofit that works to support health equity and racial justice in Colorado by investing in nonprofits, communities, and the public and private sectors.)

Community Development Financial Institutions (CDFIs) – Banks, credit unions, loan funds, etc., that have been certified by the federal government to provide funding to low-income communities, particularly through lower interest than market rate loans.)

Local Jurisdictions – Cities, counties, Native American reservations

Nonprofit Organizations – These sources are most likely housing alliances and coalitions, which may or may not be directly affiliated with local governments. Some nonprofit organizations have been formed solely to represent mobile home park preservation efforts. Other nonprofits, such as cooperative development centers, support MHP conversions through various forms of technical assistance, although are not involved in their direct funding.

Community Land Trusts – A community land trust [CLT] is a nonprofit organization that owns land and leases it to provide affordable housing, community gardens, civic buildings, commercial spaces, and other community assets. CLTs are usually managed by a nonprofit or quasi-governmental organization. CLTs are governed by a board of CLT residents, community residents, and public representatives who develop housing and other assets that are owned and controlled by the community. Community land trusts differ from other mobile home park preservation models. Most CLTs don't deal in mobile home parks, but in traditional housing. In a CLT housing project, the land is owned by the community and held in trust permanently. This restrict future sales prices to ensure affordability. Homes are owned by individual households with incomes at or below 80% of Area Median Income. A 99-year renewable ground lease gives homeowners rights and responsibilities. This model has a resale formula built into it that supports permanent affordability through a shared appreciation model; homeowners who sell their homes can receive up to 25% gain of the market appreciation and must sell to an income-qualified household.

ROC USA – ROC USA is a national nonprofit organization that works to help mobile home park residents purchase their parks and govern themselves. ROC USA works with regional nonprofit technical assistance affiliates and ROC's own lending subsidiary, ROC USA Capital. The regional representative for ROC USA in Colorado is Thistle Community Housing. ROC has its own criteria for what size and types of parks it is able to assist.



Successful Preservation Efforts

Animas View MHP Cooperative, Inc.

Animas View is a 120-lot mobile home park of primarily elderly residents in Durango that also owns a duplex on its property. About 80% of Animas residents have incomes at or below 80% of Area Median Income; 25% of residents live on less than 30% AMI.

Park residents were notified in December 2020 that the former owner planned to sell the property and that, as a result, lot rents could increase by \$350 per month. Some residents had previously discussed buying the park and reached out to Thistle Community Housing to explore becoming a Resident-Owned Community. Unfortunately, Thistle Community Housing could not assist unless the park was actively for sale. When the sale notification was received, Animas residents contacted Thistle immediately. Residents met in the first week of 2021. ROC required that 51% of residents support the process of becoming a ROC. At the time, the law provided 90 days to get the park under contract and another 90 days to close. Animas was one of 85 MHPs being sold as a package. One other park in that group, Sans Souci in Boulder, was also able to become a ROC.

Residents formed a board and went to work educating park residents, raising money, and doing research on the infrastructure work that needed to be done. The board met frequently with resident member Dan Hunt, a retiree, as operations manager. Fortuitously, Hunt had experience in real estate, construction, restoration, property management and other businesses involving an understanding of finance.

The final loans were approved on June 8, 2021, and the closing occurred on June 21. The loans have 10-year balloon payments, by which time the park will have built enough equity to get new loans for the balances.

Animas' financing package ("capital stack") is a good example of the complexity of funding. It was comprised of:

\$9.6 million	ROC USA® Capital with National Cooperative Bank
\$2 million	Colorado Health Foundation loan
\$1.2 million	ROC USA® Capital bridge loan (to be repaid after closing through another funder)
\$1 million	Durango HomesFund Loan (a Community Development Financial Institute)
\$565,000	Capital Magnet Fund Loan (through ROC USA®)
\$500,000	Colorado Health Foundation (a loan that will be forgiven after 10 years if the park is still in operation)

Individual homeowners' only equity is their \$100 membership fee. The co-op owns the land, and should it go out of business, it must be turned over to another nonprofit housing group.

Lot rent was initially raised \$80, with a subsequent increase of \$45, to meet loan payments and expected operating costs. Infrastructure improvements proved to be more expensive than engineering consultants had originally estimated: in planning, \$800,000 had been set aside for water and sewer improvements that are now projected to cost \$3.2 million. Until the work is completed, the park is paying approximately \$50,000 a year for water that is leaking from old pipes.

Through ROC USA, the park is applying for federal funding from the newly passed PRICE program to pay for the repairs. The park also must replace a retaining wall estimated to cost about \$100,000.



The park board also decided to renovate the duplex on the property because perpetual rent of the duplex is estimated pay for itself in 4-7 years and then provide approximately \$50,000 in annual income. Local people have volunteered to help with some projects, such as painting the interior of the duplex.

"It took a team of people to purchase our park. We invited over 100 people from outside our park to our purchase celebration party. They all did what they could with the time they had. It was critical.

- Dan Hunt, Animas Resident

Three Mile Mobile Home Park

Three Mile Mobile Home Park is a 20-lot mobile home community in Glenwood Springs. The same individual had owned and operated it for nearly 35 years. After he died, his children wanted to sell the park. The siblings said they had been approached by potential private investment groups but began looking into selling it to residents soon after their father had died. Ultimately, Bern Krueger, the eldest sibling, was introduced to Sydney Schalit, executive director of the social justice nonprofit Manaus. Manaus was the umbrella organization for a dormant affordable housing nonprofit called Roaring Fork Community Development Corporation.

Manaus previously had attempted to work with Thistle Community Housing and ROC USA on mobile home park preservation, but none of those successfully became Resident-Owned Communities; funding couldn't be secured, and the resident's offers were consistently outbid.

In August 2022, Schalit was at work seeking financing to purchase Three Mile Mobile Home Park and her bilingual team began educating residents about the process. She revived Roaring Fork Community Development Corporation as the entity to purchase the park in order to separate it from Manaus.

Roaring Fork CDC was able to raise \$300,000 from donations and secured a loan from the Impact Development Fund at 3.3% interest for 36 months. Long-term, the goal is to sell the park to the residents for the price paid and to offset some of the

purchase price through fund raising. Roaring Fork CDC closed on the park for \$2.4 million in April 2023.

Four days after the purchase, a high-water event in the creek shifted enormous boulders, taking out the sewer and water lines to the park and damaging a vehicular bridge on the property. An electrical brownout just a few days later damaged the well system.



The local fire department said it would not cross the damaged bridge in case of emergency. Roaring Fork CDC provided potable water and portable bathrooms for the residents and hired contractors to do the emergent repair work. Schalit estimates that long-term upgrades to the sewer and water systems as well as repair and bridge reconstruction together will cost as much as the purchase price of the park. Roaring Fork CDC intends to make needed improvement to the park before turning over to residents.

Century Mobile Home Park

San Luis Valley Housing Coalition (SLVHC) is the housing nonprofit of Alamosa and the surrounding San Luis Valley. In the past, it created homeownership opportunities, offered home rehabilitation, and expanded into USDA rentals, assisted housing and loan programs. When the Mobile Home Park Act was amended in 2019, the state Division of Housing reached out and asked Executive Director Dawn Melgares if her agency could be the primary resource center for the area, since mobile home park tenants were already using SLVHC for assistance.

When the new law was being enacted, a major Alamosa mobile home park went on the market. The seller felt he was “grandfathered in,” since he listed the park for sale before the act went into effect and violated residents’ rights under the act. SLVHC used a grant to finance educating residents and file grievances. The park was sold in 40 days, but residents won their grievances and the seller had to pay residents a fee for those violations.

The Mobile Home Park Act had been amended by the time another MHP, Century Mobile Home Park in Alamosa, went on the market. Century consists of 185 lots, including 129 occupied homes. Its residents are largely farm workers and many speak Spanish or the Mayan language Q’anjob’al as their first languages. The owners were an elderly couple from Las Vegas who had lived at the park in the long-ago past. For about the last decade, they had put little maintenance into the park. A California corporation that owns many parks was poised to buy Century. That company had been the successful purchaser of the park previously mentioned and one in Monte Vista.

SLVHC found out the park was for sale within the first week, started meeting with residents, and got several nonprofits involved to help. But there simply wasn’t enough time to organize the residents, so the residents asked SLVHC to assume their “opportunity to purchase.” SLVHC started working with residents in August 2022 and purchased the park in December 2022.



SLVHC paid \$7 million for the park, financed with loans from First Southwest Bank, which is a Community Development Financial Institution (CDFI), and the Impact Development Fund, also a CDFI lender. The City of Alamosa gave the agency a \$60,000 general loan to cover costs of getting started.

The state timeline for purchase was not long enough, but during the process of preparing for the purchase, SLVHC reached out to the state Mobile Home Park Oversight Program, which helped identify the sellers’ violations of statute. With each violation, the “clock” started over, gaining valuable additional time for SLVHC to move the process forward.

Melgares said residents of the park would not have been able to get the financing SLVHC was able to secure as an established nonprofit organization.

Melgares had been told at purchase that a sewer line had collapsed but quickly discovered that many of the sewer lines were collapsed. Sewer line repairs are project to cost \$3 million. The homes electrical boxes are outdated and Xcel Energy notified SLVHC that the boxes will need to be replaced for another \$2 million. Water lines on the property no longer meet code and must be replaced for another \$1.5 million. Ideally, utility lines should be repaired at the same time.

Melgares estimates the necessary renovations will cost as much as the park itself about \$7 million. Meanwhile, SLVHC has put \$160,000 into repairing unsafe homes, removing mold, repairing roof leaks, replacing windows, and other important repairs, and doing small repairs on the sewer system to help residents until the lines can be replaced. Though there is room for additional tenants, new tenants cannot move in until the sewer and water lines are repaired. The agency must also finance outdoor upkeep and removal of trash and large abandoned objects that tenants did not have means to remove. The hardest part to find funding so far has been the removal of uninhabitable homes, which required \$5,000 each to take to the dump while following guidelines for assumed asbestos contamination.

SLVHC has not raised rents since taking over Century but has had to raise utility fees as those have increased. Melgares is seeking a USDA loan to cover some of the infrastructure repairs but may still have to raise rent slightly to qualify for the loan. Once the repairs are complete and new tenants move in, this will increase revenues. She anticipates it will take two to five years to complete the repairs. By the time infrastructure repairs are made, the park could be sold to residents, if residents decide they want to pursue that option.

We know how important these homes are to these communities and the people who live in them. We have to try to save them.

– Dawn Melgares, Executive Director, SLVHC

SLVHC has been asked to consider buying other mobile home parks but can't consider doing so until it solves Century's expensive problems. Some private park owners with infrastructure problems have said they will have to shut down their parks if they cannot get assistance, but they do not qualify for governmental or nonprofit grants and loans. Their tenants would lose not only their lot spaces, but likely their mobile homes as well, since moving mobile homes is costly (\$5,000-\$10,000 for a single-wide mobile home) and because of age requirements for moving, (single-wide mobile homes cannot be more than 15 years old if being moved to private land).

Melgares and another SLVHC staff member grew up in two of the Alamosa mobile home parks with questionable futures. "We have a soft spot for them; they were our homes," she said. "We know how important they are to these communities and the people who live in them. We have to try to save them."



Nueva Vida Mobile Home Park

Nueva Vida Mobile Home Park, renamed from Parklane by residents after purchasing, is a 68-unit community in Fort Collins with 250–300 residents, many of whom are immigrants from Mexico with low levels of education. When the park went on the market in November 2021, tenants asked Nicole Armstrong, executive director of the nonprofit The Matthews House, and Sarah Bolduc of Genesis Project Church to help them. Armstrong's nonprofit couldn't take on such a project, so Armstrong and Bolduc began a new nonprofit—United Neighbors/Vecinos Unidos (UN/VU)—to attempt to purchase the park on tenants' behalf.

In November 2021, they began working with residents, surveyed the park, and hired a real estate team that would handle the sale at a low 1.5% commission. Colorado University Law School Professor Deb Cattrell and law students from the law school's clinic handled the legal work necessary and helped educate the residents. Armstrong and Bolduc raised \$6.8 million from three different organizations—Impact Development Fund, Larimer County, and Bohemian Foundation—to buy the park; funding was contingent on residents' income falling at or below 80% of Area Median Income and on the park remaining as affordable housing. They made an offer in March 2022, but the owner had a higher bid from an investor. He wanted an "as-is" offer, which they then agreed to, and he accepted their offer.

Armstrong and Bolduc knew that "as-is" meant the park would have infrastructure problems that needed to be repaired. "The question wasn't, 'Were we buying a lemon?' " she said. "It was, 'How sour is that lemon?'" The answer was pretty sour; like most old mobile home parks, Nueva Vida needed a lot of infrastructure updates.

The previous owner had required residents to install, own and maintain their own water meters. UN/VU decided as an organization to purchase an all-new water meter system; the organization retains ownership, making repairs as necessary unless residents fail to maintain them or somehow damage them. During the first year, water system problems caused the park to sustain frequent water leaks.

The trees, which hadn't been maintained for 25 years, had to be trimmed for safety. An old building that was so dilapidated it was uninsurable was torn down. Now, water and sewer systems are being repaired and streets repaved.

UN/VU hired Common Good Management to handle property management. With the help of UN/VU, they hired a local community member who is Spanish-speaking and a former teacher. Leases and community rules were rewritten in English and Spanish and bilingual community meetings, with provided childcare, are held monthly. Five volunteers serve on the board, including Armstrong, her cofounder Bolduc, the principal of a nearby elementary school attended by residents' small children, a retired engineer, and another nonprofit employee. Other people have volunteered to help, including a financial officer and a grant writer and "others, who have come alongside us to say, 'How can we be part of this journey?'" Armstrong said.

Residents participate in community meetings and the board is trying to determine if they have the will and desire to own the park. Armstrong shared that the ROC model doesn't seem a good choice for Nueva Vida it's a community with a lot of barriers to overcome. She also shared that being a nonprofit has in some cases been more helpful than if the park were an LLC or had another business structure. However, the organization is struggling in some respects; because mobile home parks are not flagged as "affordable" by the state for tax purposes, although its lenders deemed it affordable at financing. Nueva Vida's taxes increased an untenable 250% after the county said the property's value increased \$4 million in two years.

Despite challenges, the park has not had to evict a single tenant and the community is stable; residents are not moving out. And residents know that rent increases will likely be in the range of \$50 each year, unlike other nearby parks owned by private investors, where lot rents have been raised by as much as \$400 a month.

Armstrong attributes their success to relationship building within the community. UN/VU will continue to improve the park and may transfer to resident hands eventually.

Westside Mobile Home Park/Triangle Trailer Park

Elevation Community Land Trust, based in Denver, had at one time been interested in acquiring a mobile home park outside of Colorado Springs to be redeveloped into homes on permanent foundations, according to executive director Stefka Fanchi. In the park of interest, all the units were owned by the park and rented to residents. Elevation tried to purchase the park but was outbid by a California corporation.

When residents of Westside Mobile Home Park in Durango received notice the park was being sold, the community organized and created a co-op and hoped to purchase their park with the help of ROC USA. However, the park didn't meet ROC's requirements; it was a mix of units that were rentals, resident-owned, and lease-to-own. Only two of the units were newer than 1970. Many units constituted substandard housing, with holes in the walls, no working heat, and other safety concerns. Some were divided into multiple housing spaces, or "studios."

Upon hearing Elevation's vision for redevelopment, residents decided to "build the dream" alongside the organization. Residents were 45 days into their (then) 90-day purchase period, and assigned their "opportunity to purchase" to Elevation. Fanchi called on partners, put together financing and made an offer to the owner that was rejected. At the same time, an article appeared in The New York Times about the company that was competing for the property. The park owner suggested if Elevation could meet the same terms as that potential buyer, make a cash offer, and close in 30 days, he would accept it.

By arranging for bridge financing, Elevation met his criteria, and its second offer was accepted.

Funders included the Impact Development Fund, First Southwest Bank, Local First Foundation, and La Plata County—as well as donations from individual community members.

Soon thereafter, another nonprofit purchased the adjacent Triangle Trailer Park, and now Elevation is buying Triangle from that nonprofit with the vision of redeveloping both parks into one community. Elevation intends to ask the city to annex both parks, which are located in the city but technically outside of its boundaries.

Elevation won't try to renovate or replace the aged mobile homes; instead, the agency intends to put factory-built modular homes on permanent foundations, replacing groups of the old mobile homes in phases. Elevation committed to no rent increases and no displacement of residents, so the process of refashioning the mobile home parks into neighborhoods of modular homes will likely take five to eight years. The first foundations should be set in spring 2025.

Fanchi expects to end up with a mix of permanently affordable rental and resident-owned units at the two parks. Currently the parks have 72 units; when the project is done, she believes they will house 107 modular houses.





San Juan, Green Acres, & Cottonwood Mobile Home Parks

The City of Montrose's involvement in mobile home park preservation is unusual in that it doesn't involve the purchase of parks, but instead, negotiating with a mobile home park buyer to make improvements before being issued an operating permits.

Deputy City Manager Ann Morgenthaler explained that a development team came into Montrose and bought three dilapidated mobile home parks in which water quality was bad, sewer was inadequate, there were no fire hydrants, etc. The parks were so old they pre-dated permitting. Essentially the owner was told that if he made certain improvements, he would be eligible for operating permits and could move in additional units, which would increase his revenue. Without those permits, he couldn't move in new units.

With the goal of preserving affordable housing, the city contributed a total of \$500,000 for asbestos remediation associated with removal of uninhabitable homes and helped pay for new water and sewer lines. The city used American Rescue Plan and general fund monies for this partnership.

Now the mobile home parks have clean water, new sewer and gas lines, paved roads, and a new green space at each of the three sites.

"Terrible motel-like rooms" on the properties were also removed. The owner was required to keep rents the same until the improvements had been completed, on about a two-year timeline. The city paid a contractor directly for the work the city funded. This process was comparable to what the city does for businesses, Morgenthaler said; for example, the city will help fund things like asbestos removal from downtown buildings to foster redevelopment.

"It happened, when we spoke to the right developer, that he would commit to making improvements if he could in turn bring in new units," Morgenthaler said. "We're working now on how to use that hook (or other hooks) on parks that are not in the conditions we would like them to be. How can we issue a permit conditioned on the developer doing improvements and maintaining the parks?"

Morgenthaler took her ideas to the city planning commission, then to city council for approval, and drafted a written agreement spelling out what the developer had to do in order to get approval to add a certain number of units. For its part, the city would contribute financially to the improvements.

The developer has since moved to a rent-only model and is not accepting new resident-owned mobile homes in any of the three parks.

ONLINE RESOURCES FOR MOBILE HOME PARKS IN COLORADO

Visit HRWCO.org to find a list of organizations, articles and other resources about Mobile Home Preservation.



ACKNOWLEDGEMENTS

Housing Resources approached this project because we hoped to learn from the many people and organizations in Colorado who have dedicated their time to one of the most perplexing challenges in the affordable housing space: preserving the affordability and quality of mobile home parks. We extend our gratitude to all of those who have contributed to this background paper and to the in-person event. This is the first step in what we hope will be ongoing collaboration.

Researcher/Writer

Thank you to Hollis Walker for preparing this background paper on behalf of Housing Resources

Editor/Designer

Formatting, design, and editing provided by Ysabel Nehring, Housing Resources of Western Colorado

Co-Hosts

Roaring Fork CDC. Thank you for providing additional staff and organizational expertise for this event.

Financial Sponsors

NeighborWorks America provided funding for this background document and event with a grant from the Shared Equity Housing Initiative. Special thanks to Jenee Gayner, Director of Shared Equity Housing.

Colorado Housing and Finance Authority provided additional funding for the event.

Steering Committee

Sydney Schalit and Brianda Cervantes, Roaring Fork CDC
Valeria Flores, Hispanic Affairs Project
Andy Kadlec
Blair Kanis and David Valleau, Colorado Poverty Law Project
Dan Hunt, Member/Resident Animas View MHP Co-Op
George Cheney, Independent Consultant, Cortez
Kaia Peterson, NeighborWorks Montana

Survey and Case Study Participants

Thank you to all of those who responded to our background survey and agreed to be



City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2025

Agenda Item:	Enhanced Sales Tax Incentive
Action Requested:	Discussion of economic incentive strategies for incoming businesses.
Department:	City Administration
Presented By:	Steve Boyd, Karl Hanlon
Strategic Goals:	Generate Sustainable Economic Development
Background Info:	Occasionally a business that is seeking to open a retail establishment in the City will approach us with a request for a financial incentive. One way we've done this in the past is to offer a sales tax rebate. Generally we will see how much that particular location earned the City in sales tax, and rebate a portion of above that back to the business.
Issues:	None at this time
Fiscal Impact:	Unknown at this time
Legal Review:	NA
Staff Recommendation:	NA

Glenwood Springs – Main Office

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

Aspen

0133 Prospector Rd.
Suite 4102J
Aspen, CO 81611

Ridgway

565 Sherman Street
Suite 6
Ridgway, CO 81432

Office: 970.945.2261

Fax: 970.945.7336

[*Direct Mail to Glenwood Springs](#)

DATE: January 9, 2025
TO: Glenwood Springs Mayor and Council
FROM: Karp Neu Hanlon, P.C.
RE: Natural Medicine Business Regulations

In November 2022, Proposition 122 (Access to Psychedelic Substances) was passed by Colorado voters and focused on making natural medicine (often referred to as “magic mushrooms” and more specifically referred to as psilocybin) available as a tool for treating mental health issues. The Act, referred to as the Natural Medicine Health Act of 2022, allows local governments to regulate the time, place, and manner of the operation of healing centers licensed under the Act. On May 23, 2023, Colorado Senate Bill 23-290, Natural Medicine Regulation and Legalization (“SB23-290”), also known as the psilocybin or magic mushroom bill, became law. SB23-290 amended the Natural Medicine Health Act of 2022 to clarify and establish a regulatory framework for a regulated natural medicine program in Colorado.

More specifically, the state law and implementing regulations provide the following:

- A state licensing program for natural medicine healing centers, natural medicine cultivation facilities, natural medicine product manufacturers, natural medicine testing facilities, and any other licenses the state licensing authority may find necessary;
- allowing persons over 21 years of age to possess, share, cultivate, and manufacture certain regulated natural medicine for personal use and without remuneration;
- providing for occupational licensing of persons who facilitate the use of natural medicine;
- permitting licensed healing centers to administer and facilitate natural medicine services for persons 21 years of age or older and sets the stage for state licensing, certification, permitting and registration of natural medicine businesses;
- regulations for the cultivation, manufacturing, testing, storing, distribution, transportation, transferring, and dispensation of regulated natural medicine and related products.
- Distance requirements of 1,000 feet from the property line of childcare centers, preschools, elementary, middle, junior or high schools or residential childcare facilities, using a direct

pedestrian route

- Direction for local regulations:
 - A local jurisdiction may enact ordinances or regulations governing the time, place, and manner of operation of licenses issued pursuant to the Colorado Natural Medicine Code within its boundaries.
 - A local jurisdiction may not prohibit the establishment or operation of licenses pursuant to the Colorado Natural Medicine Code within its boundaries.
 - A local jurisdiction may not prohibit the transportation of natural medicine or natural medicine product within its boundaries on public roads by a person licensed to exercise such privileges pursuant to the Colorado Natural Medicine Code.
 - A local jurisdiction may not adopt ordinances or regulations that are unreasonable or conflict with the Colorado Natural Medicine Code.
 - An action or conduct permitted pursuant to a license issued under the Colorado Natural Medicine Code is not unlawful under state or local law and may not be the basis to deny a right or privilege under state or local law.

While a local government may not prohibit the establishment and operation of state licensed natural medicine businesses and may not prohibit a state licensed facilitator from providing natural medicine services within its jurisdiction, the state law expressly anticipates local zoning laws to apply to natural medicine businesses and allows for local ordinances or regulations governing the “time, place, and manner of the operation of [natural medicine business] licenses” issued pursuant to the Colorado Natural Medicine Code. The state law further limits this authority by prohibiting local ordinances or regulations that are “unreasonable or conflict with” the Colorado Natural Medicine Code or state occupational licensing standards without further defining those terms. In the absence of regulations or case law further defining those terms, the extent of local authority to regulate is not clear. For instance, the state law and the regulations do not set up standards for local licensing authority and do not expressly address local licensing for natural medicine facilities. In contrast, state marijuana and alcoholic beverage laws anticipate and establish regulations for a local licensing authority and program.

Given the constraints in state law on local regulations we are recommending the following:

- Natural Medicine Businesses are a use by right.
- Natural Medicine healing centers by allowed in the following zone districts: M1 Mixed use Corridor, M2 Mixed use Central Core, M3 Mixed Use Regional, CO Commercial, RE Resort, I2 River Industrial, and IN Institutional.

- Natural Medicine Cultivation Facilities, Testing Facilities, and Products Manufacturers be allowed in the following zone districts: M1 Mixed use Corridor, CO Commercial, I2 River Industrial.
- Prohibit natural medicine businesses as a “home occupation”.

For purposes of comparison, below are the current allowed zone districts for medical and marijuana-related uses:

Table 030.1: Table of Allowed Uses																
P = permitted by right S = special use permit required Blank = use prohibited																
	Districts →															
Use Category	Use Type	RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP
Health Care Facilities	Hospital						P	P	P	P	P				P	
	Medical or dental clinic						P	P	P	P	P	P		P	P	
Marijuana Businesses	Medical marijuana business, excluding cultivation							S	S	S	S			S		
	Retail marijuana business, excluding cultivation							S	S		S			S		
Marijuana Businesses	Marijuana cultivation, with or without retail or medical business													S		



City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2025

Agenda Item: January 2, 2025 Council Minutes

Action Requested: January 2, 2025 City Council Minutes

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



MINUTES
CITY OF GLENWOOD SPRINGS
CITY COUNCIL MEETING
JANUARY 2, 2025
6:15 PM

Note: Official meeting minutes are located on the City website via YouTube video at the following link: <https://www.youtube.com/user/GlenwoodSprings1885/videos>. The times in agenda items indicate approximately where the item can be found on the YouTube video timeline.

REGULAR SESSION

Item 5. 9:16 Roll Call

Present: Councilor Simms, Councilor Schachter, Councilor Weimer, Mayor Wussow, Councilor Zalinski, Councilor Godes.

Absent: Mayor Pro-Tem Dehm.

Staff Present: City Manager Steve Boyd, City Clerk Ryan Muse, City Attorney Karl Hanlon, Finance Director Yvette Gustad, Director of Economic and Community Development Hannah Klausman, Public Information Officer Bryanna Starbuck, and City Engineer Ryan Gordon.

Item 6. 10:51 Agenda Changes & Conflicts

There were none.

Item 7. 10:57 Council Announcements

Mayor Wussow wished everyone a happy new year.

Item 8. 11:06 Citizens Appearing Before Council (for items not on the agenda - comments limited to 3 minutes)

Mike Harmon, Glenwood Springs resident, made comments about Sales, Use and Street Taxes.

Item. 15:10 Council Response to Citizen Comments

Mayor Wussow responded to Mike Harmon's comments.

Item 10. 16:23 Consent Agenda

Councilor Zalinski moved to approve the consent agenda. Councilor Schachter seconded and the motion passed unanimously.

Item 11. 16:56 Planning and Zoning Commission Appointments

Councilor Weimer presented on the interviews conducted during this day's work session.

Councilor Weimer moved to approve the appointments of Patrick Corcoran and Marjorie Lear as alternate members to the Planning and Zoning Commission. Councilor Zalinski seconded and the motion passed unanimously.

Items 12. 18:28 2024 Construction Project Wrap Up and 2025 Construction Previews

City Engineer Ryan Gordon presented.

Item 13. 58:32 Resolution 2025-03; Habitat Memorandum of Understanding Amendment.

Director of Economic and Community Development, Hannah Klausman, presented. Gail Schwartz, President, and Cheryl Bower Chief Operating Officer of Habitat for Humanity also presented.

Mayor Wussow opened the floor for public comments.

There were none.

Mayor Wussow closed the floor to public comments.

1:49:10 Councilor Zalinski moved to update the 8th and Midland Habitat for Humanity project to reflect the lower unit count of 6 units down from the original 8 units agreed upon. Councilor Schachter seconded, and the motion passed unanimously.

1:49:55 Councilor Zalinski moved to update the 8th and Midland Habitat for Humanity project for the sale of the units, a qualified income is expanded on area medium income from 80 to 100% AMI. Councilor Godes seconded the motion and it passed 4-2.

1:54:13 Councilor Schachter moved to update the 8th and Midland Habitat for Humanity project MOU to approve an increase for priority units to \$150,000 for two or three bedrooms in Glenwood Springs. Councilor Zalinski seconded the motion and it passed 4-2.

2:46:28 Councilor Godes moved to agree for the City of Glenwood Spring to have one priority unit and limit Habitat to have one additional priority unit open to other employers. Councilor Schachter seconded the motion. The motion failed 3-3 with Councilors Weimer, Zalinski and Mayor Wussow voting against.

2:55:01 Councilor Godes moved to one priority unit for the City of Glenwood Springs and two priority units for Habitat to sell. Councilor Zalinski seconded the motion and it passed 5-1 with Councilor Weimer voting against.

Item 14. 3:07:18 Council Comments

Councilor Godes and Mayor Wussow made comments.

Item 15. 3:09:58 Report from City Administration

City Manager Steve Boyd and City Attorney Hanlon made comments.

Mayor Wussow, Councilor Simms, Councilor Godes and Councilor Weimer made comments.

Item 16. 3:13:45 Social Event Announcement

Councilor Godes announced that the social event would take place at Doc Holliday's following the meeting.

Item 16. 3:13:58 Executive Session regarding Mitchell Cooper Litigation

Councilor Godes moved go into executive session pursuant to CRS 24-6-402(4)(b) for the purposes of receiving legal advice from the City Attorney relating to litigation styled Mitchell Cooper Ditch and Pipeline Company v. City of Glenwood Springs and Roaring Fork Transportation Authority and do adjourn the meeting once the executive session is concluded. Councilor Zalinski seconded and the motion passed unanimously.

Item 17. Adjournment



City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2025

Agenda Item: River Commission Youth Representative Appointment

Action Requested: Appoint Sophia Vaden as Youth Representative to the River Commission.

Department: City Clerk

Presented By: Ryan Muse

Strategic Goals: Provide Efficient and Responsive City Government
Preserve and Improve Infrastructure

Background Info: An interview was held with the applicant, Sophia Vadden, City Councilor Erin Zalinski, and other members of the River Commission on January 8th. Councilor Zalinski recommends the appointment of Ms. Vadden as the Youth Representative for the River Commission.

Composition of the River Commission

- Seven (8) citizens, with one (1) alternate, at least six (6) who are residents of the City and one (1) who may reside outside of the City but within the 81601 zip code area or own real property or a business within the City and one (1) youth who is in the 9th-12th grade in the City and who shall serve a one-year term.

Powers and Duties of the River Commission
(as defined in Title 020 of the Glenwood Springs Municipal Code);
(g) Powers and duties of River Commission.

The powers and duties of the River Commission shall be:

1. To investigate, study, and report to the City Council any and all matters concerning the use, enjoyment, conservation of the, rivers and streams in the City and its environs and the open space adjacent thereto, including water quality issues, the protection of valuable riparian ecosystems, and water rights matters.
2. To advise the City Council on public access to and use of rivers and streams in the City and the adjacent environs and maintain and update a map related thereto as necessary.
3. To advise the City Council on the use of municipally owned property adjacent to the rivers and City construction projects in the rivers or adjacent open space.
4. To promote and celebrate riverfront cleanup efforts and public awareness of non-point source water pollution.
5. To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in the acquisition and improvement of the rivers and adjacent open space, and to otherwise advise the City Council on budgetary needs related to preservation of open space and river improvement.
6. To appoint subcommittees as necessary to carry out the foregoing functions.
7. To coordinate with the Parks and Recreation Commission, Roaring Fork Conservancy, Middle Colorado Watershed Council, and other organizations, stakeholders groups, and property owners as is necessary to carry out the foregoing functions.

8. At the request of City Council hold an annual work session with the City Council to review the actions taken by the River Commission regarding the foregoing functions and discuss future plans.

Issues:	N/A
Fiscal Impact:	N/A
Legal Review:	N/A
Staff Recommendation:	Staff defers to Council.

River Commission Application - Submission #2869

Date Submitted: 11/18/2024

River Commission Application

City of Glenwood Springs
101 W. 8th St.
Glenwood Springs, CO 81601

Jim Hardcastle; Long Range Principal Planner
james.hardcastle@cogs.us
970-384-6427



Thank you for your interest in serving your community. Please answer all questions on this application.

Membership Qualifications*

You must qualify with one of the options below to be eligible to serve on the River Commission. Please select the option that applies to you.

- ☒ Resident of Glenwood Springs within city limits.
- ☐ Resident outside of Glenwood Springs city limits, but within the 81601 zip code.
- ☐ Owner of real property or a business within Glenwood Springs city limits.
- ☐ Youth resident (under the age of 18) within the 81601 zip code or attending school within city limits.

Please select today's date*

11/18/2024

Personal Information

First Name*

Sophia

Last Name*

Vaden

Occupation*

High School Student

Home Address*

City*	State*	Zip Code*
Glenwood Springs	Colorado	81601

Mobile Phone Number*	Email Address*

Home Phone Number	Work Phone Number

Mailing Address (If different than home address)

831 Stoneridge Court

City	State	Zip Code
Glenwood Springs	Co	81601

Personal and Professional Interests

Why are you interested in serving on the River Commission?*

I've always loved the outdoors, I'm always outside during the summer and one of my favorite things to do is be out on the river. I think its extremely important that we take care and moderate use and quality of the river, and Id love to be able to take part in discussion regarding how to keep our ecosystems clean and healthy.

What do you view as the role of a River Commission member?*

As a river commission member, I visualize someone who is an advocate for our local ecosystems, and management. Someone who would take care of the river, advocate for community activism (promoting river cleanup events, fundraisers, ect.) and help oversee different projects related to the river.

What personal or professional experience do you have relative to the mission of the River Commission (see Powers and Duties at the end)?*

I work for Blue Sky adventures which is a local rafting business. Over the summer we helped spread the word for River fest, the annual event for river cleanup and celebration. As a member of the board I would love to help come up with ideas for river protection and funding towards river cleanup.

Do you actively participate in activities using the City's open spaces, trails or rivers?*

Yes, during the summer I enjoy rafting, kayaking, fishing and hiking. I love being outside and exploring new places.

Have you previously served in any policy advisory capacity relative to natural resource protection? If so, state your role.*

No, I have not.

What do you see as the role that rivers, trails and open spaces play in the character and function of the Glenwood Springs Community?*

Glenwood Springs is a very touristy place, no doubt. Our outdoors play a large part in this as well, from skiing to rafting to hiking and biking our outdoors are constantly being used by the locals and visitors. It is really important to take care of these popular outdoor areas in terms of protection and cleanup to make sure that future visitors can enjoy the experience as well. Without proper care, our beautiful outdoors can easily fall victim to neglect and destruction.

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

Yes, absolutely.

Are you able to attend a monthly meeting of the River Commission held at 7:30 a.m. on the first Wednesday of each month?*

Yes, I am.

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

I don't have much experience with working on a board or commission, however I have participated in group planning and activities through my sports and school. I've helped discuss key events and planning, as well as participated in group ideas and projects.

Have you previously served on the River Commission?*

No 

Reappointment Applicants

These questions only required for reappointment applicants.

Why do you think you should be reappointed?

Have you served two full successive terms on the River Commission?

-- Select One -- 

Powers and Duties of the River Commission

(as defined in Title 020 of the Glenwood Springs Municipal Code); (g) Powers and duties of River Commission.

The powers and duties of the River Commission shall be:

1. To investigate, study, and report to the City Council any and all matters concerning the use, enjoyment, conservation of the, rivers and streams in the City and its environs and the open space adjacent thereto, including water quality issues, the protection of valuable riparian ecosystems, and water rights matters.
 2. To advise the City Council on public access to and use of rivers and streams in the City and the adjacent environs and maintain and update a map related thereto as necessary.
 3. To advise the City Council on the use of municipally owned property adjacent to the rivers and City construction projects in the rivers or adjacent open space.
 4. To promote and celebrate riverfront cleanup efforts and public awareness of non-point source water pollution.
 5. To investigate, study and report to the City Council on grants, donations and other forms of funding to assist in the acquisition and improvement of the rivers and adjacent open space, and to otherwise advise the City Council on budgetary needs related to preservation of open space and river improvement.
 6. To appoint subcommittees as necessary to carry out the foregoing functions.
 7. To coordinate with the Parks and Recreation Commission, Roaring Fork Conservancy, Middle Colorado Watershed Council, and other organizations, stakeholders groups, and property owners as is necessary to carry out the foregoing functions.
 8. At the request of City Council hold an annual work session with the City Council to review the actions taken by the River Commission regarding the foregoing functions and discuss future plans.
-

Appointment, Removal, Term, and Vacancies of Boards and Commissions

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

(a) Appointment and term of members. Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

1. February:

Planning and Zoning Commission;
Finance Advisory Board;
Tourism Management Board;
Building Board of Appeals.

2. March:

Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

3. April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Workforce Housing Fund Advisory Board;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. Unless it is deemed vital by the City Council that an appointed member of a board or commission be retained in office, no Board member shall serve more than two (2) full successive terms on the same board or commission. An individual may serve multiple non-successive terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)



City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2025

Agenda Item: Downtown Development Authority Appointment

Action Requested: Review recommendation for appointment.

Department: City Clerk

Presented By: Ryan Muse

Strategic Goals: Provide Efficient and Responsive City Government
Preserve and Improve Infrastructure

Background Info: Larry MacDonald was interviewed by Mayor Pro Tem Marco Dehm and DDA Executive Director Jillian Sutherland. They recommend the appointment of Mr. MacDonald to the vacant seat on the DDA with a term to expire in June of 2026.

**Composition of the Downtown Development Authority Board
(Per the Glenwood Springs Downtown Development Authority (GSDDA) Amended
and Restated Bylaws; Article III Section 1)**

The affairs of GSDDA shall be managed by a Board of no more than eleven (11) members. The Glenwood Springs City Council shall appoint nine (9) of these members from the general public and qualified to serve pursuant to C.R.S. § 31-25-806. The Mayor shall appoint two (2) members annually from City Council, a regular and an alternate. Such member's sole function will be to serve as a liaison between Council and the GSDDA Board and he/she shall not be a voting member of the Board except when there is a tie vote amongst the Board or when necessary to have a quorum. Each appointed member from the general public, shall reside within, be a business lessee within, own real property within, be an officer or director of a corporation, member or manager of a limited liability company, limited or general partner of a partnership having its place of business within the GSDDA district or be an employee of an entity with its place of business within the GSDDA as long as such employee is considered by the business to be a manager or assistant manager.

**Powers and Duties of the Downtown Development Authority Board
(Per the Colorado Revised Statutes; Title 31 - Government - Municipal Powers and Functions of Cities and Towns; Article 25 - Public Improvements, Part 8 - Downtown Development Authorities; § 31-25-801. Legislative Declaration;
Universal Citation: CO Rev Stat § 31-25-801)**

The Powers and Duties of the Downtown Development Authority Board shall be:

1. The general assembly declares that the organization of downtown development authorities having the purposes and powers provided in this part 8 will serve a public use; will promote the health, safety, prosperity, security, and general welfare of the inhabitants thereof and of the people of this state; will halt or prevent deterioration of property values or structures within central business districts, will halt or prevent the growth of blighted areas within such districts, and will assist municipalities in the development and redevelopment of such districts and in the overall planning to restore or provide for the continuance of the health thereof; and will be of especial benefit to the property within the boundaries of any authority created pursuant to the provisions of this part 8.

2. The general assembly determines, finds, and declares that because of a number of atypical factors and special conditions concerning downtown development unique to each locality, the rule of strict construction shall have no application to this part 8, but it shall be liberally construed to effect the purposes and objects for which it is intended.

Issues:	N/A
Fiscal Impact:	N/A
Legal Review:	N/A
Staff Recommendation:	Staff defers to Council.

Downtown Development Authority Board Application - Submission #2688

Date Submitted: 8/6/2024

Downtown Development Authority Board Application

City of Glenwood Springs
101 W. 8th St.
Glenwood Springs, CO 81601

Steve Boyd, City Manager
steve.boyd@cogs.us
970-384-6422



Thank you for your interest in serving your community. Please answer all questions on this application.

Membership Qualifications*

You must qualify with one of the options below to be eligible to serve on the Downtown Development Authority Board. Please select the option(s) that applies to you.

- ☐ Resident within the boundaries of the DDA
- ☐ Business Lessee within the boundaries of the DDA
- ☐ Owner of property within the boundaries of the DDA
- ☒ Corporate Officer or Director of business within the boundaries of the DDA
- ☒ Manager of Assistant Manager of a business within the boundaries of the DDA

Please select today's date*

8/6/2024

Personal Information

First Name*

Larry

Last Name*

MacDonald

Occupation*

General Manager Hotel Colorado

Home Address*

526 Pine St

City*

Glenwood Springs

State*

Colorado

Zip Code*

81601-3032

Mobile Phone Number***Email Address***

Imacdonald@hotelcolorado.com

Home Phone Number**Work Phone Number**

9709456511

Mailing Address (If different than home address)**City****State****Zip Code**

Personal and Professional Interests**Why are you interested in serving on the Downtown Development Authority Board?***

Hotel Colorado has a presence connecting to downtown and seeing the improvements coming with 6th street and the overall downtown image and events we would like to be more in front of the development of downtown area.

What do you view as the role of a Downtown Development Authority Board member?*

Ensuring the vision set forth is respected and carried out with downtown businesses and partners in mind.

Do you have any particular areas of interest or a particular perspective relating to downtown development in Glenwood Springs?*

The 6th street area is on my radar right now due to the obvious impact it will have during construction and following. Very excited about the future opportunities this brings to all of us on this side of the River, but there is more than 6th street I know.

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

Yes, most recently we had to dissolve 7 management positions at the Hotel. This was a business decision to reduce non-required positions at a 130 room hotel that was staffed for a 350 room hotel. These positions were held by long term employees, employees that were tied to the community and we had no options to move them to other roles within the property. These were hard decisions and many were unhappy, these decisions grew legs on social media and in online reviews and frankly consumed a great deal of time dispelling rumors and attempting to set records straight while respecting individuals separation packages and agreements, which were to remain confidential. Not a happy time.

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

Yes I have served on many boards and associations over the years where you must respect those boundaries as well as allow emotions to drive decisions or positions you take. The goals laid out must be supported and if you can not stay to that focus then you should remove yourself from such a position.

The DDA Board generally meets once a month during a weekday. Do you have any existing time commitments that will hamper your ability to serve?*

I have ownership meeting every Tuesday at 10 am and that usually is over by 10:30 am and I am a quick walk over the bridge to make a 11 am - This may be an issue once in a while but if there is a important meeting I will let ownership know.

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

Years - As I have served in Hospitality 35 years I have served on various boards in tourism, state and local and the Chamber boards. I have coached hockey at the youth and college levels and president of boards, local state level and national level.

Have you previously served on the Downtown Development Authority Board?*

No

Reappointment Applicants

These questions only required for reappointment applicants.

Why do you think you should be reappointed?

Have you served two full successive terms on the Downtown Development Authority Board?

No

Powers and Duties of the Downtown Development Authority Board

(Per the Colorado Revised Statutes; Title 31 - Government - Municipal Powers and Functions of Cities and Towns; Article 25 - Public Improvements, Part 8 - Downtown Development Authorities; § 31-25-801. Legislative Declaration)

1. The general assembly declares that the organization of downtown development authorities having the purposes and powers provided in this part 8 will serve a public use; will promote the health, safety, prosperity, security, and general welfare of the inhabitants thereof and of the people of this state; will halt or prevent deterioration of property values or structures within central business districts, will halt or prevent the growth of blighted areas within such districts, and will assist municipalities in the development and redevelopment of such districts and in the overall planning to restore or provide for the continuance of the health thereof; and will be of especial benefit to the property within the boundaries of any authority created pursuant to the provisions of this part 8.
 2. The general assembly determines, finds, and declares that because of a number of atypical factors and special conditions concerning downtown development unique to each locality, the rule of strict construction shall have no application to this part 8, but it shall be liberally construed to effect the purposes and objects for which it is intended.
-

Appointment, Removal, Term, and Vacancies of Boards and Commissions

(Per the Colorado Revised Statutes; Title 31 - Government – Municipal; Powers and Functions of Cities and Towns; Article 25 - Public Improvements; Part 8 - Downtown Development Authorities; § 31-25-805. Board - membership - term of office)

Members shall be appointed for terms expiring June 30 and shall expire four years from the expiration date of the terms of their predecessors.

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

(a) Appointment and term of members. Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

1. February:

Planning and Zoning Commission;
Finance Advisory Board;
Tourism Management Board;
Building Board of Appeals.

2. March:

Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

3. April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Workforce Housing Fund Advisory Board;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. Unless it is deemed vital by the City Council that an appointed member of a board or commission be retained in office, no Board member shall serve more than two (2) full successive terms on the same board or commission. An individual may serve multiple non-successive terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.



City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2025

Agenda Item:	Award Request for Proposal 2024-25P Downtown Solid Waste and Recycling Services
Action Requested:	Award Request for Proposal 2024-25P Downtown Solid Waste and Recycling Services to Waste Management of Colorado, Inc.
Department:	Public Works
Presented By:	Matthew Langhorst
Strategic Goals:	Protect and Preserve our Quality of Life
Background Info:	The City of Glenwood Springs took control of all trash services on Blocks 43 and 44 of the downtown area back in 2019. Two sets of Marathon solid waste compactors were installed, one set per block, and two 3 yard recycling cans were provided adjacent to the Marathon Compactors so that the entire block could utilize these facilities instead of each business and residents having their own cans lining the alleyways. The original trash service contract was bid and awarded to Waste Management and the city has been happy with their service. It is time to rebid the service to make sure we are getting the best pricing possible and to adjust the pick up schedule for both waste and recycling to 7 days a week. Currently recycling is only 6 days a week. Two bids were received, Waste Management was the low bidder and staff would recommend continuing service with them. They will be signed to a one year contract with the ability to extend for 3 additional years if all parties agree each year. The fees collected from the users on the two blocks pay for the service contract and general maintenance on the compactors.
Issues:	WM asked for some of their standard contract language to be added to our standard contract, legal and staff will work through this process.
Fiscal Impact:	This is a break even service the city provides in this area of town to clean up the alleyways from containers and trash.
Legal Review:	Legal will review the contract language.
Staff Recommendation:	Staff is Recommending Council Award Request for Proposal 2024-25P Downtown Solid Waste and Recycling Services to Waste Management of Colorado, Inc.



Downtown Solid Waste and Recycling Hauling Services

2024-25P

January 6th, 2025

SUBMITTED BY

WM of Colorado, Inc.

Always Working For A Sustainable Tomorrow

CONTACT

Brandi Carr

Senior Account Executive

970-275-1804

bcarr@wm.com





WM of Colorado, Inc.
62 County Rd 113
Carbondale, CO 81623

January 6th, 2025

City of Glenwood Springs
City Clerk

Attn: Ryan Muse

Dear Ryan,

WM of Colorado, Inc. (WM) is pleased to present the following response to the City of Glenwood Springs's 2024-25P for Downtown Solid Waste and Recycling Hauling Services.

WM works with customers of all sizes across North America, and we use this vast experience to set a higher standard for our services and drive continuous improvement in our operations. With WM as your partner, you can expect:



The best value for your Stakeholders: When choosing a provider for your needs, value is more than just the bottom line. Value to your stakeholders is about what they get for the money you pay. With WM, you will receive best-in-class service from an experienced team that is laser-focused on delivering quality, on-time, reliable service at the best price possible.



A partner that works for a sustainable tomorrow: Waste and recycling management are highly regulated operations with the potential for significant adverse environmental impacts if not appropriately handled. WM is not simply a trash collection company; we have comprehensive, safety-focused solutions to manage almost all types of waste. As a leader in environmental solutions, we assure you that your materials will be handled in full compliance with all regulations.



Services delivered as promised every day: As the largest, most financially stable environmental solutions provider in North America, we can finance operational improvements, equipment, facility upgrades, and container purchases. We do not have to rely on the timelines and terms of third-party creditors. Our resources also allow us to provide gold-standard insurance to protect our partners.

Thank you for the opportunity to participate in selecting an environmental services partner. We are eager to earn your business, and our team is dedicated to going above and beyond to deliver best-in-class service for your community. Please do not hesitate to contact me with any questions.

Sincerely,

Brandi Carr

Brandi Carr/ Senior Account Executive
970-275-1804/ Bcarr@wm.com

TABLE OF CONTENTS

1 | BID SCHEDULE..... 2

2|QUALIFICATIONS/EXPERIENCE/CREDENTIALS 3

3 | OPTIONAL ADDITIONAL ALTERNATIVES 10

4 | COLLECTION SCHEDULE 10

5 | DRAFT WORK PLAN 10

6 | REFERENCES..... 10

7 | EXCEPTIONS/ACKNOWLEDGEMENT 13

8 | DATE AVAILABLE TO START 18

9| INSURANCE 18

10 | CONCLUSION 18





1 | BID SCHEDULE

MONTHLY PRICING

We recognize that our pricing may not earn us low-cost bidder status. Still, we are proud to provide all our partner communities with consistent, high-quality service throughout our agreements. Glenwood Springs's pricing has been carefully calculated to enable us to deliver dependable service through skilled employees focusing on safety and the flexible, responsive customer service you expect from Waste Management.

Service Description	Quantity	Frequency	Monthly Amount (\$)	Annual Amount (\$)
Hauling - 3 Yard REL Compactor for MSW Commercial	4	7xweek	\$3,000.00	\$36,000.00
Hauling - 3 Yard REL Recycling for Recycle Material	4	7xweek	\$1,000.00	\$12,000.00
Total			\$4,000.00	\$48,000.00

WILDLIFE RESISTANT CONTAINERS

WM shall provide the City of Glenwood Springs with wildlife-resistant recycling containers. Regular maintenance will ensure that animals cannot access the material inside. Should bears breach a container, an emergency repair will be performed to ensure that the containers are locked, and a new method will be assessed to prevent it from reoccurring.



MISC

Annual Price Adjustment: Waste Management will adjust prices annually based on the percent change in the average Consumer Price Index for All Urban Consumers: Water, Sewer, and Trash Collection Services ("CPI"), as published by the Bureau of Labor Statistics. [OBJ]

NOT TO EXCEED

The first year of service shall not exceed \$4000 per month. The Bid Schedule explains that the CPI amount will be assessed each consecutive year. [OBJ]

2|QUALIFICATIONS/EXPERIENCE/CREDENTIALS

WM: Who We Are and What We Do

As North America's leading provider of comprehensive environmental services, WM serves millions of residential, commercial, industrial, and municipal customers throughout the U.S. and Canada by collecting, transporting, and finding new uses for the waste they generate. We also collaborate with our

customers to help them achieve their sustainability goals by managing and reducing waste and operating sustainably.

To serve our diverse customer base, we have developed the industry's largest network of collection operations, transfer stations, and recycling and disposal facilities, led by a team of 48,300 Employees are motivated to go above and beyond. Unmatched in geographical reach and ability, our resources enable us to manage every aspect of our customers' waste streams.

WM At-a-Glance (data represents the most recently published information)

People	Operations				
48,300 team members	255 solid waste landfills	5 hazardous waste landfills	507 hauling facilities	340 transfer facilities	\$31.4B asset base
Recycling Facilities	Energy			Environmental	
49 single stream recycling facilities	10,832 alternative fuel vehicles			73 certified wildlife habitat programs	
27 commercial facilities	177 natural gas fueling stations			70 pollinator programs	
11 other facilities	102 landfill gas-to-electricity facilities			177 active habitat, species, and education-certified projects	
9 construction and demolition recycling facilities	26 landfill gas-to-industrial customers as a substitute for fossil fuels			13,721 acres actively managed for wildlife preservation	
26 composting facilities	16 Renewable Natural Gas Facilities				
4 WM CORE® organics processing facilities					

Service Delivery Optimization: The Cornerstone of Our Operations

WM focuses on four performance principles in all our operations: **Safety, Service, Savings, and Satisfaction**. To meet the goals of each principle, we use a comprehensive operations framework—Service Delivery Optimization (SDO)—to define, track, and measure every aspect of our operations to enable us to monitor continuous improvement.

SDO is a marriage of technology and management that drives employee engagement, knowledge sharing, and accountability. It gives all our team members the mindset to meet and exceed our customers' expectations. SDO was developed based on our extensive research of best-practice operations from businesses with logistics, employee engagement, and service delivery expertise. The system, which is unique to WM, will help us meet the benchmarks set by our customers.



SDO Management Procedures

We take pride in providing exemplary service. We utilize SDO as our proprietary best practices management tool to manage and track our performance. If an issue does arise, our SDO management procedures are:

Service Metric	SDO Procedure	SDO Value
Safety	Safety metrics, both present and past, are summarized weekly and monthly. The report includes the total recordable injury rate (TRIR) and the vehicle accident rate report (VARR), which address injuries and accidents.	We aim to return every employee home safely to their family and friends at the end of every day. As part of SDO, we use established safety metrics to measure and manage our operational performance. Managers and drivers discuss these metrics at daily launches.
Missed pickups	Our operations team creates reports daily, weekly, and monthly. The results are posted by route and driver name in the meeting room to inform all our drivers where we are missing customers.	This creates transparency and peer-to-peer accountability. Our route managers actively engage with drivers regarding missed collections. Drivers also participate in coaching and mentoring their team members.
Noise and spills	We track noise and spill complaints through our customer service complaint log and report them to our customers as required.	Tracking noise and spill complaints gives our management team insight into incidents that must be resolved before they become a nuisance for your community.
No can-out percentage (NCO)	The daily NCO report tracks the percentage of routes reported as “no can out.” This data helps to inform operational compliance and identify trends.	If the route shows a high percentage of “no can out,” route managers will conduct a “walk and talk” with our drivers on the route. High NCO percentages may signal missed collections, a situation requiring immediate correction.
Daily efficiencies dashboard	All efficiency data is combined into one daily dashboard report, including homes collected per hour based on each route’s efficiency goal, total daily idle time by truck,	To confirm we are routing for safety, service, and savings, our operations team meets every morning to review and discuss the daily dashboard and make route adjustments, if necessary.

Service Metric	SDO Procedure	SDO Value
	and route sequence compliance (Plan vs. Actual).	
Truck weights	This daily report lists the weight of every load from the previous day by truck.	The report enables the operations team to review truck weights to confirm they are within legal limits.
Fleet/maintenance reports	Every morning, we track the number of trucks departing for collections versus those needing repair. This data is summarized weekly.	Route managers use this report to coach drivers on proper maintenance protocol. We need drivers to anticipate repairs to avoid disrupting collections.

Onboard Computing System Provides Real-Time Driver Feedback

Our fleet of trucks is equipped with our onboard computing system (OCS), which enhances communication between our operations and customer service teams. OCS replaced paper route books with electronic route sheets that are updated in real-time. Collection drivers see all stops and service tickets on their touch screens, which our route managers and dispatchers can update remotely and in real-time. Drivers use their OCS to log the completion of each service performed.



OCS is also a key tool for noting and communicating route exceptions such as blocked containers, extras, and contamination. Each exception has a designated code. Drivers log the appropriate code at the time of collection and can add supplementary notes. If OCS becomes unavailable, our drivers use a traditional paper route sheet to perform scheduled collections and manually enter routing exceptions. The primary benefits of OCS are:

- **Service exceptions:** When a driver encounters a condition that prevents providing service or requires a service beyond emptying a container, such as removing extras and noting contamination, they touch the “service exception” button. Drivers can touch the exception button on the customer order list or from the customer order detail screen, which triggers an “exception” pick list on the display. Drivers touch the role containing the appropriate service exception.
- **Proactive Customer Communication:** Drivers document any issues with attempting to service the customer account, including carts not being out, blocked access, or ancillary pickups. This allows us to address customer problems and prevent inconveniences like missed collections proactively.

Our OCS is complemented by the following industry-leading software and technology for real-time routing and dispatch communication:

Technology	Function	Benefit
------------	----------	---------

eRouteLogistics®	Mapping and routing software system used to develop and modify routes	✓ Takes into account traffic patterns in the community, vehicle capacity, location of disposal sites, and travel times to create the most efficient routes possible to provide the best value to the customer ✓ Fully integrated with our billing and customer database, Mid-America Systems (MAS), to capture new customers and service changes
Plan Versus Actual (PvA) Technology	Software that plots planned route versus actual route status	✓ Identifies routes that may be running behind the typical schedule that customers are accustomed to, enabling WM to redistribute routes to prevent missed or late pickups proactively
Onboard Computer System Dispatch (OCSD)	In-office software connecting dispatch and route management to driver OCS	✓ Route modifications are made in real-time and instantly appear on drivers' tablets so that any potential for service disruption is eliminated ✓ Enables dispatch and managers to electronically assign service tickets and communicate with drivers for immediate customer issue resolution (e.g., blocked container, late set out, etc.)

Safety: A Core Value for WM

It is our duty to take every sensible step to prevent workplace injuries and return our employees home safely every night. Likewise, our customers and the communities we operate in depend upon us to safely collect, process, and dispose of their wastes while being mindful of our actions in their neighborhoods to protect the environment we share.



Therefore, safety is not just a priority for WM—because priorities often change—but a core value for our company. We understand the magnitude of our responsibility and strive to confirm that each task, piece of equipment, and company policy and procedure reinforces safe actions and behaviors.

Providing the safest possible service starts with our employees and establishing a culture for them that is grounded in safety. We do this through:

- **Hiring the Right Employees:** Our diligent pre-employment screening process includes a comprehensive background check, fingerprinting, and drug testing. All candidates and employees are subject to WM's Drug and Alcohol-Free Workplace Policy, which includes regular, ongoing screenings for company vehicle employees.
- **New Hire Training:** Regardless of relevant experience, all new drivers participate in new hire training at one of our regional Driver Training Centers. This two-week immersion training experience teaches drivers safety rules, procedures, vehicle inspections, safe lifting, and DOT-required safety curriculum. Each newly hired driver undergoes more than 80 hours of training in classrooms and behind the wheel with an experienced driver.

- **Ongoing Training:** Our drivers attend “tailgate” meetings every morning where relevant and time-sensitive safety topics are often discussed. A monthly safety training series is also held, and employees are provided additional time to go in-depth on new or key safety topics. Observation behavior assessments are conducted regularly by route managers and driver trainers, and on-the-job assessments are provided to evaluate driver knowledge, operating behaviors, and compliance with safety rules and best practices.

Industry-Leading Safety Technology

Our fleet’s technology needs are specific to our services, requiring us to develop and implement custom-made advancements based on what matters most to WM—our partners and customers and our ability to deliver safe and efficient collection services with outstanding customer service.

- **DriveCam®:** One of the safety innovations onboard our trucks, DriveCam goes beyond traditional dashcams by pairing machine vision with artificial intelligence to identify risks as they occur on the road and respond to the driver with real-time coaching. DriveCam is mounted on the windshield of the interior cab with cab-facing and road-facing cameras. When an unsafe condition is detected, such as critical following distance, lane departure, or imminent collision, the device visually and audibly alerts our drivers, allowing self-correction.
- **Back-Up Cameras:** Our trucks have backup cameras that view the area behind them **whenever they are** in reverse. This reduces the potential for backing accidents and enhances pedestrian safety.
- **eRouteLogistics®:** The eRouteLogistics software on each truck’s onboard computing system considers traffic patterns in the community through GPS, allowing us to modify routes in real-time. Hence, our trucks avoid congested areas or ongoing community events.



Additionally, all WM trucks come standard with safety features such as electric heated rear-view mirrors, Busboy mirrors for unrestricted views of the area in front of the truck, side floodlights to illuminate both sides of the truck, and heavy-duty disc brakes that exceed all applicable Federal Motor Vehicle Safety Administration requirements.

Financial Strength: The Foundation for Our Commitment

As a publicly traded company, WM is held to the most stringent regulations for accurate and timely financial disclosure. Revenue in 2022 was \$19.7 billion, and WM has an asset base of \$31.4 billion. The company generates strong and consistent cash flow and has access to an extensive line of credit. WM’s financial strength is the foundation for our commitment to serving our customers, performing our obligations, and protecting the environment in our broad services.

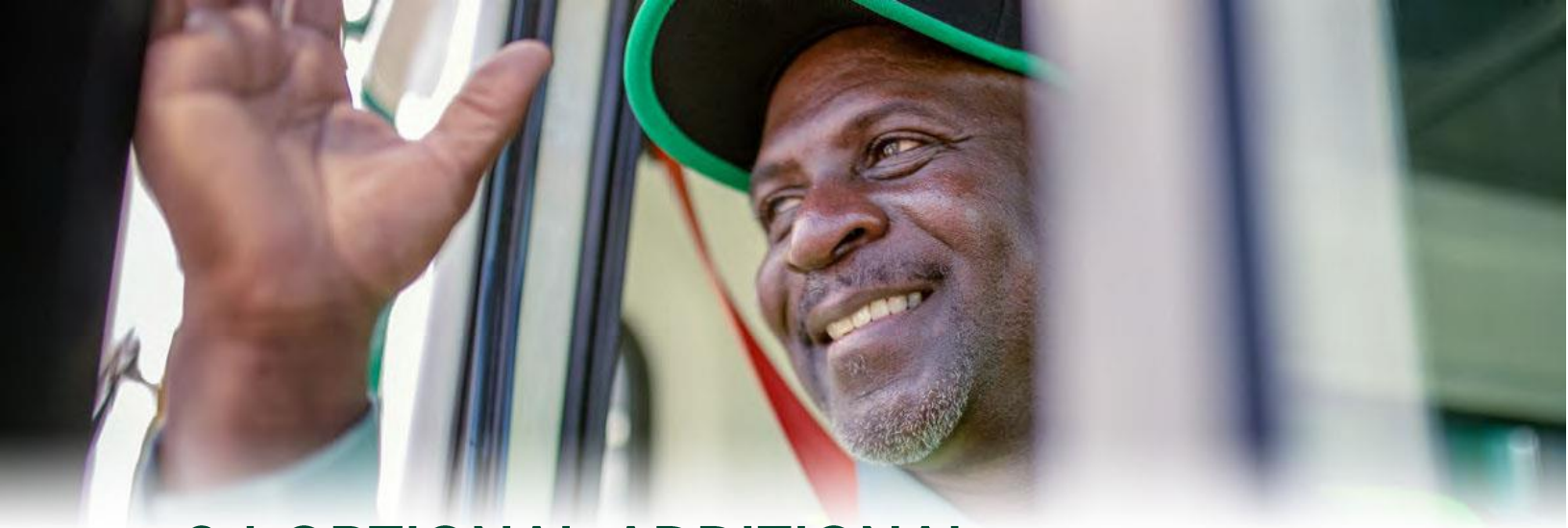
Full financial results are available on our website at investors.wm.com.

WM has achieved solid investment-grade credit ratings from three major rating agencies. Most recently, the company has been assigned ratings of A-/A-2 by Standard & Poor’s, BBB+ by Fitch, and Baa1 by Moody’s. The ratings are based on expectations that management will maintain good liquidity, pursue a moderate financial policy, and allocate capital in a disciplined manner. Each agency’s credit outlook for WM is stable.

WM's financial strength, as summarized above, gives our customers assurance that we can and will fulfill our obligations.

- WM is committed and financially able to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- WM offers North America's most extensive network of waste management services, including transportation, disposal, treatment, recovery, remediation, waste identification, and other specialty services. This network enables us to provide a single source of responsibility for everything from transportation to waste disposal.
- Typically, new capital requirements are internally financed by WM using cash flow from existing operations - freeing our new trucks, carts, containers, and facility investments from the timelines and terms of third-party creditors.

WM's financial strength helps us continually advance services for all our customers, and we are committed to maintaining that strength.



3 | OPTIONAL ADDITIONAL ALTERNATIVES

WM has partnered with Thompson Welding, a trusted name in the industry, to handle all compactor repair and installations. This partnership ensures that our clients receive top-notch service from experienced professionals. The hourly rate for these services is \$125.00, reflecting the high quality and expertise provided. It's important to note that these fees are separate and will not be included in the monthly fee associated with this proposal, offering flexibility based on your needs.

4 | COLLECTION SCHEDULE

To minimize disruption and ensure the safety of pedestrians, WM will empty all containers, including trash and recycling bins, daily. Collections will commence at 8:00 a.m. daily, including Saturdays, Sundays, and holidays. This consistent schedule ensures that waste is managed efficiently and the area remains clean and orderly.

5 | DRAFT WORK PLAN

Waste Management (WM) has cultivated a strong partnership with the City of Glenwood Springs, fine-tuning our operations to align seamlessly with the city's unique requirements. Our proposed work plan builds on this foundation, ensuring continuity, efficiency, and the highest service standards. Below, we outline the key components of our work plan:

1. Tailored Service Delivery

WM has developed an operational model tailored to the City of Glenwood Springs. This includes:

Optimized Collection Routes: Leveraging advanced route management tools to minimize environmental impact and maximize efficiency.

Customized Pickup Schedules: Adapting to seasonal demands and community events to ensure uninterrupted service.

2. Commitment to Sustainability

A commitment to environmental stewardship drives WM's operations:

- **Sustainable Practices:** Utilizing eco-friendly vehicles and reducing landfill dependency through enhanced recycling programs.
- **Data-Driven Improvements:** Regularly analyzing waste trends to identify opportunities for increased diversion rates.

3. Continuous Improvement

To exceed expectations, WM focuses on innovation and adaptability:

Regular Performance Reviews: Collaborating with city officials to assess and improve service delivery.

Staff Training Programs: Ensuring all team members have the latest industry knowledge and best practices.

4. Emergency Response Readiness

WM has established protocols to address unforeseen circumstances swiftly and effectively, including:

Disaster Recovery Plans: Maintaining service continuity during natural disasters or extreme weather conditions.

Rapid Deployment Teams: Ensuring prompt service restoration when needed.

By building on our extensive experience and deeply rooted understanding of Glenwood Springs, WM is uniquely positioned to deliver exceptional service while fostering a cleaner, more sustainable community

6 | REFERENCES

References: Empower Your Decision-Making with Our Satisfied Customers

We are pleased to submit our quality references. Our team has relevant experience and expertise in delivering exceptional results in similar projects. We have carefully selected these references because the scope of services, goals, and successes align with the requirements and objectives outlined in the City of Glenwood Springs RFP.



Reference #1:

Mesa County Valley School District

Contact Name and Title:

Keegan Pfeiffer

Address:

2115 Grand Ave.
Grand Junction,
CO 81501

Phone:

(970) 254-5208

Email:

kpfeiffe@d51schools.org

Description of Services:

Waste and Recycling Hauling

Highlights

WM has been servicing the School District since 2009

Reference #2:



Aspen Ski Company

Contact Name and Title:

Shana Miller

Address:

Snowmass
Village

Phone:

970-371-
9626

Email:

Smiller3@aspensnowmass.com

Description of Services:

Waste and Recycling Hauling

Highlights

WM has been servicing Aspen Ski Co since 2003.



City of Fruita

Contact Name and Title:

Shannon Vassen

Address:

325 E. Aspen Ave.
Fruita, CO 81521

Phone:

(970) 858-3663

Email:

svassen@fruita.org

Description of Services:

Waste and Recycling Hauling

Highlights

WM has been servicing the City since 1999.

7 | EXCEPTIONS/ACKNOWLEDGEMENT

WM asks that this addendum is included with the City of Glenwood Springs contract.

EXHIBIT A

ADDENDUM TO THE REQUEST FOR PROPOSAL 2025P

ADDENDUM to the Service Agreement (the “**Agreement**”) by and between the City of Glenwood Procurement Department (“**Customer**”) and Waste Management of Colorado, Inc. (“**Vendor**”).

THE PARTIES AGREE THAT THE FOLLOWING PROVISIONS SHALL BE BINDING UPON THE PARTIES AND SHALL SUPERSEDE ANY PROVISIONS IN THE AGREEMENT WHICH CONFLICT WITH THIS ADDENDUM. THE WARRANTIES AND INDEMNIFICATIONS CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE AGREEMENT.

REQUEST FOR PROPOSAL. The City of Glenwood Procurement Department grants to Vendor the exclusive right, and Vendor through itself and its Affiliates shall furnish equipment and services, to collect, dispose of and recycle Customer Downtown Solid Waste and Recycling Hauling Services (collectively, the “Services”) generated at Customer’s locations (the “Locations”).

VENDOR requires that the final Agreement between the parties to contain the following definitions and language, as set forth herein below, which are standard in the waste and recycling disposal industry:

SCOPE OF SERVICES; WASTE MATERIALS. City of Glenwood Procurement Department (“Customer”) represents and warrants that the materials to be collected under this Agreement shall be only “Waste Materials” as defined herein. For purposes of this Agreement, “Waste Materials” means all non-hazardous solid waste and Recyclable Materials generated by the Customer at all Service locations/address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, but Customer shall complete a Waste Profile for such Special Waste which has been approved by Vendor in writing. Recyclable Materials shall include any type of material that can be recycled or recovered whether separated or not separated from other Waste Materials prior to collection. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Vendor (collectively, “Excluded Materials”). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Waste Materials provided by Customer to Vendor is transferred to Vendor upon Vendor’s receipt or collection unless otherwise provided in this Agreement or applicable law. For recycling services, Customer shall provide wastepaper in accordance with the most current ISRI Scrap Specifications Circular: Guidelines for Nonferrous Scrap, Ferrous Scrap, Glass Cullet, Paper Stock, Plastic Scrap. All other recyclables will be delivered in accordance with the WMRA specifications that are available at www.recycleamerica.com or upon request. In the event, the recyclables do not meet specifications, Customer have the sole responsibility for any resulting settlement or adjustments.

Notwithstanding the foregoing, it is understood that contaminated, hazardous materials, Excluded Waste or toxic substances are not within the Scope of Work/Services under this Agreement, as set forth herein the ADDENDUM. Customer will be solely responsible for all cost associate with managing such hazardous or toxic materials. Any Hazardous/Excluded Waste Materials must be disposed of in accordance with all federal, state, and local applicable laws and regulations by license personnel.

(b) Customer understands that Services provided by the Vendor hereunder contemplate collection, disposal of waste materials and recycling, and do not include confidential handling or destruction of the Customer’s Confidential and/or Proprietary Information. As such, Vendor, its affiliates, agents and employees, and all others operating on its behalf, will not be responsible for disclosure of Customer, its administration offices, employees, contractors, customers, or any third party’s confidential information contained in waste and/or recyclable materials collected by Vendor during normal business operations. Customer shall be responsible and communicate such information to its administration offices, employees, contractors, customers, or any third party at the Service location(s) to shred and/or otherwise destroy all documents designated “Confidential or Proprietary Information” dispose of in waste and/or recycle bins provided to VendorService Provider for disposal.

As such, Vendor, its affiliates, agents, and employees will not be responsible for disclosure of Customer’s Confidential and/or Proprietary Information contained in waste and/or recyclable materials collected by the Vendor, its affiliates, agents and employees during normal business operations. Customer, its affiliates, agents, employees, personnel, administration, contractors, including any third party at Customer’s Service location(s) shall be responsible to shred or otherwise destroy all documents contained in materials provided to Vendor for disposal.

2. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services: "Recyclable Materials" must conform to the requirements set forth on the "Recycling 101" link at www.wm.com.

(a) (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs, but excluding foam and film plastics. No individual items may be excluded from Single Stream service. Glass may be included with specific approval of Vendor. Any material not set forth above, including tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"). Single Stream may contain up to 10% Unacceptable Materials. (ii) Customer shall provide wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with industry standards, or such specifications communicated to Customer by Vendor. (iv) Vendor reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

(b) Recyclable Materials may not contain Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Vendor's property, its personnel or the public or materially impair the strength or the durability of Vendor's structures or equipment. Vendor may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications, and Customer shall pay and reimburse Vendor for all costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials including costs for handling, processing, transporting, and disposing of such non-conforming Recyclable Materials. Without limiting the foregoing, Vendor may assess, and Customer shall pay, a contamination charge for handling, processing, transporting, and disposing of Unacceptable Materials, Excluded Materials, and/or non-conforming load. Any invoice shall be payable upon receipt. Where recycling services are provided, charges may include separate fuel and environmental surcharges as set forth at www.wm.com.

SINGLE STREAM SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper

Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts and pamphlets

Non-Recyclables include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

3. DELIVERY SPECIFICATIONS. Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. “**Excluded Materials**” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise)

which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Vendor's property, its personnel or the public or materially impair the strength or the durability of Vendor's structures or equipment.

4. EQUIPMENT; PAVEMENT DAMAGE AND ACCESS TO PROPERTY. All equipment furnished by Vendor shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Service location(s), except damage caused by Vendor. Customer shall not overload, move, or alter the equipment or allow a third party to do so, and shall use the equipment only for its intended purpose as set out in the Agreement. At the termination of this Agreement, Customer shall make the equipment available for return to Vendor in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment at all Service location(s) on the scheduled collection day. Vendor may suspend services or terminate this Agreement, in whole or part, in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Vendor, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer represents and agrees that Customer's property(ies)/Service location(s) are sufficient to bear the weight of Vendor's equipment and vehicles and that Vendor shall not be responsible for any damage to Customer's pavement or any other surface resulting from the weight of the equipment or Services, unless caused by Vendor, its employees, affiliates or agents negligent acts or willful misconduct. Upon termination of this Agreement, Vendor shall have up to seven (7) days to remove any equipment from Customer's Service location(s) after the effective date of the termination.

5. INDEMNIFICATION. Customer and Vendor agree to indemnify, save harmless and defend the other from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which said other party may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws or regulations, caused, in whole or in part, by (i) a breach of any term (including those relating to Excluded Materials) of the Agreement; or (ii) any willful misconduct or any negligent act or omission of the responsible party, or its employees in the performance of the Agreement.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

6. FORCE MAJEURE. Neither Customer nor Vendor shall be considered in breach of this Agreement if prevented from performing due to a Force Majeure event hereunder or if delayed or rendered impossible by reason of acts of God, civil commotion, governmental action, pandemic, fire, storm, floods, explosion, war, riots, strikes, walkouts or any other significant events, including changes in law or causes of any nature which is beyond the reasonable control of either Party. Parties shall be excused from the failure to perform such Services to the extent and for the period that such performance is prevented by such condition or event. If Vendor is unable to perform its Services under this Agreement due to a Force Majeure event, Customer will not be liable for payments under this Agreement, until the Services

continue. Notwithstanding the foregoing, if the Force Majeure event continues for a period exceeding thirty (30) days, Customer's shall have the right, in its sole discretion, to terminate the Agreement.

7. PAYMENT TERMS. Customer shall pay all invoiced charges within thirty (30) days of the invoice date. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law.

8 | DATE AVAILABLE TO START

As the incumbent service provider, WM is uniquely positioned to continue servicing Glenwood Springs' containers without interruption. Our team is familiar with the city's specific requirements and operational esponselandscape, allowing for a seamless transition. This continuity ensures there will be no disruption in waste management services, maintaining the high standards that the city has come to expect from WM.

9 | INSURANCE

WM maintains comprehensive insurance coverage to meet all the requirements of Section V of the RFP. This includes General Liability, Automobile Liability, Pollution Liability, Umbrella Insurance, and Workers' Compensation. Our commitment to safety and risk management is reflected in our robust insurance policies, providing peace of mind to our clients. WM will promptly provide proof of insurance and endorsements upon award to demonstrate our adherence to these standards and our preparedness to handle any contingencies.

10 | CONCLUSION

WM is dedicated to delivering exceptional waste management services to the City of Glenwood Springs. Our approach is founded on principles of operational efficiency, environmental responsibility, and superior customer service. We strive to integrate these values into every aspect of our work, ensuring a seamless and successful partnership with the city. WM looks forward to contributing to Glenwood Springs' waste management goals, leveraging our experience and expertise to support the community's needs and aspirations. We are confident that our collaborative efforts will create a cleaner, greener, and more sustainable environment for all residents.



City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2025

Agenda Item:	City Manager Employment Contract
Action Requested:	Approval of agreement with city manager
Department:	Attorney
Presented By:	Karl Hanlon
Strategic Goals:	Provide Efficient and Responsive City Government
Background Info:	Attached please find a First Amended Employment Agreement for City Manager Steve Boyd. Compensation was updated to reflect the same 5% salary increase provided to all City employees for 2025. The term was also updated to reflect a new two-year term ending December 31, 2026. Although housing and car allowances are common for city managers in mountain communities, under the 2023 Employment Agreement Boyd declined both a car allowance and a housing allowance and there has been no change to either of these items.
Issues:	None at this time.
Fiscal Impact:	City Manager is paid from the Administration department of the General Fund.
Legal Review:	Legal drafted the agreement.
Staff Recommendation:	Manager Boyd accepts the agreement.

FIRST AMENDED EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into between the City of Glenwood Springs, Colorado (hereinafter “Employer” or the “City”), and Steve Boyd (hereinafter “Employee” or “City Manager”) this ____ day of _____ 2024.

RECITALS

WHEREAS, Employer is a Colorado home rule municipal corporation and is desirous of appointing Employee to serve as City Manager pursuant to Section 6.2 of the Glenwood Springs Municipal Charter; (the “Charter”); and

WHEREAS, Employee is qualified to serve as City Manager and has served as City Manager since October 27, 2023 and desires to enter into this First Amended Employment Agreement on the terms and conditions hereinafter set forth; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

The following sections of the Employment Agreement dated October 27, 2023 are amended as follows:

SECTION III TERM OF EMPLOYMENT

A. The term of this Agreement shall be for two years from December 19, 2024 to December 31, 2026, subject to annual appropriation in the City’s normal budget process at the salary stated in Section Four below. Employee’s work performance shall be reviewed annually. At the annual review, the City Council and Employee shall determine whether to renew this Agreement at the end of its term for an additional two years. If the Agreement is renewed, City Council shall review Employee’s work performance and salary at least annually on or before the anniversary date of this Agreement.

SECTION IV SALARY AND BENEFITS

A. Compensation. Compensation for 2025 shall be increased by the same percentage as all other City Employees over Employees 2024 base salary. Compensation shall be reviewed annually as provided for in Section III.A above.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed by its duly authorized officer and its seal to be affixed hereto, and Employee has executed this Agreement at Glenwood Springs, Colorado, effective the day and year first written above.

EMPLOYER:
CITY OF GLENWOOD SPRINGS,
COLORADO

EMPLOYEE:

By: _____
Ingrid Wussow, Mayor

Steve Boyd
Address: _____

ATTEST:

City Clerk/Deputy City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2025

Agenda Item: Tourism Management Board Appointments and Reappointments

Action Requested: Approve appointment/reappointment of Tourism Management Board members

Department: City Clerk

Presented By: Ryan Muse

Strategic Goals: Preserve and Improve Infrastructure

Background Info:

Councilors Zalinski and Weimer's Recommendations

Councilor Zalinski and City Manager Steve Boyd interviewed two applicants for the Tourism Management Board on Thursday, January 9th. Applicants Adam Decker and Kaylyn Radden were recommended for approval and appointment. Ms. Radden will fill the vacant lodging seat and Mr. Decker will fill the business owner seat that will be vacated by Sharon Brady at the end of February 2025.

Board Members Loretta Ayala and Justin Bishop have reapplied to the board. This would be Ms. Ayala's final term and Mr. Bishop's first full term, set to expire in 2028. Councilor's Zalinski and Weimer recommend their reappointment approvals. With these appointments, there will be no vacancies on the board.

Composition of the Tourism Management Board

- Two (2) representatives from tourism-related businesses located within the city;
- Two (2) representatives from lodging businesses located within the city;
- One (1) representative from restaurant or retail businesses located within city;
- One (1) representative from the Glenwood Springs Chamber Resort Association; and
- Three (3) citizens, at least two (2) who are residents of the City and that shall not have a direct or indirect financial interest in a business referenced in (a), (b) or (c) above and one (1) who is a resident that may have a financial interest in a business referenced in (a), (b) or (c) above.

Powers and Duties of the Tourism Management Board

(as defined in Title 020 of the Glenwood Springs Municipal Code); (m) Tourism Management Board.

The powers and duties of the Tourism Management Board shall be:

1. To investigate, study and report to the City Council:
 - All matters concerning tourism marketing and promotion that pertain to the benefit of Glenwood Springs and the area within the 81601 postal zip code, and
 - Other matters concerning the subject of tourism marketing and promotion which may be pertinent to the benefit of the City and the area within the 81601 postal zip code.
2. To coordinate with City Staff, Community Organizations, Community Businesses, and other Boards and commissions, when applicable to efficiently market and promote tourism to the benefit of Glenwood Springs and the area within the 81601 postal zip code.

3. To, at its discretion, and in addition to initiatives that directly market and promote features and attractions within the City and the area within the 81601 postal zip code, market and promote the geographical proximity of Glenwood Springs to other features and attractions outside of the 81601 postal zip code in ways that could reasonably be expected to benefit the City.
4. To establish rules of procedure and order for the Board to follow.
5. To review tourism marketing plans; to set tourism marketing goals, to determine the methods to accomplish and measure success in accomplishing those goals; to determine the appropriate staff and marketing contractor(s)/vendor(s) resources needed; to recommend to the City Council an annual tourism marketing budget; to recommend, to the City Council, award of contract(s) for the best candidate for contract staff and marketing contractor(s)/vendor(s) ,deemed necessary, based upon an approved Request for Proposal, Request for Qualification or other process; and to provide oversight of performance of contract staff and marketing vendor(s)/contractor(s) contract terms to ensure the efficient and effective implementation of the marketing goals and to report problems with performance to City Council.
6. To meet with the City Council on an annual basis, or as often as requested by the City Council, to identify marketing priorities of the City.
7. To complete all other duties as may be directed by City Council.

Issues:	N/A
Fiscal Impact:	N/A
Legal Review:	N/A
Staff Recommendation:	Staff Defers to Council.

Tourism Management Board Application - Submission #2914

Date Submitted: 12/13/2024

Tourism Management Board Application

City of Glenwood Springs
101 W. 8th St.
Glenwood Springs, CO 81601

Steve Boyd, City Manager
steve.boyd@cogs.us
970-384-6422



Thank you for your interest in serving your community. Please answer all questions on this application.

Membership Qualifications*

You must qualify with one of the options below to be eligible to serve on the Tourism Management Board. Please select the option that applies to you.

- ☒ Two (2) representatives from tourism-related businesses located within the City
- ☐ Two (2) representatives from lodging businesses located within the City
- ☐ One (1) representative from restaurant businesses located within the City
- ☐ One (1) representative from the Chamber Resort Association
- ☐ Three (3) citizens who are residents of the City, that may have a financial interest in a tourism-related business.
- ☐ Youth resident (under the age of 18) within the 81601 zip code or attending school within city limits.

Please select today's date*

12/13/2024

Personal Information

First Name*

Loretta

Last Name*

Ayala

Occupation*

Hotel General Manager

Home Address*

City*

Parachute

State*

CO

Zip Code*

81635

Mobile Phone Number*

Email Address*

Home Phone Number

Work Phone Number

Mailing Address (If different than home address)

City

State

Zip Code

Personal and Professional Interests

Why are you interested in serving on the Tourism Management Board?*

I am incredibly passionate about the tourism industry and this community. I also believe that the Tourism Management Board has made great strides and I would like to be part of it's future success.

What do you view as the role of a Tourism Management Board member?*

A Tourism Management Board member is one that is engaged, supportive and highly involved. Participation is a must for this advisory board. This Board works closely with Visit Glenwood and City Council. Responsibilities include attending meetings and workshops, approving plans and budgets. This board is expected to contribute ideas to maintain marketing for Glenwood Springs and responsible tourism.

Do you have marketing, advertising, or public relations experience or skills?*

I have been with the Glenwood Hot Springs Resort as the Lodge Manager for nearly 15 years. In that time, I have been involved been involved with the sales and marketing of our resort. In my previous roles outside of the Glenwood Hot Springs Resort, I have been involved in sales and marketing as well.

Do you have tourism industry experience or skills?*

I have over two decades of experience in the tourism sector.

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

Unfortunately, there are always going to be times, where you make a decision that result in people being disappointed. There is no way to please everyone. People generally adapt to change if you present in a positive way and if you explain why. EXAMPLE: As an employer, I created user profiles in our Salto key system that expire each day. Because of this, the employee has to update their key daily to inherit their credentials. This affected over 200 employees. Many did not like this decision. However, after explaining how the system worked and the potential security breach this could cause, employees understood this to be a safe guard; especially if they lost their key.

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

Yes, I understand the importance of maintaining a professional demeanor and supporting the main objectives. I am able to set aside my personal opinions.

Do you have any existing time commitments that will hamper your ability to serve?*

No, I am able to manage my time in order to make this commitment.

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

For the past three years, I have had the honor to serve on the Glenwood Springs Tourism Management Board. I currently serve as Chair. Over the course of my career, I have also been a part of many committees.

Have you previously served on the Tourism Management Board?*

Yes



Reappointment Applicants

These questions only required for reappointment applicants.

Why do you think you should be reappointed?

I believe I have been a positive addition to the Tourism Management Board. I am confident that I can continue offering support to align common goals.

Have you served two full successive terms on the Tourism Management Board?

No



Powers and Duties of the Tourism Management Board

(as defined in Title 020 of the Glenwood Springs Municipal Code; (m) Powers and Duties of Tourism Management Board)

The powers and duties of the Tourism Management Board shall be:

1. To investigate, study and report to the City Council:

- All matters concerning tourism marketing and promotion that pertain to the benefit of Glenwood Springs and the area within the 81601 postal zip code, and
- Other matters concerning the subject of tourism marketing and promotion which may be pertinent to the benefit of the City and the area within the 81601 postal zip code.

2. To coordinate with City Staff, Community Organizations, Community Businesses, and other Boards and commissions, when applicable to efficiently market and promote tourism to the benefit of Glenwood Springs and the area within the 81601 postal zip code.

3. To, at its discretion, and in addition to initiatives that directly market and promote features and attractions within the City and the area within the 81601 postal zip code, market and promote the geographical proximity of Glenwood Springs to other features and attractions outside of the 81601 postal zip code in ways that could reasonably be expected to benefit the City.

4. To establish rules of procedure and order for the Board to follow.

5. To review tourism marketing plans; to set tourism marketing goals, to determine the methods to accomplish and measure success in accomplishing those goals; to determine the appropriate staff and marketing contractor(s)/vendor(s) resources needed; to recommend to the City Council an annual tourism marketing budget; to recommend, to the City Council, award of contract(s) for the best candidate for contract staff and marketing contractor(s)/vendor(s), deemed necessary, based upon an approved Request for Proposal, Request for Qualification or other process; and to provide oversight of performance of contract staff and marketing vendor(s)/contractor(s) contract terms to ensure the efficient and effective implementation of the marketing goals and to report problems with performance to City Council.

6. To meet with the City Council on an annual basis, or as often as requested by the City Council, to identify marketing priorities of the City.

7. To complete all other duties as may be directed by City Council.

Appointment, Removal, Term, and Vacancies of Boards and Commissions

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

(a) Appointment and term of members. Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

1. February:

Planning and Zoning Commission;
Finance Advisory Board;
Tourism Management Board;
Building Board of Appeals.

2. March:

Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

3. April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Workforce Housing Fund Advisory Board;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. Unless it is deemed vital by the City Council that an appointed member of a board or commission be retained in office, no Board member shall serve more than two (2) full successive terms on the same board or commission. An individual may serve multiple non-successive terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)

Tourism Management Board Application - Submission #2913

Date Submitted: 12/12/2024

Tourism Management Board Application

City of Glenwood Springs
101 W. 8th St.
Glenwood Springs, CO 81601

Steve Boyd, City Manager
steve.boyd@cogs.us
970-384-6422



Thank you for your interest in serving your community. Please answer all questions on this application.

Membership Qualifications*

You must qualify with one of the options below to be eligible to serve on the Tourism Management Board. Please select the option that applies to you.

- ☐ Two (2) representatives from tourism-related businesses located within the City
- ☐ Two (2) representatives from lodging businesses located within the City
- ☐ One (1) representative from restaurant businesses located within the City
- ☐ One (1) representative from the Chamber Resort Association
- ☒ Three (3) citizens who are residents of the City, that may have a financial interest in a tourism-related business.
- ☐ Youth resident (under the age of 18) within the 81601 zip code or attending school within city limits.

Please select today's date*

12/12/2024

Personal Information

First Name*

Adam

Last Name*

Decker

Occupation*

State Farm Agent

Home Address*

City*

Glenwood Springs

State*

CO

Zip Code*

81601

Mobile Phone Number*

Email Address*

Home Phone Number

Work Phone Number

Mailing Address (If different than home address)

City	State	Zip Code

Personal and Professional Interests

Why are you interested in serving on the Tourism Management Board?*

As a business owner and resident of Glenwood Springs, I have a vested interest in the success and growth of the tourism in our community. I would like to serve on the board to contribute toward this.

What do you view as the role of a Tourism Management Board member?*

To review plans, discuss and set goals and budgets, and report ideas to the city council in order to promote tourism.

Do you have marketing, advertising, or public relations experience or skills?*

Yes. I have developed marketing and advertising plans for large corporations over the last 10 years and currently do that for my business in Glenwood.

Do you have tourism industry experience or skills?*

No but I believe my skill set will be easily transferrable to this opportunity.

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

Raising the prices of a good or service to secure the financial stability of the organization has made customers unhappy in the past. However, this enabled us to pay our employees fair wages and ensure our success moving forward.

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

Yes, it is important to recognize the "greater good" and represent and voice the opinion of the city over my own.

Do you have any existing time commitments that will hamper your ability to serve?*

I do not foresee this being an issue.

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

Previous experience of: Sunbelt Promotional Product Association Board Member and Glenwood Springs Kiwanis Board Member. Currently serving as an Officer of the Glenwood Springs Elks Lodge, Ambassador of the GSCRA and am an alternate on the COGS Transportation Commission.

Have you previously served on the Tourism Management Board?*

No

Reappointment Applicants

These questions only required for reappointment applicants.

Why do you think you should be reappointed?

N/A

Have you served two full successive terms on the Tourism Management Board?

No

Powers and Duties of the Tourism Management Board

(as defined in Title 020 of the Glenwood Springs Municipal Code; (m) Powers and Duties of Tourism Management Board)

The powers and duties of the Tourism Management Board shall be:

1. To investigate, study and report to the City Council:

- All matters concerning tourism marketing and promotion that pertain to the benefit of Glenwood Springs and the area within the 81601 postal zip code, and
- Other matters concerning the subject of tourism marketing and promotion which may be pertinent to the benefit of the City and the area within the 81601 postal zip code.

2. To coordinate with City Staff, Community Organizations, Community Businesses, and other Boards and commissions, when applicable to efficiently market and promote tourism to the benefit of Glenwood Springs and the area within the 81601 postal zip code.

3. To, at its discretion, and in addition to initiatives that directly market and promote features and attractions within the City and the area within the 81601 postal zip code, market and promote the geographical proximity of Glenwood Springs to other features and attractions outside of the 81601 postal zip code in ways that could reasonably be expected to benefit the City.

4. To establish rules of procedure and order for the Board to follow.

5. To review tourism marketing plans; to set tourism marketing goals, to determine the methods to accomplish and measure success in accomplishing those goals; to determine the appropriate staff and marketing contractor(s)/vendor(s) resources needed; to recommend to the City Council an annual tourism marketing budget; to recommend, to the City Council, award of contract(s) for the best candidate for contract staff and marketing contractor(s)/vendor(s) ,deemed necessary, based upon an approved Request for Proposal, Request for Qualification or other process; and to provide oversight of performance of contract staff and marketing vendor(s)/contractor(s) contract terms to ensure the efficient and effective implementation of the marketing goals and to report problems with performance to City Council.

6. To meet with the City Council on an annual basis, or as often as requested by the City Council, to identify marketing priorities of the City.

7. To complete all other duties as may be directed by City Council.

Appointment, Removal, Term, and Vacancies of Boards and Commissions

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

(a) Appointment and term of members. Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

1. February:

Planning and Zoning Commission;
Finance Advisory Board;
Tourism Management Board;
Building Board of Appeals.

2. March:

Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

3. April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Workforce Housing Fund Advisory Board;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. Unless it is deemed vital by the City Council that an appointed member of a board or commission be retained in office, no Board member shall serve more than two (2) full successive terms on the same board or commission. An individual may serve multiple non-successive terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)

Tourism Management Board Application - Submission #2891

Date Submitted: 11/26/2024

Tourism Management Board Application

City of Glenwood Springs
101 W. 8th St.
Glenwood Springs, CO 81601

Steve Boyd, City Manager
steve.boyd@cogs.us
970-384-6422



Thank you for your interest in serving your community. Please answer all questions on this application.

Membership Qualifications*

You must qualify with one of the options below to be eligible to serve on the Tourism Management Board. Please select the option that applies to you.

- ☐ Two (2) representatives from tourism-related businesses located within the City
- ☒ Two (2) representatives from lodging businesses located within the City
- ☐ One (1) representative from restaurant businesses located within the City
- ☐ One (1) representative from the Chamber Resort Association
- ☐ Three (3) citizens who are residents of the City, that may have a financial interest in a tourism-related business.
- ☐ Youth resident (under the age of 18) within the 81601 zip code or attending school within city limits.

Please select today's date*

11/26/2024

Personal Information

First Name*

Kaylyn

Last Name*

Radden

Occupation*

Hotel Colorado // Assistant General Manager

Home Address*

526 Pine Street

City*

Glenwood Springs

State*

CO

Zip Code*

81601-3032

Mobile Phone Number*

Email Address*

Home Phone Number

Work Phone Number

Mailing Address (If different than home address)

City

Glenwood springs

State

CO

Zip Code

81602

Personal and Professional Interests

Why are you interested in serving on the Tourism Management Board?*

I have been in the hospitality industry since 2011, and I began at Hotel Colorado as an intern in college. Through my time in hospitality I've worked mostly in the mountain markets which are heavily by tourism demands, either for transient or corporate travel. Coming back to Glenwood Springs in 2022 solidified my investment in this community and the tourism opportunities.

What do you view as the role of a Tourism Management Board member?*

Collaborate with local communities to ensure the development of a successful tourism strategy through destination marketing, maintaining accurate visitor information and access to the public. Address concerns from local businesses about tourism development. Ensure sustainability efforts are in place for future development of local communities.

Do you have marketing, advertising, or public relations experience or skills?*

I've done marketing through my time in hotels, mostly with creating posts for social media, email blasts and collecting data from these campaigns.

Do you have tourism industry experience or skills?*

I have worked in the hospitality industry sine 2011 and have collaborated with various tourism entities throughout. This ranges from tourism representatives at the city, county or state level as well as local chambers of commerce.

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

While serving on the Board of Directors we had to make an executive decision to remove a popular past time at the facility. This led to many members being unhappy with our decision, so we provided explanations and resources detailing the decision making process. The bottom line was we made a decision that was in the organizations best interest while knowing it was going to create conflict while members adjusted to the new norm.

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

Yes, I can separate my personal opinions to represent the City's goals.

Do you have any existing time commitments that will hamper your ability to serve?*

No, I do not have any existing time commitments that will hamper by ability to serve.

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

I currently serve on the Board of Directors for Glenwood Springs Elks Lodge number 2286. Our board is responsible for representing the good of the organization and maintaining fiscal responsibility for the lodge.

Have you previously served on the Tourism Management Board?*

No

Reappointment Applicants

These questions only required for reappointment applicants.

Why do you think you should be reappointed?

Have you served two full successive terms on the Tourism Management Board?

-- Select One --

Powers and Duties of the Tourism Management Board

(as defined in Title 020 of the Glenwood Springs Municipal Code; (m) Powers and Duties of Tourism Management Board)

The powers and duties of the Tourism Management Board shall be:

1. To investigate, study and report to the City Council:

- All matters concerning tourism marketing and promotion that pertain to the benefit of Glenwood Springs and the area within the 81601 postal zip code, and
- Other matters concerning the subject of tourism marketing and promotion which may be pertinent to the benefit of the City and the area within the 81601 postal zip code.

2. To coordinate with City Staff, Community Organizations, Community Businesses, and other Boards and commissions, when applicable to efficiently market and promote tourism to the benefit of Glenwood Springs and the area within the 81601 postal zip code.

3. To, at its discretion, and in addition to initiatives that directly market and promote features and attractions within the City and the area within the 81601 postal zip code, market and promote the geographical proximity of Glenwood Springs to other features and attractions outside of the 81601 postal zip code in ways that could reasonably be expected to benefit the City.

4. To establish rules of procedure and order for the Board to follow.

5. To review tourism marketing plans; to set tourism marketing goals, to determine the methods to accomplish and measure success in accomplishing those goals; to determine the appropriate staff and marketing contractor(s)/vendor(s) resources needed; to recommend to the City Council an annual tourism marketing budget; to recommend, to the City Council, award of contract(s) for the best candidate for contract staff and marketing contractor(s)/vendor(s) ,deemed necessary, based upon an approved Request for Proposal, Request for Qualification or other process; and to provide oversight of performance of contract staff and marketing vendor(s)/contractor(s) contract terms to ensure the efficient and effective implementation of the marketing goals and to report problems with performance to City Council.

6. To meet with the City Council on an annual basis, or as often as requested by the City Council, to identify marketing priorities of the City.

7. To complete all other duties as may be directed by City Council.

Appointment, Removal, Term, and Vacancies of Boards and Commissions

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

(a) Appointment and term of members. Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

1. February:

Planning and Zoning Commission;
Finance Advisory Board;
Tourism Management Board;
Building Board of Appeals.

2. March:

Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

3. April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Workforce Housing Fund Advisory Board;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. Unless it is deemed vital by the City Council that an appointed member of a board or commission be retained in office, no Board member shall serve more than two (2) full successive terms on the same board or commission. An individual may serve multiple non-successive terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)

Tourism Management Board Application - Submission #2947

Date Submitted: 1/6/2025

Tourism Management Board Application

City of Glenwood Springs
101 W. 8th St.
Glenwood Springs, CO 81601

Steve Boyd, City Manager
steve.boyd@cogs.us
970-384-6422



Thank you for your interest in serving your community. Please answer all questions on this application.

Membership Qualifications*

You must qualify with one of the options below to be eligible to serve on the Tourism Management Board. Please select the option that applies to you.

- ☐ Two (2) representatives from tourism-related businesses located within the City
- ☐ Two (2) representatives from lodging businesses located within the City
- ☒ One (1) representative from restaurant businesses located within the City
- ☐ One (1) representative from the Chamber Resort Association
- ☐ Three (3) citizens who are residents of the City, that may have a financial interest in a tourism-related business.
- ☐ Youth resident (under the age of 18) within the 81601 zip code or attending school within city limits.

Please select today's date*

1/6/2025

Personal Information

First Name*

justin

Last Name*

Bishop

Occupation*

owner of Blackbishop LLc DBA Bluebird Cafe

Home Address***City*****State*****Zip Code*****Mobile Phone Number*****Email Address*****Home Phone Number****Work Phone Number****Mailing Address (If different than home address)****City****State****Zip Code**

Personal and Professional Interests**Why are you interested in serving on the Tourism Management Board?***

the last 2 years has been so good and eye opening and to have the ability to represent Glenwood's food and beverage retailers

What do you view as the role of a Tourism Management Board member?*

to inform and promote all our little slice of the Rockies has to offer

Do you have marketing, advertising, or public relations experience or skills?*

yes as the owner of the cafe I do all my own marketing.

Do you have tourism industry experience or skills?*

yes but I must say a lot of it has come from the past 2 years on the tourism board

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

after a lot of thought i has to cancel a catering event because of a deference of option after talking it over with my team this was the best option.

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

yes

Do you have any existing time commitments that will hamper your ability to serve?*

no

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

tourism board, ADA board,

Have you previously served on the Tourism Management Board?*

Yes



Reappointment Applicants

These questions only required for reappointment applicants.

Why do you think you should be reappointed?

i feel like I along with other members of the bord can continue representing the many aspects of our city

Have you served two full successive terms on the Tourism Management Board?

No



Powers and Duties of the Tourism Management Board

(as defined in Title 020 of the Glenwood Springs Municipal Code; (m) Powers and Duties of Tourism Management Board)

The powers and duties of the Tourism Management Board shall be:

1. To investigate, study and report to the City Council:
 - All matters concerning tourism marketing and promotion that pertain to the benefit of Glenwood Springs and the area within the 81601 postal zip code, and
 - Other matters concerning the subject of tourism marketing and promotion which may be pertinent to the benefit of the City and the area within the 81601 postal zip code.
 2. To coordinate with City Staff, Community Organizations, Community Businesses, and other Boards and commissions, when applicable to efficiently market and promote tourism to the benefit of Glenwood Springs and the area within the 81601 postal zip code.
 3. To, at its discretion, and in addition to initiatives that directly market and promote features and attractions within the City and the area within the 81601 postal zip code, market and promote the geographical proximity of Glenwood Springs to other features and attractions outside of the 81601 postal zip code in ways that could reasonably be expected to benefit the City.
 4. To establish rules of procedure and order for the Board to follow.
 5. To review tourism marketing plans; to set tourism marketing goals, to determine the methods to accomplish and measure success in accomplishing those goals; to determine the appropriate staff and marketing contractor(s)/vendor(s) resources needed; to recommend to the City Council an annual tourism marketing budget; to recommend, to the City Council, award of contract(s) for the best candidate for contract staff and marketing contractor(s)/vendor(s) ,deemed necessary, based upon an approved Request for Proposal, Request for Qualification or other process; and to provide oversight of performance of contract staff and marketing vendor(s)/contractor(s) contract terms to ensure the efficient and effective implementation of the marketing goals and to report problems with performance to City Council.
 6. To meet with the City Council on an annual basis, or as often as requested by the City Council, to identify marketing priorities of the City.
 7. To complete all other duties as may be directed by City Council.
-

Appointment, Removal, Term, and Vacancies of Boards and Commissions

(Per the Glenwood Springs, CO Municipal Code 020.020.040)

(a) Appointment and term of members. Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

1. February:

Planning and Zoning Commission;
Finance Advisory Board;
Tourism Management Board;
Building Board of Appeals.

2. March:

Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

3. April:

Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Workforce Housing Fund Advisory Board;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. Unless it is deemed vital by the City Council that an appointed member of a board or commission be retained in office, no Board member shall serve more than two (2) full successive terms on the same board or commission. An individual may serve multiple non-successive terms on the same board or commission.

(d) Removal of members. All appointed members of a board or commission shall be subject to removal, at any time, by the City Council. In the event an appointed member of a board or commission ceases to qualify for membership, his or her appointment is immediately terminated.

(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)



City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2025

Agenda Item: Glenwood Springs Historical Society Budget

Action Requested: The Glenwood Springs Historical Society will present its budget to City Council.

Department: City Administration

Presented By: Steve Boyd

Strategic Goals: Provide Efficient and Responsive City Government
Protect and Preserve our Quality of Life

Background Info: The 2016 A&I tax ballot initiative identified several approved uses of tax proceeds, one of which was operating support to the Frontier Historical Museum. In 2020, 2021 and 2022 the City contributed \$60,000. In 2023 and 2024 the City contributed \$120,000 for operations and in support of succession planning and strategic planning. The Museum is asking for \$120,000 again in 2025.

Issues: The Museum has made progress in the past two years in financial accountability, fundraising, and strategic planning and it is here to update Council.

- Presenters
 - Jamie LaRue, Board President
 - Tyler Benton, Board Vice President
- 2024 Accomplishments
 - Working with our liaisons, took their excellent advice and focused on getting our house in order
 - Financial accountability
 - Ending the year with \$84,000 in reserves
 - Strong performance in fundraising
 - In 2023 - we were asked to raise \$20,000 and did
 - In 2024 - cash donations totaled about \$27,000
 - Board members personally contributed \$9,000
 - End of year donation campaign - \$1900
 - Strawberry Days up by ~\$1,000
 - Expanded programming
 - Governance
 - Marketing efforts launched
 - Social media
 - 2 newsletters, moving to quarterly in 2025
 - Historic photographs in Post Independent
 - Historic calendar
- 2025 Looking forward
 - Executive Director Succession
 - Programs - telling the GWS story
 - Ghostwalk based on 2024 expansion of dates
 - Updated Downtown Walking Guide
 - Downtown Tours with local hotels
 - Prohibition tour
 - Downtown buildings
 - New architectural tour
 - Oral Histories
 - Auction to bring our collection into alignment with our mission
 - Speaker Series - including Shoshone Tour

- Refreshed website
- The ask
 - We are formally requesting \$120,000 for 2025
- Questions?

Fiscal Impact: The 2025 budget has \$60,000 appropriated from the A&I Fund to the Historical Museum. If Council chooses to fund this request we would encumber another \$60,000 from A&I.

Legal Review: NA

Staff Recommendation: Staff defers to Council.



City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2025

Agenda Item: Community Center Event regarding Local Government Participation

Action Requested: City Council will discuss an upcoming event at the Community Center promoting citizen participation on the City's Boards and Commissions.

Department: City Clerk

Presented By: Ryan Muse

Strategic Goals:
Provide Efficient and Responsive City Government
Preserve and Improve Infrastructure
Protect and Preserve our Quality of Life
Generate Sustainable Economic Development

Background Info: This discussion topic was brought up during a previous Council Comments section of a City Council meeting. City Council would like to continue to expand the opportunities for citizen involvement in local government as well as help provide information on what the responsibilities of the boards and commissions are.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2025

Agenda Item: Ordinance 2025-02; Changing the Name of the Street Tax Fund

Action Requested: Approval of ordinance to change the name of the street tax fund.

Department: City Administration

Presented By: Steve Boyd

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: With the passage of the new street tax the name of the fund needs to include the word infrastructure.

Issues: None at this time.

Fiscal Impact: None.

Legal Review: Legal drafted the ordinance.

Staff Recommendation: Staff recommends approval.

ORDINANCE NO. 02

Series of 2025

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING ORDINANCE 25 SERIES OF 2024 RE NAMING SECTION 040.010.040 (d) OF THE GLENWOOD SPRINGS MUNICIPAL CODE.

WHEREAS, the City of Glenwood Springs (“Glenwood Springs” or the “City”) is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Glenwood Springs Home Rule Charter (the “Charter”); and

WHEREAS, by Resolution No. 25, Series 2024, the Glenwood Springs City Council (the “City Council”) referred to the City’s electorate a ballot question to levy a total tax of 1 cent on sales and use comprised of the renewal of the current half cent tax and an additional new half cent tax; and

WHEREAS, by Ordinance No. 19 Series 2024, the City Council declared the repeal and replacement of 040.010.040 (d) of the Glenwood Springs Municipal Code (the “Code”); and

WHEREAS, the City Council wishes to amend Exhibit A of Ordinance No. 25 Series 2024 to more fully align with the purpose of the tax; and

WHEREAS, the City Council finds and declares that **Exhibit A**, of Ordinance No. 25 Series 2024 should be amended as set forth in **Exhibit A** attached hereto and incorporated by this reference implements the will of the City’s electors by providing for the levy of such taxes in the event that the electors approve, is in the best interests of the City.

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

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

Section 2. **Amendment.** Exhibit A of Ordinance 25, Series 2024 is hereby amended as set forth in the attached Exhibit A. All other provisions of Ordinance 25, Series 2024 shall remain in effect as adopted.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED PUBLISHED BY
TITLE ONLY THIS ____ DAY OF SEPTEMBER 2024.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND
PUBLICATION THIS ____ DAY OF _____ 2024.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

EXHIBIT A

The following sections of the Municipal Code are amended as follows with double underlined text added and ~~strike through text~~ deleted.

040.010.040 Purpose of tax; use of proceeds.

* * * *

- (d) ~~Street Maintenance and Construction~~ and Infrastructure Tax. (1) The City Council hereby levies a one cent (0.01) sales and use tax which was approved by the electors of Glenwood Springs at the November 2024 election and which tax shall expire at midnight on December 31, 2044. There is hereby created a special separate fund to be known as the Street ~~Maintenance and Construction~~ and Infrastructure Tax Fund into which all funds from the tax shall be deposited. Said Fund shall be separate and distinct from any other funds or accounts used or maintained by the City for any other purposes. The monies of said fund shall be expended only for the purposes set forth herein and no other and shall be expended as provided for herein.

* * * *



City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2025

Agenda Item: Ordinance 2025-03 Budget Amendment #1 for 2025. (ONE READING)

Action Requested: Approval of Supplemental Budget Amendment

Department: City Administration

Presented By: Steve Boyd

Strategic Goals: Provide Efficient and Responsive City Government
Protect and Preserve our Quality of Life
Generate Sustainable Economic Development
Preserve and Improve Infrastructure
Ensure Public Safety

Background Info: With the passage of 2A, the existing street tax at 0.5% will be moved to a street and infrastructure tax at 1.0% January 1st, 2025. The 2025 budget needs to be updated to accommodate the extra 0.25% going to streets and 0.25% to water and sewer infrastructure. The attached spreadsheet has a description of all 2025 projects, operations and maintenance items that the entire budget would be updated to. The 2025 budget changes total to \$3,800,000 of dollars increase revenue and expenditures.

Issues: None at this time.

Fiscal Impact: Additional funds being added for 2025 with passage of 2A.

Legal Review: None at this time.

Staff Recommendation: Staff is Recommending Approval of Ordinance 2025-03 Budget Amendment #1 for 2025.

ORDINANCE NO. 03

Series of 2025

**AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS,
COLORADO, AMENDING THE 2025 APPROPRIATION ORDINANCE
TO REFLECT CARRYOVERS FROM THE 2024 BUDGET,
REALLOCATION OF FUNDS, AND EXPENDITURES APPROVED
AFTER SUBMISSION OF THE 2025 BUDGET.**

INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED BY TITLE ONLY
THIS 16th DAY OF JANUARY, 2025.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Ingrid Wussow, Mayor

Ryan Muse, City Clerk

Exhibit A

Ordinance 2025-03 Budget Amendment #1

Fund	Org	Object	Increase	Decrease	Description	Account
<u>General</u>						
01	0100060	43810	\$28,738		Increase Interfund transfer from Street Tax for FTE	Interfund Cost of Service
01	01144	51110	\$125,000		Streets inspector salary	Engineering
01	01144	51210	\$32,500		Streets inspector health insurance	Engineering
01	01144	51250	\$9,563		Streets inspector FICA	Engineering
01	01144	51260	\$7,500		Streets inspector	Engineering
<u>Street and Infrastructure Tax</u>						
13	1300020	41210	\$3,788,771		Sales tax from 2A	General Sales Tax
13	1300020	41310	\$243,243		Use tax from 2A	Use Tax
13	1315060	43510	\$75,000		Interest from 2A receipts	Interest
13	13253	54310	\$174,549		Increase interfund for 2A construction inspector	Interfund Cost of Service
13	13253	51710	\$15,000		Professional services	Professional Services
13	13253	52820	\$28,738		Additional Tax Increment Financing to DDA	TIF to DDA
13	13253	52825	\$31,379		Additional Economic Incentives	Economic Incentive Rebate
13	13253	51810		\$250,500	Reduce maintenance needs as costs are included in additional 2A projects	Maintenance & Repair
13	13253	51610		\$35,000	Reduce supplies needs as costs are included in additional 2A projects	Supplies
13	1330	60000	\$400,000		Infrastructure - Sanitary Sewer Lining/Hat, point repairs,	Projects
13	1330	60000	\$560,000		Infrastructure - 23rd St waterline replacement (DOLA match)	Projects
13	1330	60000	\$600,000		Infrastructure - Red Mtn N Phase 2 Water and Sewer like replacement	Projects
13	1330	60000	\$250,000		Infrastructure - Design of water line from West 1st St to Village Inn connect	Projects
13	1330	60000	\$90,000		Infrastructure - Bennett clay line replacement 170 linear feet	Projects
13	1330	60000	\$350,000		Lincolnwood rebuild 600 LF	Projects
13	1330	60000	\$95,000		North Glenwood Design Survey	Projects
13	1330	60000	\$350,000		Wulfsohn and Midland roundabout design	Projects
13	1330	60000	\$120,000		Coach Miller design and survey	Projects
13	1330	60000	\$50,000		Streets condition report	Projects
13	1330	60000	\$200,000		Street overlays	Projects
13	1330	60000	\$850,000		Red Mountain North Phase 2	Projects
<u>DDA</u>						
86	8600020	41620	\$28,738		Increase in TIF transfer to DDA from 2A	TIF to DDA
			\$8,503,719	\$285,500		



City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2025

Agenda Item: Planning File 34-24 Preliminary Plat and Planning File 36-24 Residential Minor Site and Architectural Plan

Action Requested: City Council consideration of the following items:

- Residential Minor Site and Architectural Plan for construction of eleven townhomes in two separate buildings.
- Preliminary Plat application for a subdivision to create eleven townhome lots

Department: Economic and Community Development

Presented By: Emery Ellingson

Strategic Goals: Provide Efficient and Responsive City Government
Generate Sustainable Economic Development

Background Info: This review is for two separate land use applications for a Residential Minor Site and Architectural Plan to construct eleven townhome units in two separate buildings on the subject property and a Preliminary Plat to subdivide the property and create eleven individual townhome lots.

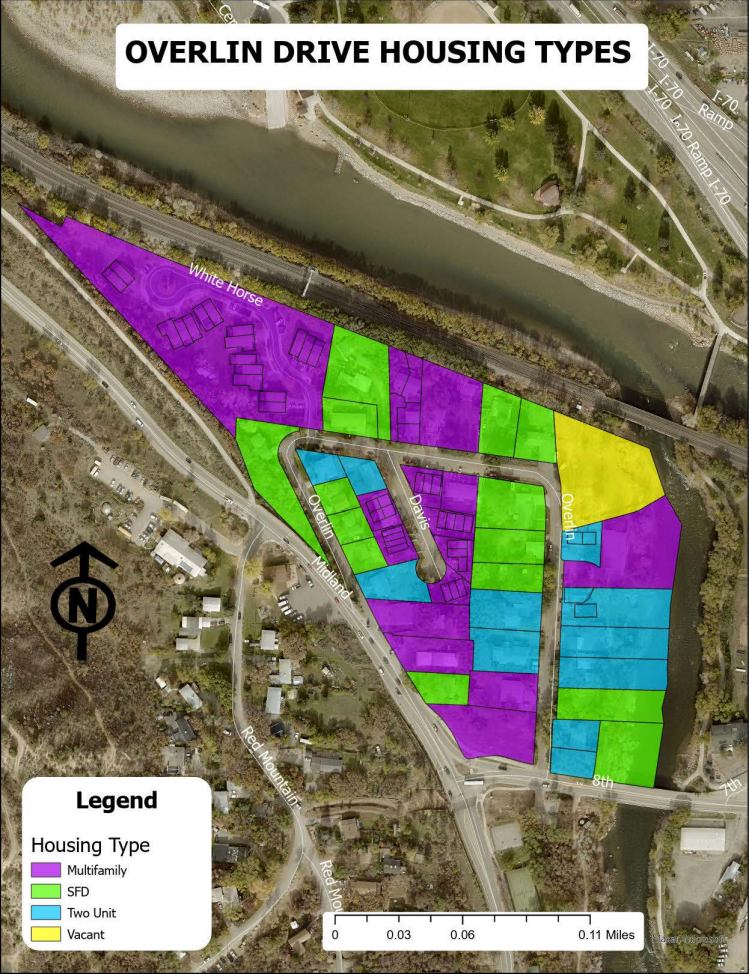
The application was reviewed by Planning and Zoning Commission at the December 17, 2024 meeting during which Planning and Zoning Commission made recommendations for approval for both the Preliminary Plat and Residential Minor Site and Architectural Plan.

Below is site plan of the proposed project.



The subject property is located at 619 Overlin Drive within the RH Residential High Density Zoning District which

allows multifamily development as a by-right use. The intent of this zoning district is to accommodate various housing types ranging from detached single family dwellings (SFD) to multifamily dwellings which aligns with conditions of the existing neighborhood with its mix of densities as shown in map below.



RH Residential Zoning District (brown)

The table below illustrates how the proposed project compares to Code standards.

CODE STANDARD		PROPOSED	REQUIREMENT MET
DIMENSIONAL			
Lot standard	2,250 sf per unit	11 units on a 25,613-sf lot	YES
Lot coverage	N/A	23%	YES
Building height	40'	Building A: 25' ¾" Building B: 32' 4"	YES
Setbacks			
<i>Front</i>	10'	VARIES	YES
<i>Side</i>	5'	VARIES	YES
<i>Rear</i>	10'	VARIES	YES
PARKING			
Vehicle	20 spaces	20 spaces	YES
Bicycle	3 spaces	3 spaces	YES
LANDSCAPING			
Total Landscaping	5122.6 square feet	7,800 square feet	YES
<i>Trees</i>	13	13	YES
<i>Street Trees</i>	2	2	YES
<i>Shrubs</i>	52	52	YES
<i>Perennials</i>	103	120	YES
Parking Lot Landscaping			
<i>Total Area</i>	926.9 square feet	1039.1 square feet	YES
<i>Interior Landscaping</i>	150 square feet	547.1 square feet	YES
<i>Parking Lot Trees</i>	1	1	YES
COMMON OPEN SPACE			
Total Area	5122.6 square feet	5,790 square feet	YES
ARCHITECTURAL			
Four-Sided Design	Five architectural features per elevation	Five per elevation	YES
Storage Area	Units 1-5 and 7-11 342 cubic feet	Units 1-5: 380 cubic feet	YES
		Unit 7-11: 422 cubic feet	YES
	Unit 6: 245 cubic feet	Unit 6: 251 cubic feet	YES
COMMUNITY HOUSING	2 resident occupied, 2 affordable	2 resident occupied, 2 affordable	YES

Issues: Additional analysis of aspects of the project as follows:

SETBACKS AND LOT COVERAGE

Depending on zoning district and location, the area where a building may be constructed (building envelope) may vary. Below is description of these standards as they apply to this project.

Lot Standards

The Residential High Density Zoning District (RH) requires 2,250 square feet of land area for each attached unit. An 11-unit development would require a minimum lot size of 24,750. The subject property is 25,613 square feet in size which meets the lot standard for the proposed density.

Lot Coverage

Lot coverage limits apply when infill development occurs on a parcel that shares a common lot line with at least two existing single-family homes and is located within a residential zoning district. This property only shares one lot line with an existing single-family home, so the lot coverage limits do not apply. If they coverage limits did apply, the maximum lot coverage would be 50% of the lot and would only include the building footprints. As proposed, lot coverage would be 23%.

Setbacks and Buffers

The property meets the minimum front, side, and rear setback required by this zoning district. The proposed development also complies with a required setback of 50' from the railroad right-of-way to any residential dwelling unit.

SITE LAYOUT AND BUILDING DESIGN

Section 070.040.080 Residential Site and Building Design provides standards for residential building related to building orientation, architectural elements, lot coverage, heights, and façade articulation.

Building Material

The development will utilize a mix of materials including metal and lap siding. Additional accent materials include metal roofing and some exposed concrete foundation.

Building Color

Code requires that the predominant colors on a multi-family building be earth tones to minimize visual impact. The proposed main colors are shades of gray and navy blue, which can be considered earth tones that have minimal visual impact. The use of the bright blue on the doors is limited to only doors as an accent color.

Building Orientation

Code requires that all multi-family buildings, to the maximum extent feasible, have a primary entrance oriented towards the street or internal drives. Building A is oriented facing Overlin Drive while Building B is oriented towards an internal drive.

Building Height

The maximum height for a structure in the Residential High Density is 40' which is measured from the coping of a flat roof to finished grade. The proposed height of Building A is 25' and the proposed height of Building B is 32' 4" which conforms to maximum requirements.

Height Transition

In addition to maximum height limits, Code also regulates building height by requiring that any new residential building with a height that exceeds that of an adjacent dwelling by one or more stories shall provide a height transition. Unit #11 which is the easternmost unit in Building B exceeds the existing structure on the neighboring property to the east by more than 1 story.

This height transition must be addressed with at least three of the following techniques. The proposed design meets 1, 2, and 3.

1. Stepping down building height and mass to meet height of existing neighboring home along a minimum of fifty (50) percent of the new building's length. This stepped down area must be a minimum of 10' in width and depth.
2. Provide variations in the side building wall and/or roof form so that new structures have a comparable scale as neighboring homes.
3. Utilizing a roof pitch and overhang like that of the neighboring structure
4. Utilizing dormers and sloping roofs to accommodate upper stories.

At time of Planning and Zoning Commission hearing, staff had placed meeting this requirement as a condition of approval. Since that meeting, applicant has made revisions to designs to meet this requirement. The revised drawing is included in the packet.

COMMON OPEN SPACE

Common open spaces are areas set aside for the enjoyment of a development's residents, employees, or users. The amount of required common open space for multifamily dwelling units is 20% of the development site, which equates to 5,122.60 square feet. On the original application, the applicant had identified 4,705 square feet of common open space. Since the Planning and Zoning Commission meeting, the applicant has revised their Common Open Space Plan which shows 5,790 square feet of common open space, which meets the requirement. The revised drawing is included in the packet.

LANDSCAPING, SCREENING, AND FENCING

The intent for landscaping regulations is to promote developments that have aesthetic, functional, and environmentally sustainable landscapes. Landscaping can also serve as a visual buffer between neighboring uses or less visually desirable aspects of a site.

Total Landscaped Area

The Residential High Density Zoning District requires 20% of a lot to be landscaped for multi-family developments. This results in 5,122.6 square feet of required landscaping for this site. The proposed development will have 7,800 square feet of landscaping.

Water Efficient Landscape Standards

Final landscape plans submitted at time of Final Plans would need to meet all requirements of Water Efficient Landscape standards including selecting species from the Glenwood Springs Landscaping Species Guide and indicating hydrozone groupings.

Screening Of Transformer

Code requires that ground mounted mechanical and utility equipment visible from the public right-of-way shall be screened from public view by either an enclosure or by landscaping. Plans currently show an unscreened transformer and meeting this requirement has been placed as a condition of approval.

Tree Removal

No existing live tree with a caliper size of 14" or greater may be removed without approval of Community Development and Parks and Recreation Director. Applicant has identified several trees with this caliper and receiving approval for removal has been added as a condition of approval.

Retaining Walls

Any retaining wall that is over 30' in length must incorporate recessions and/or projections that have a minimum wall plane change of 24". The retaining wall on the east of this property would need to include a recession and has been included as a condition of approval.

Parking Area Landscaping

Parking lot landscaping is required at the rate of 10% of the total surface parking area. Parking area includes all parking spaces and drive aisles. The total parking area is 9,269 square feet which requires 926.9 of landscaping. When counting landscaped areas on the rear of the property, landscaped strip to the east, and screening at the front, there is 1039.1 square feet of parking lot landscaping.

Interior Parking Lot Landscaping

Interior parking lot landscaping is required at rate of 10 square feet per parking space. There are 15 surface parking areas which equates to 150 square feet being required. The landscape strip at rear of property and screening area at the front exceed the 150 square feet required. These areas cannot count towards Common Open Space.

ACCESS AND CIRCULATION

This section of Code supports the creation of a highly connected transportation system within the City for all modes of transportation.

Vehicular Access

The existing property is served by two separate driveways connecting to Overlin. The eastern driveway is shared by 619 Overlin and the neighboring property at 623 Overlin. This access is informal as there is no access easement or agreement existing between the two properties. With this development, the neighboring property would retain access on their property which would remain at approximately 12' in width. The applicant has also indicated a willingness to work with neighbor on the access but at time of application, there has not been any further discussions between the two.

The proposed development would eliminate the western access to Overlin and reduce the number of total access to Overlin. Reducing the number of accesses is beneficial as it would create less conflict points for traffic.



Existing east access

Sidewalk Fee-in-Lieu

Code requires new development in areas without sidewalks to install sidewalk or pay a fee-in-lieu following approval by the City Engineer. The fee-in-lieu is a preferred option because Engineering is in the process of developing a broad focused area plan for City owned right-of-way in this neighborhood. By not requiring the sidewalk, this will avoid making permanent improvements that may not align with future plans for the area. This fee is charged at the rate of \$40 per linear foot of frontage in residential zoning districts and is deposited in a specific fund which is utilized specifically for pedestrian improvements. This property has 141.69' of frontage which would equate to a fee-in-lieu of \$5,667.60 to be paid at time of building permit.

On-Site Pedestrian Connections

Code requires multi-family developments to provide a network of walkways with a minimum width of 5' between entrances to each multi-family building on the site and public sidewalks and parking areas. This can be made by designating a walkway by changing paving materials, patterns, or color, changing paving height, decorative bollards, raised walkways, stamped concrete or distinct lighting. The drawings with the original application did not show Building B having this type of connection. However, since the Planning and Zoning Commission, the applicant has revised plans to meet this requirement.

Traffic Assessment

As part of the project, the applicant is required to provide a traffic assessment. This assessment was based on the ITE Trip Generation Manual which assigns different trip amounts for different uses. The use was Multifamily Housing (Low Rise), and the assessment was completed using 11 units as opposed to just using 7 units which would be the net gain in units at this site. The assessment used PM Peak Hours (4-6 PM) as that resulted in more trips. The assessment estimated the development would generate 5 additional trips entering the development and 4 additional trips exiting. These traffic volumes, even for the highest peak generated, do not trigger any intersection improvements based on the City's Engineering Standards.

OFF STREET PARKING

Parking requirements for multifamily developments are 1.5 spaces for each unit and 1 guest parking space for each five units. In total, this development requires 20 spaces, which are provided with five spaces located within the garages for Units 7-11 and fifteen surface parking spaces.

EXTERIOR LIGHTING

This property is in Lighting District 2 which requires a minimum illumination within a parking area of 0.3 foot-candles. As shown in the lighting plan, there are areas of the parking lot which do not meet this minimum. Meeting this requirement prior to Final Plans approval has been added as a condition of approval.

COMMUNITY HOUSING

Any development creating 10 or more residential dwelling units is required to provide community housing units. These units fall into two categories: resident occupied (RO) and affordable. RO units are those required to be occupied by a qualifying resident and do not have rental/sale price limits. The affordable deed restricted units do have rental/sale price limits and cannot be rented to at prices more than 100% of AMI averaged across the units. As an 11-unit for rental development, this development is required to have 2 RO units and 2 affordable units. As

indicated in the housing plan, applicant has proposed deed restricting two units to meet both categories, which is allowed. If at any point units are sold rather than rented by the applicant, the for-sale requirements will apply.

PUBLIC ART

Any project subject to Common Open Space requirements is also required to provide public art, either through on-site artwork or a fee-in-lieu. The cost of this fee is charged at a rate equal to \$0.08 per square foot of gross floor area, excepting any deed restricted units affordable to households at 100% AMI. Based on the submitted housing plan, the estimated public art fee in lieu would be \$913.28

RESIDENTIAL MINOR SITE AND ARCHITECTURAL PLAN APPROVAL CRITERIA

A Residential Minor Site and Architectural Plan application must adhere to the approval criteria outlined in Section 070.060.050(a)(6) of the Code, as follows:

1) The Site/Architectural Plan is consistent with the general purpose and intent of this Code

The plan is consistent with the general purpose and intent of this Code. The plan proposes a multifamily use in a zoning district where that is an allowed use. In areas where the proposed plan is not consistent with Code, staff has suggested conditions to ensure consistency with all aspects of Code.

2) The Site/Architectural Plan is consistent with the dimensional, design, and development, and all other standards of this Code.

The site and architectural plan is generally consistent with the dimensional, design, and development and all other standards of this Code. There are several design items which the applicant would need to work with staff to rectify prior to approval of Final Plans application. These design items are described in conditions of approval.

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

There are no previously approved plats, PUDs, or any other precedent land use approvals for the subject property.

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

The site/architectural plan is consistent with the Comprehensive Plan and other adopted City policies and plans. The Comprehensive Plan's future land use map identifies this area as a multi-family residential area and this application aligns with the following policy/actions of the Comprehensive Plan:

- Action 1.2 Encourage a compact urban form: Multifamily projects in areas identified and zoned for that density helps encourage a compact urban form and allows development to occur in areas where future residents would be near jobs and services.
- Action 3.5 Ensure adequate development of workforce housing: As a development with 10 or more residential units, this project is required to provide community housing which will provide units at rates which will add to the inventory of workforce housing.
- Action 5.1 Increase Housing Density – infill development adding units to an existing residential property allows for an increased density and efficiency of existing land use.
- Action 5.6 Provide diversity in housing types: The development of townhomes helps contributes to a greater diversity of housing types within the neighborhood and the larger community.
- Action 6.1 Direct growth to areas where utilities and services can be provided efficiently: This project is in an infill project and redevelopment of an existing property so there are already existing utilities and services in the neighborhood, which does not require any extensions of main utility or service lines.

PRELIMINARY PLAT APPROVAL CRITERIA

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

1. Is consistent with the Comprehensive Plan

The proposed application is consistent with the Comprehensive Plan including the following Policy/Action Goals

- 1.2 Encourage a compact urban form – this plat would support infill development in an area served by existing infrastructure
- 3.5 Ensure adequate development of workforce housing: As a development with 10 or more residential units, this project is required to provide community housing which will provide units at rates which will add to the inventory of workforce housing.
- 5.1 Increase Housing Density – infill development adding units to an existing residential property allows for an increased density and efficiency of existing land use.
- 5.6 Provide diversity in housing types – The development of townhomes helps contributes to a greater diversity of housing types within the neighborhood and the larger community.
- 6.1 Direct growth to areas where utilities and services can be provided efficiently - This plat would support infill development in an area served by existing infrastructure

2. Will comply with applicable zoning district standards

This plat complies with applicable zoning district standards. The proposed buildings are within the building setbacks and buffer areas, including setback for residential structures from any active railroad right-of-way. The lot standard for the RH Residential High Density Zoning District requires 2,250 square feet of lot area per unit. This property, at 25,613 square feet, allows for eleven lots.

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

The plat is generally consistent with the dimensional, design, and development and all other standards of this Code. A plat is not a development proposal but a subdivision action and therefore any subsequent development of the site would require corresponding land use approvals, such as a site and architectural plan, subject to all use, dimensional, design, and development standards in this Code.

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

The plat provides a layout of the proposed development and demonstrates a design which minimizes disturbance to sensitive areas and community assets. No areas on the property are identified as sensitive areas in terms of geologic hazards.

5. Provides evidence of public water and sewer system connections

The plat and its associated development application has public water and sewer system connections to existing system lines within the public right-of-way on Overlin Drive.

6. Identifies and adequately mitigates known natural hazard areas

Per Section 070.020.020 Sensitive Area Protection, the site does not contain any areas of identified natural hazard. Portions of the property are within Flood Zone B which is a moderate hazard flood zone. However, this area is not considered a Special Flood Hazard Area which means future owners of the proposed lots would not be required to obtain flood insurance.

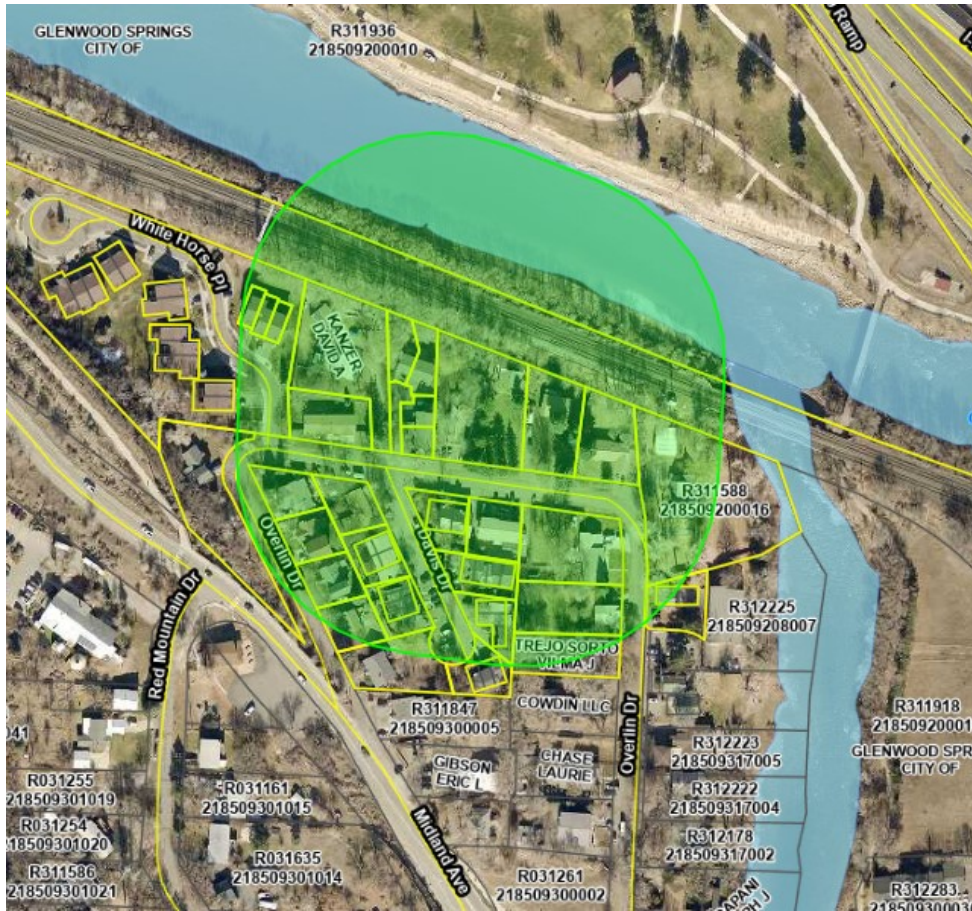
7. If applicable, proposes reasonable project phasing in terms of infrastructure capability

This is not applicable. It will not be necessary to phase the project in terms of infrastructure capability and the existing infrastructure has capacity to serve this development.

PUBLIC NOTICE AND COMMENT

As part of the Preliminary Plat application process, the applicant was required to hold a pre-application neighborhood meeting. This meeting was held on November 7, 2024 and notices for the meeting were sent out to all property owners within 300' of the subject property. Notes from the meeting and attendance log are included in the packet. The meeting summary and minutes provided by the applicant read that there would be 26 parking spaces. The applicant, at the Planning and Zoning Commission meeting, acknowledged that this was a

The map below provides a visual to all properties within 300' of the subject property. It is important to note that the mailing is required to go to the property owner's mailing address as listed by Garfield County Assessor.



Green buffer depicting the 300' distance for public noticing.

REVIEWING AGENCY COMMENTS

The following agencies have provided these comments:

Public Works Department – Public Works has suggested applicant install a fire hydrant in the right-of-way in front of the development. There is a hydrant on Overlin approximately 220' to the west and another hydrant approximately 250' to the southeast.

Engineering Department - Engineering has provided comments to applicant for items which will be required prior to approval of Final Plans including stormwater, drainage and utility tie-ins.

Fire Department – Fire Department has requested applicant to include a fire riser room for domestic water entry. Applicant has included a room located on east side of each building for this purpose.

Fiscal Impact: The approval and subsequent development of this project would result in one time collection of building permit fees and system improvement fees in addition to continued property tax collections. The proposed development is infill and would not require extensions or upgrades of any utilities (water, sewer, electric).

The monies collected by the sidewalk fee-in-lieu would go to a specific fund used for pedestrian improvements.

Legal Review:

Staff Recommendation: **Planning and Zoning Commission Recommendation**
Planning and Zoning Commission unanimously recommended approval for Planning File 34-24 Preliminary Plat with a vote of 6-0 with finding and conditions listed in the staff report. The Commission unanimously recommended approval with findings and conditions for Planning File 36-24 Residential Minor Site and Architectural Plan with a vote of 6-0. Planning and Zoning Commission identified several concerns and potential issues with the project including the applicant meeting requirements for height transition and common open space. The Commission also discussed off-street parking in response to several public comments expressing concerns by neighbors over parking in the neighborhood.

Staff Recommendation Planning File 34-24 Preliminary Plat

Staff recommends approval with the following findings and conditions.

Suggested Findings:

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

Suggested Conditions

1. The development shall comply with the requirements of the Code. Any future physical changes or improvements to the property or buildings are subject to the review and approval of the Community Development Director for compliance with applicable requirements of the Glenwood Springs Municipal Code.
2. The owner shall comply with all verbal representations made in the public hearings as outlined in all application materials, and/or revised per conditions herein and approved by the Community Development Director.
3. Applicant shall record the final plat within one (1) year after the date of the preliminary plat approval unless an extension is granted pursuant to Subsection 070.060.030(i)(3).

Staff Recommendation Planning File 36-24 Residential Minor Site and Architectural Plan

Staff recommends approval with the following findings and conditions:

Suggested Findings:

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

Suggested Conditions

1. The development shall comply with the requirements of the Code. Any future physical changes or improvements to the property or buildings are subject to the review and approval of the Community Development Director for compliance with applicable requirements of the Glenwood Springs Municipal Code.
2. The owner shall comply with all verbal representations made in the public hearings as outlined in all

application materials, and/or revised per conditions herein and approved by the Community Development Director.

3. Prior to submitting a building and/or grading permit, the owner shall:
 - a. Submit a Final Plans application in accordance with Municipal Code Section 070.060.050(c)
 - b. Submit an Engineer's estimate of all public improvements and provide security for competing said improvements per requirements of Engineering Standards.
 - c. Enter into a Development Agreement that memorializes the development approvals
4. At the time of Final Plans review, the owner shall submit all required civil and architectural plans and related reports that demonstrate compliance with Code requirements and the Engineering Standards including applicable comments provided by staff. This includes and is not limited to:
 - Compliance with requirements for height transition for east side of Building B as described in Section 070.040.080
 - Landscaping and screening requirements for ground mounted utility equipment as described in Section 070.040.050
 - Removal of live trees with caliper greater than 14" as described in Section 070.040.050
 - Creation of on-site pedestrian connections for the on north side of Building B as described in Section 070.040.070
 - Meeting exterior lighting requirements for parking areas in Lighting District 2 as described in Section 070.040.110.
 - Meeting requirements for retaining wall design as described in Section 070.040.050.
5. Prior to issuance of the building permit, the owner shall pay all required system improvement fees including and not limited to water, sewer, park, school land, emergency services, and public art.
6. Prior to the issuance of the Certificate of Occupancy, owner shall:
 - a. Submit and record a deed restriction agreement for all units satisfying Section 070.045 Community Housing Standards for all Resident Occupied and deed restricted units to the satisfaction of the City or its designees
 - b. Provide as-built plans and Improvement Plat Survey to specifications of the City Engineering Standards.

Planning File #34-24 Preliminary Plat and 36-24 Residential Minor Site and Architectural Plan

619 Overlin Drive

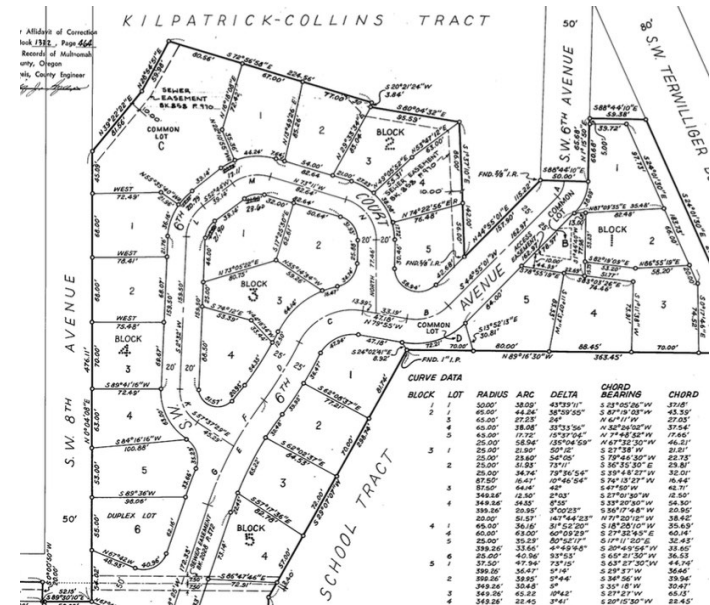
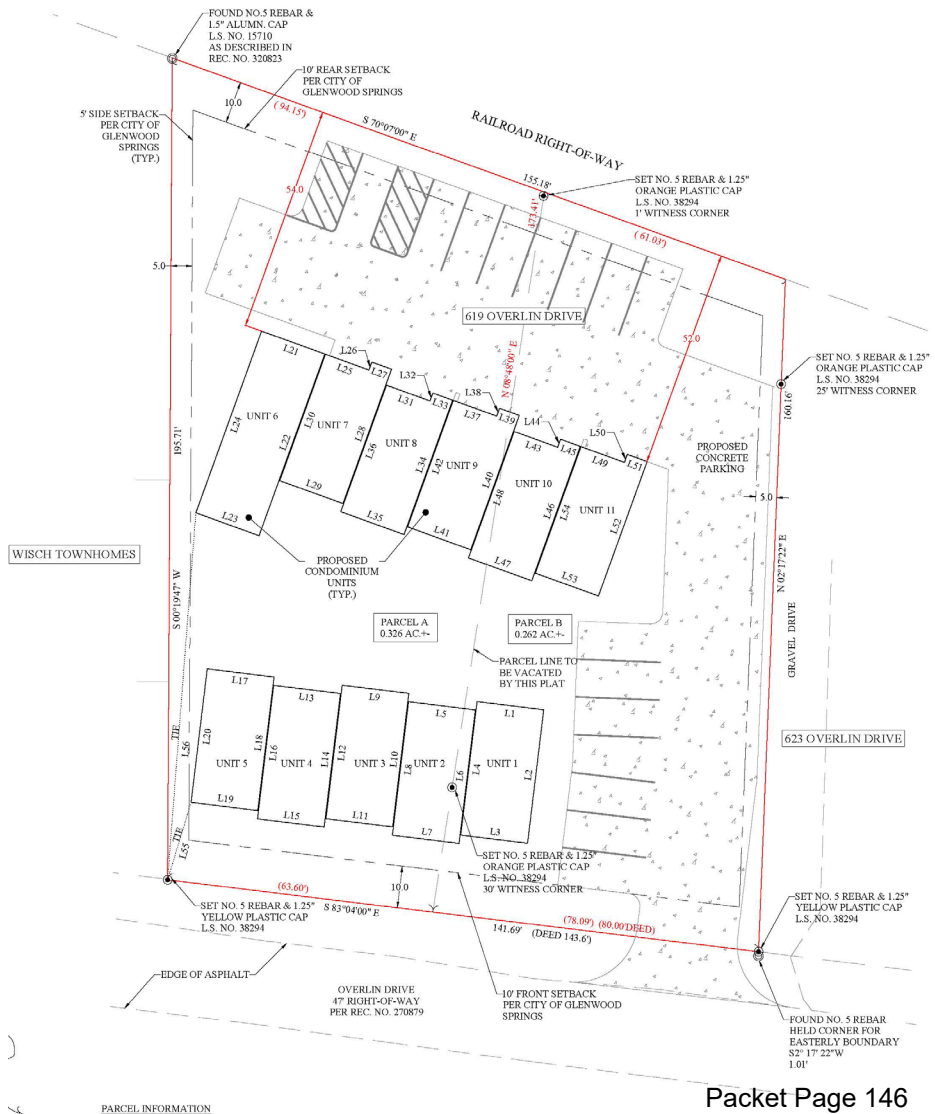
City Council

January 16, 2025



Preliminary Plat

To consider approval of a Preliminary Plat application for subdivision of existing lot into eleven townhome lots. Application is a subdivision process for division of land. Subdivisions do not always occur simultaneously with development.

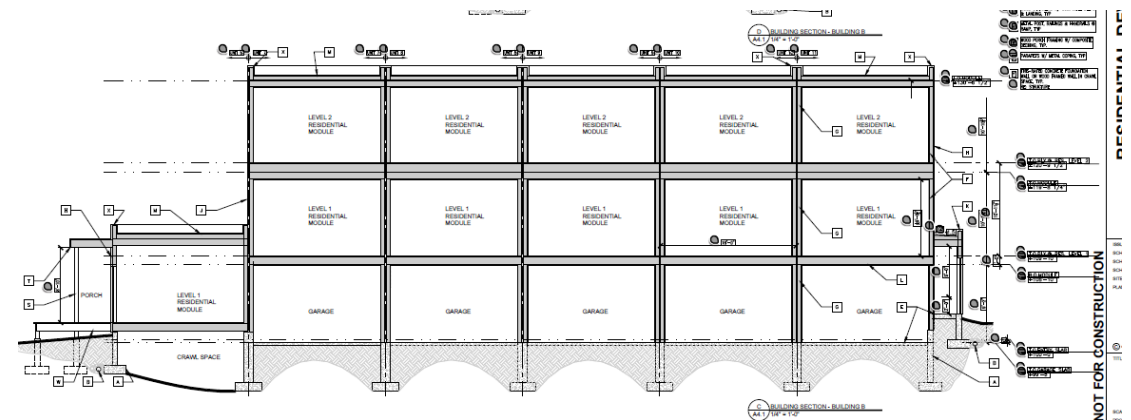


Residential Minor Site and Architectural Plan

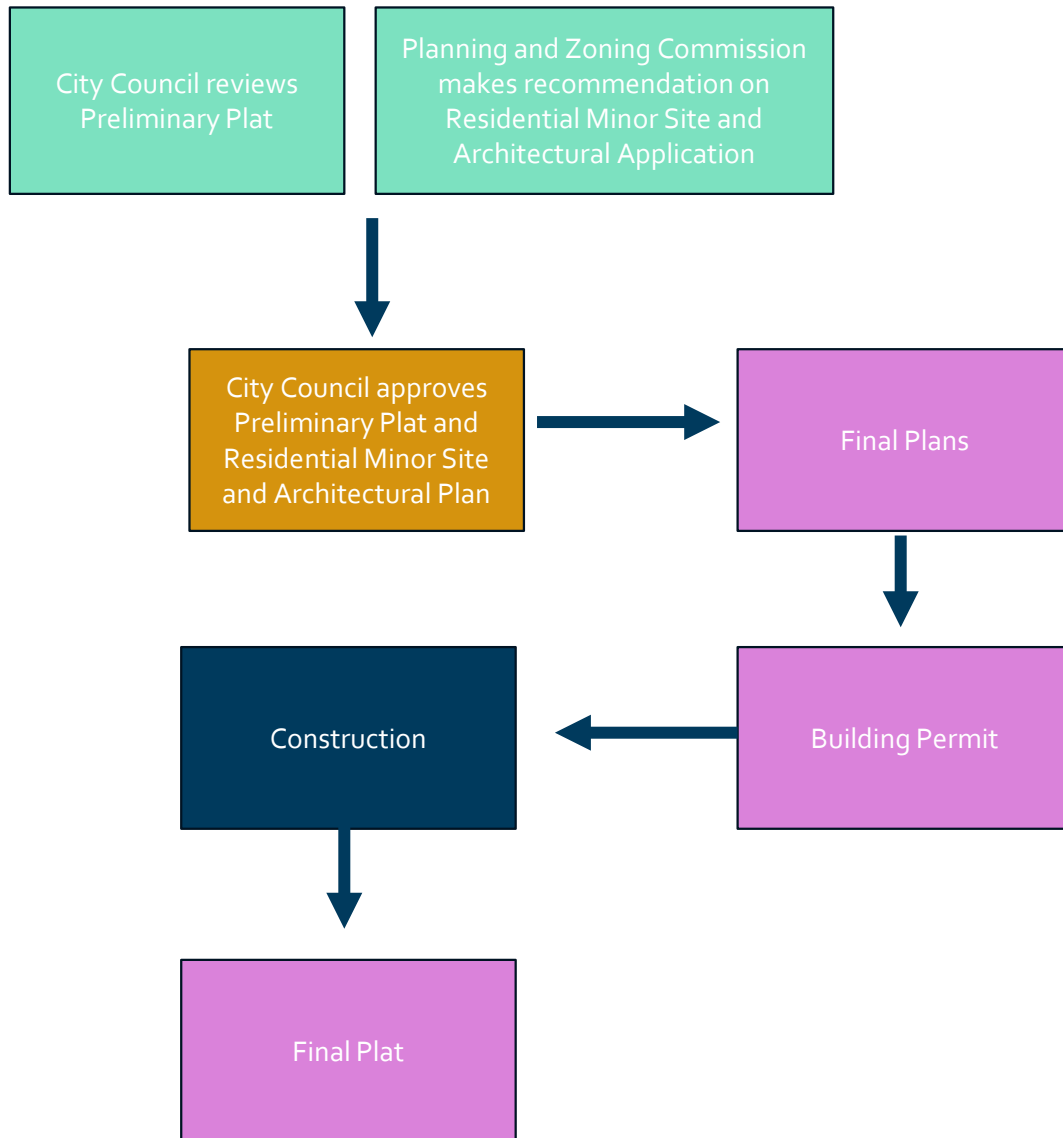
To consider approval of a Residential Minor Site and Architectural Plan to construct 11 townhomes in two separate buildings.



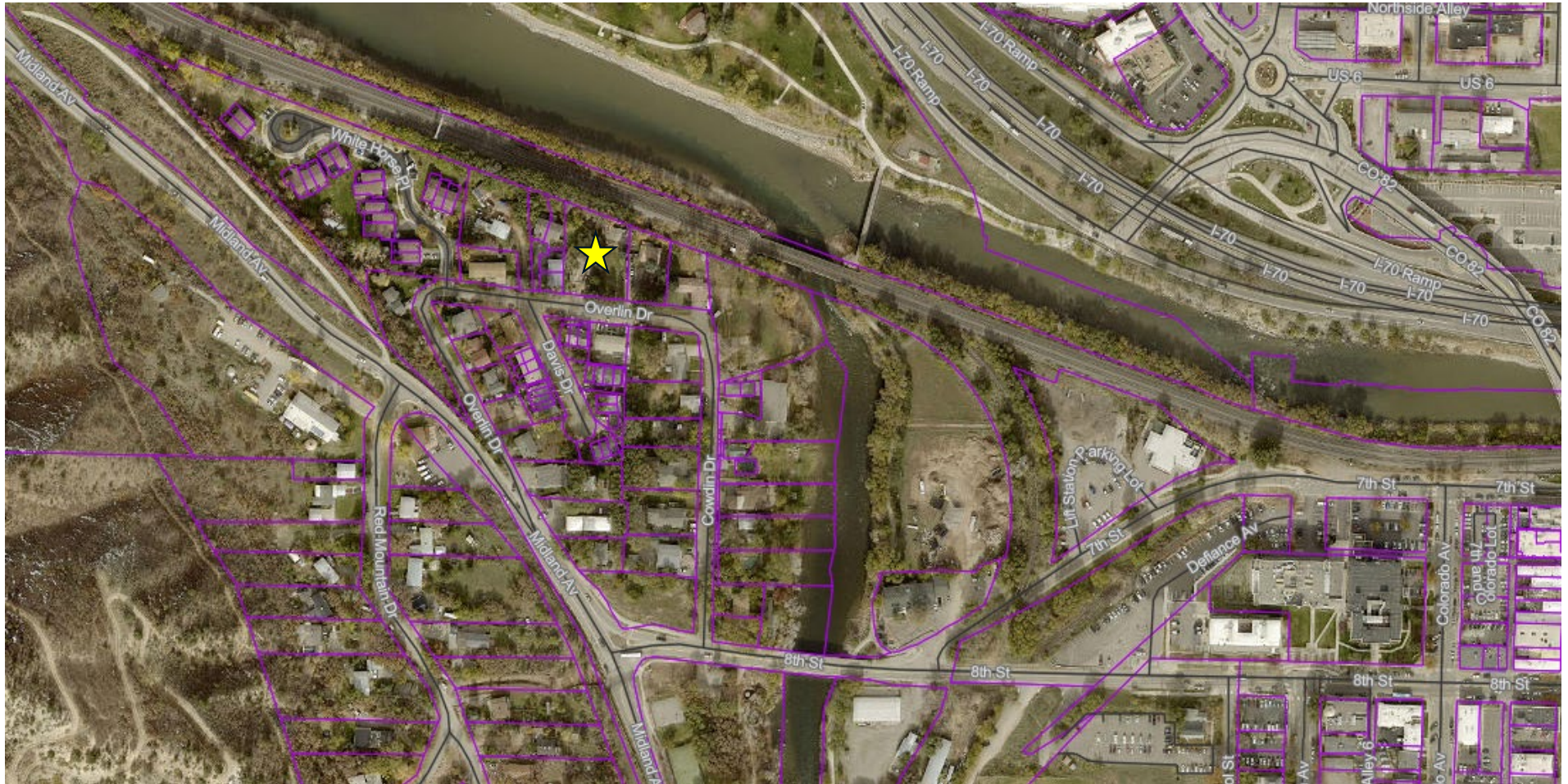
2 PROPOSED EXTERIOR MATERIALS
NOT TO SCALE



Application and Approval Process



Location



Location



Planning File #36-24 Residential Minor Site and Architectural Plan 619 Overlin

REQUEST	Consideration of a Residential Minor Site and Architectural Plan application for the development of eleven townhomes.
APPLICANT	619 Overlin Drive LLC
LOCATION:	619 Overlin Drive (Parcel #2185-092-00-013)
ZONE	RH Residential High Density
EXISTING USE	Residential, multifamily, four units
SURROUNDING LAND USES	North: Railroad right-of-way South: Residential East: Residential West: Residential
LOT SIZE	25,613 square feet





Action 1:

Consideration of a Residential Minor Site and Architectural Plan application for the development of eleven townhomes.

Staff Recommendation:

Staff recommends approval with findings and conditions described in the staff report.

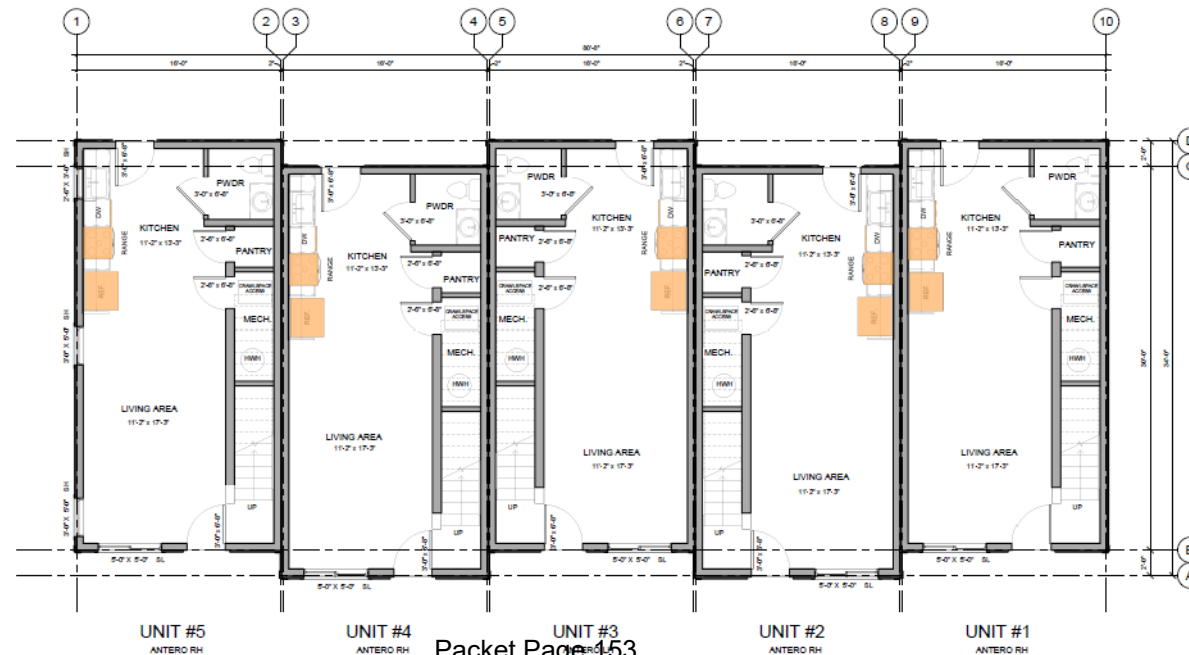
City Council Actions:

1. Approve item
2. Approve with conditions
3. Deny application
4. Continue application

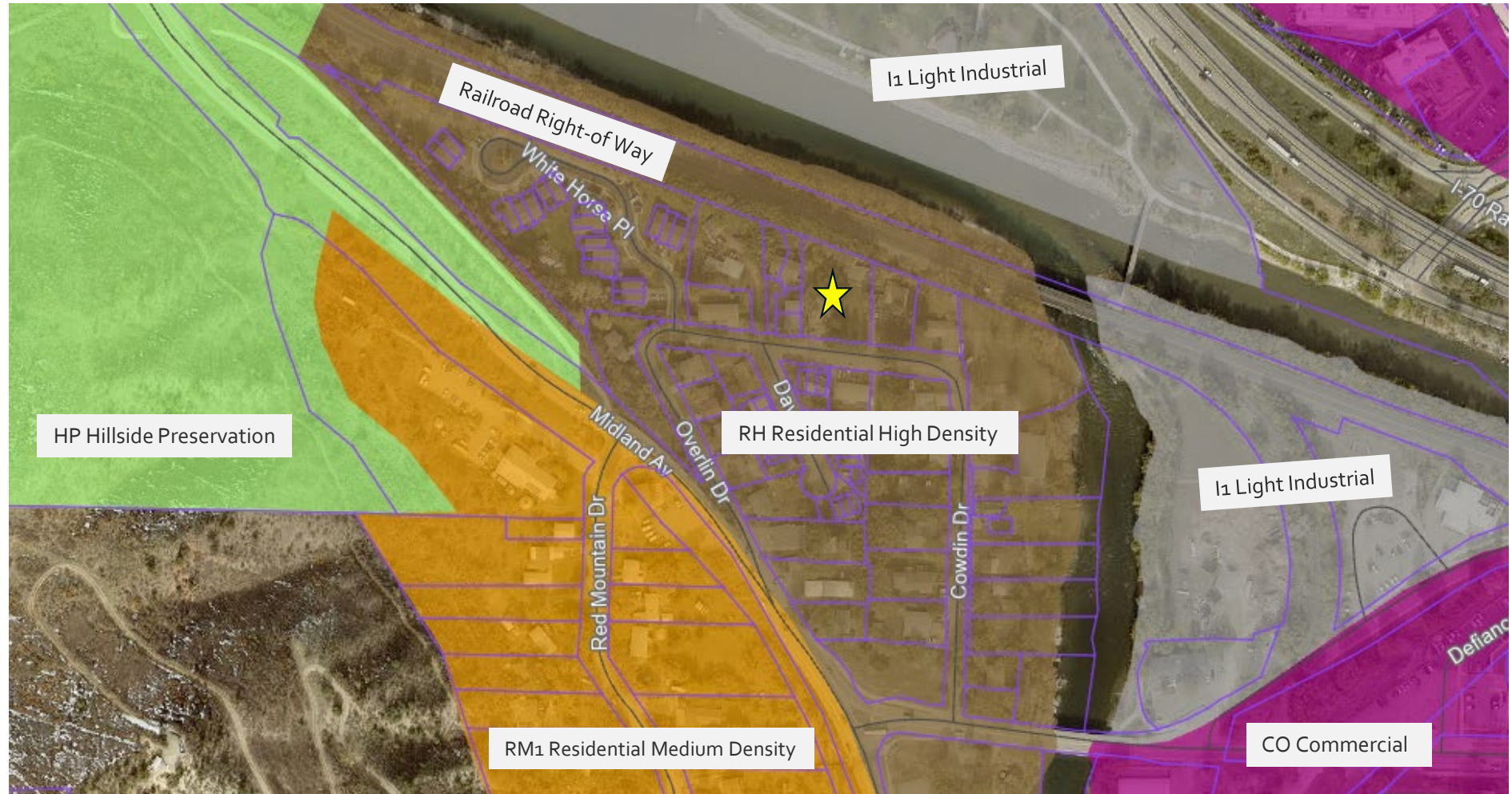
Project Summary

Applicant proposes development of 11 townhomes in two separate buildings, Building A and Building B at 619 Overlin Drive.

BUILDING A	
Unit 1-5	1,024 square feet in size, 2 bedrooms, 1 ½ bathrooms. 512 square foot footprint
BUILDING B	
Unit 6	1,024 square feet with 550 square foot garage, 2 bedrooms, 1 ½ bathrooms. 512 square foot footprint
Unit 7	736 square feet, 2 bedrooms, 2 bathrooms. 736 square foot footprint



Site Location



Site



CITY OF
GLENWOOD
SPRINGS
COLORADO



Existing west access



Existing east access



Existing residential unit on west of property



Existing residential unit on east of property

SITE PLAN



Minor Site & Architectural Plan Criteria

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



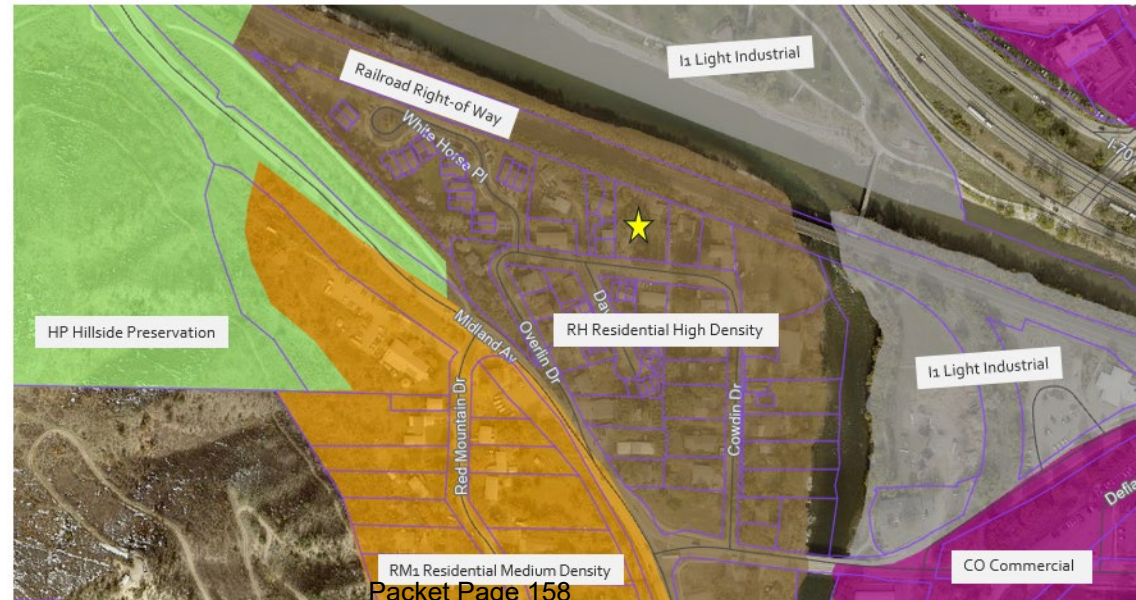
1. Consistency with general purpose and intent of this Code

070.020.070 - Residential High-Density District (RH) District.



- (a) *Purpose.* The RH district is intended to accommodate various housing types ranging from single-family detached on small lots to multifamily dwellings. The RH district is intended to transition between established neighborhoods and more intense commercial or other nonresidential districts.

Figure 020-5: RH District Dimensional Standards



Packet Page 158

2. Consistent with the dimensional, design, development, and all other standards of this Code

CODE STANDARD		PROPOSED	REQUIREMENT MET
DIMENSIONAL			
Lot standard	2,250 sf per unit	11 units on a 25,613-sf lot	YES
Lot coverage	N/A	23%	YES
Building height	40'	Building A: 25' ¾" Building B: 32' 4"	YES
Setbacks			
<i>Front</i>	10'	VARIES	YES
<i>Side</i>	5'	VARIES	YES
<i>Rear</i>	10'	VARIES	YES
PARKING			
Vehicle	20 spaces	20 spaces	YES
Bicycle	3 spaces	3 spaces	YES
LANDSCAPING			
Total Landscaping	5122.6 square feet	7,800 square feet	YES
<i>Trees</i>	13	13	YES
<i>Street Trees</i>	2	2	YES
<i>Shrubs</i>	52	52	YES
<i>Perennials</i>	103	120	YES
Parking Lot Landscaping			
<i>Total Area</i>	926.9 square feet	1039.1 square feet	YES
<i>Interior Landscaping</i>	150 square feet	547.1 square feet	YES
<i>Parking Lot Trees</i>	1	1	YES
COMMON OPEN SPACE			
Total Area	5122.6 square feet	5,790 square feet	YES
ARCHITECTURAL			
Four-Sided Design	Five architectural features per elevation	Five per elevation	YES
Storage Area	Units 1-5 and 7-11 342 cubic feet	Units 1-5: 380 cubic feet	YES
		Unit 7-11: 422 cubic feet	YES
	Unit 6: 245 cubic feet	Unit 6: 251 cubic feet	YES
COMMUNITY HOUSING	2 resident occupied, 2 affordable	2 resident occupied, 2 affordable	YES



2. Consistent with the dimensional, design, development, and all other standards of this Code

Parking

Townhomes are required to provide parking at rate of 1.5 parking spaces per dwelling unit plus one guest space per 5 units. This development, with 11 townhomes, would require 20 parking spaces. Plans show 20 parking spaces, 5 of which are garage parking space.

Table 030.1: Table of Allowed Uses																			
P = permitted by right S = special use permit required Blank = use prohibited																			
	Districts →																		
Use Category	Use Type	RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP	Use-Specific Standards	Required Minimum Parking	
RESIDENTIAL USES																			
Household Living	Dwelling, live-work						P	P	P	P	P	P	P	P			070.030.030(c)(2)	1 per dwelling unit	
	Dwelling, multifamily				P	P	P	P	P	P	P	P					070.030.030(c)(1)	1.5 per dwelling unit, plus 1 guest space per each 5 dwelling units	
	Dwelling, townhouse				P	P	P	P	P	P	P	P				S	070.030.030(c)(1)	1.5 per dwelling unit, plus 1 guest space per each 5 dwelling units	
	Dwelling, single-family detached	P	P	P	P	P	P	P	P		P	P				S	070.030.030(c)(1)	1 per dwelling unit	
	Dwelling, two-family		S	S	P	P	P	P	P		P					S	070.030.030(c)(1)	1.5 per dwelling unit	
	Mobile home park					S	S	S				P						070.030.030(c)(3)	1 per dwelling unit

2. Consistent with the dimensional, design, development, and all other standards of this Code

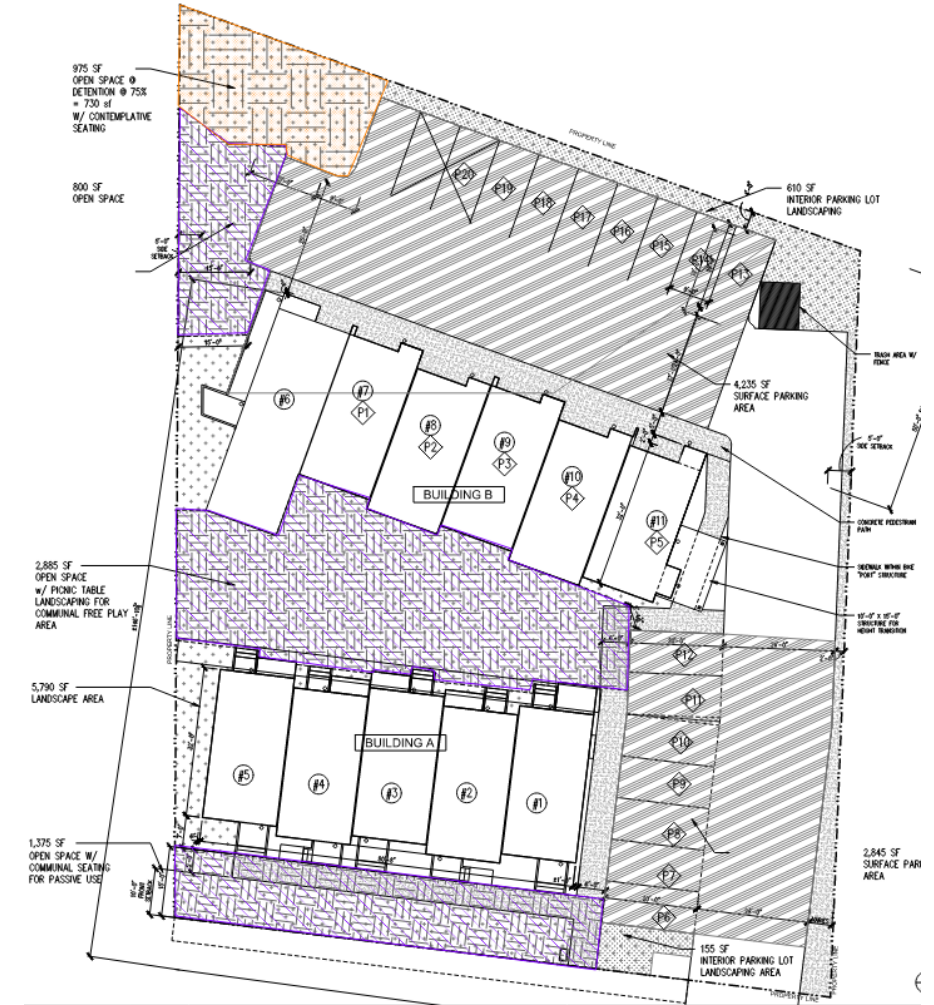
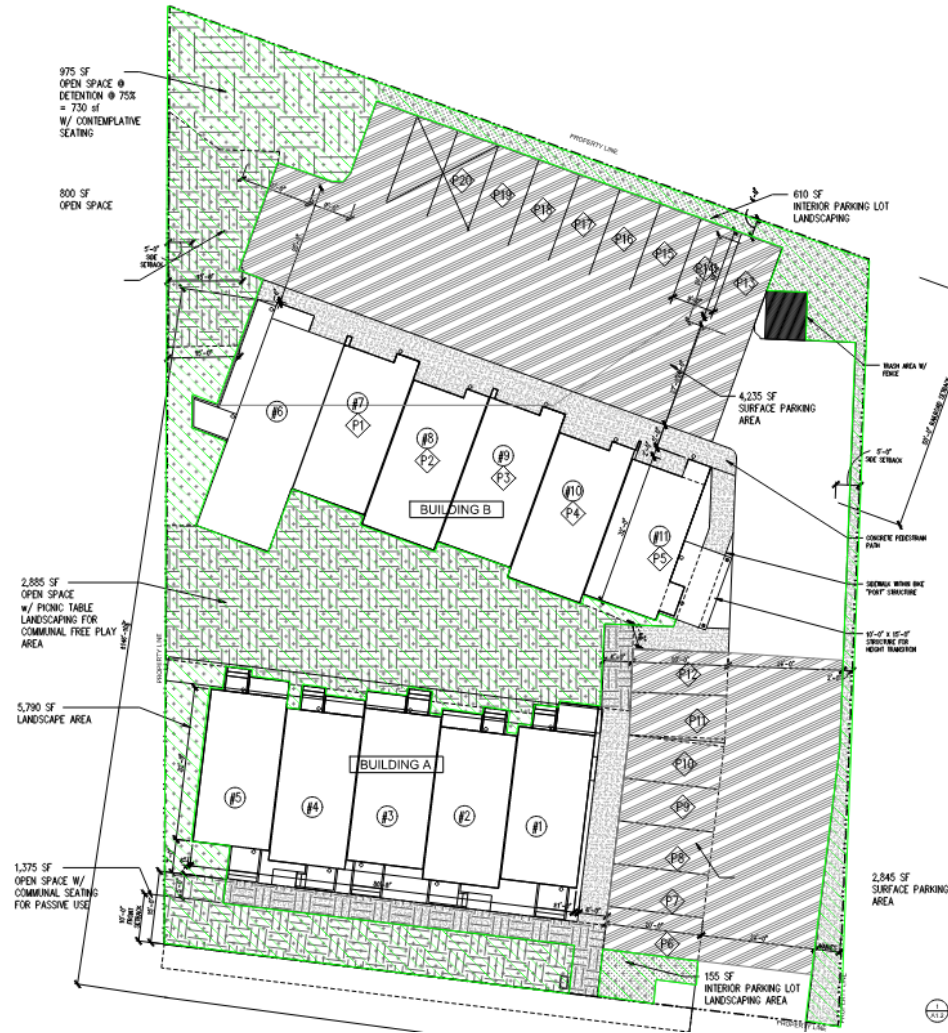
Common Open Space

Common open spaces are areas set aside for use and enjoyment of a development's residents, employees, and users. For multi-family dwelling units, 20% of the development site must be common open space. This project requires 5,122.6 square feet of common open space and is proposing 5,790 square feet. The following areas can be counted as common open space:

- Natural resource and hazard areas
- Active recreational areas
- Stormwater management devices (75% of total area)
- Formal plantings and gardens
- Squares, forecourts, plazas, courtyards, and outdoor dining area
- Required Buffer and Landscape Areas



2. Consistent with the dimensional, design, development, and all other standards of this Code



2. Consistent with the dimensional, design, development, and all other standards of this Code

Height Transition

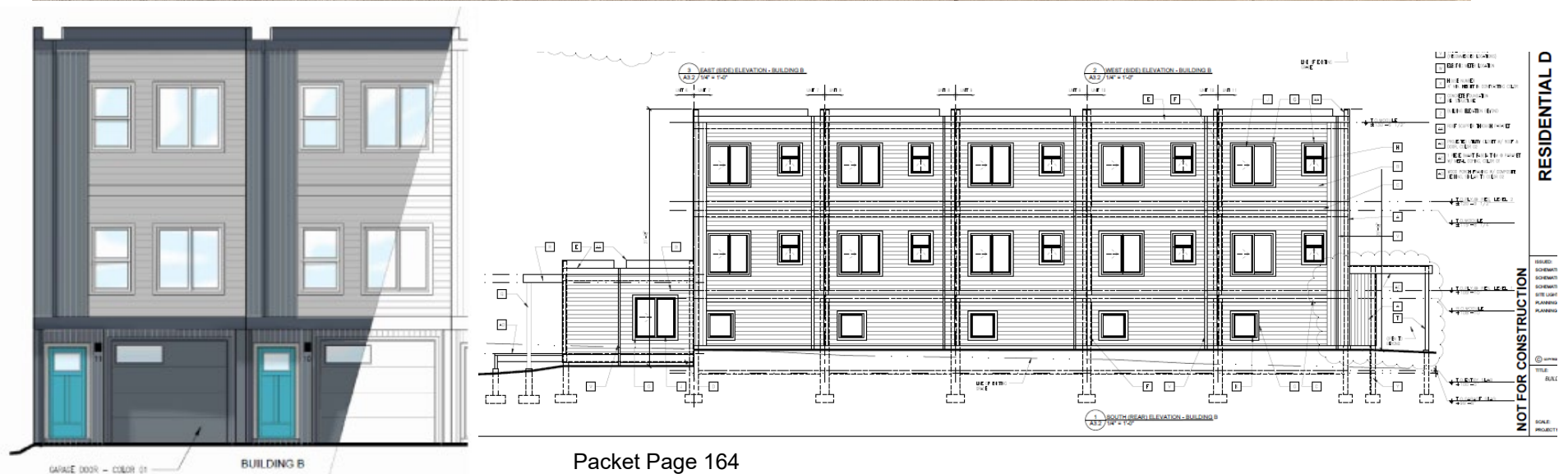
Code regulates new building heights by requiring any new residential building with a height that exceeds a neighboring structure by one or more stories to provide a height transition. The area in question would be the difference in scale between Unit #11 in Building B and the existing single-family dwelling to the east. A condition of approval has been included to achieve this design standard.

- b. *Height Transitions.* A new building with a height that exceeds that of an adjacent existing dwelling by one (1) story or more shall provide a transition using at least three (3) of the following techniques: (Figure 040-17)
1. "Stepping down" building height and mass along the shared property line to meet the height of the existing neighboring home along a minimum of fifty (50) percent of the new building's length. The "stepped-down" portion of the new building shall be a minimum of ten (10) feet in width and depth. This option is available only where the existing residential building is located along the property line adjacent to the new building;
 2. Providing variations in the side building wall and/or roof form so that new structures have a comparable scale as neighboring homes along the shared property line;
 3. Utilizing a roof pitch and overhang similar to that of the neighboring structures; and
 4. Utilizing dormers and sloping roofs to accommodate upper stories.

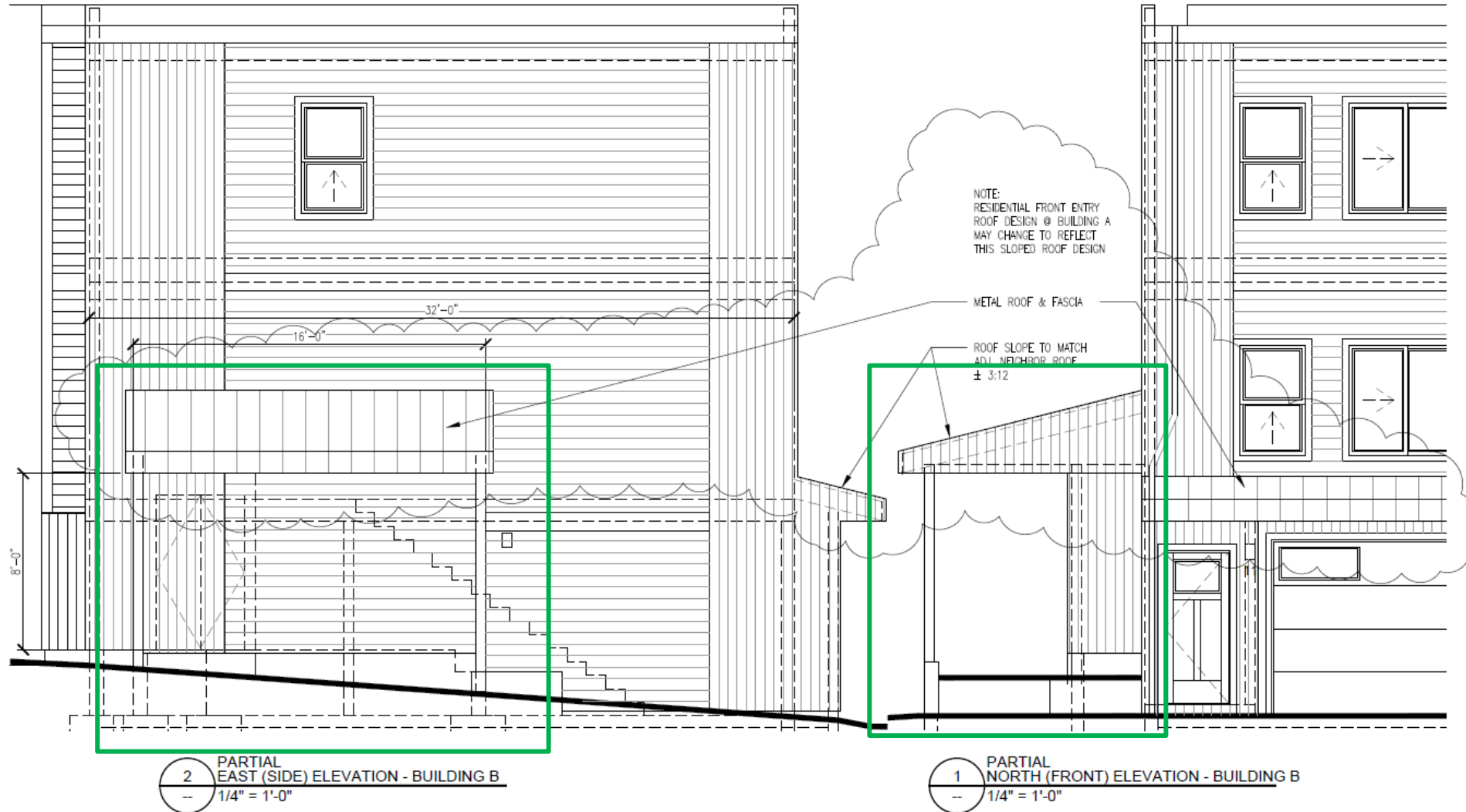


Figure 040-17: Height Transitions

2. Consistent with the dimensional, design, development, and all other standards of this Code



2. Consistent with the dimensional, design, development, and all other standards of this Code



2. Consistent with the dimensional, design, development, and all other standards of this Code

Sidewalk

Typically, a sidewalk would be required for this development, with the option for a sidewalk fee-in-lieu to be paid by the City Engineer. For this location, Engineering prefers a sidewalk fee-in-lieu fee as further planning for pedestrian improvements for this area is underway. Accepting a fee-in-lieu instead of sidewalk avoids a situation where improvements are made that may interfere with future plans.



Packet Page 166

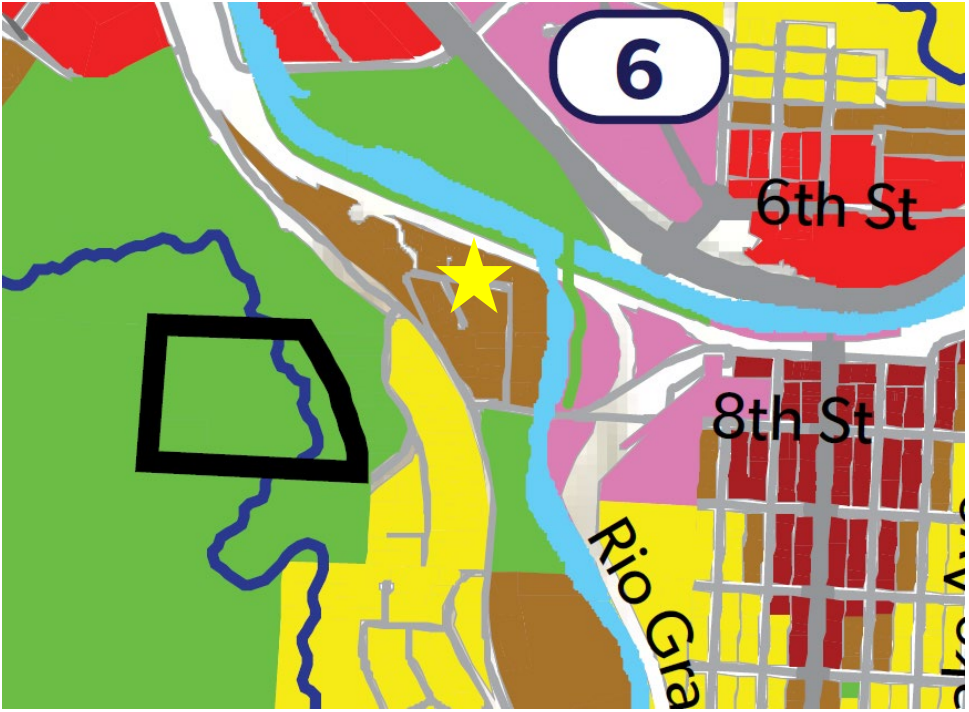
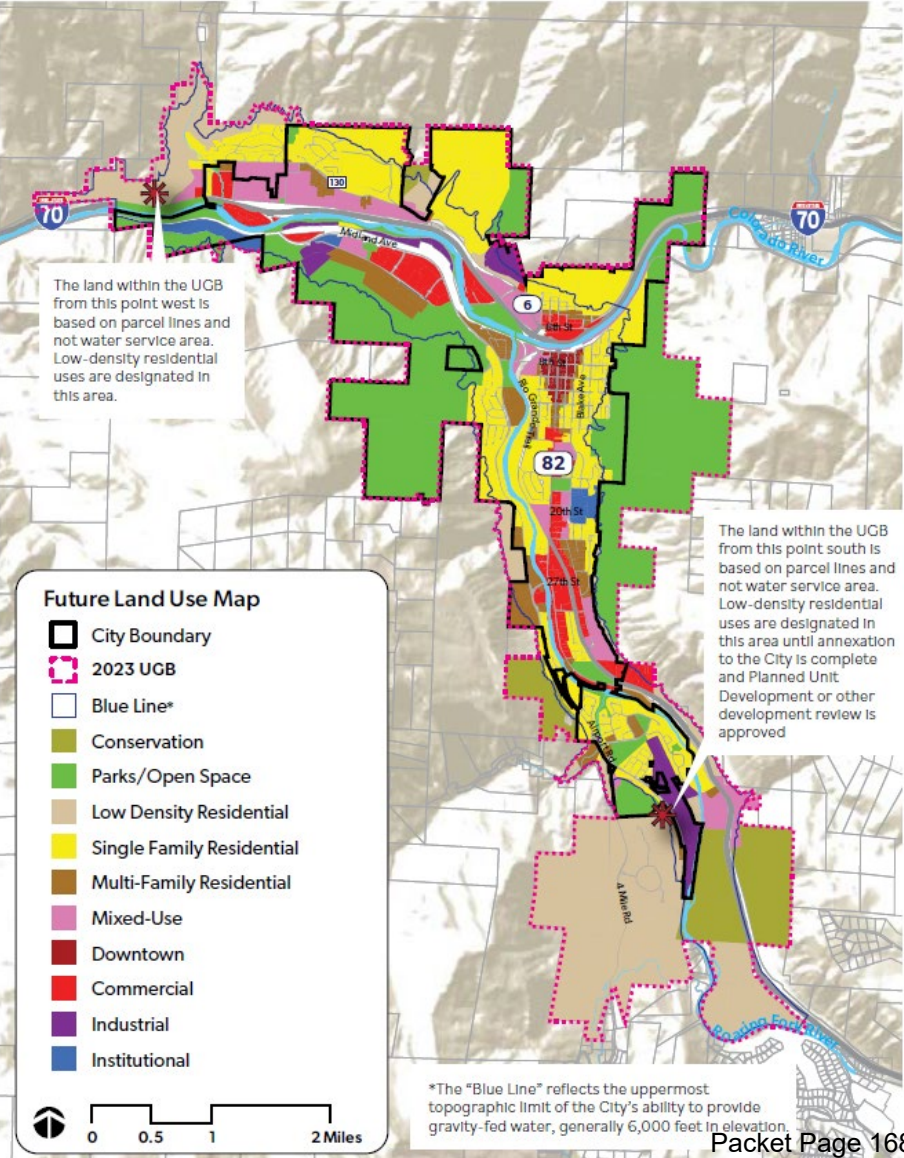
3. Consistency with any previously approved plat, PUD, or any other precedent land use approval.

Not applicable.



4. Consistent with the Comprehensive Plan and other adopted City policies and plans

Future Land Use Map (FLUM)



4. Consistent with the Comprehensive Plan and other adopted City policies and plans

Action 1.2 Encourage a compact urban form: Multifamily projects in areas identified and zoned for that density helps encourage a compact urban form and allows development to occur in areas where future residents would be near jobs and services.

- **Action 3.5 Ensure adequate development of workforce housing:** As a development with 10 or more residential units, this project is required to provide community housing which will provide units at rates which will add to the inventory of workforce housing.

- **Action 5.1 Increase Housing Density** – infill development adding units to an existing residential property allows for an increased density and efficiency of existing land use.

- **Action 5.6 Provide diversity in housing types:** The development of townhomes helps contributes to a greater diversity of housing types within the neighborhood and the larger community.

- **Action 6.1 Direct growth to areas where utilities and services can be provided efficiently:** This project is in an infill project and redevelopment of an existing property so there are already existing utilities and services in the neighborhood, which does not require any extensions of main utility or service lines.





Reviewing Agencies

Following comments were received from referral agencies.

Engineering Department

Engineering has provided comments to applicant for items which will be required prior to approval of Final plans including stormwater, drainage, and utility tie-ins.

Public Works, Electric, Water/Wastewater

Public Works has suggested applicant install a fire hydrant in the right-of-way in front of the development. There is a hydrant on Overlin approximately 220' to the west and another hydrant 250' to the southeast.

Fire Department

Fire Department has requested applicant to include a fire riser room for domestic water entry. Applicant has included a room located on east side of each building.



Public Notice

November 7: Neighborhood meeting held by applicant at Glenwood Springs Recreation Center attended by four persons.

December 4: First posting in the Post Independent

December 5: Public notice sign posted on property

December 11: Second posting in the Post Independent

December 17: Planning and Zoning Commission Meeting

January 3: First posting in the Post Independent for City Council

January 6: Public notice sign posted on property for Council meeting

January 10: Second posting in the Post Independent

Public Notice

Mailed notice is required to be sent prior to the meeting to all neighboring property owners within 300' of the subject property.



Public Comments

Public comments have been received which expressed concern related to parking, compatibility with existing single-family dwellings, traffic, density, and building height.

Three members of the public spoke at the Planning and Zoning Commission meeting expressing similar concerns.



Action 1:

Consider recommendation to City Council for approval of a Residential Minor Site and Architectural Plan for the development of eleven townhomes.

Staff Recommendation:

Staff recommends City Council recommend approval of the Minor Site & Architectural Plan with findings and conditions on pages 12 and 13 of the staff report.

City Council Actions:

1. Approve item
2. Approve with conditions
3. Deny application
4. Continue application

Criteria

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



Alternative Motion Action 1:

Alternative motion for consideration of recommendation of approval to recommend denial.

Criteria

1. *The site/architectural plan is **NOT** consistent with the general purpose and intent of this Code;*
2. *The site/architectural plan is **NOT** consistent with dimensional, design, development and all other standards of this Code;*
3. *The site/architectural plan is **NOT** consistent with any previously approved plat, PUD, or any other precedent land use approval; and*
4. *The site/architectural plan is **NOT** consistent with the Comprehensive Plan and other adopted City policies and plans.*



Planning File #34-24 Preliminary Plat 619 Overlin

REQUEST	Consideration of application for preliminary plat to create eleven townhome lots at 619 Overline Drive in association with a Residential Minor Site and Architectural application.
APPLICANT	619 Overlin Drive LLC
LOCATION:	619 Overlin Drive (Parcel #2185-092-00-013)
ZONE	RH Residential High Density
EXISTING USE	Residential, multifamily, four units
SURROUNDING LAND USES	North: Railroad right-of-way South: Residential East: Residential West: Residential
LOT SIZE	25,613 square feet



CITY OF
GLENWOOD
SPRINGS
COLORADO

Action Item Summary

Action 1:

Consideration of a Preliminary Plat application for subdivision of existing lot into eleven townhome lots.

Staff Recommendation:

Staff recommends approval with the findings and conditions of the staff report.

City Council Actions:

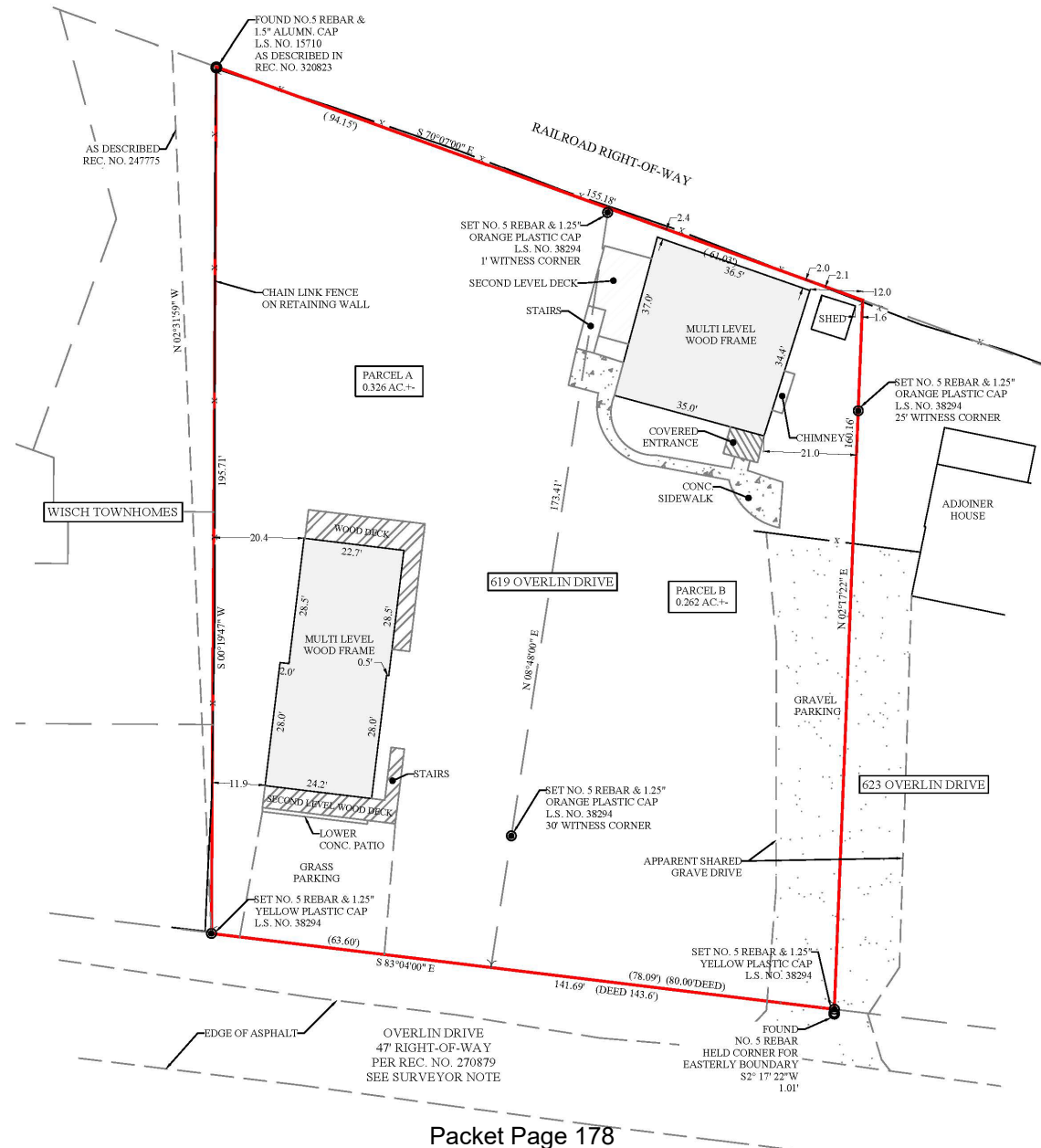
1. Approve Preliminary Plat
2. Approve Preliminary Plat with additional conditions
3. Deny Preliminary Plat
4. Continue item to next regularly scheduled meeting



Existing Survey



CITY OF
GLENWOOD
SPRINGS
COLORADO



Proposed Preliminary Plat



Subdivision Procedures

MINOR SUBDIVISION (ADMINISTRATIVE)	PRELIMINARY/FINAL PLAT (PLANNING/ZONING & CITY COUNCIL)
Subdivision creating 3 or fewer lots or ten or fewer condominium units	Subdivision creating 4 or more lots
Condominiumizations within an existing building that do not include land dedication to City	Includes dedication of public right-of-way, public tracts, or public improvements not eligible for minor subdivision
Consolidations of lots, boundary adjustments, and corrections of errors on a approved final plat	



***Final Plats are approved administratively following Preliminary Plat approval.**



Preliminary Plat Criteria

Preliminary Plat application must adhere to the approval criteria outlined in Section 070.060.060(b)(3)(f)(4) of the Code, as follows:

PRELIMINARY PLAT CRITERIA	
✓	Is consistent with the Comprehensive Plan
✓	Will comply with applicable zoning district standards
✓	Will comply with the use, dimensional, design, and development standards in this Code
✓	Provides a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets
✓	Provides evidence of public water and sewer system connections
✓	Identifies and adequately mitigates known natural hazard areas
✓	If applicable, proposes reasonable project phasing in terms of infrastructure capability

Preliminary Plat Criteria

1. Is consistent with the Comprehensive Plan

Proposed application is consistent with several goals of the Comprehensive Plan including following Policy/Action goals: 1.2 Encourage a compact urban form, 2.3 Support Social Diversity, 5.1 Increase Housing Density, 5.6 Provide diversity in housing types, 6.1 Direct growth to areas where utilities and services can be provided efficiently,

2. Will comply with applicable zoning district standards

Plat and associated development complies with applicable zoning district standards.

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

The plat and associated site and architectural plan will comply with use, dimensional, design, and development standards in this Code.

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

The plat and associated plan provides layout designed to minimize disturbance to sensitive areas.



Preliminary Plat Criteria

5. Provides evidence of public water and sewer system connections

The plat shows evidence of public water and sewer system connections to existing system lines within the public right-of-way on Overlin Drive.

6. Identifies and adequately mitigates known hazard areas

The site does not contain any identified area of natural hazard. Some areas are Flood Zone B, which is not considered a Special Flood Hazard and is not subject to Section 070.020.020 Sensitive Area Protection nor requires future owners to hold flood insurance.

7. If applicable, proposes reasonable project phasing in terms of infrastructure capability

Not applicable. Existing infrastructure has capacity to serve this development





Reviewing Agencies

Following agencies submitted the comments below:

Public Works Department

- Public Works has provided comments to applicants to provide additional details to be added prior to Final Plat approval.

Engineering Department

- Engineering has provided comments to applicants to provide additional details to be added prior to Final Plat approval.

Action Item Summary

Action 1:

Consideration of a Preliminary Plat application for subdivision of existing lot into eleven townhome lots.

Staff Recommendation:

Staff recommends approval with the findings and conditions of the staff report.

City Council Actions:

1. Approve Preliminary Plat
2. Approve Preliminary Plat with additional conditions
3. Deny Preliminary Plat
4. Continue item to next regularly scheduled meeting



Alternative Motion Action 1:

Alternative motion for denial.

Consideration of Action 1, I move to **RECOMMEND DENIAL** finding that the application-

1. Is **NOT** consistent with the Comprehensive Plan;
2. Will **NOT** comply with the applicable zoning district standards;
3. Will **NOT** comply with the use, dimensional, design, and development standards of the Code;
4. **DOES NOT** provide a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets;
5. **DOES NOT** provide evidence of public water and sewer system connections;
6. **DOES NOT** identify and adequately mitigates known natural hazard areas;
7. If applicable, **DOES NOT** propose reasonable project phasing in terms of infrastructure capacity.





LAND USE APPLICATION

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

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

Applicant/Property Owner Information:			
619 Overlin LLC		Ben West	
Applicant		Owner	
Owners		Roger Giard	
Relationship to Owner		Owner	
619 Overlin Drive Glenwood Springs CO 81601		1319 Walz Avenue Glenwood Springs CO 81601	
Applicant Address		Owner Address	
Phone 9707731313	Email Address benwestrealtor@gr	Phone 9702301536	Email Address roger.giard@giardh

Property Information:	
619 Overlin Drive Glenwood Springs CO 81601	218509200013
Address	Parcel Number
None	
Subdivision	Lot and Block Number
Zone District Residential High Density	Existing Land Use Residential (two duplexes)

General Project Description:
Demolition of existing residences and construction of eleven (11) townhomes

Signatures:		
The owner or applicant must be present at the hearing. All public hearings must be properly noticed according to G.S.M.C. Section 070.010.030. Signatures of all owners of the property must appear before the application is accepted. Partnerships or corporations may have the authorized general partner or corporate officer sign the		Oct 8, 2024
	Applicant	Date
		Oct 8, 2024
	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 Roger Giard	Date 10/8/24

PERSONAL REPRESENTATIVE DEED

THIS DEED is dated this 17 day of June, 2024, and is made between Giani Olilang, the "Grantor", as Personal Representative of the estate of Rosie B. Ferrin, deceased, and 619 Overlin Drive, LLC, a Colorado Limited Liability Company, the "Grantee", whose legal address is 1319 Walz Avenue, Glenwood Springs, CO 81601 of the County of Garfield, State of Colorado.

WHEREAS, the decedent died on the date of June 3, 2019 and Grantor was duly appointed Personal Representative of said estate by the District Court in and for the County of Garfield, State of Colorado, Probate No. 2019 PR 30064, on the date of August 23, 2024, and is now qualified and acting in said capacity;

NOW THEREFORE pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell and convey upon Grantee for and in consideration of seven hundred ninety-three thousand and no/100 dollars (\$793,000.00) and other good and valuable consideration the following described real property situated in the County of Garfield, State of Colorado:

See Schedule A attached hereto and incorporated herein by reference.

also known by street address as: 619 Overlin Drive, Glenwood Springs, Colorado 81601.

With all appurtenances.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.



Giani Olilang
Personal Representative of Estate of Rosie B. Ferrin

STATE OF _____) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of June, 2024, by Giani Olilang, as Personal Representative of the Estate of Rosie B. Ferrin.

Witness my hand and official seal.

My commission expires: _____

Notary Public

See Attached Certificate

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.

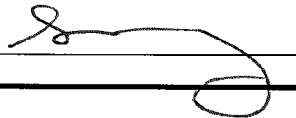
State of California
County of Los Angeles)

On June 17, 2024 before me, Stephanie Janji, Notary Public
(insert name and title of the officer)

personally appeared Gianni Olilang
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  (Seal)

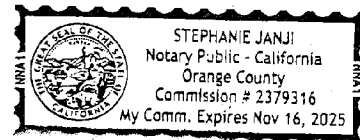


Exhibit A
Legal Description
Personal Representative Deed

The Land referred to herein is located in the County of **Garfield**, State of **Colorado**, and described as follows:

Parcel A:

A tract of land situated in the SE 1/4 NW 1/4 of Section 9, T. 6 S., R. 89 W. of the 6th P.M. and more fully described as follows:

Beginning at a point on the Southerly bank of the Colorado River whence the Southwest corner of said SE 1/4 NW 1/4 bears S. 29°42' W. 698.6 feet; thence S. 5°37' E. 230 feet; thence S. 83°04' E. 128.6 feet; thence N. 8°48' E. 200 feet to the Southerly bank of the Colorado River and thence Northerly and Westerly along the Southerly bank of the Colorado River to the point of beginning, less all that portion thereof heretofore conveyed by quitclaim deed recorded as Document No. 247775 in Book 414 at Page 138.

Except all portions thereof heretofore conveyed to the Department of Highways, State of Colorado, in deed recorded as Document No. 231640 in Book 369 at Page 490.

Parcel B:

A parcel of land in the City of Glenwood Springs, Colorado, being situated in the SE1/4NW1/4 of Sec. 9, T. 6 S., R. 89 W. of the 6th P.M., lying Southerly of the Colorado River and Northerly of the Northerly right-of-way line of a roadway as constructed and in place, said parcel of land is described as follows:

Beginning at a point on the Southerly bank of the Colorado River whence the Southwest Corner of said SE1/4NW1/4 bears S. 69°30'12" E. 159.00 feet and S. 57°25'00" W. 878.90 feet; thence S. 02°17'22" W. 174.58 feet to a point on the Northerly right-of-way line of said roadway; thence N. 83°04'00" W. 80.00 feet along said roadway; thence N. 08°48'00" E. 200.00 feet to a point on the Southerly bank of said river; thence S. 69°30'12" E. 64.75 feet along the Southerly bank of said river, to the point of beginning.

Except all portions thereof heretofore conveyed to the Department of Highways, State of Colorado, in deed recorded as Document No. 231640 in Book 369 at Page 490.

ROGER GIARD and BEN WEST
619 AND 623 OVERLINDRIVE DEVELOPMENT – PROJECT NARRATIVE

September 26, 2024

Community Development
City of Glenwood Springs
101 W 8th St
Glenwood Springs, CO 81601

Re: Administrative Site/Architecture Plan Review – 619 Overlin Drive, Glenwood Springs

This submittal package is for the Administrative Site/Architecture Plan review application regarding the proposed development of eleven (11) townhomes located at 619 Overlin Drive in Glenwood Springs. The development includes demolishing two existing homes and construction of the new townhomes as well as the circulation/parking, and the installation of new civil utility infrastructure for the property. The eleven (11) residences will be condominiumized for possible resale at a later date via the plat process.

This shall act as an overview of the proposed development of this property.

Property

The subject property is located at 619 Overlin Drive, Glenwood Springs. The parcels total is approximately .588 acres or 25,613 square feet.

Roger Giard and Benjamin West purchased the property in 2024. The property, at the time of purchase, had four (4) individual dwelling units in two separate buildings.

The legal description is as follows:

619 Overlin Drive, Glenwood Springs, CO 81601 Section: 9 Township: 6 Range 89 TR IN SENW

Planning Application

The application for the project, previously submitted for the preapplication meeting, has been attached.

Ownership

The Personal Representatives Deed, showing the owners/developer, as owner of the parcel, is attached.

ROGER GIARD and BEN WEST
619 AND 623 OVERLINDRIVE DEVELOPMENT – PROJECT NARRATIVE

Public Noticing

The City of Glenwood Springs requires that the construction of five (5) or more units to notify public of the development. Public noticing is required as part of this project. Public noticing letter and mailing lists are included.

Site Plan

The design team includes Ben West and Roger Giard, the property owners/developers, Leah Mayer representing LKSM Design (Project Architect), Chris Hale representing Mountain Cross Engineering (Project Civil Engineer), Julie Hoffner (the project landscape architect) and HP Kumar (the project Geotech). The team has developed a Site Plan that follows the City of Glenwood Springs Municipal Code and housing goals of providing infill development with the addition of housing to increase the area's lacking supply.

The site plan depicts buildings being constructed within the building setback limits. The project will involve the demolition of two (2) existing residences, utility infrastructure construction and vertical construction of eleven (11) new single-family townhome dwellings and the required parking and circulation.

Circulation and Parking

Circulation will involve installation of a 5' sidewalk along Overlin Drive.

Currently, the residents park throughout the undeveloped area onsite. Future parking has been identified and will be in alignment with COGS parking requirements. There will be a total of 20 parking spaces in the final configuration including 5 garages and 15 surface parking spaces.

Grading & Drainage

The site grading plan is included with this package.

Utilities

Existing utilities onsite include water, sewer, gas, electric, and telephone.

Conceptual Architectural Plans

Architectural plans are attached showing floorplans and elevations and have been designed according to City of Glenwood Springs Municipal Code section 070.040.080 – Residential Design Standards. The development includes the required amount of storage per the COGS design standards. Elevations do not exceed the maximum height to midpoint for the zone district. Each side of the buildings will have at least a minimum of five architectural features as listed in Section

ROGER GIARD and BEN WEST
619 AND 623 OVERLINDRIVE DEVELOPMENT – PROJECT NARRATIVE

070.040.080(e)(5). Garage designs and the attached buildings meet the requirements of Section 070.040.080(e)(9)(b)(2).

Preliminary Landscape Plan and Common Open Space

Residential High Density (RH) Zone District requires 20% of the lot to be landscaped for a total of at least 5,123 square feet of landscaped area and 20% of the developed area of the lot to be preserved for Common Open Space of at least 4,800 square feet. The proposed landscaped area is approximately 5,000 square feet and proposed open space is approximately 5,000 square feet.

On the parcel, there will be landscaped areas around the new and existing buildings in addition to a common open in accordance with 070.040.040(c)(4). Refer to the landscape plans for plant counts and locations. The project will comply with requirements of the public art fee, with the location of art or funds allocated to be determined at a later date. The limits of disturbance will be shown on landscaping and site plans.

Lighting Plan

Lighting and photometric plan is included in this submittal

Engineering Reports

Traffic Impact Analysis

Traffic impact analysis is included in this submittal.

Soils and Geotechnical Report

The Geotechnical Engineering Investigation Report, prepared by HP Geotech on August 15, 2024, notes that subsurface conditions found in exploratory pits consisted of about 1 to 2 feet of topsoil, then consisted of interlaid very sandy silt and clay, and very silty sand underlain at depths from about 7 to 11.5 feet by a relatively dense, slightly silty sandy gravel and cobbles with boulders that extended down to the maximum depth drilled of 13 feet. No groundwater was encountered in the borings and subsoils were moist to slightly moist. HP Geotech recommends constructing the buildings on spread footings placed on a minimum of 3 feet of properly placed and compacted structural fill with allowable bearing pressure of 1,500 psf. The structural engineer will work with HP Geotech to determine best design standards for given the subsurface conditions.

Drainage Letter

ROGER GIARD and BEN WEST
619 AND 623 OVERLINDRIVE DEVELOPMENT – PROJECT NARRATIVE

Preliminary Drainage Study is included in this submittal.

Zoning

The zoning of the parcel is RH – Residential High Density.

Survey

An ISP and topographic survey was recently completed by Drake Consulting in the spring of 2024. Integration with COGS Engineering comments is ongoing to ensure datum are properly coordinated with different available data.

Allowed Density

RH Zone district permits a lot area of 2,250 square feet per unit with landscaped area of 20% and associated parking requirements. This project is working with the municipal code to ensure compliance.

SITE DEVELOPMENT SPECIFICS

The building architecture and general site design utilize the available area within the lot to promote infill development to meet the area's growing housing demand.

Construction Summary

The proposed project will include civil infrastructure improvements including a new water, sewer, and electrical services from Overlin Drive to the new dwellings. After civil infrastructure improvements/upgrades, the project will construct additional housing units.

Vertical Construction

The eleven (11) new residences will all be similar in size with 2 bedrooms, 1.5 bathrooms and approximately 1,024 square feet. Six (6) of the residences will have the main level living area and be ADA accessible while the other five (5) will have tuck under single car garage parking on the first floor. The total residential square footage will be approximately 11,264 square feet of habitable spaces.

Retaining Walls

Due to a relatively flat topography, there will be no site retaining walls associated with the project.

ROGER GIARD and BEN WEST
619 AND 623 OVERLINDRIVE DEVELOPMENT – PROJECT NARRATIVE

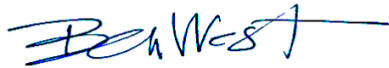
Trash

A trash enclosure will be constructed for the new residences in the northeast corner.

CONCLUSION

We appreciate your assistance working on this project. Please review the application material, and if there are any questions, concerns, or additional information needed, please do not hesitate to contact me directly at 970-773-1313 or benwestrealtor@gmail.com.

Sincerely,

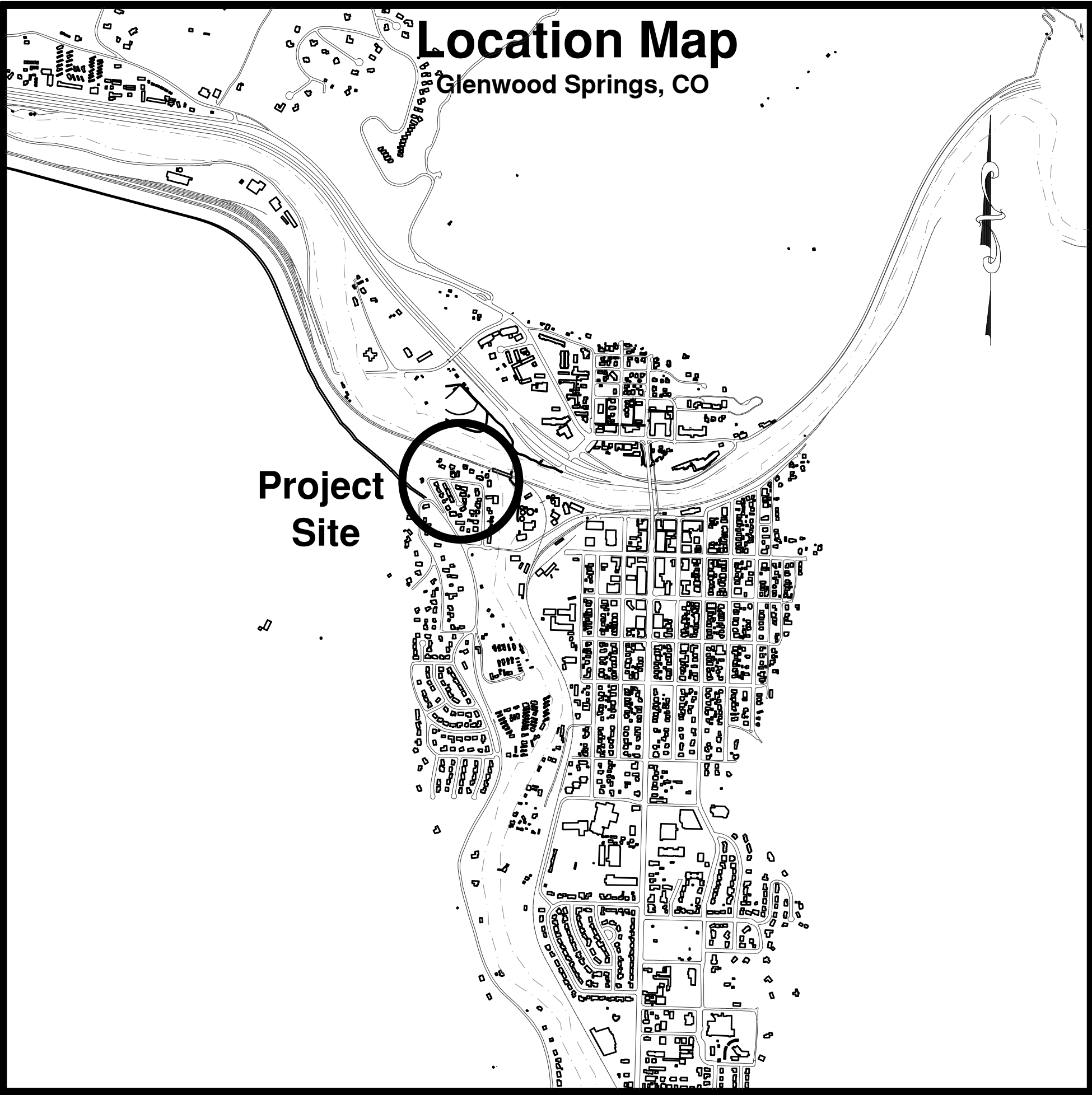
A handwritten signature in blue ink that reads "Ben West". The signature is stylized with a long horizontal line extending from the end of the name.

Ben West
Property Owner and Project Director
Benwestrealtor@gmail.com
970.773.1313

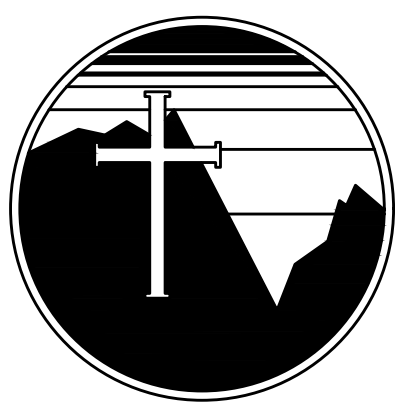
619 Overlin Drive Townhouses



Know what's below.
Call before you dig.



PREPARED BY:



MOUNTAIN CROSS ENGINEERING, INC.
Civil and Environmental Consulting and Design
826 1/2 Grand Avenue Glenwood Springs, CO 81601
ph 970.945.5544 fx 970.945.5558 www.mountaincross-eng.com

SURVEYED BY:

DRAKE CONSULTING, INC.
PO BOX 709, RIFLE, CO, 81650
TRAVIS KAISER, PLS

LEGEND & ABBREVIATIONS

●	FOUND PROPERTY CORNER AS DESCRIBED	APPROX	APPROXIMATE
⊕	ELEVATION SPOT	ARCH	ARCHITECT
○ DS	DOWN SPOUT	BLDG	BUILDING
⊗	STORM SEWER MANHOLE	BM	BENCHMARK
⊠	CATCH BASIN	BW	BOTTOM OF WALL
□	CURB INLET	CF	CUBIC FEET
⊙	SANITARY CLEAN-OUT	CIP	CAST IN PLACE
⊗	SANITARY MANHOLE	CJ	CONTROL JOINT
⊙	DRY WELL	CL	CONTROL LINE
—	STREET SIGN	CLR	CLEAR
⚡	FIRE HYDRANT	C/O	CLEAN-OUT
⚡	WATER SHUTOFF	CONC	CONCRETE
⚡	WATER VALVE	CY	CUBIC YARD
⊗	WATER MANHOLE	DEG	DEGREES
●	WELL	DEMO	DEMOLISH
⊗	WATER METER	DIA	DIAMETER
⊗	IRRIGATION VALVE BOX	DIM	DIMENSION
□	CATV PEDESTAL	DS	DOWN SPOUT
⊗	TELEPHONE PEDESTAL	DWG	DRAWING
⊗	TELEPHONE VAULT	ELEV	ELEVATION
⊗	TELEPHONE MANHOLE	ENG	ENGINEER
⊗	ELECTRIC MANHOLE	EOP	EDGE OF PAVEMENT
⊗	UTILITY POLE/POWER POLE	EW	EACH WAY
⊗	GUY ANCHOR	EXIST	EXISTING
⊗	ELECTRICAL TRANSFORMER	FG	FINISHED GRADE
⊗	ELECTRICAL VAULT	FL	FLOW LINE
⊗	ELECTRIC PEDESTAL	GAL	GALLON
☆	LIGHT POLE	GALV	GALVANIZED
▶	LANDSCAPE LIGHT	GB	GRADE BREAK
⊗	ELECTRICAL METER	HORIZ	HORIZONTAL
⊗	ELECTRIC MARKER	HT	HEIGHT
⊗	ELECTRICAL OUTLET	ID	INSIDE DIAMETER
⊗	GAS VALVE	INV	INVERT
⊗	GAS METER	IRR	IRRIGATION
⊗	GAS MARKER	JOINT	JOINT
—	WATER LINE	JT	JOINT
—	SEWER LINE	MAX	MAXIMUM
—	TELEPHONE LINE	MECH	MECHANICAL
—	FIBER OPTIC LINE	MIN	MINIMUM
—	GAS LINE	OD	OUTSIDE DIAMETER
—	UNDERGROUND ELECTRIC LINE	PC	POINT OF CURVATURE
—	OVERHEAD ELECTRIC LINE	PERF	PERFORATED
—	CATV LINE	PI	POINT OF INTERSECTION
—	SILT FENCE LINE	PL	PROPERTY LINE
—	FENCE LINE	PSF	POUNDS PER SQUARE FOOT
⊗	DECIDUOUS TREE	PSI	POUNDS PER SQUARE INCH
⊗	CONIFEROUS TREE	PT	POINT OF TANGENCY
⊗	BUSH	R	RADIUS
⊗	DECIDUOUS TREE	REIN'	REINFORCED
		REQ'D	REQUIRED
		REV	REVISION
		ROW	RIGHT-OF-WAY
		SCH	SCHEDULE
		SD	STORM DRAIN
		SEC	SECTION
		SPECS	SPECIFICATIONS
		STA	STATION
		STD	STANDARD
		STRUCT	STRUCTURAL
		TBC	TOP BACK OF CURB
		TF	TOP OF FOOTING
		TOPO	TOPOGRAPHY
		TYP	TYPICAL
		VERT	VERTICAL
		VOL	VOLUME
		W	WITH
		W/O	WITHOUT

GENERAL NOTES

1. Contractor responsible to coordinate locating all utilities, potholing if necessary. Call 811 72 hours prior to digging. Contractor responsible for any and all damage to utility lines.
2. Contractor responsible to obtain all necessary permits and/or approvals prior to beginning construction.
3. Contractor to coordinate with geotechnical engineer for recommendations concerning trench stability, safety, and shoring.
4. Maintain 18" separation between any utilities that may need to be crossed. If 18" can not be maintained notify engineer for alternatives.
5. The contractor shall verify all dimensions, elevations and site conditions before starting work and notify the architect and engineer immediately of any discrepancies.
6. All omissions and conflicts between the various elements of the working drawings and/or specifications shall be brought to the attention of the architect and engineer before proceeding with work.
7. The contractor shall review completely the soils report and follow all recommendations therein. Design assumes that all recommendations in the soils report will be implemented.
8. Finished excavation shall be neat and true to line with all loose material and standing water removed from excavations.

UTILITY CONTACTS:

PUBLIC WORKS: CITY OF GLENWOOD SPRINGS
MATT LANGHORST #970.384.6438

SEWER: CITY OF GLENWOOD SPRINGS
HORACIO DIAZ #970.379.1974

WATER: CITY OF GLENWOOD SPRINGS
JEREMY EVERDING #970.319.9821

PHONE/INTERNET: LUMEN
JASON SHARPE #970.328.8290

FIBER: CITY BROADBAND
MIKE GARDNER #970.384.4807

CABLE TV/INTERNET: COMCAST
KODY DAVIS #970.618.0483

GAS: BLACK HILLS ENERGY
RYAN POGUE #719.208.3577

POWER: CITY OF GLENWOOD SPRINGS
DOUG HAZZARD #970.384.6353

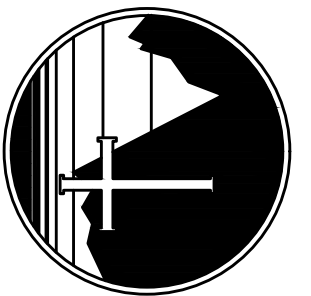
DRAWING LIST:

- C1 Cover Sheet
- C2 Existing Conditions & Demolition Plan
- C3 Utility Connections
- C4 Grading & Drainage
- C5 Driveway Profile
- C6 Details
- C7 Details

619 OVERLIN DRIVE					
LOT SIZE INFORMATION	ACRES	SQUARE FEET	LOT COVERAGE	MAXIMUM	PROPOSED (SQ.FT & %)
	0.59	25,613 sf		12,806 SF / 50.0%	X,XXX SF / XX% **
LIMITS OF DISTURBANCE	EXISTING (SQ.FT & %)	PROPOSED (SQ.FT & %)	AVERAGE SLOPE WITHIN LIMITS OF DISTURBANCE	PERCENTAGE %	4.00%
	n/a	+/- 25,000 (97%) *			
OFF-STREET PARKING SPACES	EXISTING # VEHICLE SPACES	PROPOSED # VEHICLE SPACES	BICYCLE PARKING	EXISTING # SPACES	PROPOSED # SPACES
	UNKNOWN	20 ***		UNKNOWN	3
RESIDENTIAL UNITS	# EXISTING UNITS	# PROPOSED UNITS (total)	NON-RESIDENTIAL USES	TYPE OF USE(S)	GROSS FLOOR AREA (SQ.FT.)
	2 (DEMO)	11		NONE	N/A
OPEN SPACE	ACRES	SQUARE FEET	TOTAL LANDSCAPED AREA	EXISTING (SQ.FT & %)	PROPOSED (SQ.FT & %)
	+/- 0.59	+/- 5,000 SF *****		+/- 20,480 SF	5,000 SF / 20% *****
BUILDING HEIGHT	EXISTING	PROPOSED	TOTAL IMPERVIOUS AREA	EXISTING (SQ.FT & %)	PROPOSED (SQ.FT & %)
	+/- 25'-0"	+/- 32'-4"		2,598 SF / 10%	16,550 SF - 64.6%
SNOW STORAGE	REQUIRED (SQ. FT.)	PROPOSED (SQ. FT.)	OTHER		
	N/A	+/- 1,350 SF			

* INCLUDES DISTURBANCE ON SITE ONLY
** MAX. 50%
*** 1.5 SPACES/RES. (11) + 1 GUEST SPACE/5 D.U
***** 20% OF DEVELOPMENT AREA = 5,000 SF MIN.
***** 20% OF DEV. AREA

MOUNTAIN CROSS ENGINEERING, INC.
Civil and Environmental Consulting and Design
826 1/2 Grand Avenue Glenwood Springs, CO 81601
ph 970.945.5544 fx 970.945.5558 www.mountaincross-eng.com



619 Overlin Drive
Cover Sheet
Glenwood Springs, CO

PRELIMINARY
NOT FOR CONSTRUCTION

DATE 10/22/24
BY C. HALE
DWG 619OverlinDesign
JOB 591-001
Date Revision
A 10/22/24 For P&Z

Cover

C1

NOTES:
1. CONTRACTOR RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND/OR APPROVALS PRIOR TO BEGINNING CONSTRUCTION.
2. TRAFFIC CONTROL TO BE PER MUTCD AND APPLICABLE SPECIFICATIONS.
3. CONTRACTOR RESPONSIBLE TO COORDINATE LOCATING ALL UTILITIES, POTHOLES IF NECESSARY. CONTRACTOR RESPONSIBLE FOR ANY AND ALL DAMAGE TO UTILITY LINES.
4. CONTRACTOR TO COORDINATE WITH GEOTECHNICAL ENGINEER FOR RECOMMENDATIONS CONCERNING TRENCH STABILITY, SAFETY, AND SHORING.
5. CONTRACTOR TO COORDINATE WITH OWNER FOR SALVAGE AND RECYCLING OF MATERIALS DURING DEMOLITION OF RESIDENCE.

ABANDON EXISTING WATER SERVICE BY TURNING OFF CORPORATION STOP AND CUTTING OLD SERVICE ABOVE THE COMPRESSION FITTING NUT. COORDINATE WITH GLENWOOD SPRINGS, JEREMY EVERDING, #970.319.9821, TWO WEEKS PRIOR TO BEGINNING CONSTRUCTION. COORDINATE WITH WATER DEPARTMENT FOR INSPECTION PRIOR TO BACKFILLING.

ABANDON EXISTING SEWER LATERAL PER SPECIFICATIONS OF GLENWOOD SPRINGS. CONTRACTOR TO POTHOLE AND VERIFY LOCATION PRIOR TO BEGINNING CONSTRUCTION. NOTIFY ENGINEER FOR DESIGN ALTERNATIVES IF NECESSARY. COORDINATE WITH HORACIO DIAZ, #970.379.1974, TWO WEEKS PRIOR TO COORDINATE INSPECTION PRIOR TO BACKFILLING.

CONTRACTOR TO PRESERVE AND PROTECT EXISTING UTILITY LINES. POTHOLES, POTENTIAL UTILITY CONFLICTS PRIOR TO CONSTRUCTION TO VERIFY DEPTH AND CONFLICTS WITH PROPOSED IMPROVEMENTS. CONTACT ENGINEER FOR DESIGN ALTERNATIVES IF NECESSARY.

ABANDON EXISTING SEWER LATERAL PER SPECIFICATIONS OF GLENWOOD SPRINGS. LOCATION UNKNOWN. CONTRACTOR TO POTHOLE AND VERIFY LOCATION PRIOR TO BEGINNING CONSTRUCTION. NOTIFY ENGINEER FOR DESIGN ALTERNATIVES IF NECESSARY. COORDINATE WITH HORACIO DIAZ, #970.379.1974, TWO WEEKS PRIOR TO COORDINATE INSPECTION PRIOR TO BACKFILLING.

ABANDON EXISTING WATER SERVICE BY TURNING OFF CORPORATION STOP AND CUTTING OLD SERVICE ABOVE THE COMPRESSION FITTING NUT. COORDINATE WITH GLENWOOD SPRINGS, JEREMY EVERDING, #970.319.9821, TWO WEEKS PRIOR TO BEGINNING CONSTRUCTION. COORDINATE WITH WATER DEPARTMENT FOR INSPECTION PRIOR TO BACKFILLING.

SEWER MANHOLE
RIM ELEV = 5735.80'
INV IN WEST ELEV = 5730.70'
INV OUT EAST ELEV = 5730.56'
ALL 8" PIPES

OVERLIN DRIVE
47' HIGH OF WAY
PER REC. NO. 270879
SEE SURVEYOR NOTE

OLD SEWER LOCATES

SET NO. 5 REBAR & 1.25" YELLOW PLASTIC CAP
L.S. NO. 38294
TOP NUT
ELEV = 5734.0'

FOUND NO. 5 REBAR
HELD CORNER FOR
EASTERLY BOUNDARY
S2° 17' 22" W
1.01'

APPARENT SHARED GRAVE DRIVE

SET NO. 5 REBAR & 1.25" ORANGE PLASTIC CAP
L.S. NO. 38294
30' WITNESS CORNER

623 OVERLIN DRIVE

GRASS CONC. PATIO
LOWER SECOND LEVEL WOOD DECK
STAIRS

MULTI LEVEL WOOD FRAME

619 OVERLIN DRIVE

PARCEL B
0.262 AC.+-

ADJOINER HOUSE

PARCEL A
0.326 AC.+-

MULTI LEVEL WOOD FRAME

COVERED ENTRANCE

CONC. SIDEWALK

CHIMNEY

DEMOLISH CONCRETE WALK

DEMOLISH SHED

SET NO. 5 REBAR & 1.25" ORANGE PLASTIC CAP
L.S. NO. 38294
25' WITNESS CORNER

SET NO. 5 REBAR & 1.25" ORANGE PLASTIC CAP
L.S. NO. 38294
1' WITNESS CORNER

CHAIN LINK FENCE ON RETAINING WALL

AS DESCRIBED
REC. NO. 247775

FOUND NO. 5 REBAR & 1.5" ALUMN. CAP
L.S. NO. 15710
AS DESCRIBED IN
REC. NO. 320823

REMOVE ALL SITE TREES AND VEGETATION

REMOVE ALL TRASH AND DEBRIS

RAILROAD RIGHT-OF-WAY

CONTRACTOR TO PRESERVE AND PROTECT EXISTING FENCE

CONTRACTOR TO PRESERVE AND PROTECT EXISTING FENCE AND RETAINING WALL

REMOVE ALL SITE TREES AND VEGETATION

REMOVE AND STOCKPILE TOPSOIL

DEMOLISH ANY EXISTING IRRIGATION SYSTEM

REMOVE ALL SITE TREES AND VEGETATION

DEMOLISH ANY EXISTING IRRIGATION SYSTEM

REMOVE AND STOCKPILE TOPSOIL

DEMOLISH RESIDENCE AND ASSOCIATED STAIRS, DECKS, COVERED ENTRANCES, ETC.

DEMOLISH EX. FENCE WEST OF PROPERTY LINE

PRESERVE AND PROTECT EX. GRAVEL DRIVEWAY EAST OF PROPERTY LINE

PRESERVE AND PROTECT EX. FENCE EAST OF PROPERTY LINE. PROVIDE FENCE POST AS MAY BE NECESSARY TO PROVIDE SUPPORT.

CONTRACTOR TO PRESERVE AND PROTECT EX. UTILITY PEDESTAL

ABANDON NATURAL GAS CONNECTION. CONTRACTOR TO CALL ALISA RIGGS @ BLACK HILLS ENERGY #1.719.208.3508 TO COORDINATE

DEMOLISH CONCRETE PATIO

Ex. Water Service

DEMOLISH RESIDENCE AND ASSOCIATED STAIRS, DECKS, COVERED ENTRANCES, ETC.

REMOVE ALL SITE TREES AND VEGETATION

DEMOLISH RESIDENCE AND ASSOCIATED STAIRS, DECKS, COVERED ENTRANCES, ETC.

CONTRACTOR TO PRESERVE AND PROTECT EX. STREET SIGN

DEMOLISH RESIDENCE AND ASSOCIATED STAIRS, DECKS, COVERED ENTRANCES, ETC.

DEMOLISH RESIDENCE AND ASSOCIATED STAIRS, DECKS, COVERED ENTRANCES, ETC.

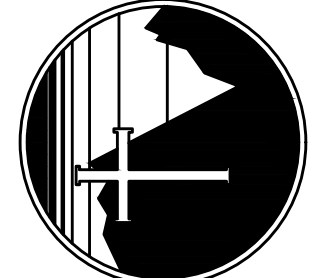
DEMOLISH RESIDENCE AND ASSOCIATED STAIRS, DECKS, COVERED ENTRANCES, ETC.

10 5 0 10
SCALE: 1" = 10'



Know what's below.
Call before you dig.

MOUNTAIN CROSS ENGINEERING, INC.
Civil and Environmental Consulting and Design
826 1/2 Grand Avenue Glenwood Springs, CO 81601
ph 970.945.5544 fx 970.945.5558 www.mountaincross-eng.com



619 Overlin Drive
Existing Conditions & Demolition Plan
Glenwood Springs, CO

PRELIMINARY
NOT FOR CONSTRUCTION

DATE	10/22/24	
BY	C. HALE	
DWG	619OverlinDesign	
JOB	591-001	
#	Date	Revision
A	10/22/24	For P&Z

Demo

C2



PRELIMINARY
NOT FOR CONSTRUCTION

Utility
C3





PRELIMINARY
NOT FOR CONSTRUCTION

BY C. HALE

JOB	591-001
-----	---------

A	10/22/24	For P&Z

1000

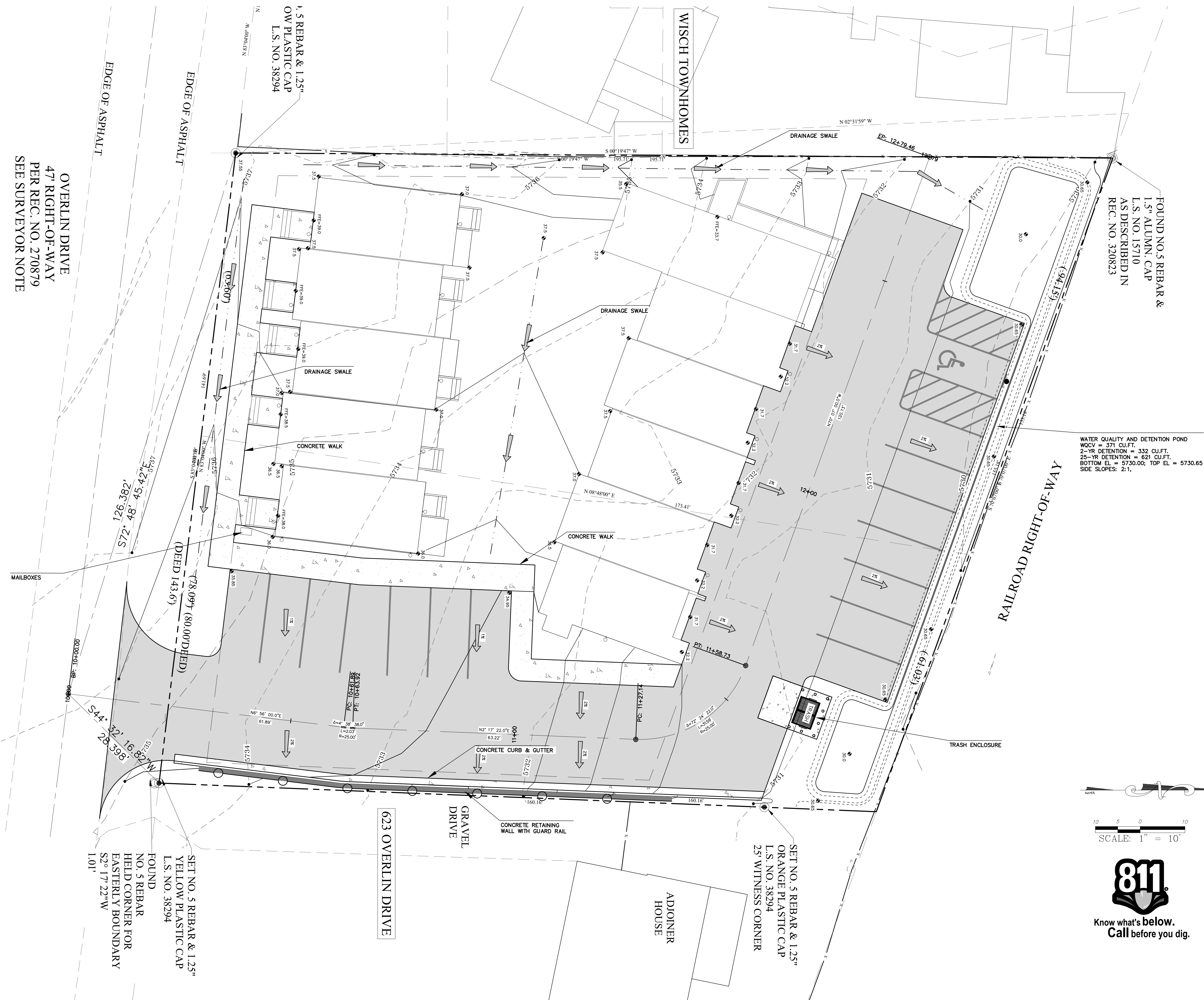
1000

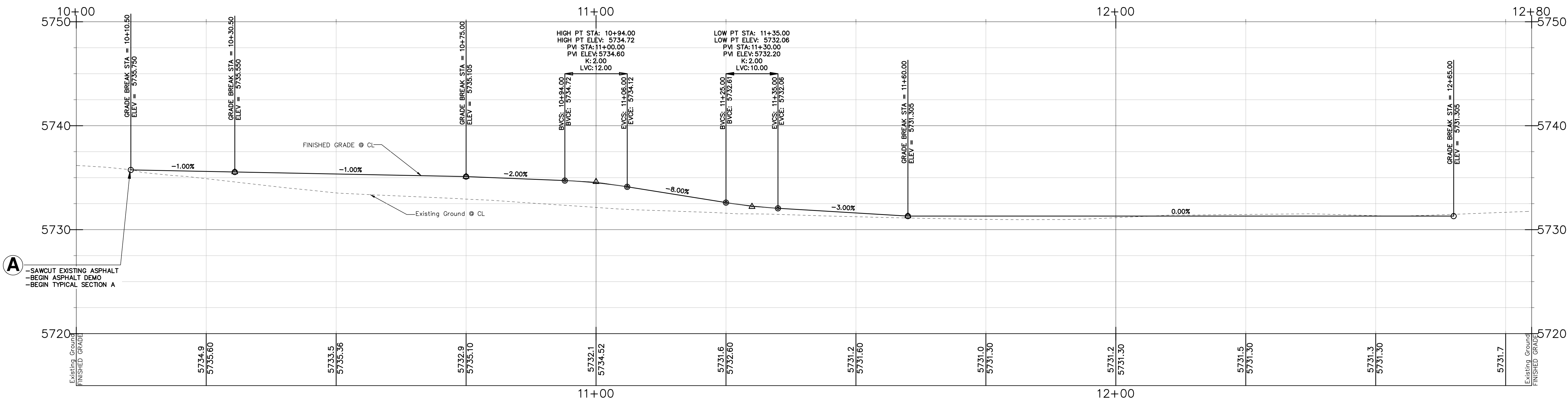
[illegible]

Grading

--	--

C4





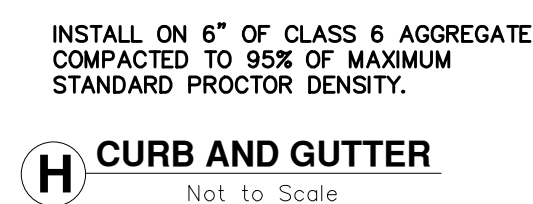
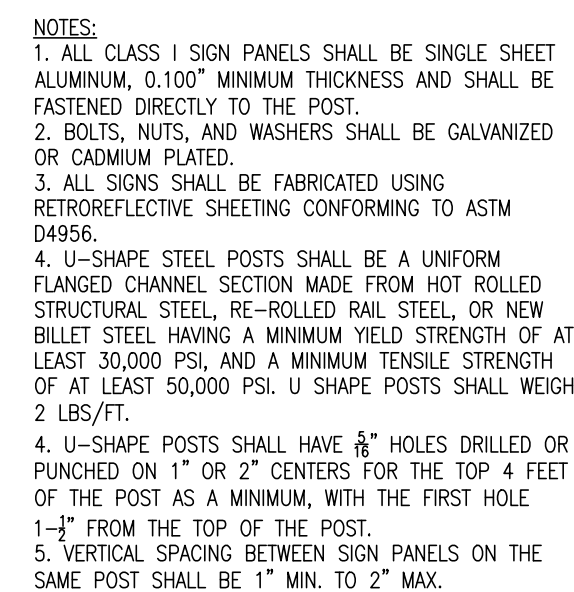
619 Overlin Drive
Driveway Profile
Glenwood Springs, CO

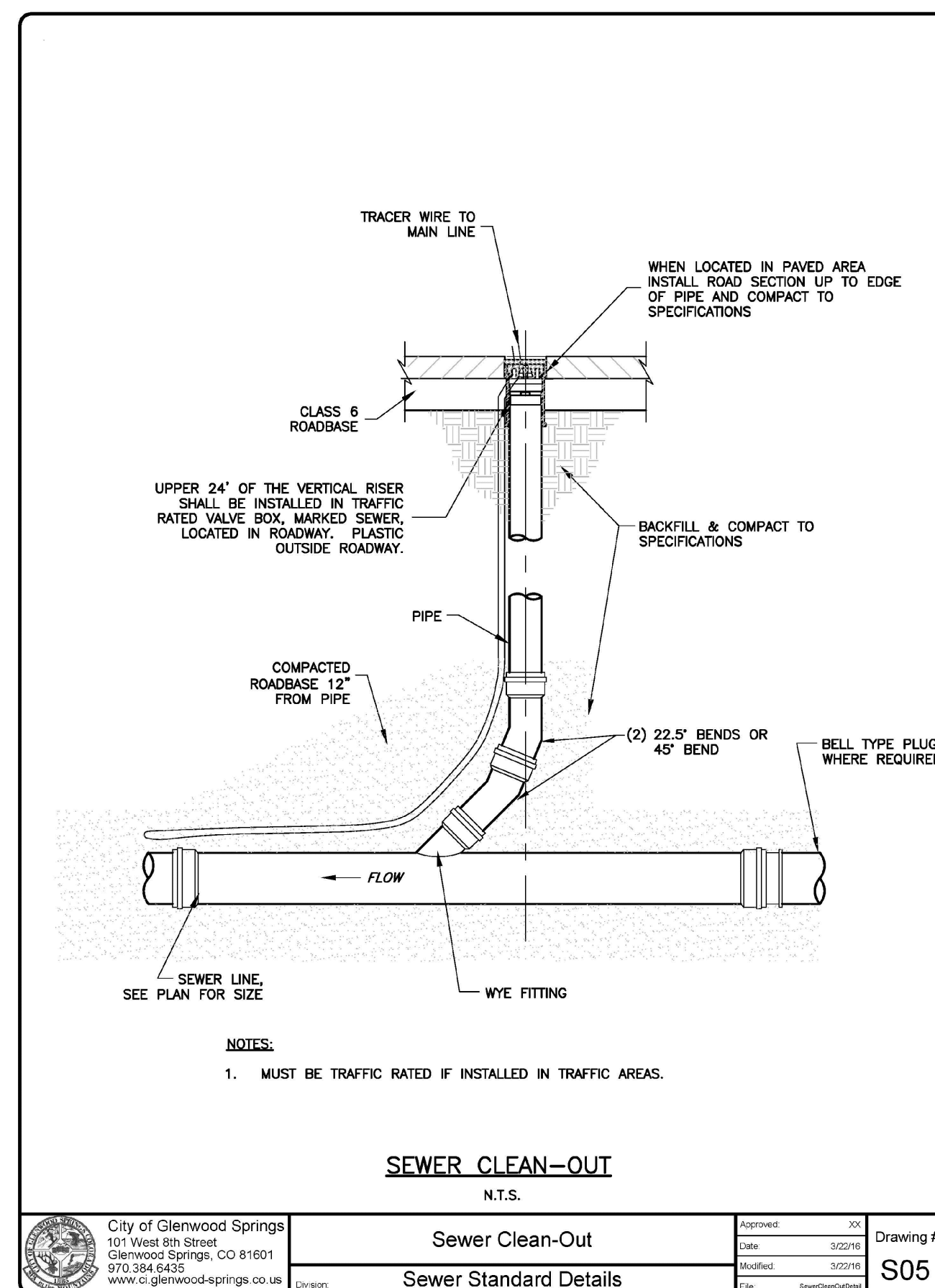
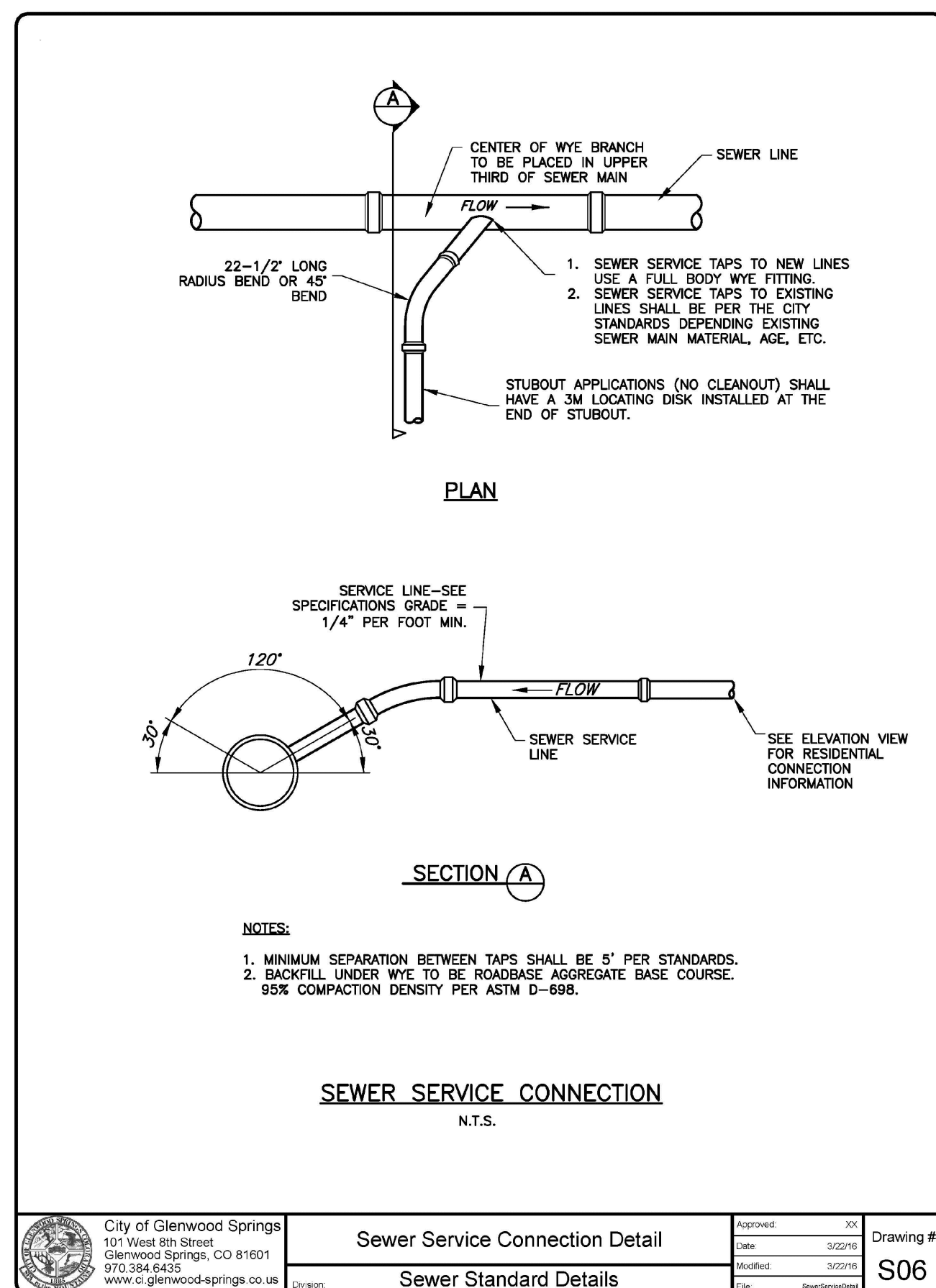
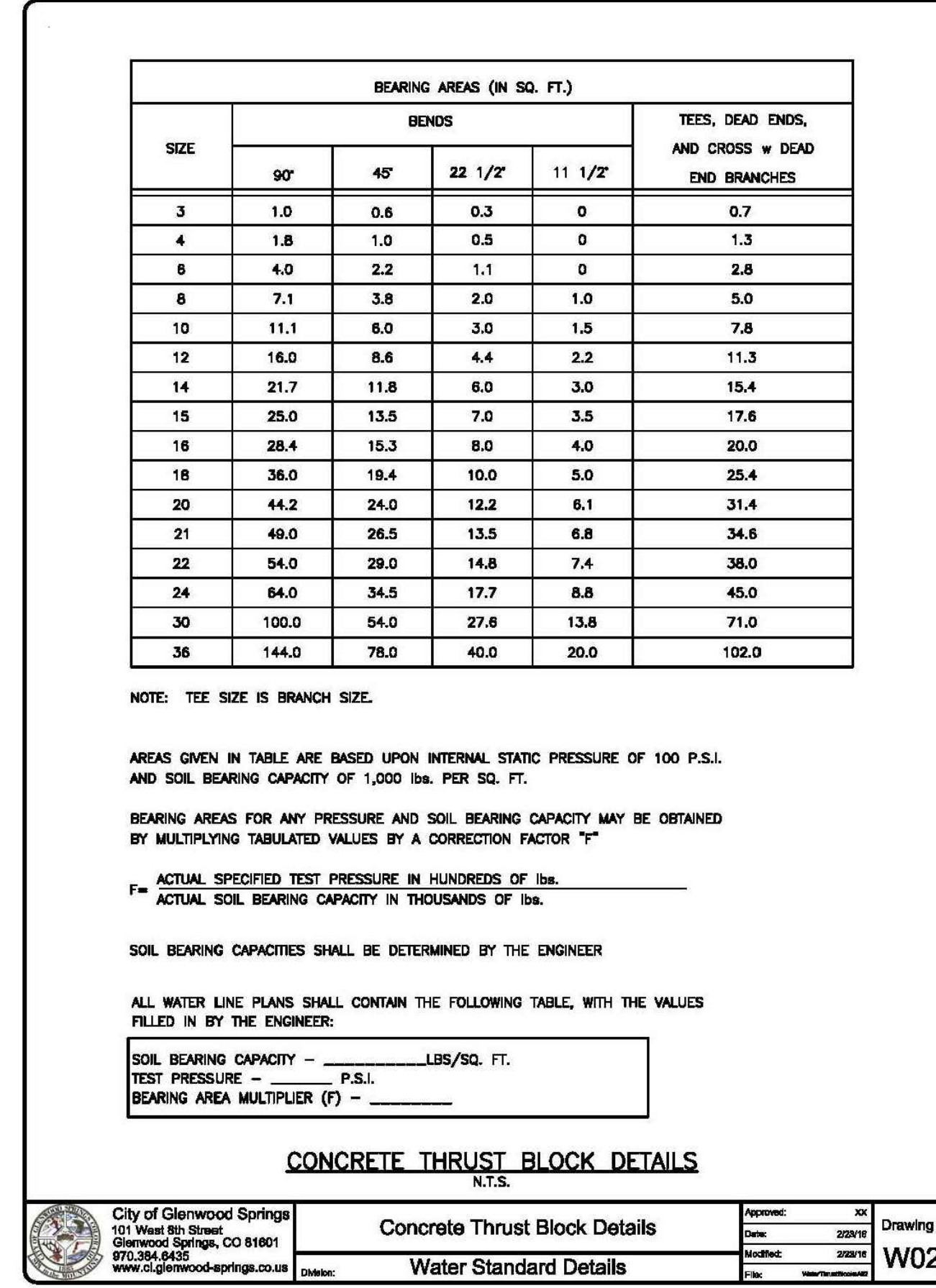
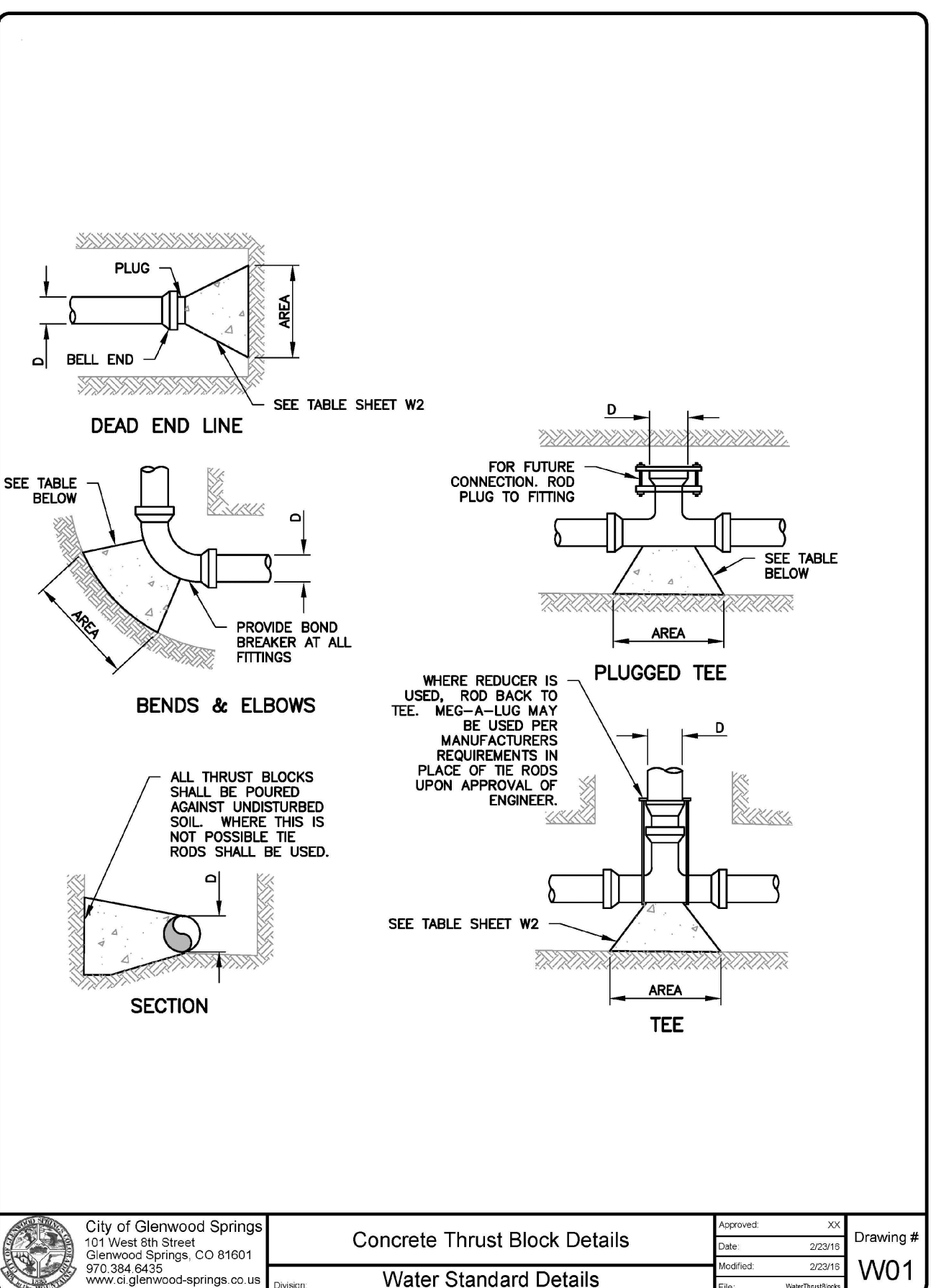
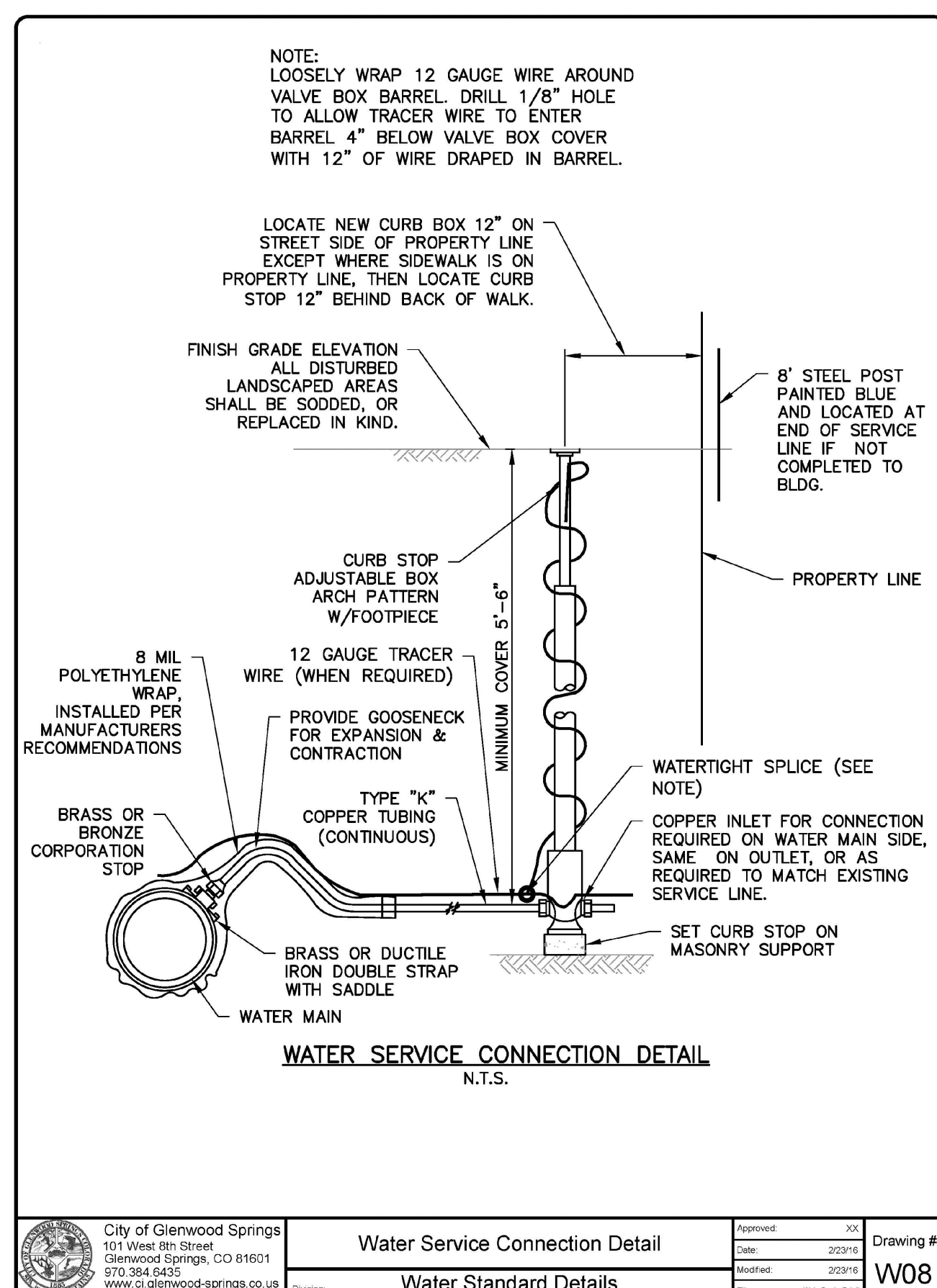
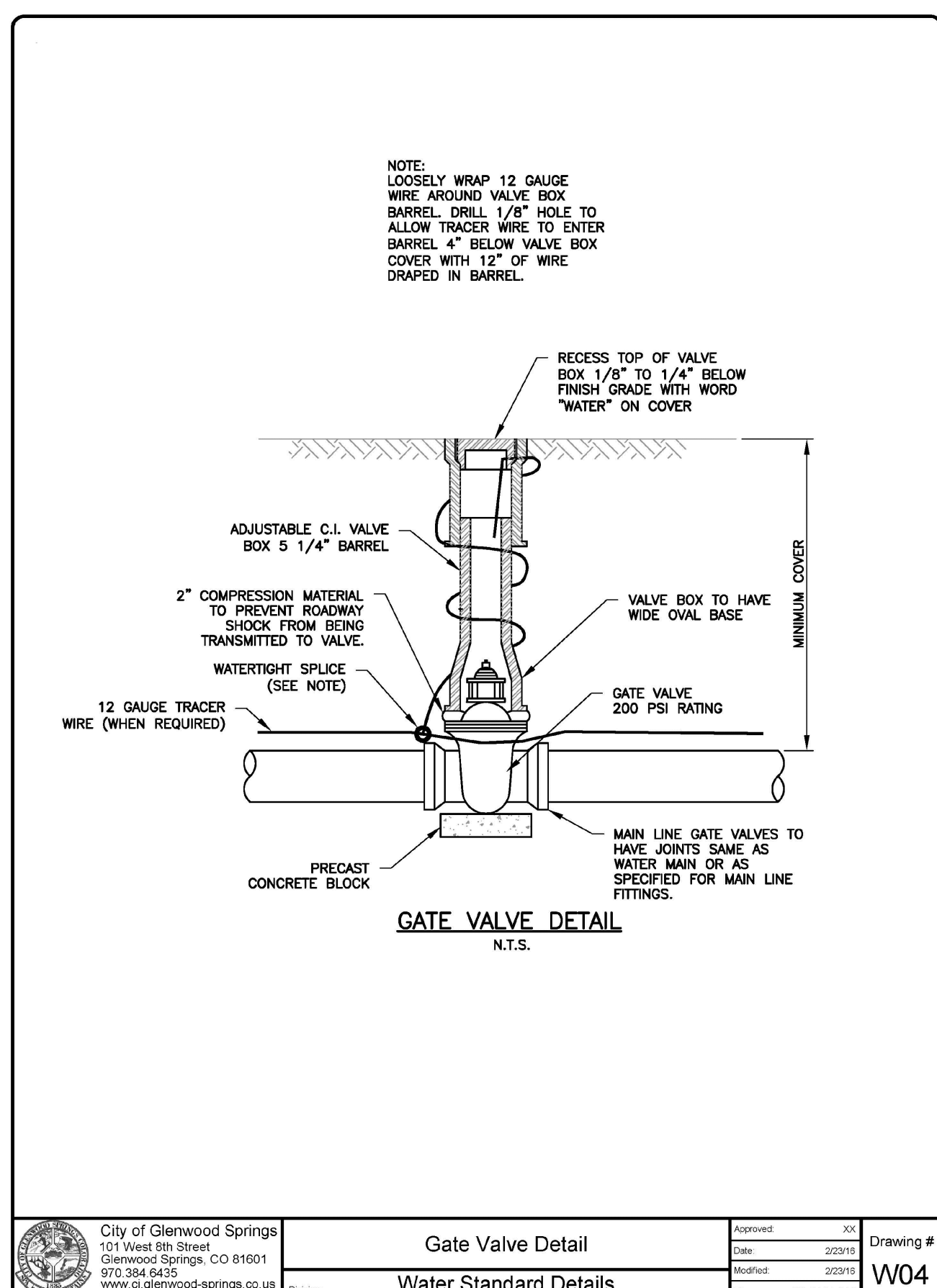
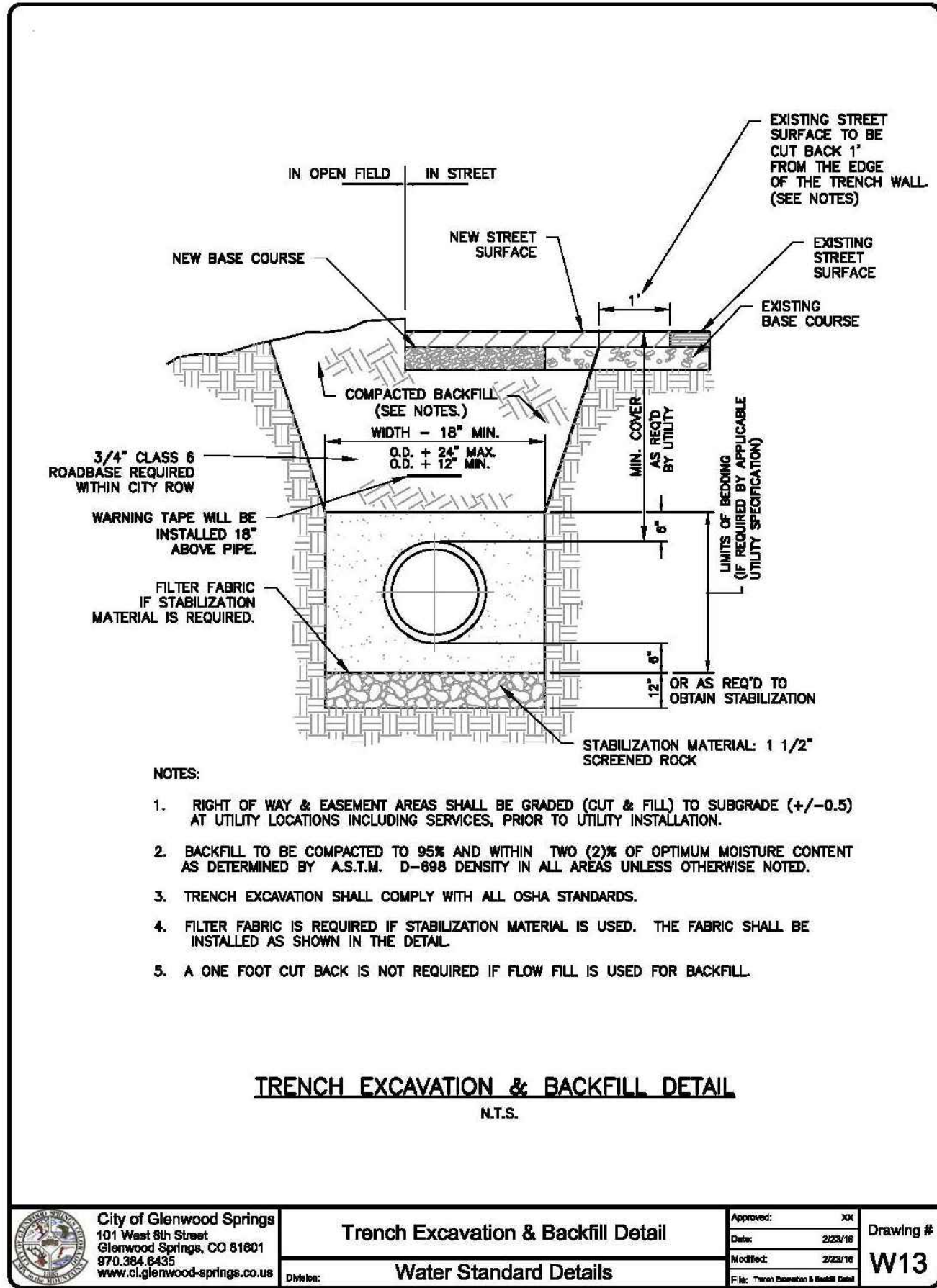
PRELIMINARY
NOT FOR CONSTRUCTION

DATE	10/22/24	
BY	C. HALE	
DWG	619OverlinDesign	
JOB	591-001	
#	Date	Revision
A	10/22/24	For P&Z

Profile

C5





RESIDENTIAL DEVELOPMENT @ 619 OVERLIN DRIVE

TRACT OF LAND IN SE¹/₄, NW¹/₄ OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH PRINCIPAL MERIDIAN

CITY OF GLENWOOD SPRINGS, CO

PRELIMINARY PLANNING APPLICATION - 10.22.24

LKSM
DESIGN

PO Box 9195
Avon, Colorado 81620
970.376.6623
lmayer@lksmdesign.com

RESIDENTIAL DEVELOPMENT
@ 619 OVERLIN DRIVE

TRACT OF LAND IN SE¹/₄, NW¹/₄ OF SECTION 9, TWP 6 SOUTH, RANGE 89 WEST OF THE 6TH PRINCIPAL MERIDIAN - GLENWOOD SPRINGS, CO

ISSUED: DATE:

SCHEMATIC SITE 9.18.24

SCHEMATIC SITE 10.2.24

SCHEMATIC DRAFT 10.10.24

SITE LIGHTING 10.14.24

PLANNING APP. 10.22.24

TITLE: COVER SHEET

A1.0

SCALE: PROJECT NO.: 24-10

PROJECT INFORMATION

ADDRESS/LOCATION: 619 OVERLIN DRIVE
GLENWOOD SPRINGS,
GARFIELD COUNTY, COLORADO

ZONING: RESIDENTIAL - HIGH DENSITY ZONE

LOT: 0.59 ACRES (±25613 SF)

CONSTRUCTION TYPE: TYPE VB

OCCUPANCY/USE: RESIDENTIAL UNITS = R2

SCOPE OF WORK: DEMO (E) STRUCTURES & UTILITIES.
PROVIDE NEW UTILITIES & SERVICES FOR 11 PROPOSED RESIDENCES ON CONCRETE FOUNDATIONS.
PROVIDE NEW SITEWORK INCLUDING ASPHALT DRIVEWAYS, CONCRETE SIDEWALKS, PLANT MATERIAL IN AREAS TO BE DISTURBED.

NEW 1,2 & 3-STORY WOOD FRAME RESIDENTIAL MODULAR BUILDINGS ON CONCRETE FOUNDATIONS W/ WATER, ELECTRIC SERVICES & FIRE SUPPRESSION SYSTEMS.

BUILDING INFORMATION

DWELLING UNITS:	
ANTERO, 2-STORY D.U. ± 1,024 SF:	5
HALEKALEA, 1-STORY D.U. ± 736 SF:	1
ANTERO, 2-STORY D.U. W/ GROUND LEVEL GARAGE ± 1,024 RES. SF ± 550 SF GAR.:	5
TOTAL D.U.:	11

DWELLING UNITS:	
UNITS 1-5 (2-STORY D.U.) 1,024 SF:	5,120 SF
UNIT 6 (1-STORY D.U.) 736 SF:	736 SF
UNITS 7-11 (2-STORY D.U. W/ GROUND LEVEL GARAGE)	

OWNER/DEVELOPER:	ARCHITECT:	CIVIL ENGINEER:	STRUCTURAL ENGINEER:	LANDSCAPE ARCHITECT:
619 OVERLIN DRIVE, LLC PO BOX 9195 GLENWOOD SPRINGS, CO 81601 970.773.1313 BENWESTREALTOR@GMAIL.COM ROGER.GIARD@GIARDHOMES.COM CONTACT: BEN WEST OR ROGER GIARD	LKSM DESIGN, PC PO BOX 9195 AVON, COLORADO 81620 970.376.6623 LMAYER@LKSMDESIGN.COM CONTACT: LEAH KS MAYER	MOUNTAIN CROSS ENGINEERING, LLC 826 1/2 GRAND AVE. GLENWOOD SPRINGS, CO 81601 970.945.5544 CHRIS@MOUNTAINCROSS-ENG.COM CONTACT: CHRIS HALE	TBD CONTACT: TBD	ELITE LAND DESIGN, LLC 525 PASEO DRIVE CARBONDALE, CO 970.963.1123 CONTACT: JULIE HOFFNER ELITELANDDESIGN@SOPRIS.NET

DRAWING LIST

A1.0 COVER SHEET
A1.1 SITE PLAN
A1.2 SITE SECTION, EXTERIOR COLORS & DETAILS
L-1.1 LANDSCAPE PLAN
A2.0 FLOOR PLANS - TYPICAL LAYOUTS
A2.1 FLOOR & ROOF PLANS - BUILDING A
A2.1 FLOOR & ROOF PLANS - BUILDING B
A3.0 BUILDING ELEVATIONS
A3.1 BUILDING ELEVATIONS
A3.2 BUILDING ELEVATIONS
A4.0 BUILDING SECTIONS
A4.1 BUILDING SECTIONS
C1 COVER SHEET
C2 EXISTING CONDITIONS @ DEMOLITION PLAN
C3 UTILITY CONNECTIONS
C4 GRADING AND DRAINAGE
C5 DRIVEWAY PROFILE
C6 DETAILS
C7 DETAILS

CONCEPTUAL MODULAR FLOOR PLANS

STREET BUILDING - 5 PLEX:
CONCEPT LAYOUT - LEVEL 1
CONCEPT LAYOUT - LEVEL 2

REAR BUILDING - 6 PLEX:
CONCEPT LAYOUT - BASEMENT
LAYOUT
CONCEPT LAYOUT - LEVEL 1
CONCEPT LAYOUT - LEVEL 2

NOTE: MODULAR FLOOR PLANS & INTERIOR LAYOUT ARE NOT PART OF THIS ARCHITECT'S SCOPE. MODULAR FABRICATOR WILL PROVIDE PLANS APPROVED BY ANOTHER JURISDICTION

619 OVERLIN DRIVE					
LOT SIZE INFORMATION	ACRES	SQUARE FEET	LOT COVERAGE	MAXIMUM	PROPOSED (SQ.FT & %)
	0.59	25,613 sf		12,806 SF / 50.0%	6,050 SF / 23% **
LIMITS OF DISTURBANCE	EXISTING (SQ.FT & %)	PROPOSED (SQ.FT & %)	AVERAGE SLOPE WITHIN LIMITS OF DISTURBANCE	PERCENTAGE %	4.0%
	n/a	+/- 25,000 (97%) *			
OFF-STREET PARKING SPACES	EXISTING # VEHICLE SPACES	PROPOSED # VEHICLE SPACES	BICYCLE PARKING	EXISTING # SPACES	PROPOSED # SPACES
	UNKNOWN	20 ***		UNKNOWN	3
RESIDENTIAL UNITS	# EXISTING UNITS	# PROPOSED UNITS (total)	NON-RESIDENTIAL USES	TYPE OF USE(S)	GROSS FLOOR AREA (SQ.FT.)
	2 (DEMO)	11		NONE	N/A
OPEN SPACE	ACRES	SQUARE FEET	TOTAL LANDSCAPED AREA	EXISTING (SQ.FT & %)	PROPOSED (SQ.FT & %)
	+/- 0.59	+/- 7,800 SF ****		+/- 20,480 SF	5,123 SF / 20% min *****
BUILDING HEIGHT	EXISTING	PROPOSED	TOTAL IMPERVIOUS AREA	EXISTING (SQ.FT & %)	PROPOSED (SQ.FT & %)
	+/- 25'-0"	+/- 32'-4"		2,598 SF / 10%	16,550 SF - 64.6%
SNOW STORAGE	REQUIRED (SQ. FT.)	PROPOSED (SQ. FT.)	OTHER		
	N/A	+/- 1,350 SF			

* INCLUDES DISTURBANCE ON SITE ONLY

** MAX. 50%

*** 1.5 SPACES/RES. (11) + 1 GUEST SPACE/5 D.U

**** 20% OF DEVELOPMENT AREA = 5,000 SF MIN.

***** 20% OF DEV. AREA

LOCATION OF PROJECT



GENERAL NOTES

- DO NOT SCALE DRAWINGS
- THE DEVELOPER WILL ACT AS THE GENERAL CONTRACTOR (G.C.) FOR THIS PROJECT AND SHALL COORDINATE ALL WORK WITH SUB-CONTRACTORS. G.C. SHALL ORDER ALL MATERIALS UNLESS OTHERWISE NOTED. ALL SUB-CONTRACTORS SHALL VERIFY ALL DIMENSIONS & EXISTING CONDITIONS ON THE JOB SITE PRIOR TO BEGINNING ANY WORK OR ORDERING ANY MATERIALS. NOTIFY OWNER OR ARCHITECT OF ANY CONFLICTS OR DISCREPANCIES IN THE DOCUMENTS IMMEDIATELY.
- G.C. SHALL COORDINATE WITH RESIDENTIAL PRE-MANUFACTURED HOME FABRICATOR (MODULAR) TO PROVIDE ADEQUATE FOUNDATIONS FOR MODULAR UNITS.
- PROVIDE PERIMETER DRAIN AT FOUNDATIONS PER SOILS ENGINEER.
- PLAN DIMENSIONS ARE TO FACE OF STUD OR FACE OF CONCRETE UNLESS OTHERWISE NOTED.
- ALL EXTERIOR WALLS SHALL BE 2X6 WOOD STUDS @ 16" O.C. (MAX.) UNLESS OTHERWISE NOTED. ALL INTERIOR WALLS SHALL BE 2X4 WOOD STUDS @ 16" O.C. WITH ONE LAYER OF 5/8" GYP. BD. ON EACH SIDE UNLESS OTHERWISE INDICATED. CEMENTITIOUS BACKER BOARD SHALL BE USED IN ALL WET AREAS. PROVIDE HORIZONTAL BRACING AS PER MANUFACTURER'S RECOMMENDATIONS ON VERTICAL SPANS OVER 8'-0"
- EXTERIOR WALLS ARE NOT REQUIRED TO BE FIRE-RATED UNLESS WITHIN 3 FEET POF PROPERTY LINE. (@ SPRINKLERED BUILDINGS)
- PROVIDE INSULATION & U-VALUE REQUIREMENTS PER BUILDING & ENERGY CODE NOTES.
- COLD ATTIC WILL BE CONSTRUCTED W/ INSULATION ABOVE THE TOP FLOOR CEILING, TYP. ATTIC VENTILATION MUST BE PROVIDED PER BUILDING CODE NOTES.
- ALL ELECTRICAL AND MECHANICAL WORK SHALL BE PERFORMED BY A LICENSED CONTRACTOR PER A DESIGN-BUILD CONTRACT & COORDINATED BY THE G.C.
- THE G.C. SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND REQUIRED APPROVALS. THIS PROJECT IS GOVERNED BY THE 2021 INTERNATIONAL RESIDENTIAL CODE. CODE COMPLIANCE AS ADOPTED AND AMENDED BY THE GLENWOOD SPRINGS CITY COUNCIL IS MANDATORY. THE CONSTRUCTION DOCUMENTS SHALL NOT PERMIT WORK THAT DOES NOT CONFORM TO ALL RELEVANT CODES INCLUDING ALL LOCAL AND REGIONAL CODES.
- THE CITY OF GLENWOOD SPRINGS IS THE LOCAL JURISDICTION.

ENERGY CODE NOTES

INSULATION REQUIREMENTS PER 2021 IECC TABLE R402.1.3 FOR GARFIELD COUNTY, COLORADO. PRESCRIPTIVE COMPLIANCE OPTION SHALL BE FOLLOWED.

CLIMATE ZONE: 5B

FENESTRATION: U=0.3 MAX

CEILING/ATTIC: R=60

WOOD FRAME WALL: R=30 or 20 +5ci, 13+10ci OR 0 +15ci

WOOD FRAMED FLOOR: R=30

BELOW GRADE WALL: R15ci OR 19 OR 13 +5ci

SLAB ON GRADE: (UNHEATED) OR OUTSIDE OF FOUNDATION WALL

SLAB ON GRADE: (HEATED) R5 UNDER SLAB IN ADDITION TO PERIMETER INSULATION ABOVE. PROVIDE 10-MIL VAPOR RETARDER BELOW ALL SLABS ON-GRADE.

CIVIL COORDINATION

BUILDING A/UNIT 1
CIVIL ELEVATION 5738.0' = ARCHITECTURAL 100'-0"

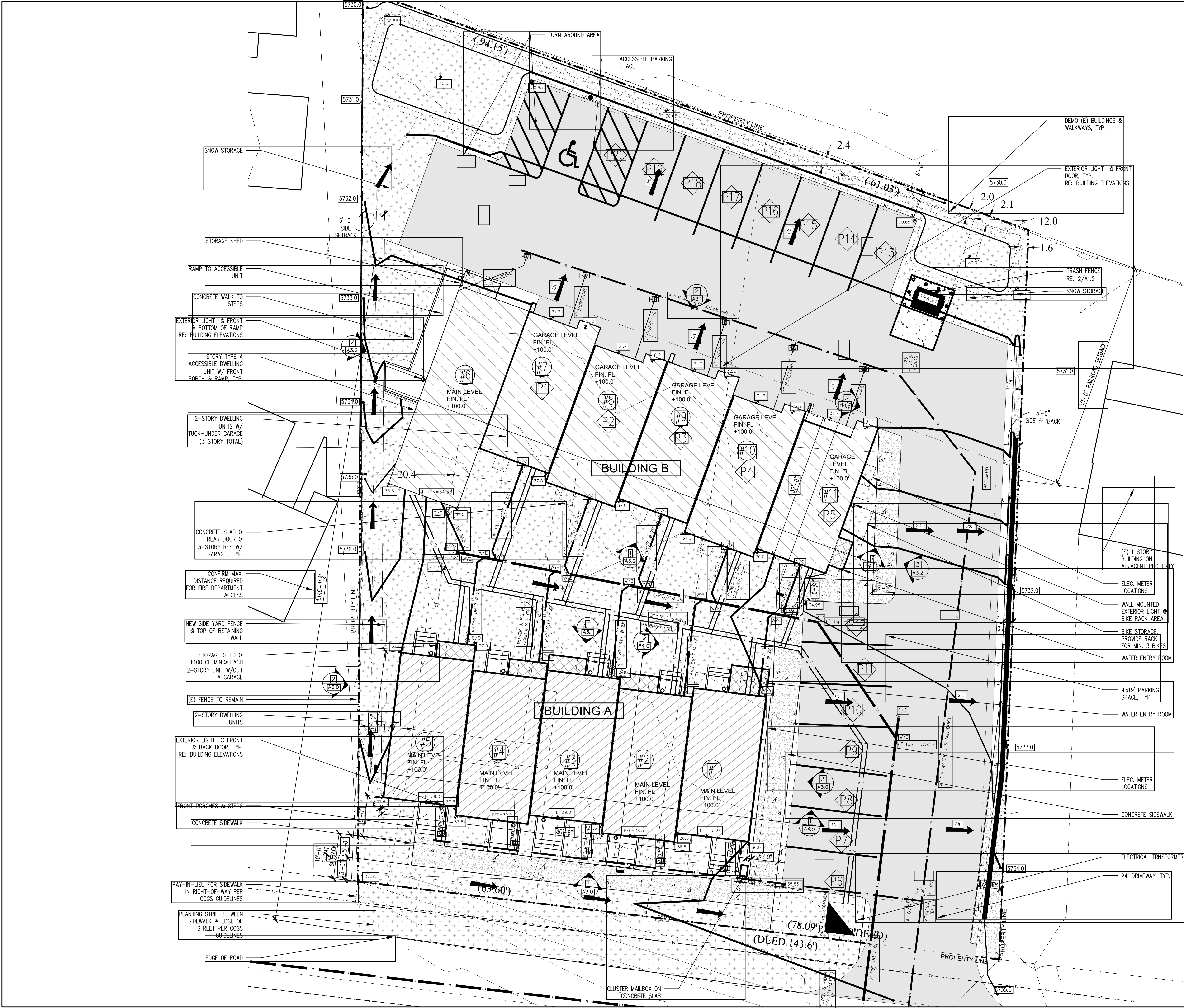
BUILDING A/UNIT 2
CIVIL ELEVATION 5738.5' = ARCHITECTURAL 100'-0"

BUILDING A/UNIT 3-5
CIVIL ELEVATION 5739.0' = ARCHITECTURAL 100'-0"

BUILDING B/UNIT 6
CIVIL ELEVATION 5731.7' = ARCHITECTURAL 100'-0"

BUILDING B/UNIT 7-11
CIVIL ELEVATION 5733.7' = ARCHITECTURAL 100'-0"





LOT SIZE:	14,200.56 SF
PARCEL A	11,412.75 SF
PARCEL B:	25,813.28 SF
MAX. LOT COVERAGE (50%):	12,806 SF
PROPOSED LOT COVERAGE:	6,050 SF
MIN. LANDSCAPE AREA (20%):	5,123 SF
PROPOSED LANDSCAPE AREA:	7,800 SF
DEVELOPMENT AREA:	± 24,000 SF
REQ. OPEN SPACE	
(20% DEV. AREA):	± 4,800 SF
PROPOSED OPEN SPACE:	± 7,800 SF

DWELLING UNITS:	
ANTERO, 2-STORY D.U.	
1,024 SF:	5
HALEKALEA, 1-STORY D.U.	
736 SF:	1
ANTERO, 2-STORY D.U.	
W/ GROUND LEVEL GARAGE	
1,024 RES. SF	
± 550 SF GAR.	5
TOTAL D.U.:	11

DWELLING UNITS:	
UNITS 1-5 (2-STORY D.U.)	
1,024 SF:	5,120 SF
UNIT 6 (1-STORY D.U.)	
736 SF:	736 SF
UNITS 7-11 (2-STORY D.U.)	
W/ GROUND LEVEL GARAGE	
1,024 SF:	5,120 SF
TOTAL GROSS RES. FLOOR AREA	10,976 SF

PARKING:	
1.5 UNITS PER D.U.	
11 X 1.5 =	16.5
+1 /5 D.U.	
3 X 1 =	3
TOTAL REQ. SPACES:	19.5
TOTAL PROPOSED SPACES:	20

STORAGE REQ'L:
(1 C.F. PER 3 S.F. OF GROSS AREA)
245 OF REQUIRED PER 1-BR UNIT
342 CF REQUIRED PER 2-BR UNIT
SEE FLOOR PLANS FOR LOCATIONS & SIZE

--- --	PROPERTY LINE
---	EASEMENT
- - - -	LINE OF ROOF OR DECK ABOVE
- - - -	LINE OF DEMOLITION
- - - -	UNDERGROUND UTILITY
.....	INTERNAL PROPERTY LINE
=====	EDGE OF PAVEMENT
[Hatched Box]	PROPOSED 2-STORY BUILDING FOOTPRINT
[Cross-hatched Box]	PROPOSED 3-STORY (W/GARAGE) BUILDING FOOTPRINT
[Stippled Box]	EXTERIOR STORAGE OR UTILITY SHED
[Solid Box]	SITE CONCRETE
[Dashed Box]	WOOD DECK OR RAMP
[Dotted Box]	OPEN SPACE/ LANDSCAPE AREA
[Diamond]	PARKING SPACE

LKSM
DESIGN

PO Box 9195
Avon, Colorado 81620
970.376.6623
lmayer@lksmdesign.com

RESIDENTIAL DEVELOPMENT
@ 619 OVERLIN DRIVE

TRACT OF LAND IN SE1/4, NW 1/4 OF SECTION 9, TWP 6 SOUTH, RANGE 89 WEST OF THE
6TH PRINCIPAL MERIDIAN - GLENWOOD SPRINGS, CO

ISSUED: SCHEMATIC SITE
SCHEMATIC SITE
SCHEMATIC DRAFT
SITE LIGHTING
PLANNING APP.

DATE: 9.18.24
10.2.24
10.10.24
10.14.24
10.22.24

1
A1.1

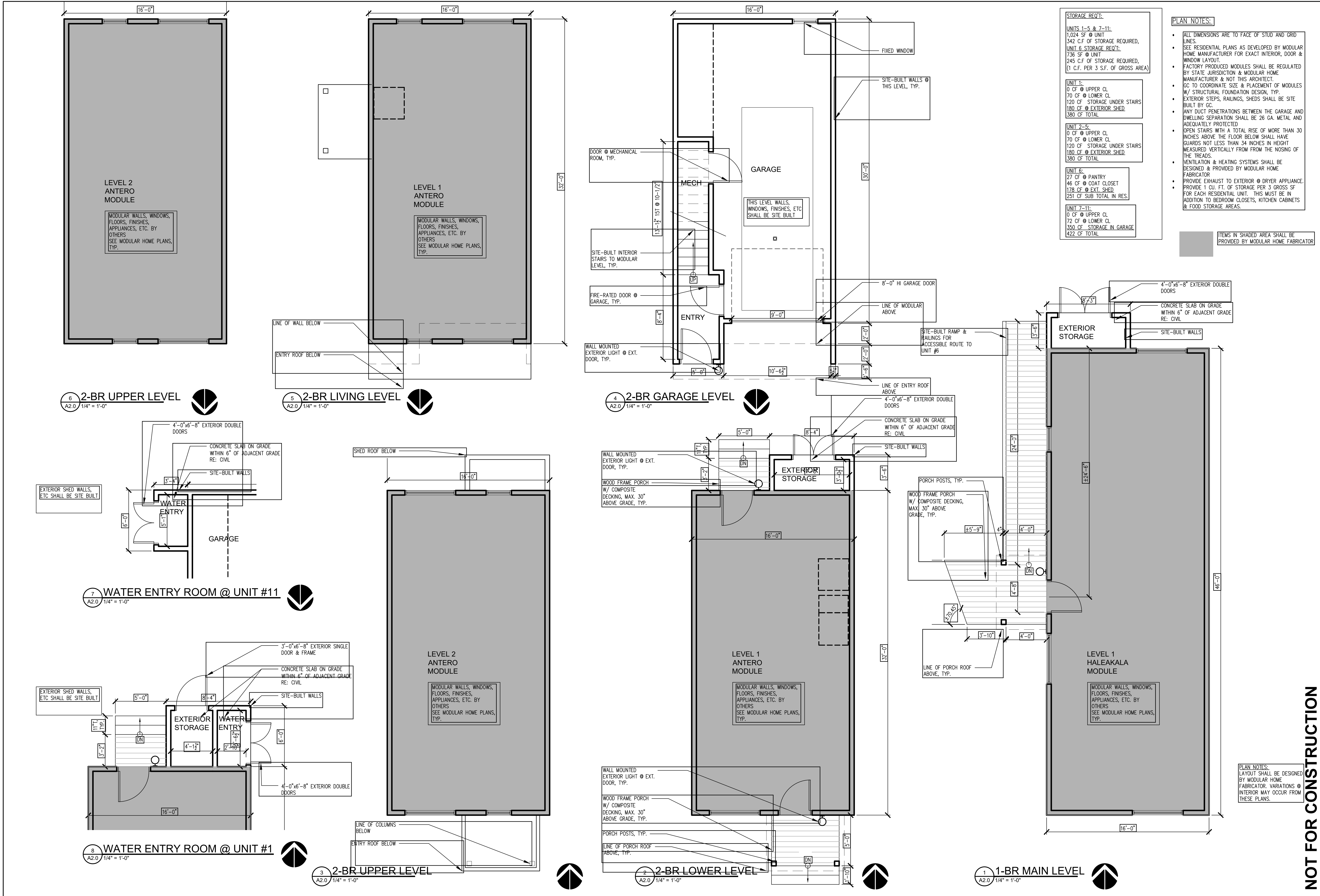
PROPOSED SITE PLAN
1" = 10'-0"

NOT FOR CONSTRUCTION

TITLE: SITE PLAN

A1.1

SCALE: PROJECT NO.: 24-10



LKSM
DESIGN

PO Box 9195
Avon, Colorado 81620
970.376.6623
lmayer@lksmdesign.com

TRACT OF LAND IN SE $\frac{1}{4}$ OF SECTION 9, TWP 6 SOUTH, RANGE 89 WEST OF THE
6TH PRINCIPAL MERIDIAN - GLENWOOD SPRINGS, CO

ISSUED: SCHEMATIC SITE 9.18.24
SCHEMATIC DRAFT 10.10.24
SITE LIGHTING 10.14.24
PLANNING APP. 10.22.24

DATE: 9.18.24
10.2.24
10.10.24
10.14.24
10.22.24

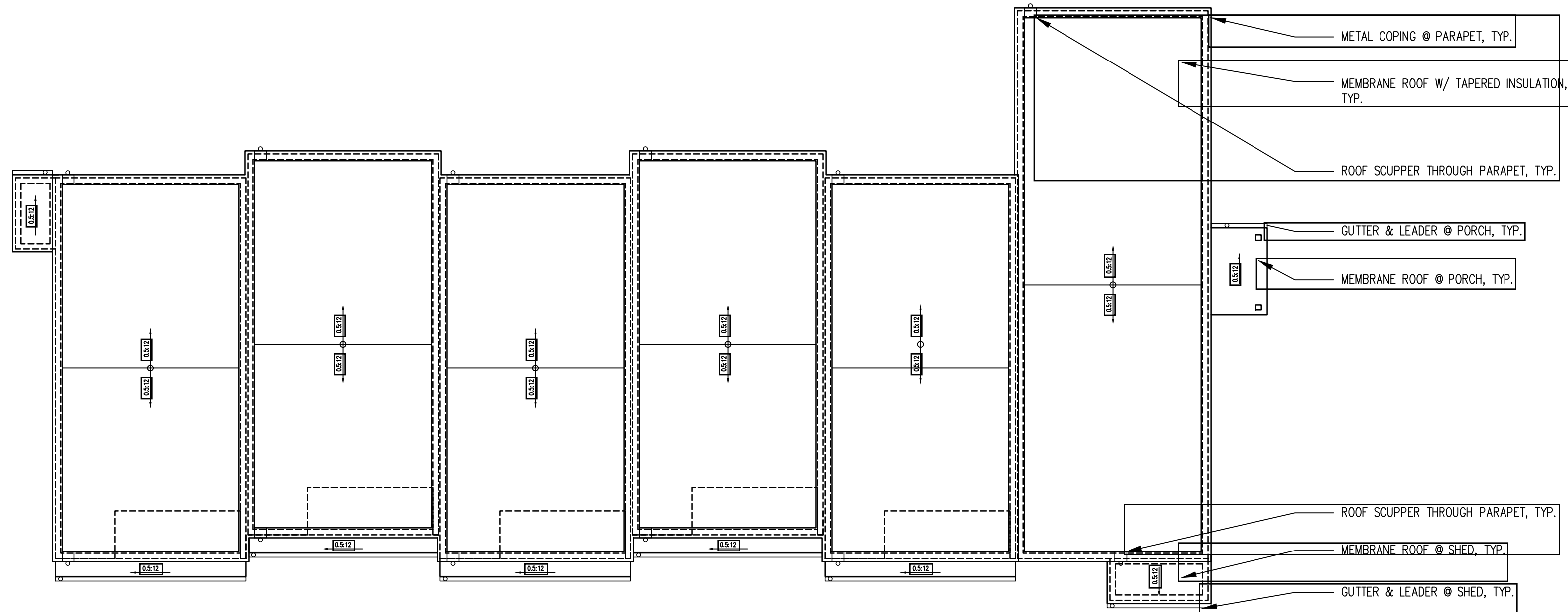
NOT FOR CONSTRUCTION

TITLE: PROPOSED FLOOR PLANS - TYPICAL LAYOUTS
SCALE: PROJECT NO.: 24-10

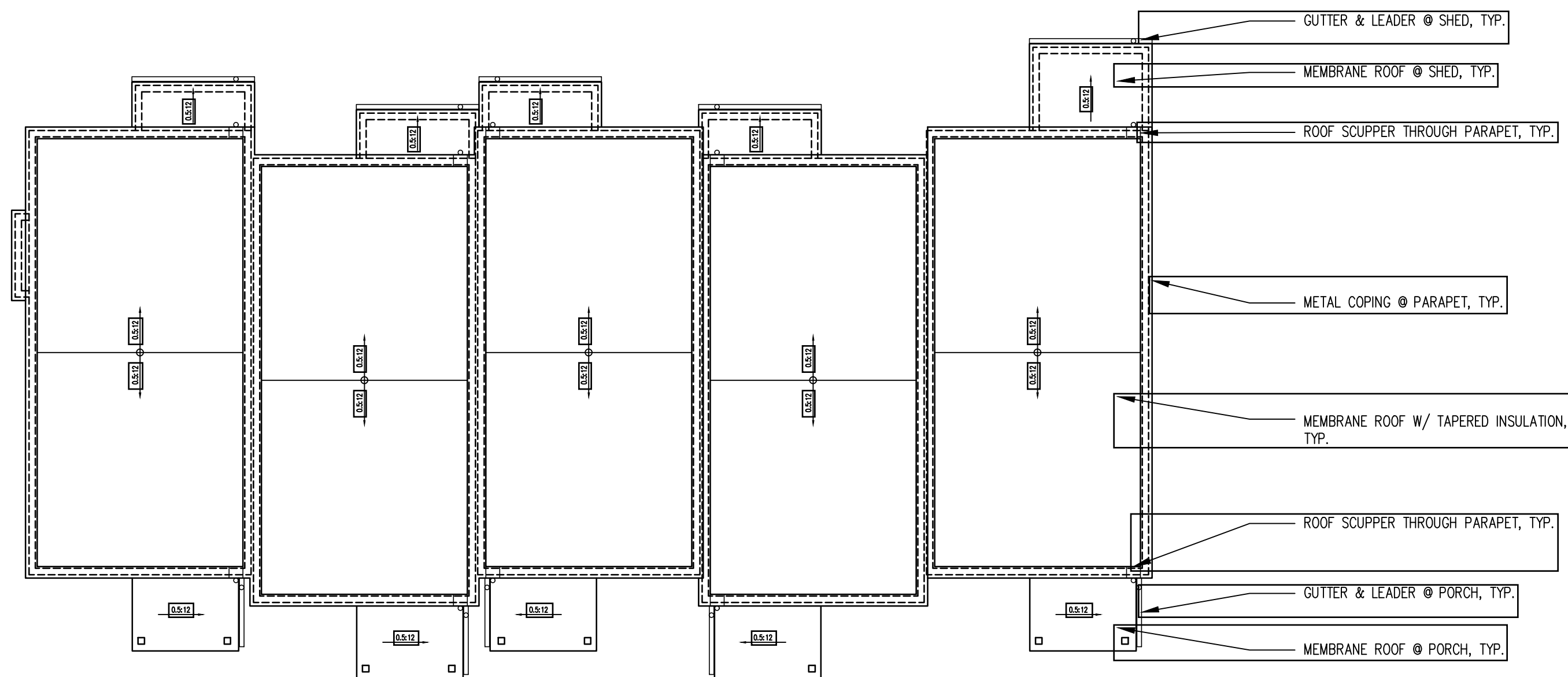
ROOF NOTES:

- PROVIDE ROOF VENTILATION FOR COLD ROOF PER CODE & FORMULA LISTED ON SHEET A1.0
- ROOF VENTILATION SHALL BE PROVIDED WITH EAVE & RIDGE VENTS.
- SEE ROOF DETAILS ON SHEET A5.2
- COLD ATTIC WILL BE CONSTRUCTED W/ INSULATION AT THE CEILING LEVEL, TYP.
- PROVIDE ICE & WATER SHIELD @ ALL VALLEYS AND EAVES.
- DOWNSPOUTS SHALL EXTEND 5 FEET MIN. FROM BUILDING, TYP.
- GUTTER LOCATIONS ARE RECOMMENDED & SHOULD BE VERIFIED IN FIELD BY GC

ITEMS IN SHADED AREA SHALL BE PROVIDED BY MODULAR HOME FABRICATOR



2 ROOF PLAN - BUILDING B
A2.1 1/8" = 1'-0"



1 ROOF PLAN - BUILDING A
A2.1 1/8" = 1'-0"



NOT FOR CONSTRUCTION

LKSM
DESIGN

PO Box 9195
Avon, Colorado 81620
970.376.6623
lmayer@lksmdesign.com

RESIDENTIAL DEVELOPMENT
@ 619 OVERLIN DRIVE
TRACT OF LAND IN SE₄, NW₁ 4 OF SECTION 9, TWP 6 SOUTH, RANGE 89 WEST OF THE
6TH PRINCIPAL MERIDIAN - GLENWOOD SPRINGS, CO

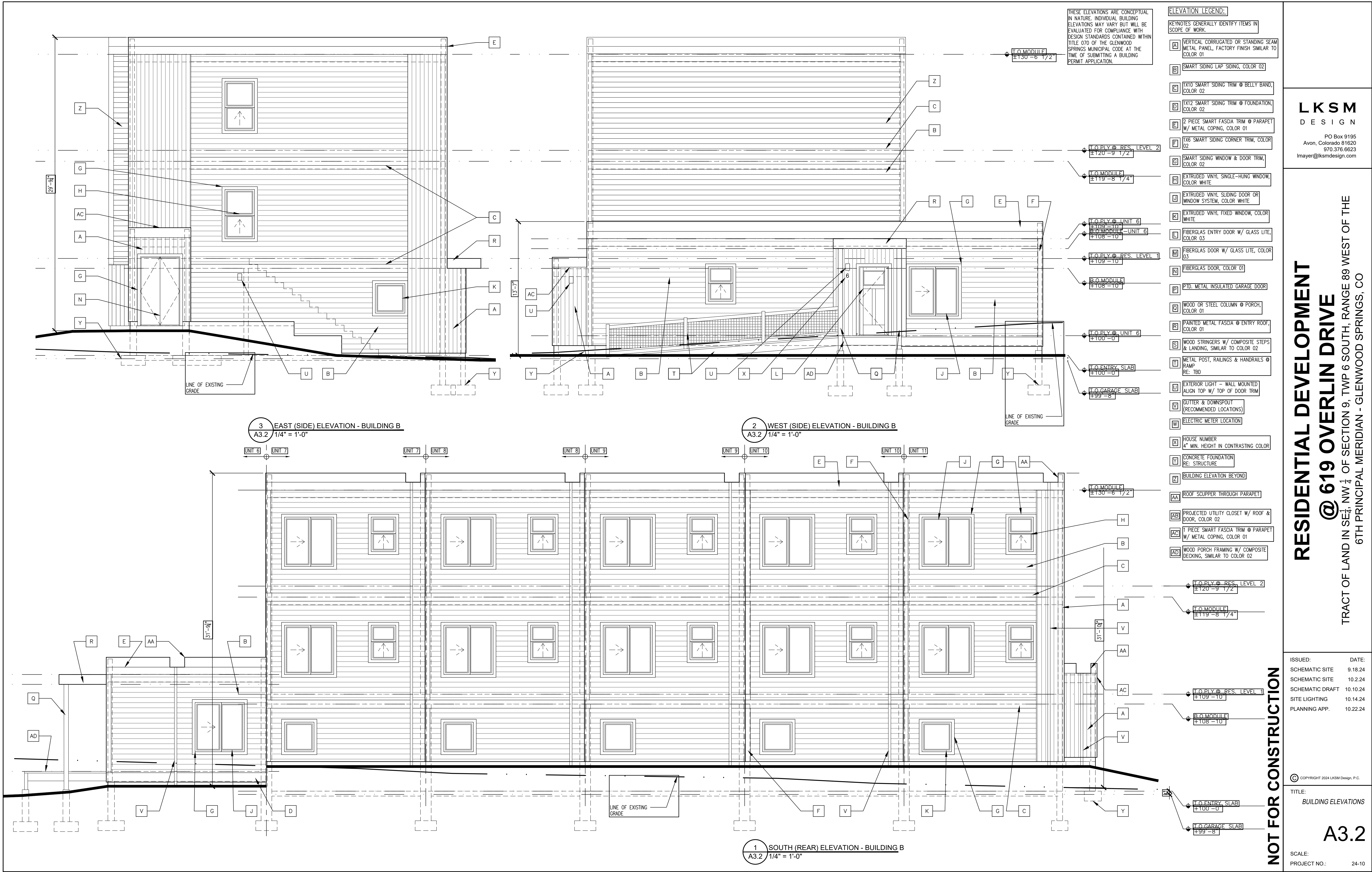
ISSUED:	DATE:
SCHEMATIC SITE	9.18.24
SCHEMATIC SITE	10.2.24
SCHEMATIC DRAFT	10.10.24
SITE LIGHTING	10.14.24
PLANNING APP.	10.22.24

© COPYRIGHT 2024 LKSM Design, P.C.

TITLE:
PROPOSED ROOF PLAN

A2.1

SCALE:
PROJECT NO.: 24-10



LKSM
DESIGN

PO Box 9195
Avon, Colorado 81620
970.376.6623
lmayer@lksmdesign.com

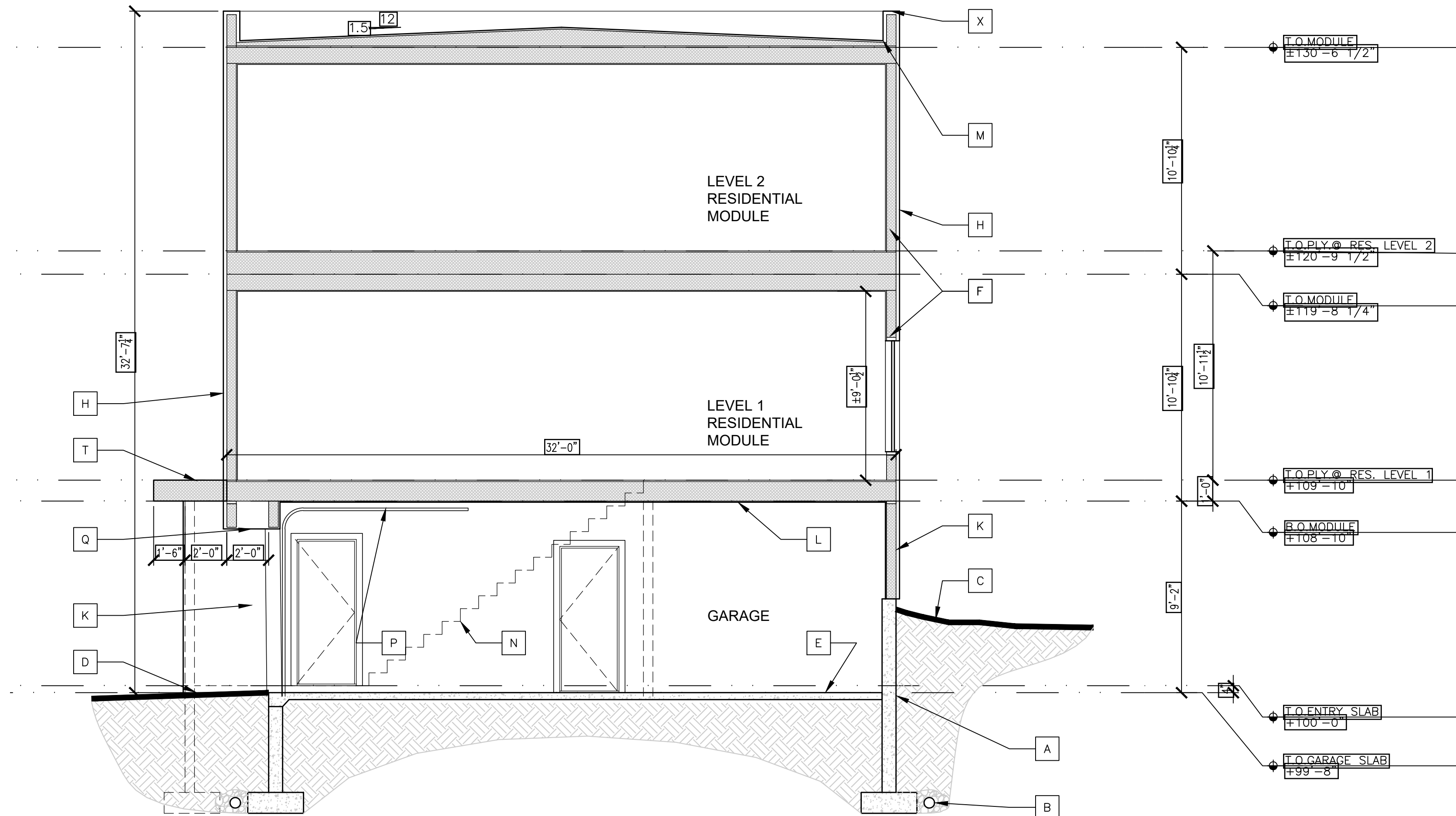
RESIDENTIAL DEVELOPMENT
@ 619 OVERLIN DRIVE
TRACT OF LAND IN SEC. 4, NW 1/4 OF SECTION 9, TWP 6 SOUTH, RANGE 89 WEST OF THE
6TH PRINCIPAL MERIDIAN - GLENWOOD SPRINGS, CO

ISSUED: DATE:
SCHEMATIC SITE 9.18.24
SCHEMATIC SITE 10.2.24
SCHEMATIC DRAFT 10.10.24
SITE LIGHTING 10.14.24
PLANNING APP. 10.22.24

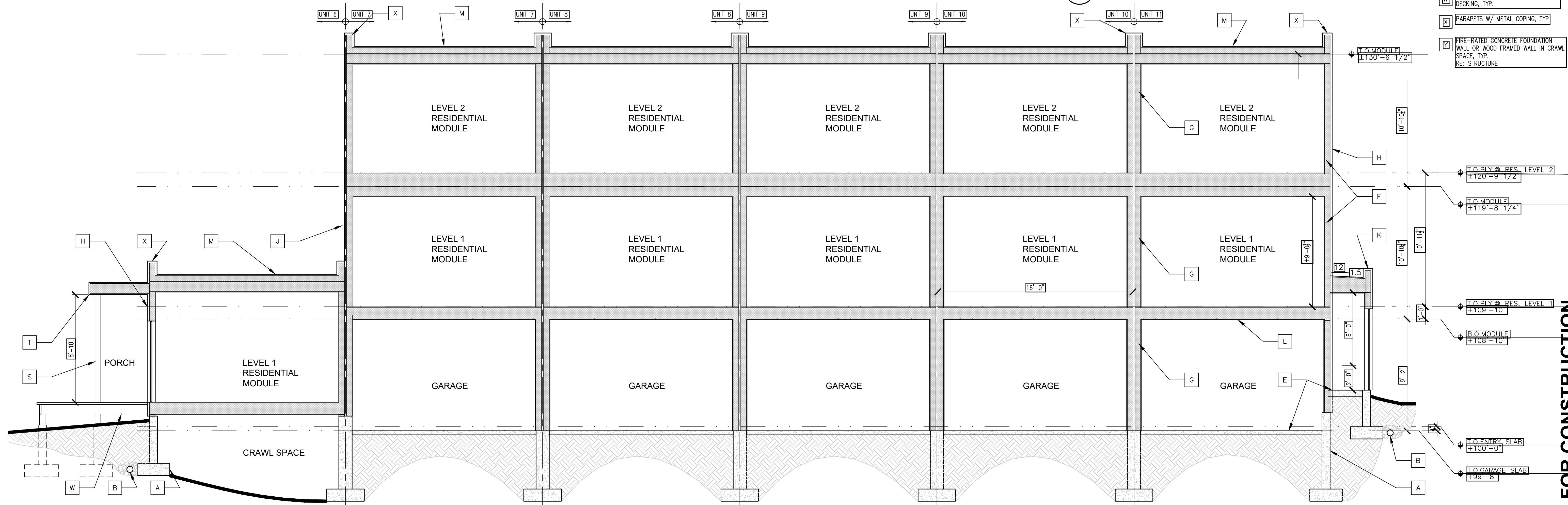
© COPYRIGHT 2024 LKSM Design, P.C.

TITLE:
BUILDING ELEVATIONS

A3.2



D BUILDING SECTION - BUILDING B
A4.1 1/4" = 1'-0"



C BUILDING SECTION - BUILDING B
A4.1 1/4" = 1'-0"

- SECTION LEGEND:
- KEYNOTES GENERALLY IDENTIFY ITEMS IN SCOPE OF WORK.
- A CONCRETE FOUNDATIONS FOOTINGS, WALLS OR PIERS, TYP. RE: STRUCTURE
 - B FOUNDATION DRAINS, TYP. RE: SOILS ENGINEER
 - C FINISH GRADE. SLOPE AWAY FROM BLDG. TYP. RE: CIVIL
 - D CONCRETE SIDEWALK OR ASPHALT PAVING, SLOPE AWAY FROM BLDG. TYP. RE: CIVIL
 - E CONCRETE SLAB ON GRADE. SLOPE TO DRAIN OR DOOR, TYP. RE: STRUCTURE
 - F PRE-MANUFACTURED RESIDENTIAL MODULE
 - G INTERIOR FIRE RATED DEMISING WALL BETWEEN RES. UNITS, TYP.
 - H EXTERIOR NON FIRE-RATED WALL, TYP. MATERIALS RE: ELEVATIONS
 - I EXTERIOR FIRE-RATED EXTERIOR WALL, TYP. MATERIALS RE: ELEVATIONS
 - J EXTERIOR WOOD FRAMED WALL SYSTEM BUILT ON SITE
 - K CEILING OVER GARAGE W/ TAPED & SEALED JOINTS, TYP.
 - L TAPERED INSULATION ON ROOF SYSTEM W/ WATERPROOF MEMBRANE, TYP.
 - M INTERIOR WOOD STAIR TREADS W/ HANDRAILS, TYP.
 - N GARAGE DOOR TRACK - LOW PROFILE, TYP.
 - O EXTERIOR SOFFIT @ FLOOR SYSTEM
 - P UTILITY ENCLOSURE W. PAINTED METAL ROOF. BUILT-ON SITE, TYP.
 - Q WOOD OR STEEL COLUMN @ PORCH, TYP.
 - R PAINTED METAL FASCIA @ ENTRY ROOF, TYP.
 - S WOOD STRINGERS W/ COMPOSITE STEPS & LANDING, TYP.
 - T METAL POST, RAILINGS & HANDRAILS @ RAMP, TYP.
 - U WOOD PORCH FRAMING W/ COMPOSITE DECKING, TYP.
 - V PARAPETS W/ METAL COPING, TYP.
 - W FIRE-RATED CONCRETE FOUNDATION WALL OR WOOD FRAMED WALL IN CRAWL SPACE, TYP. RE: STRUCTURE
- F.O. MODULE
F130 - 6 1/2"
- F.O. PLY @ RES. LEVEL 2
F120 - 9 1/2"
- F.O. MODULE
F119 - 8 1/4"
- F.O. PLY @ RES. LEVEL 1
F109 - 10"
- B.O. MODULE
B108 - 10"
- F.O. ENTRY SLAB
F100 - 0"
- F.O. GARAGE SLAB
F99 - 8"

L K S M
DESIGN

PO Box 9195
Avon, Colorado 81620
970.376.6623
lmayer@lksmdesign.com

RESIDENTIAL DEVELOPMENT
@ 619 OVERLIN DRIVE
TRACT OF LAND IN SEC. 4, NW 1/4 OF SECTION 9, TWP 6 SOUTH, RANGE 89 WEST OF THE
6TH PRINCIPAL MERIDIAN - GLENWOOD SPRINGS, CO

ISSUED: DATE:
SCHEMATIC SITE 9.18.24
SCHEMATIC SITE 10.2.24
SCHEMATIC DRAFT 10.10.24
SITE LIGHTING 10.14.24
PLANNING APP. 10.22.24

© COPYRIGHT 2024 LKSM Design, P.C.

TITLE: BUILDING SECTIONS

A4.1

SCALE: PROJECT NO.: 24-10

NOT FOR CONSTRUCTION

MATERIAL LEGEND - SITE INSTALLED

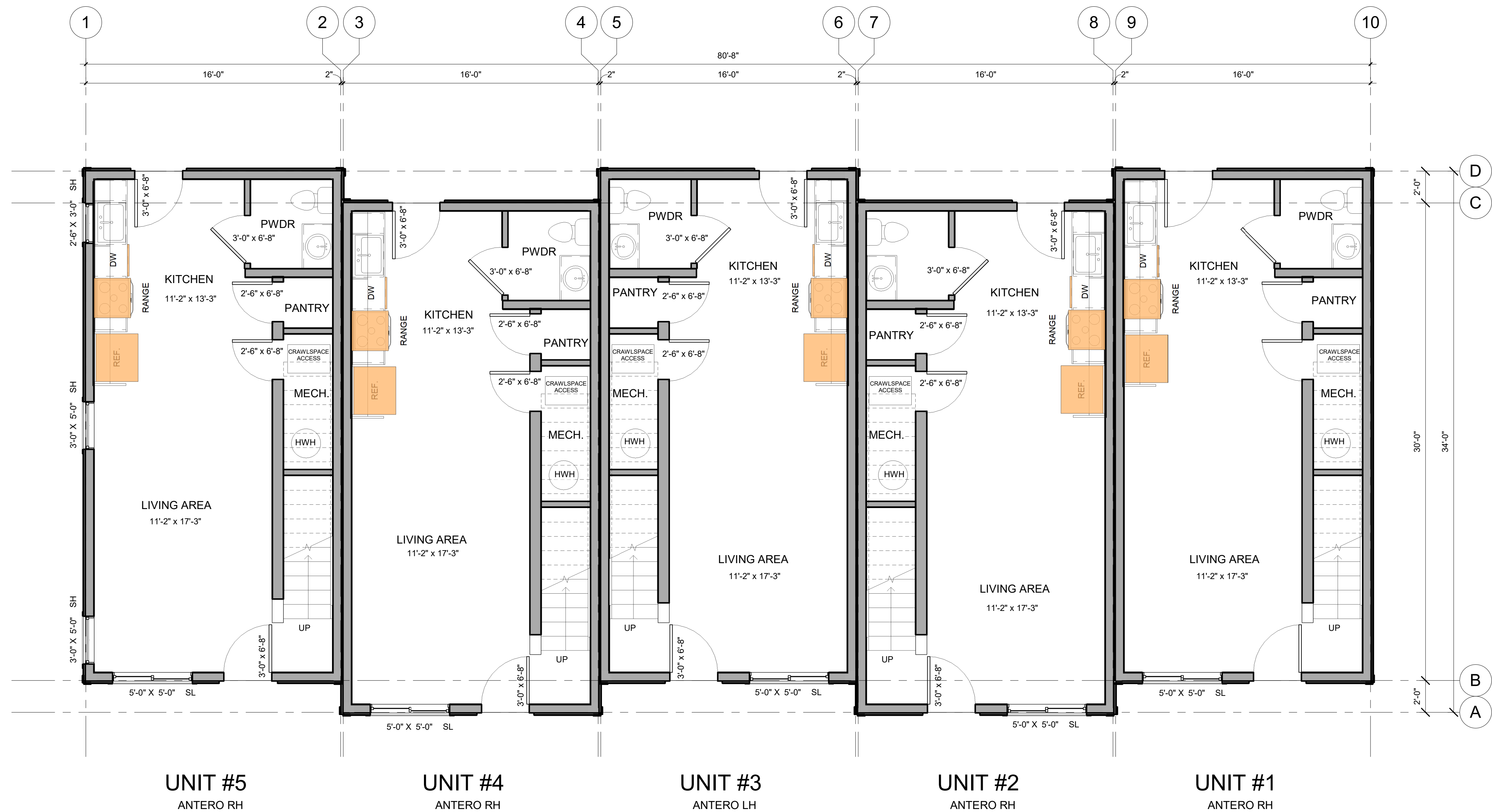


SITE INSTALLED

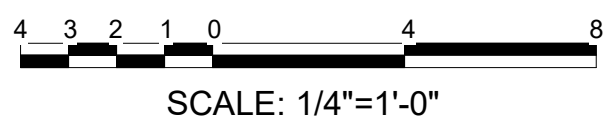
*THESE ITEMS ARE NOT FACTORY INSTALLED AND ARE NOT THE RESPONSIBILITY OF FADING WEST BUILDING SYSTEMS, LLC.

BUILDING LAYOUT NOTES

• ALL WINDOW HEADS AT 6'-10" A.F.F.



1 CONCEPT LAYOUT - LEVEL 1
1/4" = 1'-0"



Fading West Building
Systems

Architecture &
Engineering Studio

1950 McCormick Pl.
Buena Vista, CO
81211

619 OVERLIN

STREET BUILDING - 5 PLEX

CONCEPT LAYOUT - LEVEL 1

ISSUE DATE: 10/20/2024

ENG. PROJECT #: --

MATERIAL LEGEND - SITE INSTALLED



SITE INSTALLED

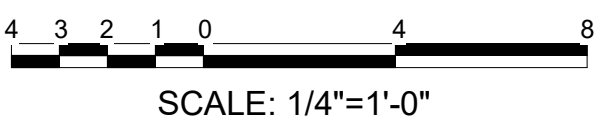
*THESE ITEMS ARE NOT FACTORY INSTALLED AND ARE NOT THE RESPONSIBILITY OF FADING WEST BUILDING SYSTEMS, LLC.

BUILDING LAYOUT NOTES

• ALL WINDOW HEADS AT 6'-10" A.F.F.



1 CONCEPT LAYOUT - LEVEL 2
1/4" = 1'-0"



Fading West Building
Systems

Architecture &
Engineering Studio

1950 McCormick Pl.
Buena Vista, CO
81211

619 OVERLIN

STREET BUILDING - 5 PLEX

CONCEPT LAYOUT - LEVEL 2

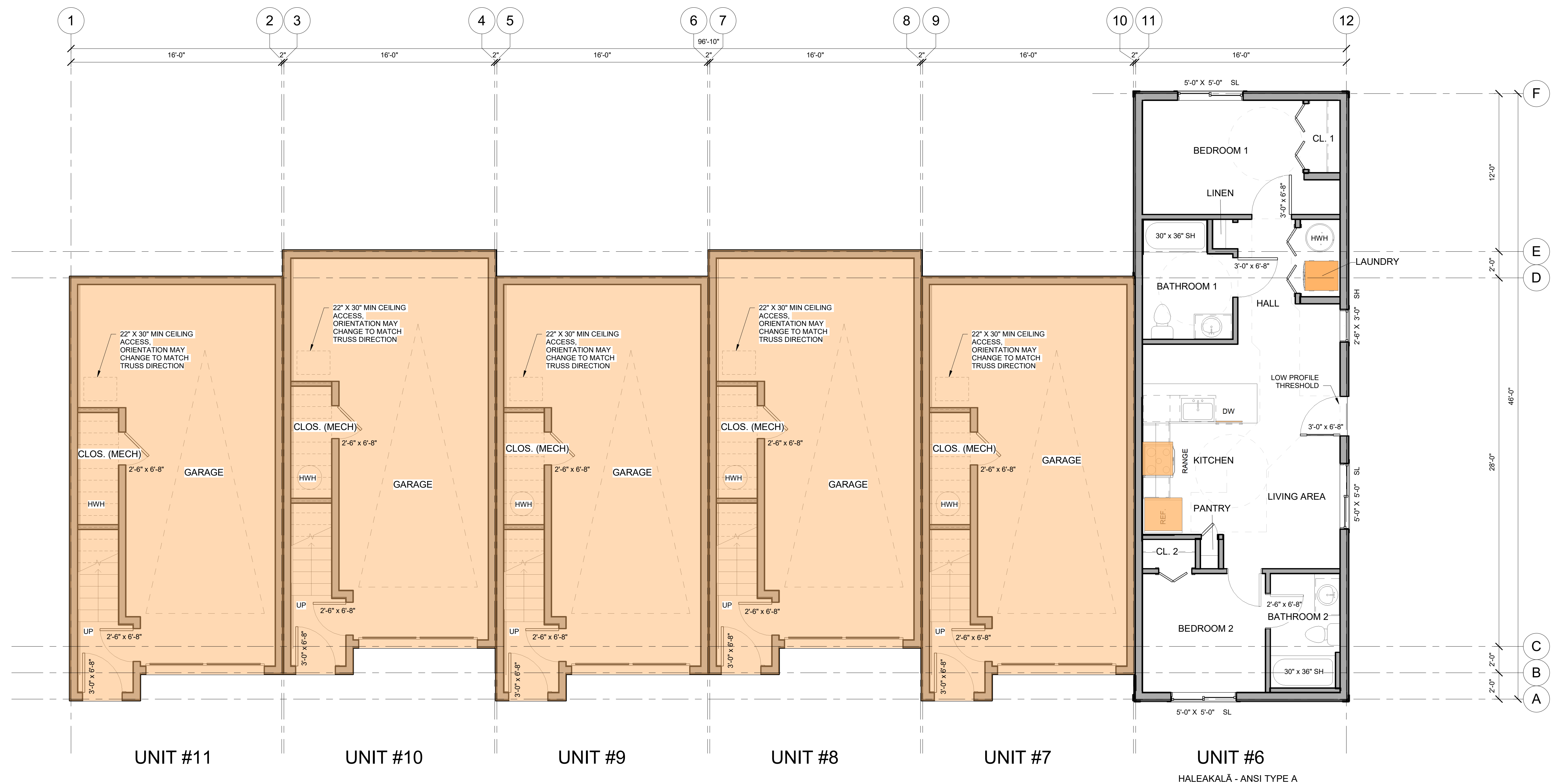
ISSUE DATE: 10/20/2024

ENG. PROJECT #: --

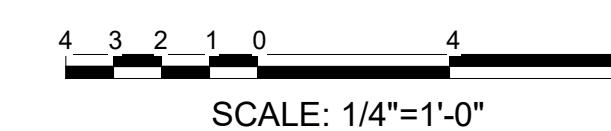
MATERIAL LEGEND - SITE INSTALLED



*THESE ITEMS ARE NOT FACTORY INSTALLED AND ARE NOT THE RESPONSIBILITY OF FADING WEST BUILDING SYSTEMS, LLC.



1 CONCEPT LAYOUT - GARAGE BASEMENT
1/4" = 1'-0"



Fading West Building
Systems

Architecture &
Engineering Studio

1950 McCormick Pl.
Buena Vista, CO
81211

619 OVERLIN

REAR BUILDING - 6 PLEX

CONCEPT LAYOUT - BASEMENT LAYOUT

ISSUE DATE: 10/20/2024

ENG. PROJECT #: --

MATERIAL LEGEND - SITE INSTALLED



SITE INSTALLED

*THESE ITEMS ARE NOT FACTORY INSTALLED AND ARE NOT THE RESPONSIBILITY OF FADING WEST BUILDING SYSTEMS, LLC.

BUILDING LAYOUT NOTES

• ALL WINDOW HEADS AT 6'-10" A.F.F.



1 CONCEPT LAYOUT - LEVEL ONE
1/4" = 1'-0"

4 3 2 1 0 4 8
SCALE: 1/4"=1'-0"



Fading West Building
Systems

Architecture &
Engineering Studio

1950 McCormick Pl.
Buena Vista, CO
81211

619 OVERLIN

REAR BUILDING - 6 PLEX

CONCEPT LAYOUT - LEVEL 1

ISSUE DATE: 10/20/2024

ENG. PROJECT #: --

MATERIAL LEGEND - SITE INSTALLED

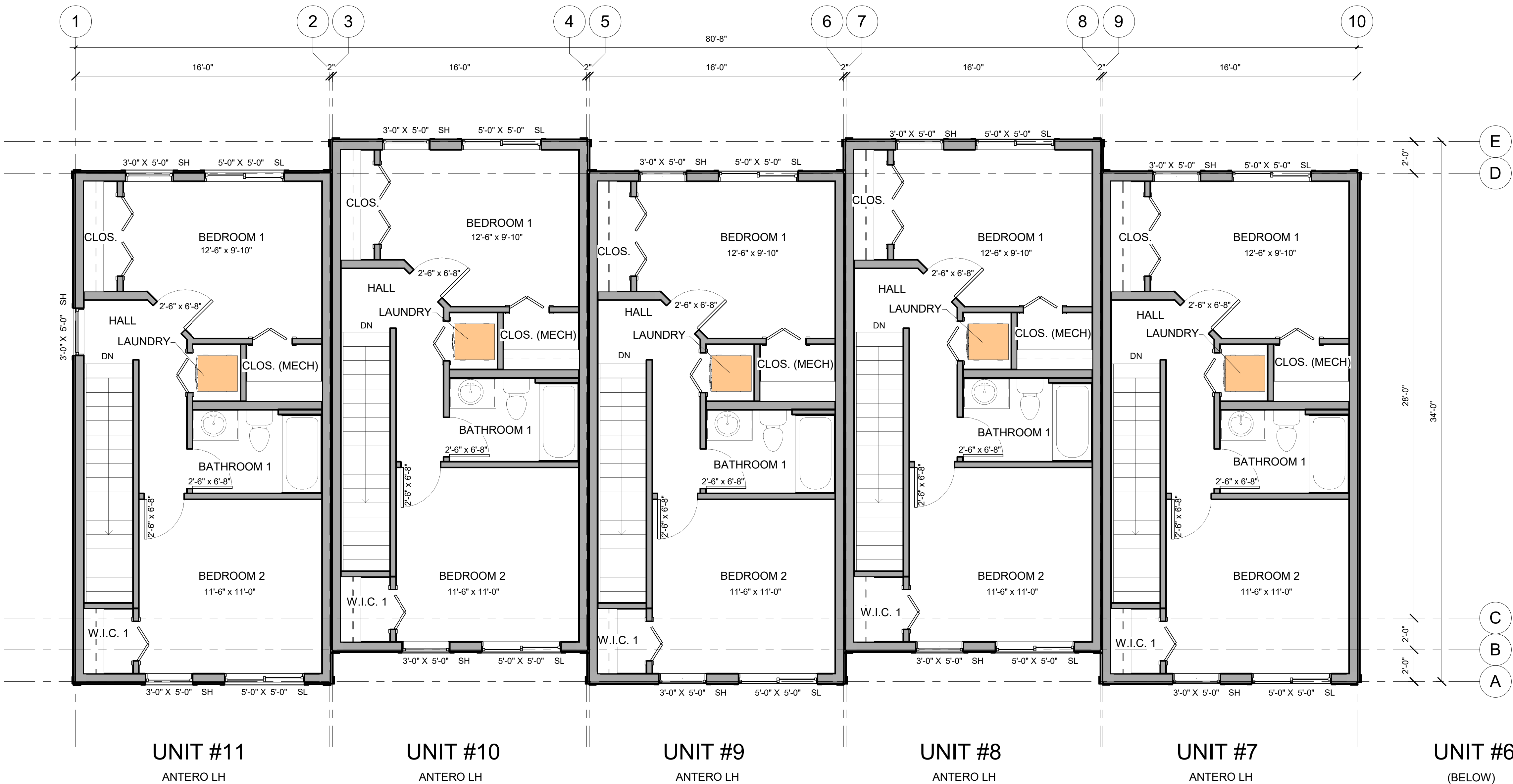


SITE INSTALLED

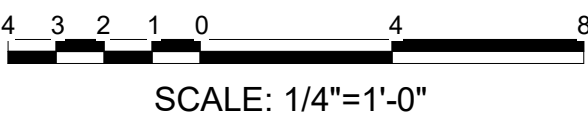
*THESE ITEMS ARE NOT FACTORY INSTALLED AND ARE NOT THE RESPONSIBILITY OF FADING WEST BUILDING SYSTEMS, LLC.

BUILDING LAYOUT NOTES

• ALL WINDOW HEADS AT 6'-10" A.F.F.



1 CONCEPT LAYOUT - LEVEL TWO
1/4" = 1'-0"



Fading West Building
Systems

Architecture &
Engineering Studio

1950 McCormick Pl.
Buena Vista, CO
81211

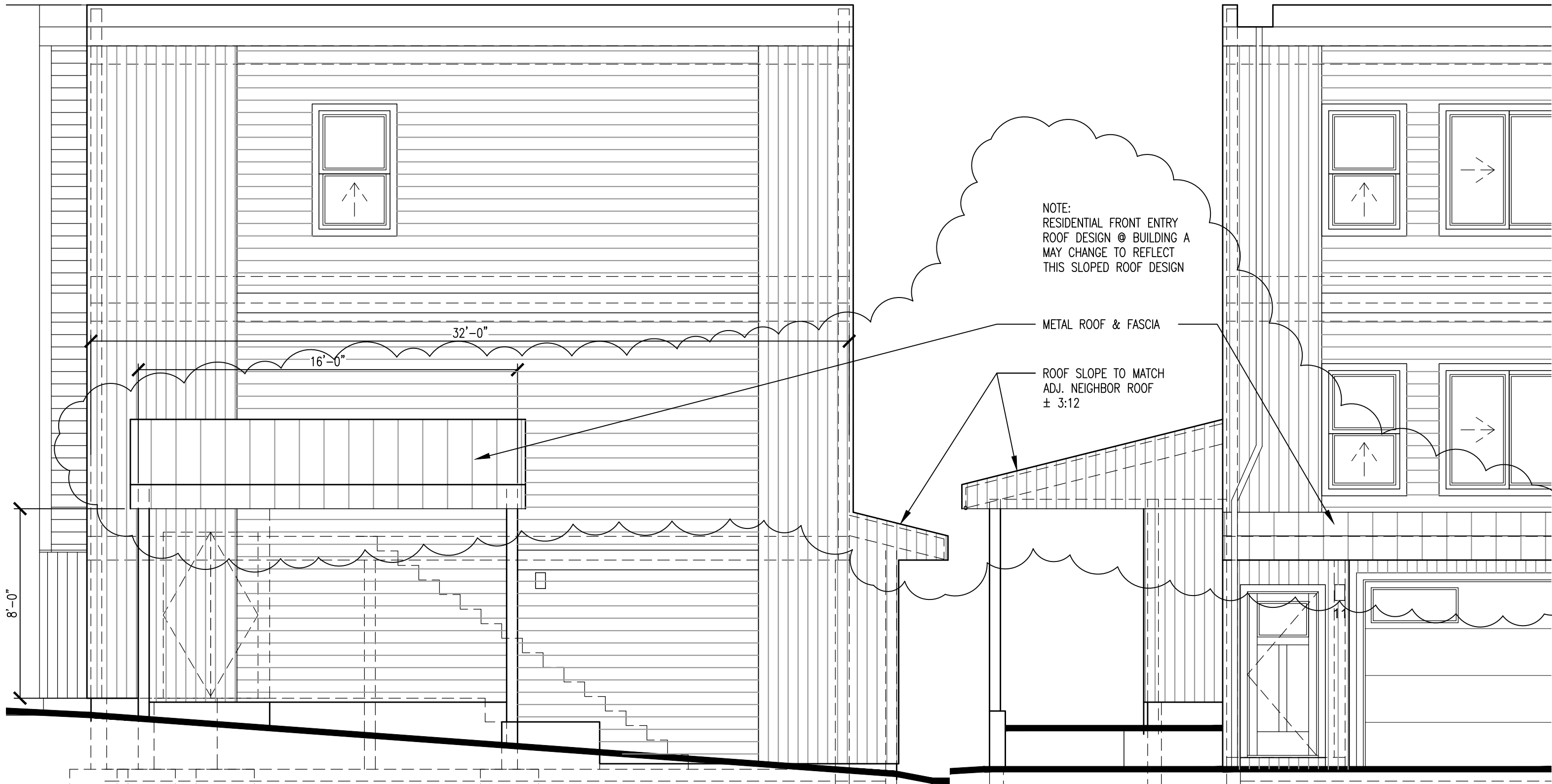
619 OVERLIN

REAR BUILDING - 6 PLEX

CONCEPT LAYOUT - LEVEL 2

ISSUE DATE: 10/20/2024

ENG. PROJECT #: --



2 PARTIAL
EAST (SIDE) ELEVATION - BUILDING B
-- 1/4" = 1'-0"

1 PARTIAL
NORTH (FRONT) ELEVATION - BUILDING B
-- 1/4" = 1'-0"

REVISED BIKEPORT ROOF - BUILDING B

SCALE: 1/8" = 1'-0"

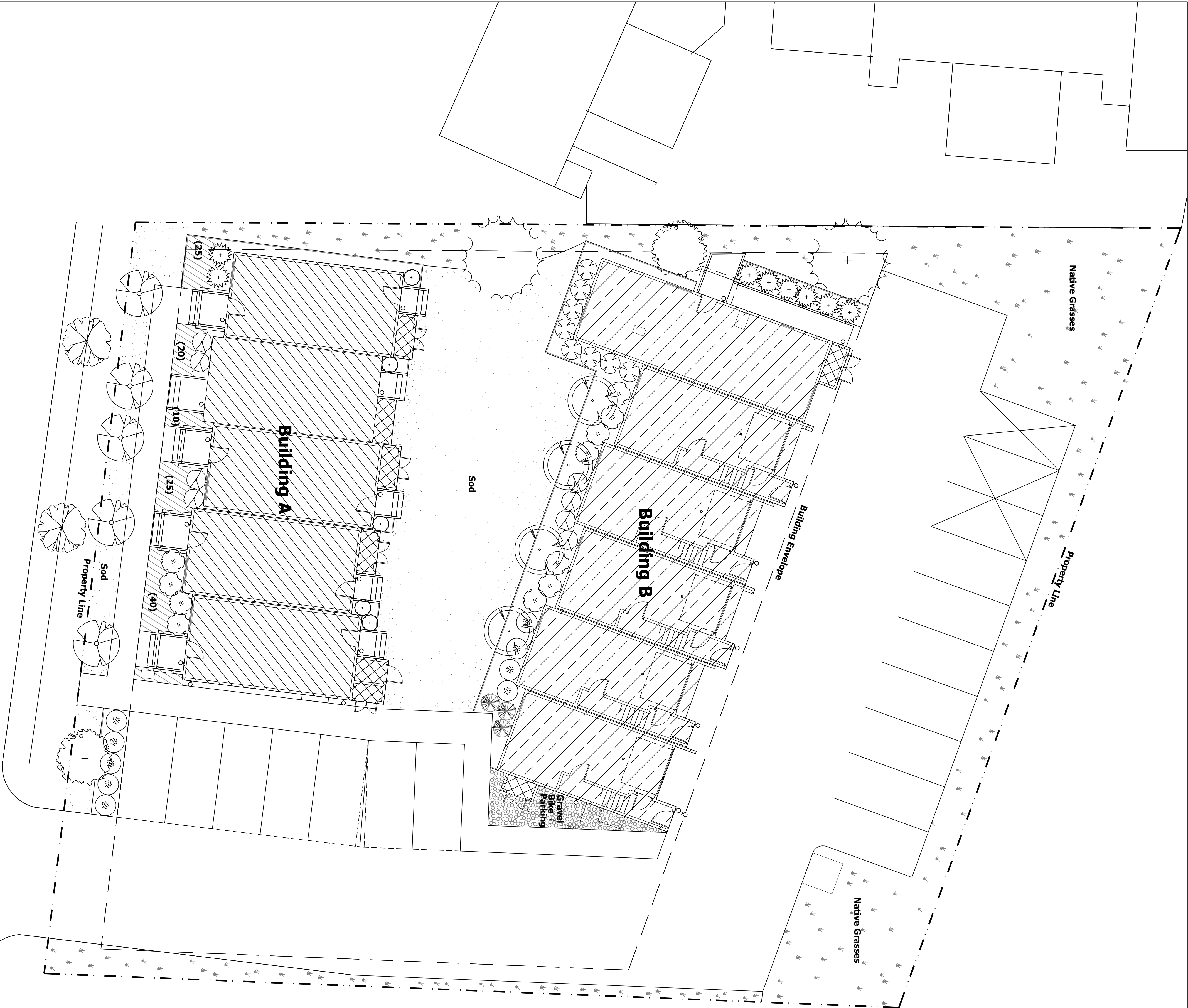
RESIDENTIAL DEVELOPMENT
619 OVERLIN STREET, GLENWOOD SPRINGS, CO

PLANNING REVISIONS: 12.16.24

LKSM SK12.16
DESIGN

PO Box 9195
Avon, Colorado 81620
970.376.6623
lmayer@lksmdesign.com

© COPYRIGHT 2024 LKSM Design, P.C.



Landscape Requirement is 20% of the lot, which is 2,562 SF.
Per landscape Requirements, the site needs:
-13 trees (2 at least evergreen)
-52 shrubs (at least 10 evergreen)
-103 perennials
This plan shows:
-13 trees (2 of which are evergreen)
-52 (11 of which are evergreen)
-120 perennials
Two (2) street trees are required and are shown on this plan.
Existing soil will be amended to comply with Water
Efficient Landscape Standards.

COMMON NAME	BOTANICAL NAME	QUANTITY	SIZE
Austrian Pine	Pinus nigra	5	10' B&B
Bluemist Spirea	Caryopteris x clandonensis 'Blue Mist'	8	#5
Buffalo Juniper	Juniperus sabina 'Buffalo'	3	#5
Butterflybush	Buddleja 'Miss Ruby'	9	#5
False Spirea	Sorbaria sorbifolia	5	#5
Hot Wings Maple	Acer tartaricum 'Hot Wings'	2	2 1/2" caliper
Mugo Pine	Pinus mugo	8	#5
Red Maple	Acer rubrum	2	2 1/2" caliper
Sensation Box Elder	Acer negundo 'Sensation'	4	2" caliper
Spring Snow Crabapple	Malus x Spring Snow	5	2" caliper
Western Sandcherry	Prunus pumila besseyi	11	#5
White Potentilla	Potentilla fruticosa 'McKay's White'	8	#5
Sod		2,825 SF	
Native Grasses		3,330 SF	
Gardens	To be determined	120	#1

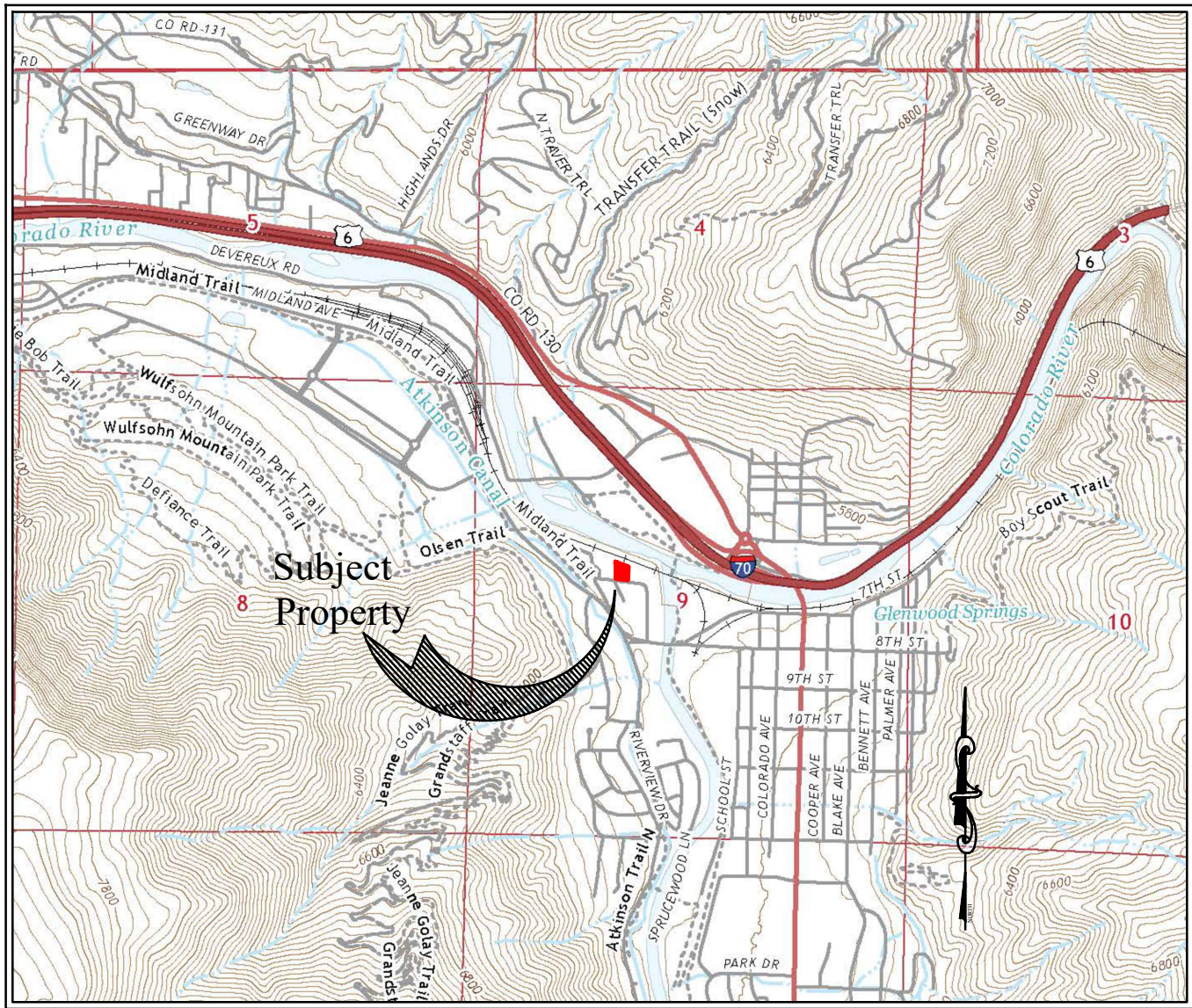
Elite Land Design, LLC
LANDSCAPE ARCHITECTS
525 Paseo Drive
Carbondale, Colorado 81623
PHONE 970.404.2886
elitelanddesign@sopris.net

619 Overlin Drive
Glenwood Springs, Colorado

DATE: 10/2/24
REVISION: FOR 30% REVIEW
DRAWN BY: JMM
FILE NAME: 619 Overlin Drive.dwg

LANDSCAPE PLAN
L-1.1

Elite Land Design, LLC
LANDSCAPE ARCHITECTS
525 Paseo Drive
Carbondale, Colorado 81623
PHONE 970.404.2886
elitelanddesign@sopris.net



VICINITY MAP
SCALE 1" = 2,000'

NOTES:

- THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS, SETBACKS AND EASEMENTS OF RECORD, OR IN PLACE AND EXCEPTIONS TO TITLE COMMITMENT PREPARED BY TITLE COMPANY OF THE ROCKIES, COMMITMENT NO. 0604617-C6, EFFECTIVE DATE APRIL 12, 2024.
- THE DATES OF THIS SURVEY WERE APRIL, 2024.
- BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S83°04'00"E BETWEEN THE NORTHWEST CORNER OF LOT 7, MOUNTAIN VIEW SUBDIVISION AS AMENDED, BEING A NO. 5 REBAR & 1.25" ORANGE PLASTIC CAP L.S. NO. 38215 FOUND IN PLACE, AND THE NORTHEAST CORNER OF LOT 6, MOUNTAIN VIEW SUBDIVISION AS AMENDED, BEING A NO. 5 REBAR & 1.25" YELLOW PLASTIC CAP L.S. ILLEGIBLE FOUND IN PLACE. BEARINGS ARE BASED ON THE SOUTH LINE OF OVERLIN DRIVE AS DESCRIBED IN QUIT CLAIM DEED AT RECEPTION NO. 270879, RECORDED JANUARY 7, 1975.
- UNITS OF MEASURE FOR ALL DIMENSIONS SHOWN HEREON IS U.S. SURVEY FEET.
- THIS SURVEY IS BASED ON THE QUIT CLAIM DEED RECORDED DECEMBER 28, 2018 AS RECEPTION NO. 915782 AND DEED RECORDED SEPTEMBER 11, 1972 AS RECEPTION NO. 255229 IN THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AND CORNERS FOUND IN PLACE.
- ALL CORNERS, FOUND OR SET, UNLESS NOTED ARE FLUSH WITH THE GROUND.
- THIS PROPERTY IS ZONED RESIDENTIAL HIGH DENSITY PER CITY OF GLENWOOD SPRINGS ZONE DISTRICTS MAP EFFECTIVE JANUARY 27, 2019. SETBACKS ARE AS FOLLOWS AND SHOULD BE VERIFIED BY THE CITY OF GLENWOOD SPRINGS BEFORE CRITICAL DESIGN OR CONSTRUCTION.
FRONT 10 FEET
SIDE 5 FEET
REAR 10 FEET
- PER CITY OF GLENWOOD SPRINGS MUNICIPAL CODE VERSION: FEB. 2, 2024 070.040.030(E)(3)(B)(2) NO DWELLING UNIT SHALL BE LOCATED WITHIN FIFTY (50) FEET OF ACTIVE RAILROAD RIGHT-OF-WAY.
- THIS PROPERTY MAY BE SUBJECT TO A WATER LINE EASEMENT. CITY WATERLINE 2 WAS NOTED AS CROSSING THIS PROPERTY ON PAGE 18 OF COLORADO DEPARTMENT OF HIGHWAYS PLAN AND PROFILE OF PROPOSED COMB. FEDERAL AID PROJECT NO. F001-1(6) & F 001-2 (6) STATE HIGHWAY NO. 4 REV. DATE 09-01-54-S.W.Z. NO EVIDENCE THAT WATERLINE WAS FOUND ON SITE AT THE TIME OF SURVEY.

SURVEY REFERENCE MATERIAL

- WISCH SUBDIVISION NO. 1, RECORDED AS RECEPTION NO. 451656, FINAL PLAT WISCH TOWNHOMES LOTS 1 & 2, RECORDED SEPTEMBER 12, 1996 AS RECEPTION NO. 498318 AND DEED RECORDED OCTOBER 29, 1981 AS RECEPTION NO. 320825.
- COLORADO DEPARTMENT OF HIGHWAYS PLAN AND PROFILE OF PROPOSED COMB. FEDERAL AID PROJECT NO. F001-1(6) & F 001-2 (6) STATE HIGHWAY NO. 4 REV. DATE 09-01-54-S.W.Z.
- BOUNDARY SURVEY 602 COWDIN DRIVE, PERFORMED BY GAMBA ENGINEERING AND SURVEY DATED JULY 11, 2021 PROJECT NO. 21526.
- IMPROVEMENT LOCATION CERTIFICATE 623 OVERLIN DRIVE, PERFORMED BY HIGH COUNTRY ENGINEERING DATED OCTOBER 28, 2019 PROJECT NO. 2191712.

SURVEYOR'S NOTE

619 OVERLIN DRIVE, GLENWOOD SPRINGS, CO, SHOWN AS ONE PARCEL PER GARFIELD COUNTY ASSESSOR, AS TAX PARCEL (218509200013).
PER THE FOLLOWING DOCUMENTS RECORDED IN THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE IT CONSISTS OF TWO PARCELS, PARCEL "A" AND PARCEL "B" AS NOTED BELOW.

THIS PROPERTY ORIGINATES FROM TWO PARENTING PARCELS OF LAND.
PARCEL A - WESTERLY LOT SHOWN ON THIS SURVEY, DEED OF WHICH WAS RECORDED SEPTEMBER 11, 1972 AS RECEPTION NO. 255232, WAS SUBDIVIDED INTO TWO PARCELS, THE PROPERTY SHOWN HEREON BEING THE EASTERLY PARCEL OF THOSE TWO PARCELS. RECEPTION NO. 247775 IS EXCEPTED OUT OF PARCEL "A" CREATING WHAT IS NOW KNOWN AS WISCH TOWNHOMES. DEED OF NOTE FOR THESE PARCELS WAS RECORDED OCTOBER 29, 1981 AS RECEPTION NO. 320823. IN SAID DOCUMENT, A CALL WAS CHANGED FROM AN ORIGINAL CALL PER RECEPTION NO. 247775 OF N02°31'59"W A DISTANCE OF 216.91', TO A CALL OF S00°19'47"W A DISTANCE OF 195.97' AT A NO. 5 REBAR, 18" LONG, WITH AN ALUMINUM CAP L.S. NO. 15710. THE CORNERS ALONG THE NORTH BOUNDARY WERE FOUND DURING THIS SURVEY AND ACCEPTED. THE CALL TO THE TIE WAS UPDATED.

PARCEL B - EASTERLY LOT SHOWN ON THIS SURVEY, DEED OF WHICH WAS RECORDED JAN 18, 1960 AS RECEPTION NO. 208095, WAS SUBDIVIDED INTO THREE PARCELS, THE PROPERTY SHOWN HEREON BEING THE WESTERLY PARCEL OF THOSE THREE PARCELS. NOTE: SAID DEED HAS A LARGE ERROR OF CLOSURE AS SHOWN IN PARCEL DIAGRAM.

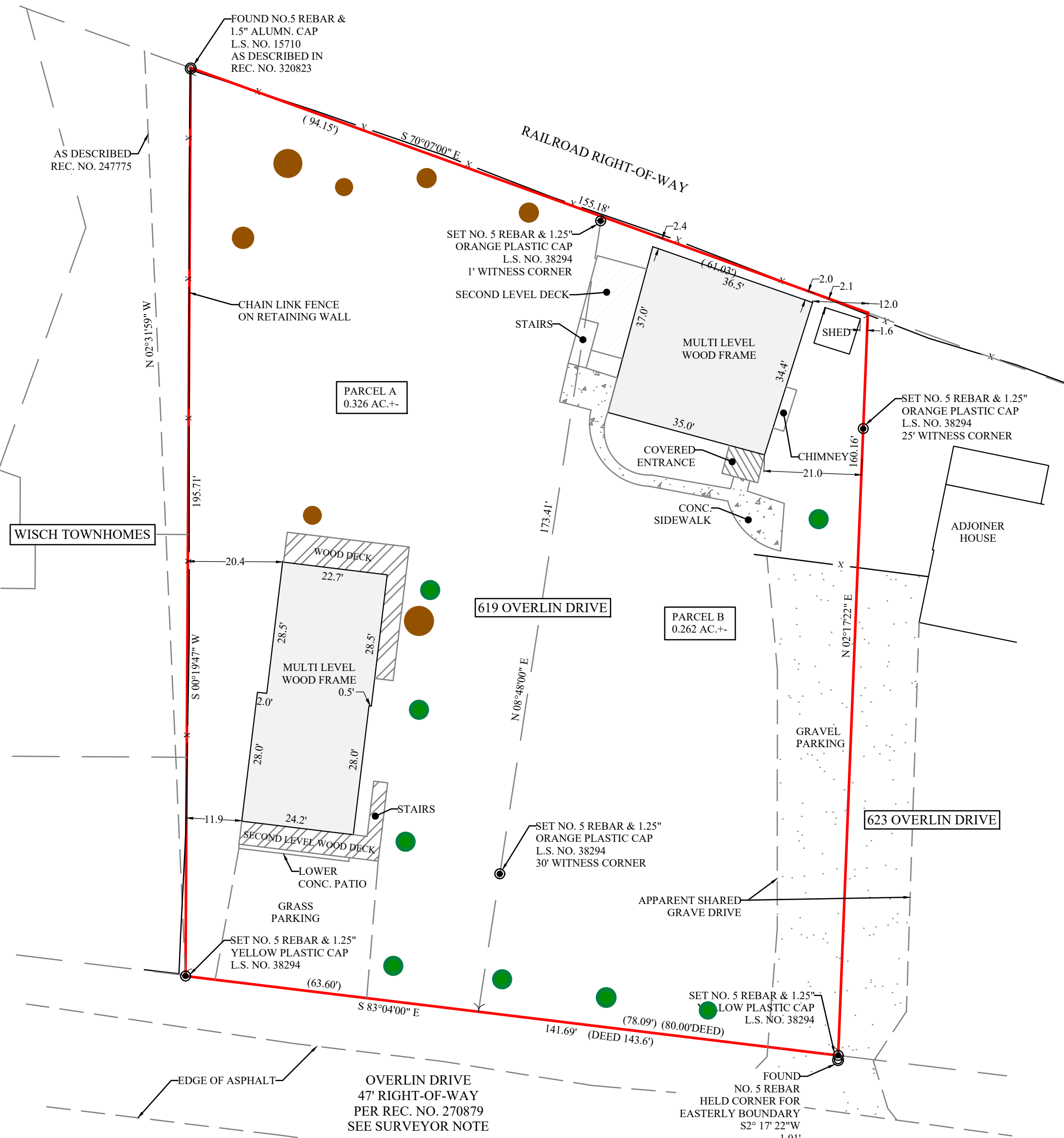
OVERLIN DRIVE 47' RIGHT-OF-WAY
SEVERAL PLATS OF NEIGHBORING PARCELS TO THE WEST SHOW THAT OVERLIN DRIVE IS A 50' RIGHT-OF-WAY. PER QUIT CLAIM DEED RECORDED JANUARY 7, 1976 AT RECEPTION NO. 270879, THE EAST-WEST RUNNING RIGHT-OF-WAY IS 47' AND THE NORTH-SOUTH RUNNING RIGHT-OF-WAY IS 50'.

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

IMPROVEMENT SURVEY PLAT

619 OVERLIN DRIVE

A TRACT OF LAND SITUATED IN THE SE1/4,NW1/4 OF SECTION 9,
TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF GLENWOOD SPRINGS, COUNTY OF GARFIELD, STATE OF COLORADO



- Blue Spruce - many unhealthy but larger trees
- Deciduous trees - mostly Cottonwood & Elm, mostly under 8"

COUNTY SURVEYOR'S CERTIFICATE OF DEPOSIT:

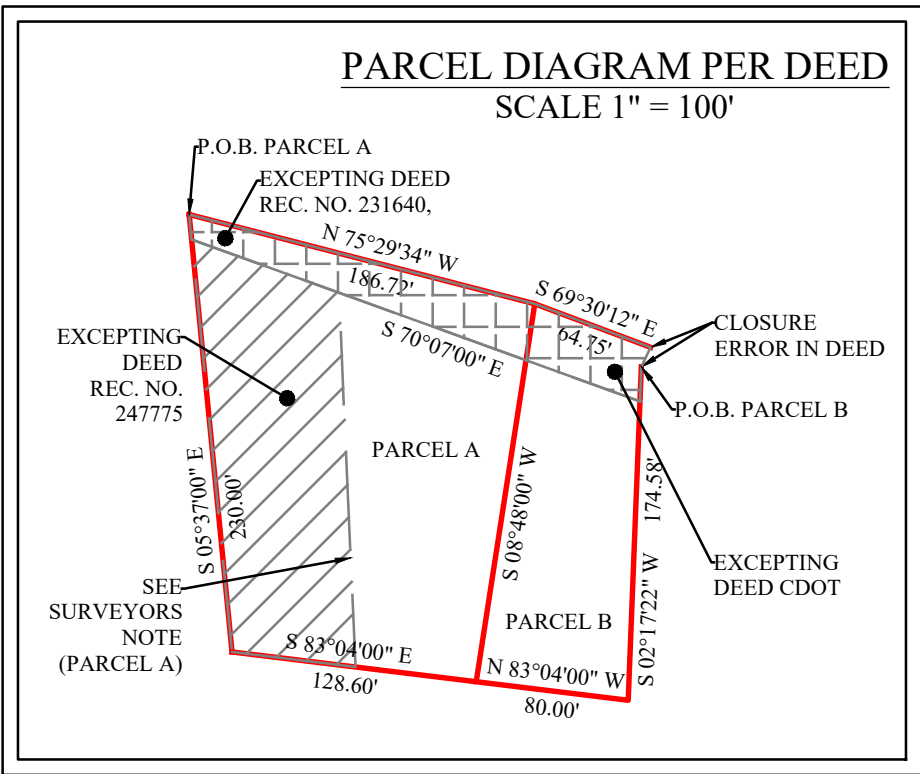
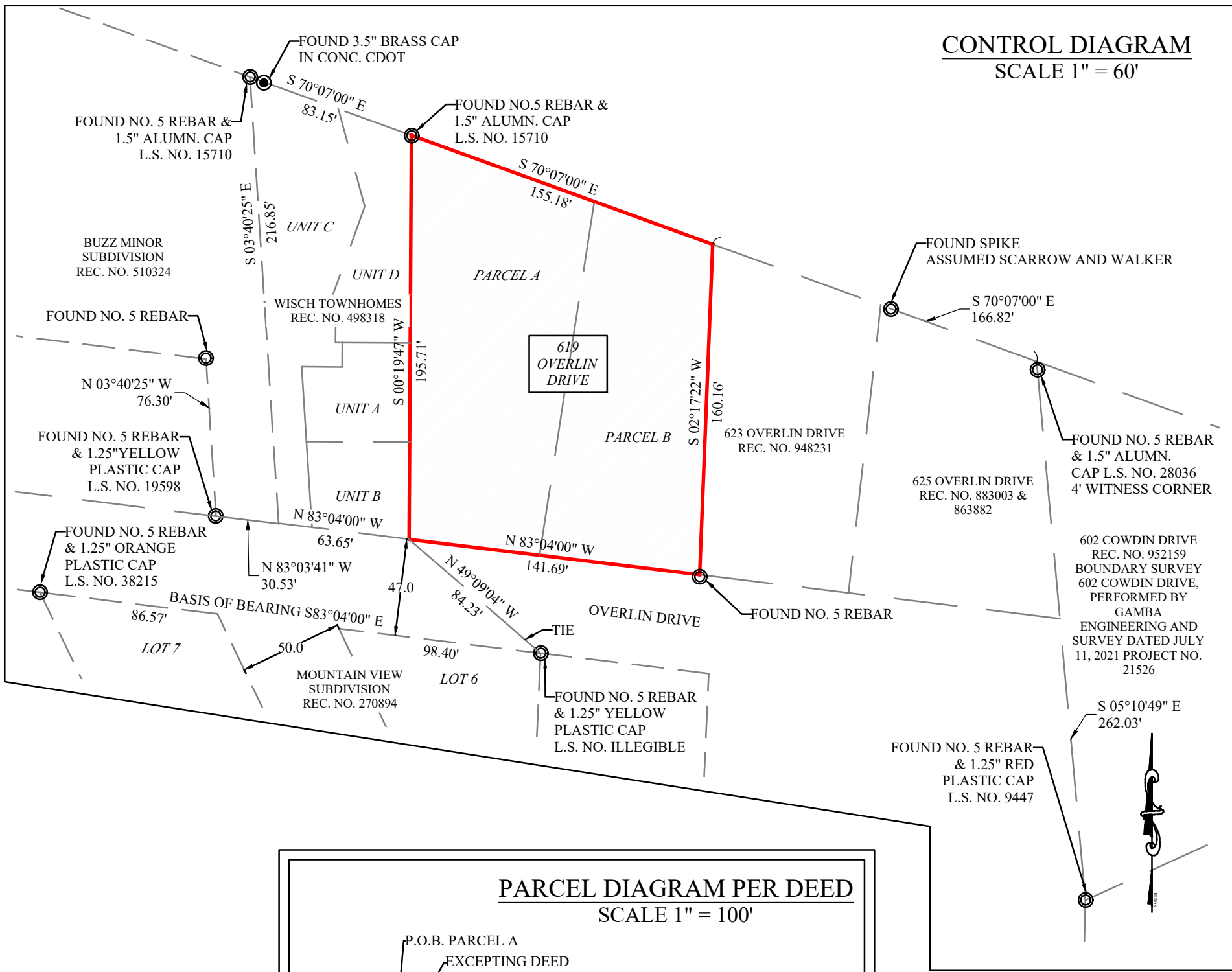
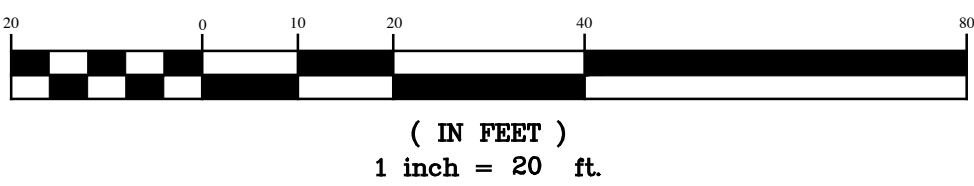
DEPOSITED THIS _____ DAY OF _____, 2024, AT _____, M., IN THE GARFIELD COUNTY INDEX FOR INFORMATIONAL LAND SURVEY PLATS UNDER RECEPTION NO. _____.

BY: _____
COUNTY SURVEYOR

DATE: _____

FILING INFORMATION: SECTION 9, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE SIXTH PRINCIPAL MERIDIAN.

GRAPHIC SCALE



IMPROVEMENT SURVEY STATEMENT

I HEREBY STATE THAT THIS IMPROVEMENT SURVEY WAS PREPARED BY DRAKE CONSULTING, INC. FOR 619 OVERLIN DRIVE, LLC, THE ESTATE OF ROSIE B. FERRIN & TITLE COMPANY OF THE ROCKIES.

I FURTHER STATE THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, APRIL 29, 2024, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED. I FURTHER STATE THAT I HAVE EXAMINED THE TITLE COMMITMENT PREPARED BY TITLE COMPANY OF THE ROCKIES, COMMITMENT NO. 0604617-C6, EFFECTIVE DATE APRIL 12, 2024, AND FIND ALL EXCEPTIONS TO TITLE THAT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON TO THE BEST OF MY KNOWLEDGE AND BELIEF.

TRAVIS J. KAISER,
COLORADO P.L.S. NO. 38294
FOR, AND ON BEHALF OF DRAKE CONSULTING, INC.



PROPERTY DESCRIPTION

PER TITLE COMMITMENT NO. 0604617-C6

PARCEL A:

A TRACT OF LAND SITUATED IN THE SE 1/4 NW 1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6" P.M. AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BANK OF THE COLORADO RIVER WHENCE THE SOUTHWEST CORNER OF SAID SE1/4NW1/4 BEARS S. 29°42' W. 698.6 FEET; THENCE S. 5°37' E. 230 FEET; THENCE S. 83°04' E. 128.6 FEET; THENCE N. 8°48' E. 200 FEET TO THE SOUTHERLY BANK OF THE COLORADO RIVER AND THENCE NORTHERLY AND WESTERLY ALONG THE SOUTHERLY BANK OF THE COLORADO RIVER TO THE POINT OF BEGINNING, LESS ALL THAT PORTION THEREOF HERETOFORE CONVEYED BY QUIT CLAIM DEED RECORDED AS DOCUMENT NO. 247775 IN BOOK 414 AT PAGE 138. EXCEPT ALL PORTIONS THEREOF HERETOFORE CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, IN DEED RECORDED AS DOCUMENT NO. 231640 IN BOOK 369 AT PAGE 490.

PARCEL B:

A PARCEL OF LAND IN THE CITY OF GLENWOOD SPRINGS, COLORADO, BEING SITUATED IN THE SE1/4NW1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE 6TH P.M., LYING SOUTHERLY OF THE COLORADO RIVER AND NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF A ROADWAY AS CONSTRUCTED AND IN PLACE, SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BANK OF THE COLORADO RIVER WHENCE THE SOUTHWEST CORNER OF SAID SE1/4NW1/4 BEARS S. 69°30'12" E. 159.00 FEET AND S. 57°25'00" W. 878.90 FEET; THENCE S. 02°17'22" W. 174.58 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ROADWAY; THENCE N. 83°04'00" W. 80.00 FEET ALONG SAID ROADWAY; THENCE N. 08°48'00" E. 200.00 FEET TO A POINT ON THE SOUTHERLY BANK OF SAID RIVER; THENCE S. 69°30'12" E. 64.75 FEET ALONG THE SOUTHERLY BANK OF SAID RIVER, TO THE POINT OF BEGINNING. EXCEPT ALL PORTIONS THEREOF HERETOFORE CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, IN DEED RECORDED AS DOCUMENT NO. 231640 IN BOOK 369 AT PAGE 490.

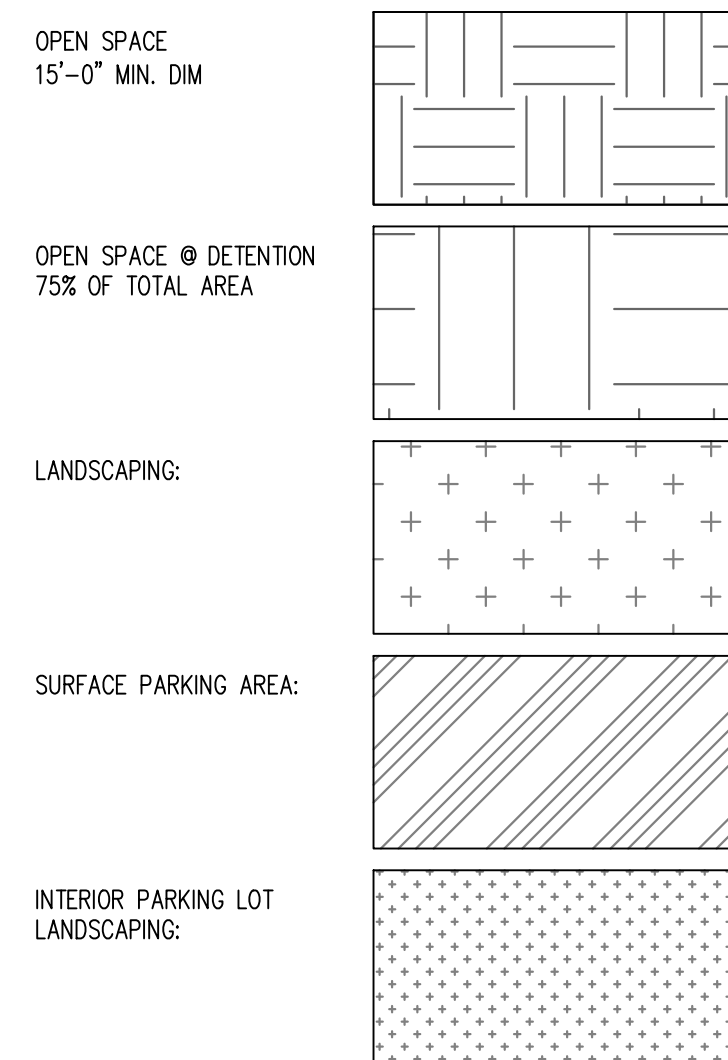
COUNTY OF GARFIELD,
STATE OF COLORADO.

ABBREVIATION	
LS	LICENSED SURVEYOR
NO.	NUMBER
ALUMN.	ALUMINUM
AC	ACRE
(TYP)	TYPICAL
CONC.	CONCRETE
REC.	RECEPTION

Drake Consulting, Inc.

Land Surveying
PO Box 709 Rifle, CO 81650
Phone 970-987-1389
www.DrakeConsulting.CO

Drawn By:	TJK	NO.	Date	Revision	By
Checked By:	TJK				
Date:	MAY 13, 2024				
Computer File:	CAD/24/021.DWG				
619 OVERLIN DRIVE, LLC 619 OVERLIN DRIVE, GLENWOOD SPRINGS IMPROVEMENT SURVEY PLAT					
Project NO. 24021					
1 OF 1					



OPEN SPACE REQUIRED: 20% OF DEVELOPABLE AREA =		5,122.6 SF
OPEN SPACE PROPOSED: OPEN SPACE W/ 15'-0" MIN WIDTH =		4,260 SF
OPEN SPACE @ DETENTION AREA (75%) =		1,095 SF
TOTAL =		5,355 SF
LANDSCAPING REQUIRED: 20% OF DEVELOPABLE AREA (TOTAL) =		5,122.6 SF
PARKING LANDSCAPING: TOTAL SURFACE PARKING AREA =		2,815 SF
10% OF TOTAL SURFACE PARKING AREA =		282 SF
(CAN BE INCL. IN TOTAL LANDSCAPING)		
INTERIOR PARKING LOT LANDSCAPING: MINIMUM =		150 SF
(INCL. IN PARKING LANDSCAPING)		
LANDSCAPING PROPOSED: AREAS W/OUT PARKING =		5,470 SF
PARKING LOT LANDSCAPING =		690 SF
TOTAL =		6,160 SF
INTERIOR PARKING LOT LANDSCAPING =		690 SF

1
A1.2 OPEN SPACE & LANDSCAPE CALCULATIONS
1" = 10'-0"

LKSM
DESIGN
PO Box 9195
Avon, Colorado 81620
970.376.6623
lmayer@lksmdesign.com

**RESIDENTIAL DEVELOPMENT
@ 619 OVERLIN DRIVE**
TRACT OF LAND IN SE¹₄, NW¹₄ OF SECTION 9, TWP 6 SOUTH, RANGE 89 WEST OF THE
6TH PRINCIPAL MERIDIAN - GLENWOOD SPRINGS, CO

ISSUED:	DATE:
SCHEMATIC SITE	9.18.24
SCHEMATIC SITE	10.2.24
SCHEMATIC DRAFT	10.10.24
SITE LIGHTING	10.14.24
PLANNING APP.	10.22.24
PLANNING REV.	12.5.24

© COPYRIGHT 2024 LKSM Design, P.C.

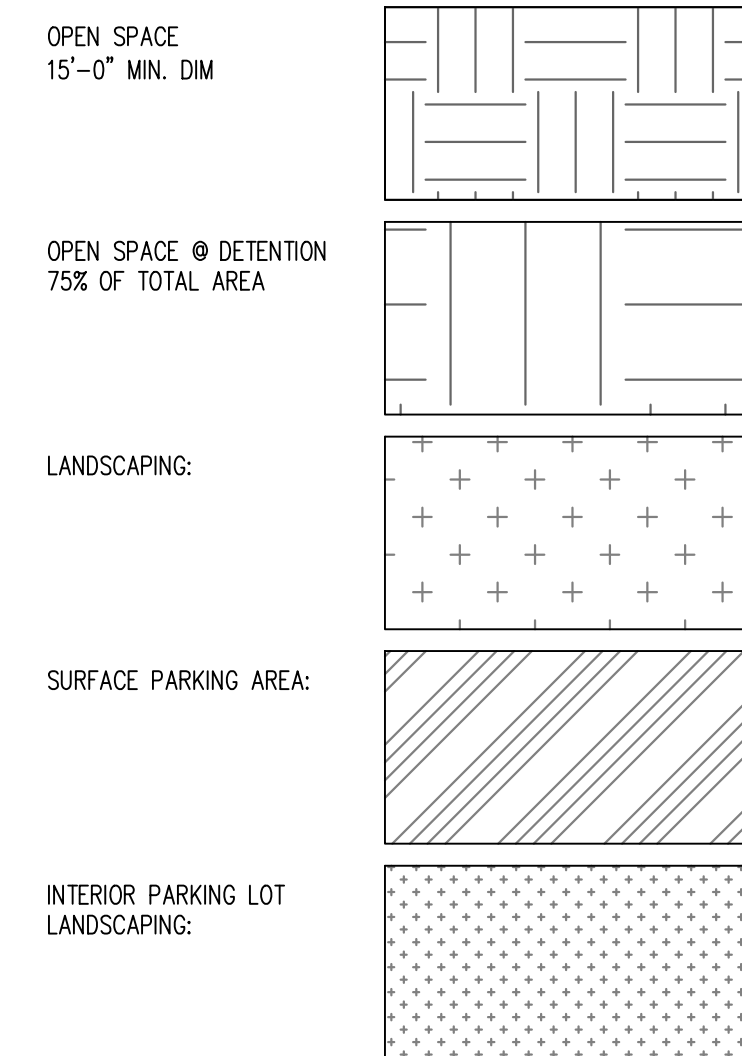
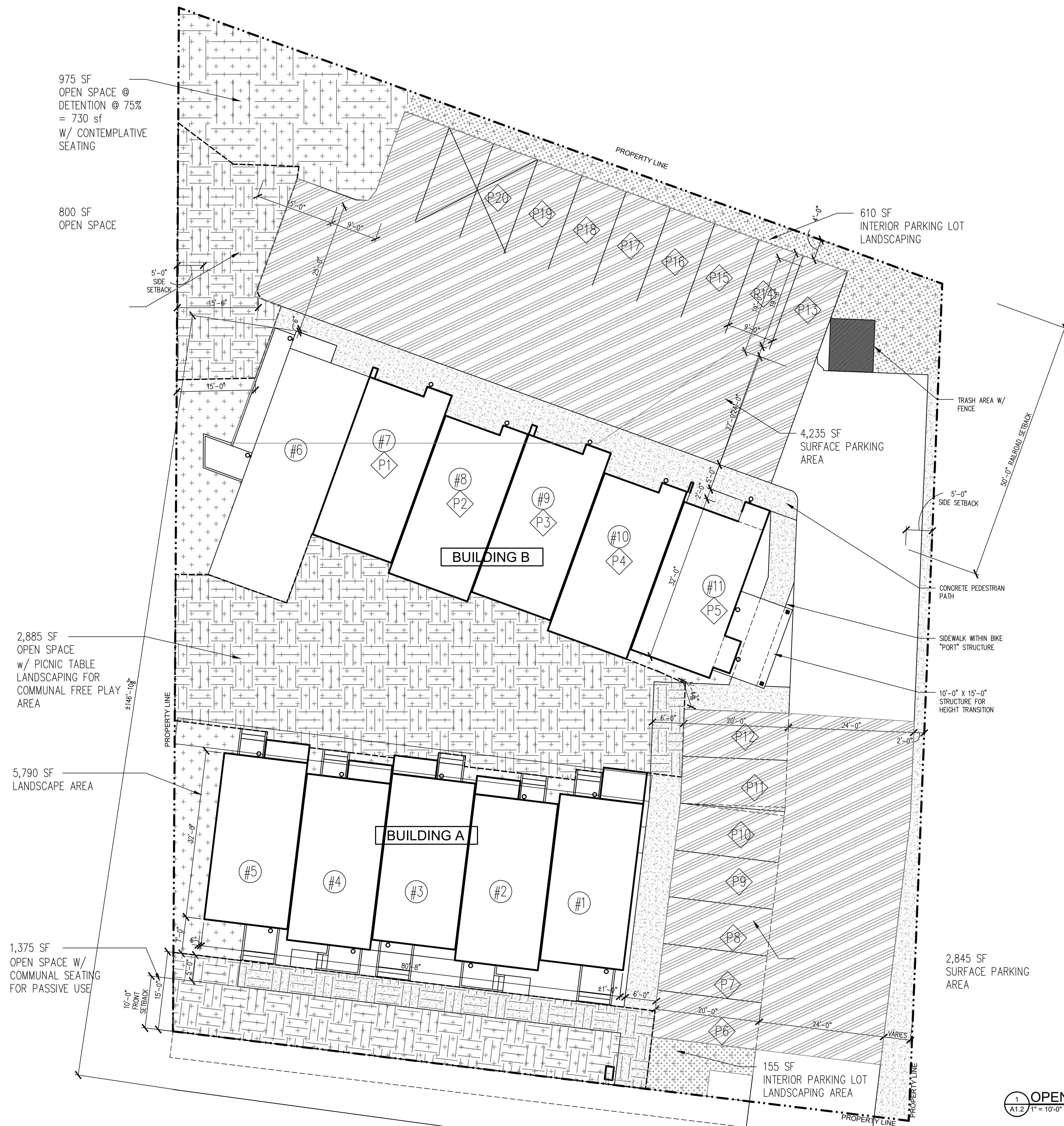
TITLE:
OPEN SPACE &
LANDSCAPE DIAGRAM

A1.2

SCALE:
PROJECT NO.: 24-10



NOT FOR CONSTRUCTION



OPEN SPACE REQUIRED: 20% OF DEVELOPABLE AREA =		5,122.6 SF
OPEN SPACE PROPOSED: OPEN SPACE W/ 15'-0" MIN WIDTH =		5,060 SF
OPEN SPACE @ DETENTION AREA (75%) =		730 SF
TOTAL =		5,790 SF
LANDSCAPING REQUIRED: 20% OF DEVELOPABLE AREA (TOTAL) =		5,122.6 SF
PARKING LANDSCAPING: TOTAL SURFACE PARKING AREA =		7,080 SF
10% OF TOTAL SURFACE PARKING AREA =		708 SF
(CAN BE INCL. IN TOTAL LANDSCAPING)		
INTERIOR PARKING LOT LANDSCAPING: MINIMUM =		150 SF
(INCL. IN PARKING LANDSCAPING)		
LANDSCAPING PROPOSED: AREAS W/OUT PARKING =		5,025 SF
PARKING LOT LANDSCAPING =		765 SF
TOTAL =		5,790 SF
INTERIOR PARKING LOT LANDSCAPING =		765 SF

RESIDENTIAL DEVELOPMENT
@ 619 OVERLIN DRIVE

LKSM
DESIGN

PO Box 9195
Avon, Colorado 81620
970.376.6623
lmayer@lksmdesign.com

TRACT OF LAND IN SE₄, NW₄ OF SECTION 9, TWP 6 SOUTH, RANGE 89 WEST OF THE
6TH PRINCIPAL MERIDIAN - GLENWOOD SPRINGS, CO

ISSUED:	DATE:
SCHEMATIC SITE	9.18.24
SCHEMATIC SITE	10.2.24
SCHEMATIC DRAFT	10.10.24
SITE LIGHTING	10.14.24
PLANNING APP.	10.22.24
DRAFT CIVIL REV.	1.3.25

TITLE:
OPEN SPACE &
LANDSCAPE DIAGRAM

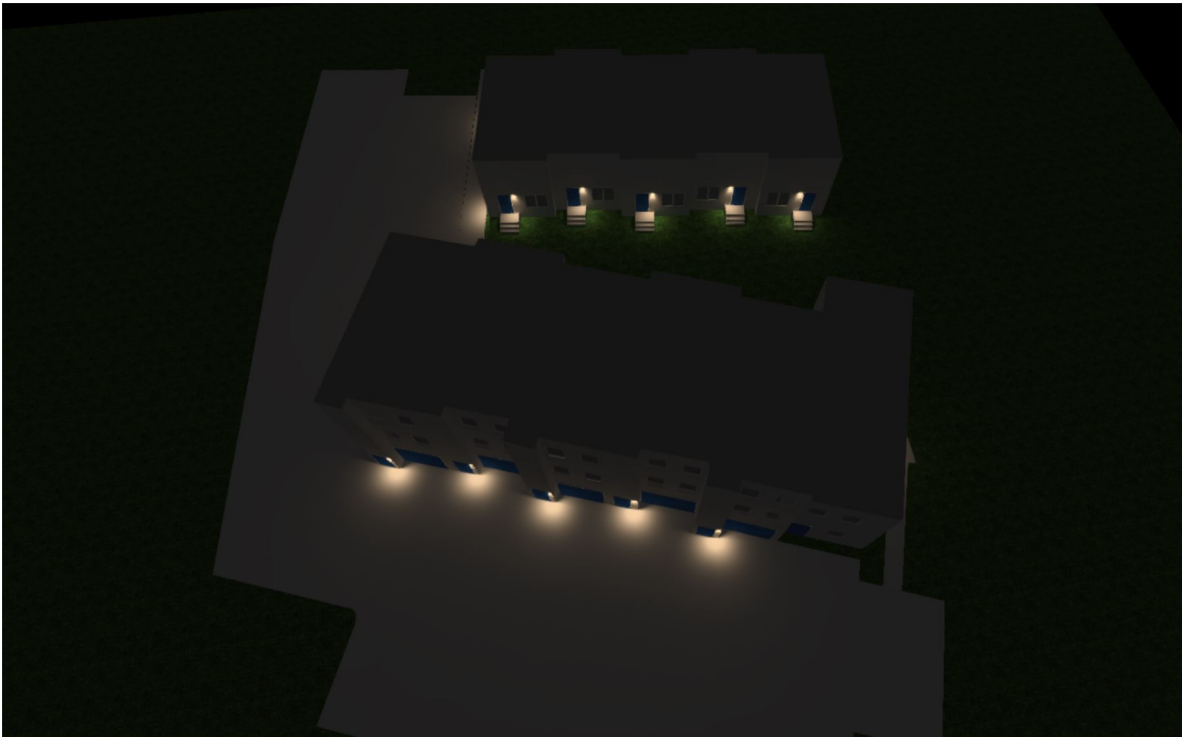
A1.2

SCALE:
PROJECT NO.: 24-10

1
A1.2
OPEN SPACE & LANDSCAPE CALCULATIONS
1" = 10'-0"



NOT FOR CONSTRUCTION



619 Overlin Street, Glenwood Springs

Table of Contents

Cover 1

Table of Contents 2

Luminaire list 3

Site 1

Images 4

Calculation objects / Light scene 1 8

Walkway 1 / Light scene 1 / Perpendicular illuminance (adaptive) 10

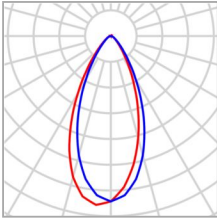
Parking / Light scene 1 / Perpendicular illuminance (adaptive) 11

Luminaire list

Φ_{total}
6498 lm

P_{total}
123.5 W

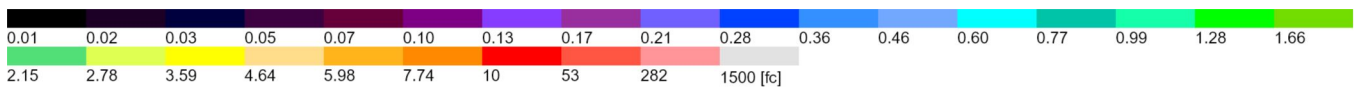
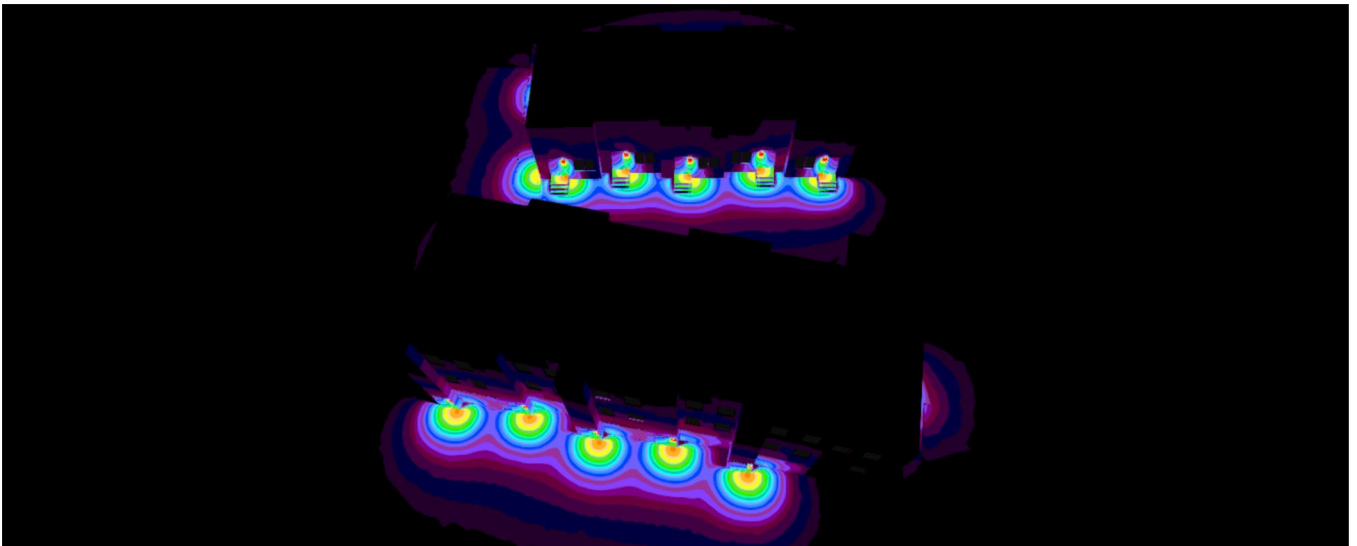
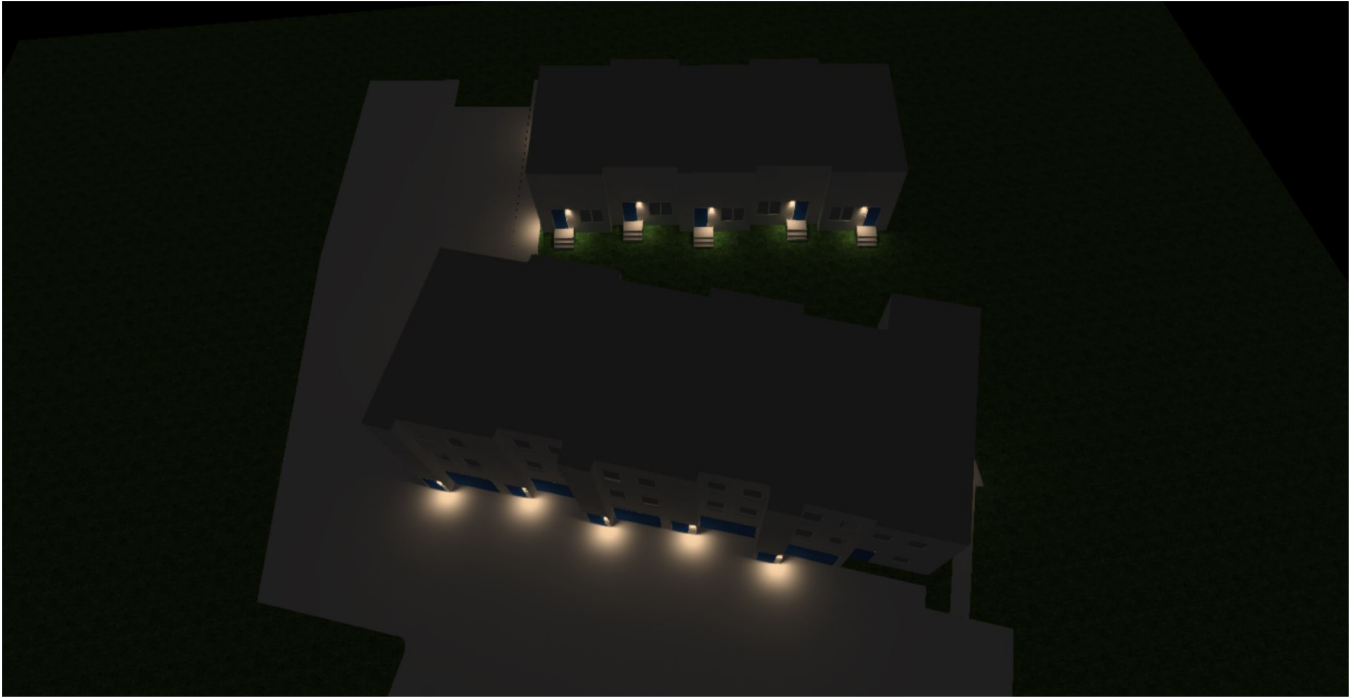
Luminous efficacy
52.6 lm/W



pcs.	19	P	6.5 W
Manufacturer	HINKLEY	Φ_{Lamp}	342 lm
Article No.	N/A	$\Phi_{\text{Luminaire}}$	342 lm
Article name	Tetra 28910BK-LL	η	100.00 %
Fitting	1x	Luminous efficacy	52.6 lm/W
		CCT	3000 K
		CRI	100

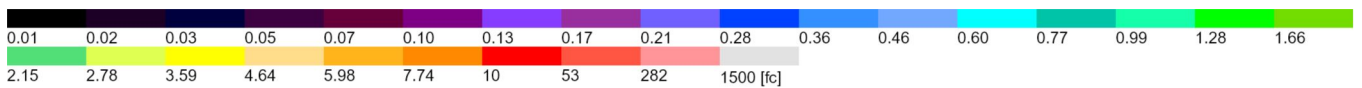
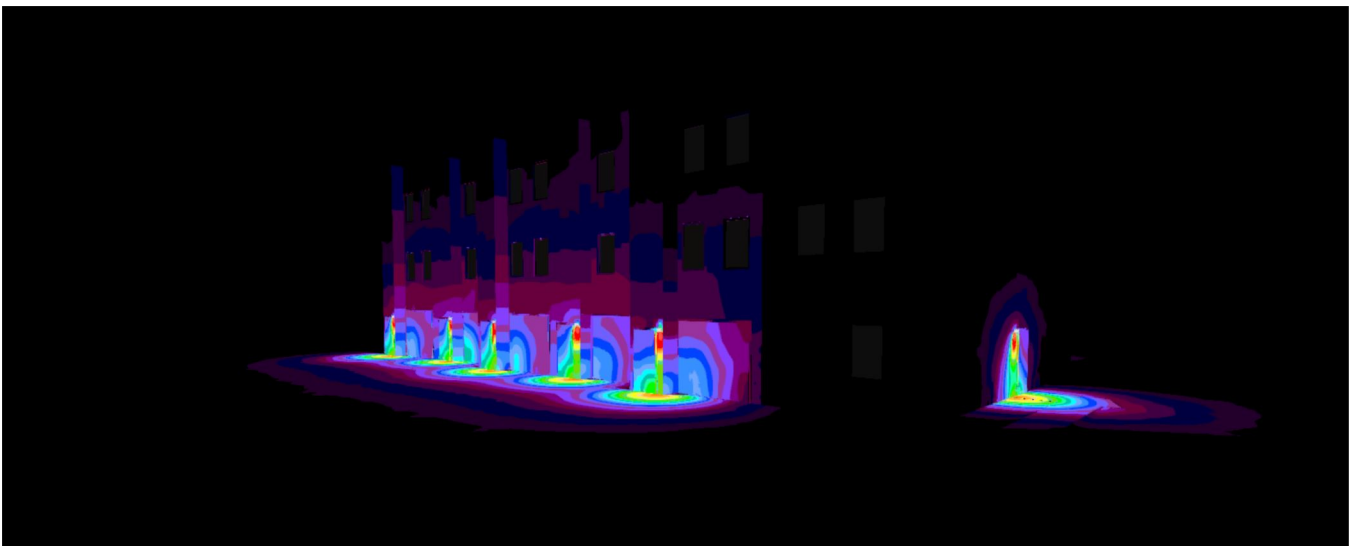
Site 1

View 1



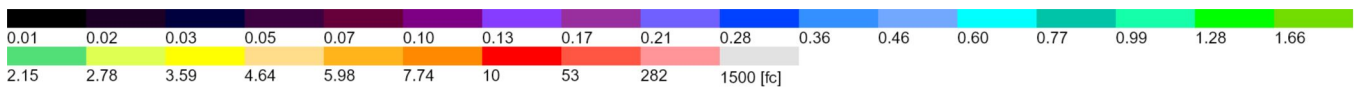
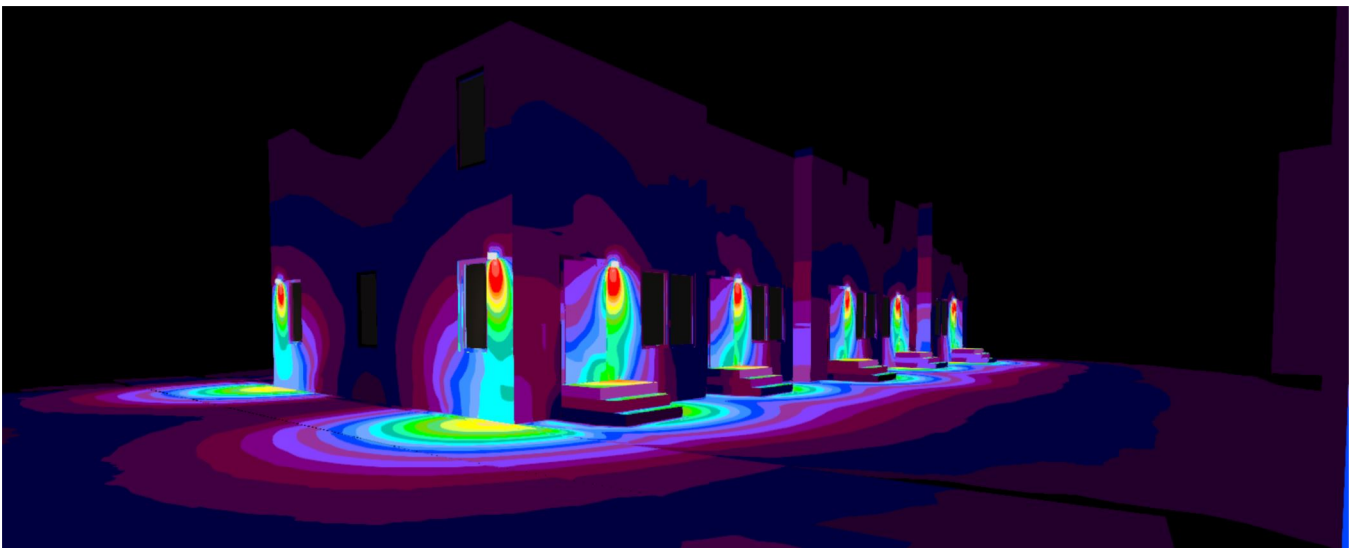
Site 1

View 2



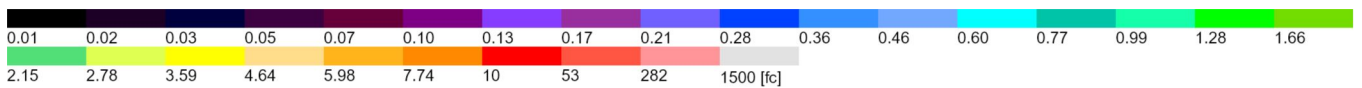
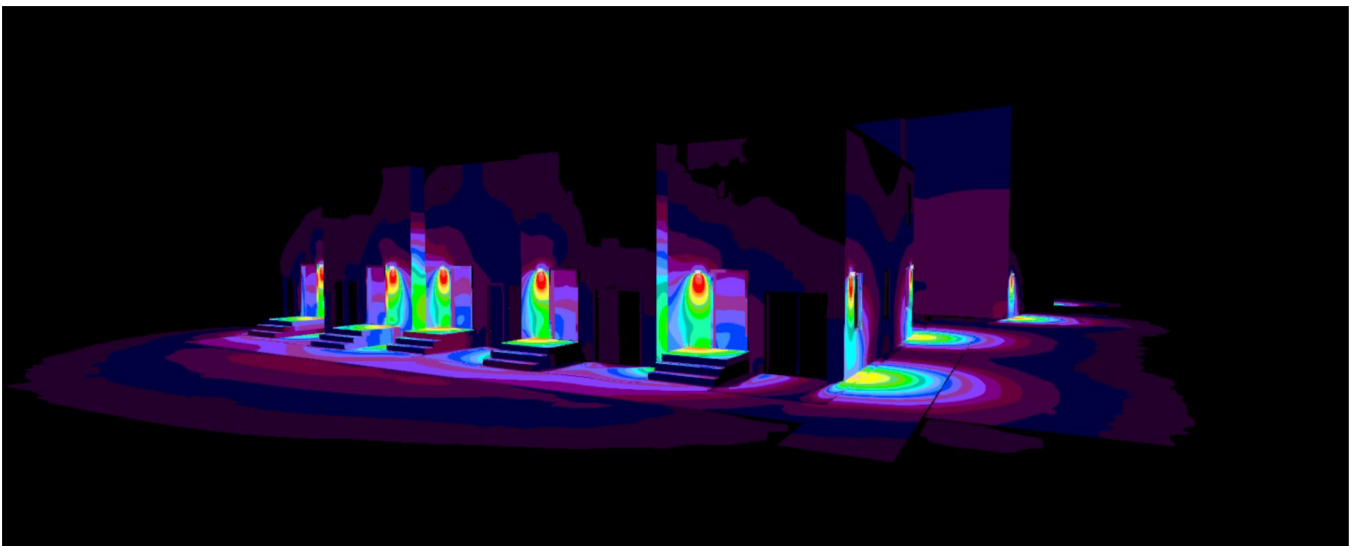
Site 1

View 3



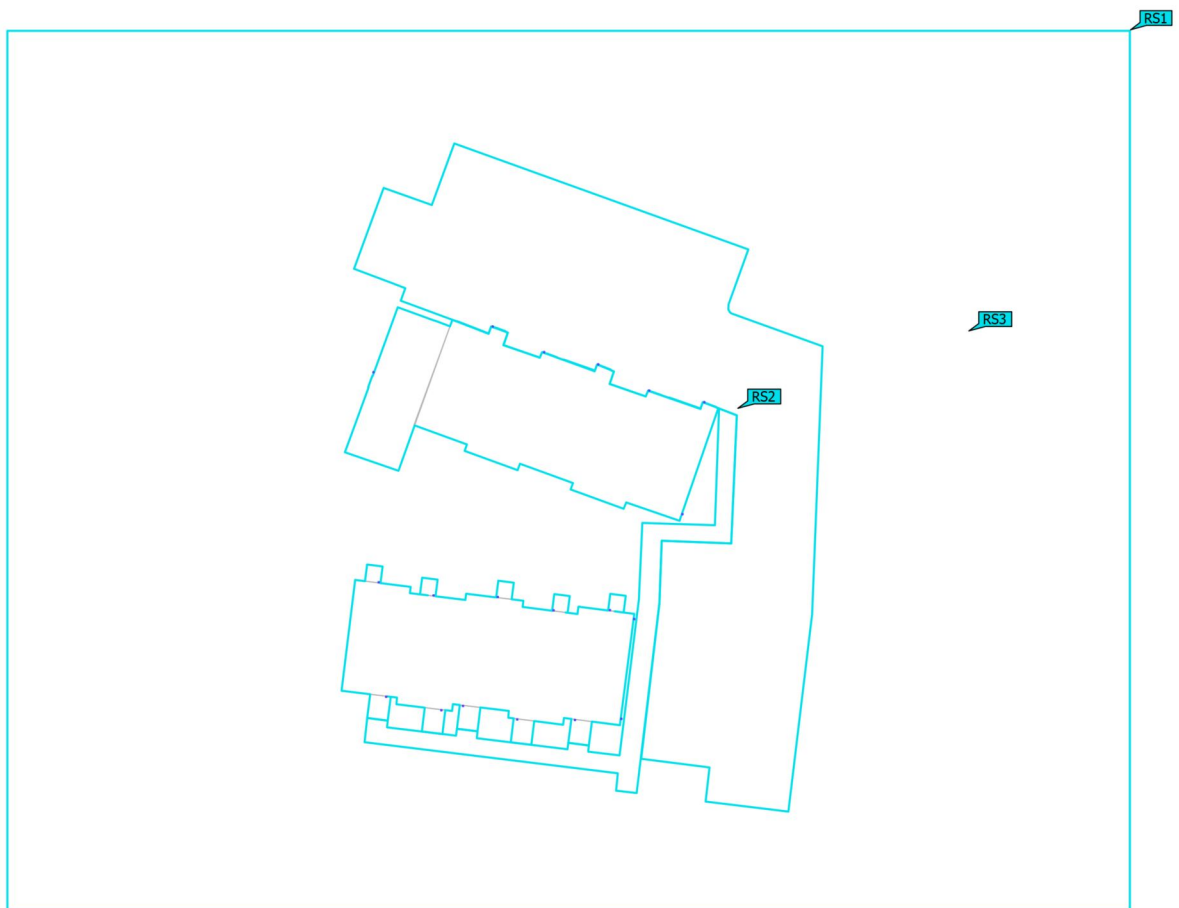
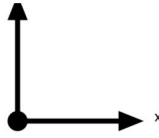
Site 1

View 4



Site 1 (Light scene 1)

Calculation objects



Site 1 (Light scene 1)

Calculation objects

Surface result objects

Properties	Ø	min	max	U _o (g ₁)	g ₂	Index
Exterior Perpendicular illuminance (adaptive) Height: 0.000 ft	0.016 fc	0.00 fc	8.08 fc	0.00	0.00	RS1
Exterior Luminance Height: 0.000 ft	0.005 cd/m ²	0.00 cd/m ²	2.49 cd/m ²	-	0.00	RS1
Walkway 1 Perpendicular illuminance (adaptive) Height: 0.020 ft	0.28 fc	0.005 fc	4.98 fc	0.017	0.001	RS2
Walkway 1 Luminance Height: 0.020 ft	0.67 cd/m ²	0.011 cd/m ²	11.9 cd/m ²	0.016	0.001	RS2
Parking Perpendicular illuminance (adaptive) Height: 0.020 ft	0.11 fc	0.001 fc	8.38 fc	0.005	0.000	RS3
Parking Luminance Height: 0.020 ft	0.27 cd/m ²	0.001 cd/m ²	20.1 cd/m ²	0.004	0.000	RS3

Utilisation profile: DIALux presetting (5.1.4 Standard (outdoor transportation area))

Site 1 (Light scene 1)
Walkway 1

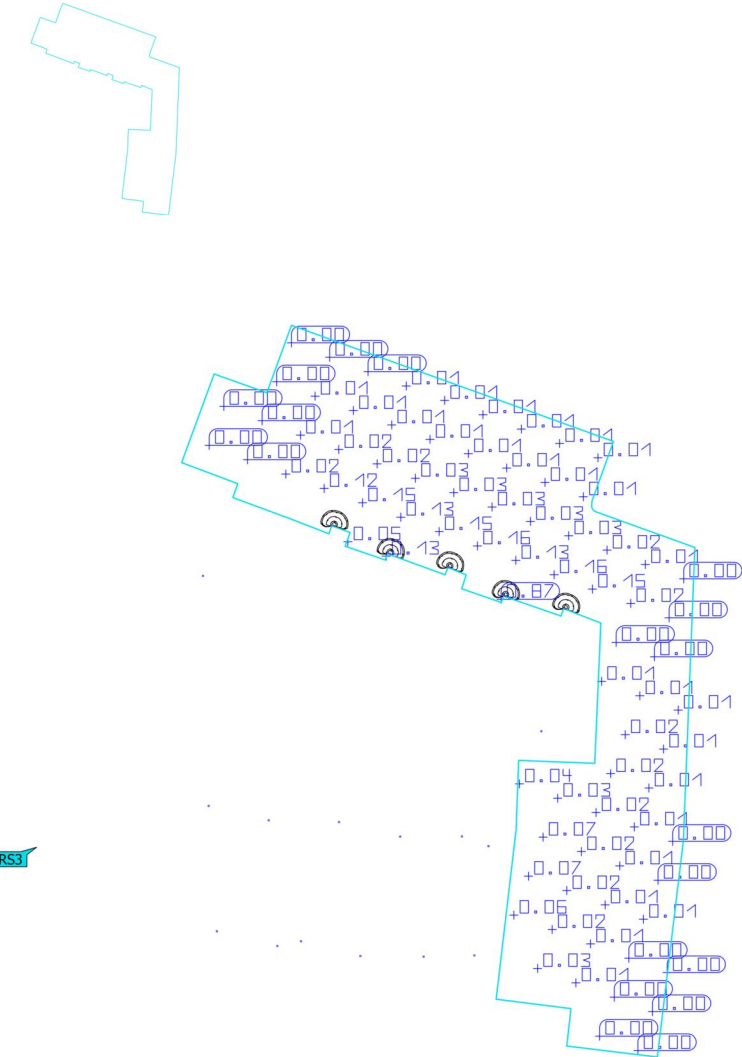


Properties	$\bar{E}$	E_{min}	E_{max}	$U_o (g_1)$	g_2	Index
Walkway 1 Perpendicular illuminance (adaptive) Height: 0.020 ft	0.28 fc	0.005 fc	4.98 fc	0.017	0.001	RS2

Utilisation profile: DIALux presetting (5.1.4 Standard (outdoor transportation area))

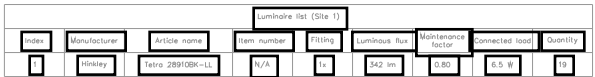
Site 1 (Light scene 1)

Parking



Properties	$\bar{E}$	E_{min}	E_{max}	$U_o (g_1)$	g_2	Index
Parking Perpendicular illuminance (adaptive) Height: 0.020 ft	0.11 fc	0.001 fc	8.38 fc	0.005	0.000	RS3

Utilisation profile: DIALux presetting (5.1.4 Standard (outdoor transportation area))



REV	COMMENTS		DATE
CUSTOMER:	Durkin Street, Glenwood Springs	SCALE :	PAPER SIZE
AREA:	M.M.	1-1/2"x10"	A3
1		DRAWN BY :	REV
		22.10.24	A



**MOUNTAIN CROSS
ENGINEERING, INC.**

Civil and Environmental Consulting and Design

October 21, 2024

Integrated Mountain Properties
c/o Mr. Ben West
619 Overlin Drive
Glenwood Springs, CO 81601

RE: Traffic Assessment – Redevelopment 619 Overlin Drive, Glenwood Springs

Dear Ben:

The purpose of this Traffic Assessment is to document the projected traffic trips that can be anticipated by the proposed redevelopment of the property at 619 Overlin Drive in Glenwood Springs. A Traffic Assessment is required by the City of Glenwood Springs for a proposed development that is expected to generate less than 20 peak hour trips from residential sites. The abbreviation for vehicles per hour (vph) is used throughout this letter.

This letter of assessment will provide information concerning a project introduction, site location and zoning, trip generation calculations, trip distribution, trip assignment, and modal split, existing and projected traffic volumes, parking supply, accessibility plan, and conclusions.

I. PROJECT INTRODUCTION

The project proposes to construct 11 residential units in two buildings in a townhome arrangement. Each unit will typically have a first and second floor.

II. SITE LOCATION AND ZONING

The project is located at 619 and 621 Overlin Drive. The two existing residences on the properties will be demolished. The current zoning is Residential High Density. Overlin Drive is located to the south and across the street are apartments; existing single-family residences are located to the east and west; and the railroad and Colorado River are located to the north.

III. TRIP GENERATION

Traffic trips were calculated based on the Trip Generation Manual, Tenth Edition, by the Institute of Transportation Engineers, 2017. The proposed residential use will be 11 units in two townhome styled buildings. Multiple possible trip studies were evaluated for applicability to the residential portion including, Single-Family Detached, Multifamily Housing (Low-Rise), and Multifamily Housing (Mid-Rise). The Multifamily Housing (Low-Rise) was determined to be the most congruent and was selected for this assessment.

Trip generation study for Multifamily Housing (Low-Rise) (220) was used on a: “Weekday, PM Peak Hour of Generator” for estimating peak hour trips for the units:

Multifamily Housing (Low-Rise) (220)

Vehicle Trip Ends vs. Dwelling Units

Weekday PM Peak Hour of Generator

(59% entering, 41% exiting)

Average Rate of 0.67 trips/unit = $0.67 * (11 \text{ Dwelling Units}) \Rightarrow 7.37$; Use 8 Trips

No reductions were taken to the estimated trip generation although some may be warranted since there are two existing houses on the lot that would yield a net gain of 9 dwelling units, instead of 11 units. According to the ITE Trip Studies, the PM peak generates slightly more trips than does the AM peak so the PM peak was used in this assessment.

IV. TRIP DISTRIBUTION, TRIP ASSIGNMENT, AND MODAL SPLIT

TRIP DISTRIBUTION

The Trip Generation Manual estimates trip distribution for the associated uses at the “PM Peak Hour of Generator”:

Multifamily Housing (Low-Rise) (220) $\Rightarrow$ 8 Total PM Trips

(59% entering * 8 Trips) = 4.7; 5 Trips entering

(41% exiting * 8 Trips) = 3.3; 4 Trips exiting

TRIP ASSIGNMENT

The trip assignment for the project was assumed to be 100% towards the east on Overlin Drive because the downtown core, major road intersections, and schools are that direction. Towards the west is an awkward intersection with Midland and it is assumed that traffic would still choose to head east, even though there could be trips generated from businesses that are located to the west, because the intersection with 8th Street is easier to negotiate. Those percentages would yield the following movements:

Exiting:

- 4 Trips turning left, headed eastbound on Overlin Drive.
- 0 Trips turning right, headed westbound on Overlin Drive.

Entering:

- 5 Trips turning right into project from westbound Overline Drive.
- 0 Trips turning left into project from eastbound Overlin Drive.

MODAL SPLIT

Although the site is located close to trails and bus stops, no modal splits were assumed.

Mountain Cross Engineering, Inc.

Civil and Environmental Consulting and Design

826 ½ Grand Avenue, Glenwood Springs, CO 81601

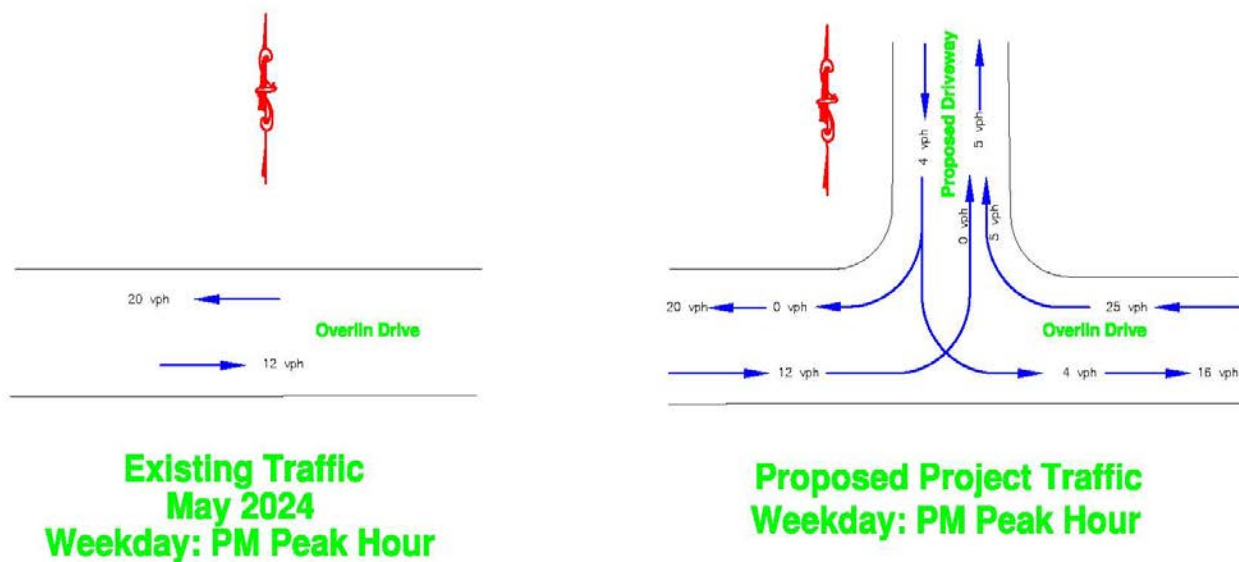
P: 970.945.5544 F: 970.945.5558 www.mountaincross-eng.com

V. EXISTING AND PROJECTED TRAFFIC VOLUMES

Traffic data was researched for Overlin. The City of Glenwood Springs had performed counts recently on Overlin Drive almost directly in front of the proposed project in May of 2024. In that study, the traffic counts confirm the PM peak as the larger peak traffic period. Attached is the data from that study. The largest PM peak on Overlin Drive was on May 9 and this was:

Eastbound Overlin Drive PM Peak hour traffic: 12 vph
Westbound Overlin Drive PM Peak hour traffic: 20 vph

Based on the above, the following figures summarize the existing traffic and the projected traffic on Overlin Drive:



PROPOSED PARKING SUPPLY

Parking spaces required by the Code are 20 parking spaces, which are provided.

ACCESSIBILITY PLAN

ADA requirements are for 1 parking space if less than 25 stalls. One ADA parking stall is proposed. Accessibility ramps will be provided.

VI. CDOT

The project connector street does not connect to a CDOT street. The next adjacent CDOT intersection would be with Grand Avenue at Eight Street. The increased traffic from this project would not exceed the threshold for requiring a new access permit. No CDOT comment are anticipated.

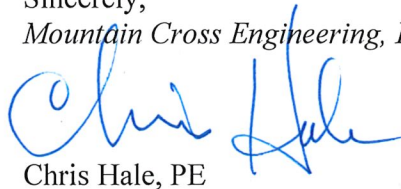
VII. CONCLUSIONS

The City of Glenwood Springs requires that a Traffic Assessment be prepared to evaluate project traffic that is anticipated. Based on the analysis above, the project has the potential to increase traffic by 25% during the PM peak hour. For reasons discussed above, this is believed to be conservative and the actual traffic is anticipated to be less. However, the existing background traffic volume is low and the increase in traffic is not likely to be noticeable by motorists.

The conclusions and opinions that are expressed above are based on the information available at the time of preparation of this report. Any additional information presented afterward may require that these opinions and the recommendations be modified.

Thank you for the opportunity to provide this report. Feel free to call if you have any questions, concerns, or comments.

Sincerely,
Mountain Cross Engineering, Inc.


Chris Hale, PE



Attachment



DATE	10/16/24
SCALE	1" = 50'
ENGINEER	Chris Hale
DWG FILE	Drainage
JOB	591-001

FIGURE 1

619 Overlin Drive



**MOUNTAIN CROSS
ENGINEERING, INC.**

Civil and Environmental Consulting and Design
826 1/2 Grand Avenue Glenwood Springs, CO 81601
ph 970.945.5544 fx 970.945.5558 www.mountaincross-eng.com



City of Glenwood Springs
Engineering Department
101 W. 8th Street
81601

Site Code: 0032

Station ID: 32

Location 1: Cowdin, E/o Overlin

Location 2: 623 Overlin

Location 3:

Location 4:



Comment 1: Lane 1 - Westbound

Comment 2: Lane 2 - Eastbound

Comment 3:

Comment 4:

Latitude: 0.000000

Longitude: 0.000000

5/6/2024	5/6/2024		5/7/2024		5/8/2024		5/9/2024		5/10/2024		Weekday Average		5/11/2024		5/12/2024	
Time	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction
	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2
12:00 AM	*	*	*	*	*	*	*	*	1	0	1	0	0	0	3	2
1:00	*	*	*	*	*	*	*	*	0	2	0	2	1	0	3	0
2:00	*	*	*	*	*	*	*	*	1	0	1	0	0	0	3	0
3:00	*	*	*	*	*	*	*	*	0	0	0	0	0	1	0	1
4:00	*	*	*	*	*	*	*	*	1	1	1	1	0	0	0	1
5:00	*	*	*	*	*	*	*	*	1	7	1	7	1	2	0	1
6:00	*	*	*	*	*	*	*	*	2	8	2	8	1	2	0	1
7:00	*	*	*	*	*	*	*	*	2	15	2	15	3	12	3	4
8:00	*	*	*	*	*	*	*	*	5	9	5	9	2	11	3	7
9:00	*	*	*	*	*	*	*	*	3	9	3	9	3	9	5	8
10:00	*	*	*	*	*	*	*	*	5	5	5	5	3	7	8	14
11:00	*	*	*	*	*	*	*	*	7	7	7	7	10	6	6	6
12:00 PM	*	*	*	*	*	*	*	*	2	6	2	6	6	9	1	8
1:00	*	*	*	*	*	*	*	*	8	11	8	11	5	7	7	11
2:00	*	*	*	*	*	*	5	6	12	5	8	6	5	7	6	6
3:00	*	*	*	*	*	*	4	11	4	9	4	10	11	3	15	8
4:00	*	*	*	*	*	*	8	8	8	9	8	8	4	7	9	6
5:00	*	*	*	*	*	*	20	12	13	10	16	11	8	8	8	4
6:00	*	*	*	*	*	*	15	10	7	8	11	9	7	5	5	4
7:00	*	*	*	*	*	*	5	5	8	4	6	4	5	5	5	1
8:00	*	*	*	*	*	*	3	2	4	4	4	3	8	4	6	5
9:00	*	*	*	*	*	*	3	3	3	4	3	4	6	2	4	3
10:00	*	*	*	*	*	*	6	2	5	1	6	2	2	4	2	4
11:00	*	*	*	*	*	*	1	0	1	1	1	0	0	1	3	1
Total	0	0	0	0	0	0	70	59	103	135	105	137	91	112	105	106
Day	0		0		0		129		238		242		203		211	
AM Peak									11:00	7:00	11:00	7:00	11:00	7:00	10:00	10:00
Volume									7	15	7	15	10	12	8	14
PM Peak							5:00	5:00	5:00	1:00	5:00	1:00	3:00	12:00 PM	3:00	1:00
Volume							20	12	13	11	16	11	11	9	15	11

City of Glenwood Springs
Engineering Department
101 W. 8th Street
81601

Site Code: 0032

Station ID: 32

Location 1: Cowdin, E/o Overlin

Location 2: 623 Overlin

Location 3:

Location 4:



Comment 1: Lane 1 - Westbound

Comment 2: Lane 2 - Eastbound

Comment 3:

Comment 4:

Latitude: 0.000000

Longitude: 0.000000

5/13/2024	5/13/2024		5/14/2024		5/15/2024		5/16/2024		5/17/2024		Weekday Average		5/18/2024		5/19/2024	
Time	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction
	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2
12:00 AM	0	0	1	0	0	0	1	0	0	0	0	0	0	0	1	0
1:00	1	0	0	0	0	0	1	1	1	1	1	0	2	0	0	0
2:00	0	1	0	1	1	0	2	0	1	0	1	0	1	0	1	1
3:00	0	0	2	1	0	0	1	0	1	0	1	0	0	1	0	0
4:00	0	1	0	1	1	1	1	1	0	0	0	1	0	0	1	2
5:00	1	6	0	6	2	7	0	4	2	9	1	6	0	0	0	0
6:00	4	17	3	13	1	14	4	14	0	6	2	13	4	7	0	4
7:00	4	17	3	17	4	17	4	21	6	17	4	18	4	8	0	5
8:00	7	13	2	11	5	11	9	9	5	9	6	11	1	5	2	4
9:00	5	8	4	5	6	4	5	5	5	15	5	7	1	4	2	6
10:00	5	7	3	4	2	8	3	5	1	6	3	6	3	8	9	6
11:00	2	6	4	6	2	7	5	6	9	10	4	7	7	12	5	5
12:00 PM	6	5	4	6	9	6	7	10	7	11	7	8	8	4	2	6
1:00	8	10	2	4	4	12	4	4	6	7	5	7	8	7	6	6
2:00	7	7	6	6	6	7	3	3	3	7	5	6	9	11	3	11
3:00	5	9	6	16	14	9	4	6	12	15	8	11	9	8	7	9
4:00	8	10	12	6	8	14	11	11	5	10	9	10	11	5	8	2
5:00	14	13	14	5	15	8	8	9	12	10	13	9	8	11	8	3
6:00	15	10	9	6	11	13	15	8	6	4	11	8	4	2	7	4
7:00	9	5	5	7	9	6	3	3	7	6	7	5	6	4	4	5
8:00	5	5	8	1	6	6	11	12	4	4	7	6	5	7	6	4
9:00	2	2	4	3	3	1	2	2	4	6	3	3	4	3	6	2
10:00	0	0	4	1	2	1	7	2	8	2	4	1	5	5	2	1
11:00	1	0	3	0	2	0	4	1	1	0	2	0	3	1	1	0
Total	109	152	99	126	113	152	115	137	106	155	109	143	103	113	81	86
Day	261		225		265		252		261		252		216		167	
AM Peak	8:00	6:00	9:00	7:00	9:00	7:00	8:00	7:00	11:00	7:00	8:00	7:00	11:00	11:00	10:00	9:00
Volume	7	17	4	17	6	17	9	21	9	17	6	18	7	12	9	6
PM Peak	6:00	5:00	5:00	3:00	5:00	4:00	6:00	8:00	3:00	3:00	5:00	3:00	4:00	2:00	4:00	2:00
Volume	15	13	14	16	15	14	15	12	12	15	13	11	11	11	8	11

City of Glenwood Springs
Engineering Department
101 W. 8th Street
81601

Site Code: 0032
Station ID: 32
Location 1: Cowdin, E/o Overlin
Location 2: 623 Overlin
Location 3:
Location 4:



Comment 1: Lane 1 - Westbound
Comment 2: Lane 2 - Eastbound
Comment 3:
Comment 4:
Latitude: 0.000000
Longitude: 0.000000

	5/20/2024		5/21/2024		5/22/2024		5/23/2024		5/24/2024		Weekday Average		5/25/2024		5/26/2024	
Time	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction	Direction
	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2	X, Lane 1	X, Lane 2
12:00 AM	0	0	*	*	*	*	*	*	*	*	0	0	*	*	*	*
1:00	0	0	*	*	*	*	*	*	*	*	0	0	*	*	*	*
2:00	0	0	*	*	*	*	*	*	*	*	0	0	*	*	*	*
3:00	0	0	*	*	*	*	*	*	*	*	0	0	*	*	*	*
4:00	0	0	*	*	*	*	*	*	*	*	0	0	*	*	*	*
5:00	0	3	*	*	*	*	*	*	*	*	0	3	*	*	*	*
6:00	3	12	*	*	*	*	*	*	*	*	3	12	*	*	*	*
7:00	8	15	*	*	*	*	*	*	*	*	8	15	*	*	*	*
8:00	1	5	*	*	*	*	*	*	*	*	1	5	*	*	*	*
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Total	12	35	0	0	0	0	0	0	0	0	12	35	0	0	0	0
Day	47		0		0		0		0		47		0		0	
AM Peak	7:00	7:00									7:00	7:00				
Volume	8	15									8	15				
PM Peak																
Volume																
Comb Total	308		225		265		381		499		541		419		378	
ADT	ADT: 230		AADT: 230													



Kumar & Associates, Inc.®
Geotechnical and Materials Engineers
and Environmental Scientists

5020 County Road 154
Glenwood Springs, CO 81601
phone: (970) 945-7988
fax: (970) 945-8454
email: kaglenwood@kumarusa.com
www.kumarusa.com

An Employee Owned Company

Office Locations: Denver (HQ), Parker, Colorado Springs, Fort Collins, Glenwood Springs, and Summit County, Colorado

**SUBSOIL STUDY
FOR FOUNDATION DESIGN
PROPOSED TOWNHOME DEVELOPMENT
619 OVERLIN DRIVE
GLENWOOD SPRINGS, COLORADO**

PROJECT NO. 24-7-392

AUGUST 15, 2024

PREPARED FOR:

**619 OVERLIN DRIVE, LLC
c/o GIARD HOMES
ATTN: ROGER GIARD
1431 AIRPORT ROAD
RIFLE, COLORADO 81650
roger.giard@giardhomes.com**

TABLE OF CONTENTS

PURPOSE AND SCOPE OF STUDY	- 1 -
PROPOSED CONSTRUCTION	- 1 -
SITE CONDITIONS.....	- 1 -
FIELD EXPLORATION	- 1 -
SUBSURFACE CONDITIONS	- 2 -
FOUNDATION BEARING CONDITIONS	- 2 -
DESIGN RECOMMENDATIONS	- 3 -
FOUNDATIONS	- 3 -
FLOOR SLABS	- 4 -
UNDERDRAIN SYSTEM	- 4 -
SURFACE DRAINAGE.....	- 5 -
LIMITATIONS.....	- 5 -
FIGURE 1 - LOCATION OF EXPLORATORY BORINGS	
FIGURE 2 - LOGS OF EXPLORATORY BORINGS	
FIGURES 3 through 7 - SWELL-CONSOLIDATION TEST RESULTS	
FIGURE 8 - GRADATION TEST RESULTS	
TABLE 1- SUMMARY OF LABORATORY TEST RESULTS	

PURPOSE AND SCOPE OF STUDY

This report presents the results of a subsoil study for a proposed townhome development to be located at 619 Overlin Drive, Glenwood Springs, Colorado. The project site is shown on Figure 1. The purpose of the study was to develop recommendations for the foundation design. The study was conducted in accordance with our agreement for geotechnical engineering services to 619 Overlin Drive, LLC c/o Giard Homes dated July 3, 2024.

A field exploration program consisting of exploratory borings was conducted to obtain information on the subsurface conditions. Samples of the subsoils obtained during the field exploration were tested in the laboratory to determine their classification, compressibility or swell and other engineering characteristics. The results of the field exploration and laboratory testing were analyzed to develop recommendations for foundation types, depths and allowable pressures for the proposed building foundation. This report summarizes the data obtained during this study and presents our conclusions, design recommendations and other geotechnical engineering considerations based on the proposed construction and the subsurface conditions encountered.

PROPOSED CONSTRUCTION

Several existing buildings on the site will be removed and the site redeveloped. The proposed development will consist of 10 or 11 townhome units constructed as two separate buildings. The buildings will be two story wood frame structures over crawlspace. The site grading is expected to be minimal due to the flat nature of the site. Grading for the individual buildings is assumed to be relatively minor with cut depths between about 4 to 5 feet. We also assume relatively light foundation loadings, typical of the proposed type of construction.

If building loadings, location or grading plans change significantly from those described above, we should be notified to re-evaluate the recommendations contained in this report.

SITE CONDITIONS

The property is currently developed with two residences and a shed, located as shown on Figure 1, and associated infrastructure that will be removed for the new construction. The terrain is relatively flat with a slight slope down to the north. The site is bordered on the north by railroad tracks and embankment, on the south by Overlin Drive, and on the west and east by residences. Further to the north and east are the Colorado and Roaring Fork Rivers, respectively. The confluence of the rivers is about 300 feet northeast of the site. Vegetation at the site consists of grass and weeds with areas of deciduous trees.

FIELD EXPLORATION

The field exploration for the project was conducted on July 24, 2024. Five exploratory borings were drilled at the locations shown on Figure 1 to evaluate the subsurface conditions. The

borings were advanced with 4 inch diameter continuous flight augers powered by a truck-mounted CME-45B drill rig. The borings were logged by a representative of Kumar & Associates.

Samples of the subsoils were taken with 1¾ inch and 2 inch I.D. spoon samplers. The samplers were driven into the subsoils at various depths with blows from a 140 pound hammer falling 30 inches. This test is similar to the standard penetration test described by ASTM Method D-1586. The penetration resistance values are an indication of the relative density or consistency of the subsoils. Depths at which the samples were taken and the penetration resistance values are shown on the Logs of Exploratory Borings, Figure 2. The samples were returned to our laboratory for review by the project engineer and testing.

SUBSURFACE CONDITIONS

Graphic logs of the subsurface conditions encountered at the site are shown on Figure 2. The subsoils encountered, below about 1 to 2 feet of topsoil, consisted of interlaid very sandy silt and clay, and very silty sand underlain at depths from about 7 to 11½ feet by relatively dense, slightly silty sandy gravel and cobbles with boulders that extended down to the maximum depth drilled of 13 feet. The very sandy silt and clay soils were medium stiff, and the very silty sand soils were generally loose. Boring 5 encountered about 5 inches of driveway gravel at the surface. Drilling in the dense coarse granular soils with auger equipment was difficult due to the cobbles and boulders and drilling refusal was encountered in all borings in the deposit.

Laboratory testing performed on samples obtained from the borings included natural moisture content and density, and gradation analyses. Results of swell-consolidation testing performed on relatively undisturbed drive samples of the fine grained soils, presented on Figures 3 through 7, indicate generally moderate to high compressibility under conditions of loading and wetting with a nil to moderate compression potential. The higher compressibility with some of the sand samples may be due to partial disturbance from the sampling process. Results of gradation analyses performed on a small diameter drive sample (minus 1½-inch fraction) of the coarse granular subsoils are shown on Figure 8. The laboratory testing is summarized in Table 1.

No groundwater was encountered in the borings at the time of drilling and the subsoils were moist to slightly moist.

FOUNDATION BEARING CONDITIONS

The upper fine grained soils at the site possess low bearing capacity and, in general, moderate settlement potential. The underlying coarse granular soils possess moderately high bearing capacity and relatively low settlement potential. At assumed excavation depths, the subgrade will likely consist of the fine grained soils and/or existing fill. The fill would likely be from the current site development and is expected to be variable and generally a lower quality material.

Lightly loaded spread footings bearing on the natural fine grained soils may be feasible for foundation support with a risk of settlement. The risk of settlement is due to the variability of the soils and especially if the fine grained soils were to become wetted. To reduce the risk of settlement and building distress, we recommended a minimum 3 feet of structural fill be provided below the spread footings. The structural fill can consist of the on-site soils, excluding debris and topsoil, or of imported CDOT Class 5 or 6 aggregate base course.

Another option, with a relatively low risk of foundation settlement, is to extend the foundation bearing down to the dense coarse granular soils such as with deep spread footings or with piles or piers. Provided below are recommendations for spread footings bearing on a minimum 3 feet of compacted structural fill. If recommendations for piles or piers are desired, we should be contacted.

DESIGN RECOMMENDATIONS

FOUNDATIONS

Considering the subsurface conditions encountered in the exploratory borings and the nature of the proposed construction, we believe the buildings can be founded with spread footings bearing on a minimum 3 feet of compacted structural fill with some risk of settlement. The risk of settlement is primarily if the bearing soils below the structural fill were to become wetted and precautions should be taken to prevent wetting. Any existing fill below footing areas should also be removed as needed before the structural fill placement.

The design and construction criteria presented below should be observed for a spread footing foundation system.

- 1) Footings placed on a minimum 3 feet of properly placed and compacted structural fill should be designed for an allowable bearing pressure of 1,500 psf. Based on experience, we expect initial settlement of footings designed and constructed as discussed in this section will be about 1 inch or less. There could be some additional settlement if the bearing soils below the structural fill were to become wetted. The magnitude of the additional settlement would depend on the depth and extent of the wetting but may be on the order of ½ to possibly 1 inch depending on the site specific bearing conditions.
- 2) The footings should have a minimum width of 18 inches for continuous walls and 2 feet for isolated pads.
- 3) Exterior footings and footings beneath unheated areas should be provided with adequate soil cover above their bearing elevation for frost protection. Placement of foundations at least 36 inches below exterior grade is typically used in this area.
- 4) Continuous foundation walls should be well reinforced top and bottom to span local anomalies and better withstand the effects of some settlement such

as by assuming an unsupported length of at least 12 feet. Foundation walls acting as retaining structures should also be designed to a lateral earth pressure corresponding to an equivalent fluid unit weight of at least 55 pcf.

- 5) All existing fill, topsoil and the required depth of soil to provide a minimum 3 feet of structural fill should be removed, and the subgrade moistened and well compacted. The structural fill should extend to at least 1½ feet beyond the edges of the footings and be compacted to at least 98% standard Proctor density at a moisture content within about 2% of optimum. The structural fill can consist of the on-site fine grained soils, excluding debris and topsoil, imported CDOT Class 5 or 6 aggregate base course, or other similar material approved by us prior to placement.
- 6) A representative of the geotechnical engineer should observe all footing excavations and test structural fill compaction on a regular basis prior to concrete placement to evaluate bearing conditions.

FLOOR SLABS

The natural on-site soils, exclusive of topsoil, are suitable to support lightly loaded slab-on-grade construction. There could be some slab settlement if the subgrade were to become wetted. Providing a minimum 1½ feet depth of compacted structural fill below slabs as discussed above under “Foundation Bearing Conditions” could be done to reduce the risk of slab settlement and distress.

To reduce the effects of some differential movement, floor slabs should be separated from all bearing walls and columns with expansion joints which allow unrestrained vertical movement. Floor slab control joints should be used to reduce damage due to shrinkage cracking. The requirements for joint spacing and slab reinforcement should be established by the designer based on experience and the intended slab use. A minimum 4 inch layer of sand and gravel base course should be placed beneath slabs for support and to facilitate drainage. This material should consist of minus 2-inch aggregate with at least 50% retained on the No. 4 sieve and less than 12% passing the No. 200 sieve.

All fill materials for support of floor slabs should be compacted to at least 95% of maximum standard Proctor density at a moisture content near optimum. Required fill can consist of the on-site soils devoid of debris, topsoil and oversized (plus 4-inch) rocks, or of imported CDOT Class 5 or 6 aggregate base course.

UNDERDRAIN SYSTEM

Although free water was not encountered during our exploration, it has been our experience in mountainous areas that local perched groundwater can develop during times of heavy precipitation or seasonal runoff. Frozen ground during spring runoff can also create a perched condition. We recommend below-grade construction, such as retaining walls, crawlspace and

basement areas, be protected from wetting and hydrostatic pressure buildup by an underdrain system.

The drains should consist of drainpipe placed in the bottom of the wall backfill surrounded above the invert level with free-draining granular material. The drain should be placed at each level of excavation and at least 1 foot below lowest adjacent finish grade and sloped at a minimum 1% to a suitable gravity outlet. Free-draining granular material used in the underdrain system should contain less than 2% passing the No. 200 sieve, less than 50% passing the No. 4 sieve and have a maximum size of 2 inches. The drain gravel backfill should be at least 1½ feet deep. (An impervious membrane such as 20 mil PVC should be placed beneath the drain gravel in a trough shape and attached to the foundation wall with mastic to prevent wetting of the bearing soils).

SURFACE DRAINAGE

Perimeter foundation drains around shallow crawlspace areas (less than 4 feet deep) should not be needed with positive surface drainage provided as recommended below. The following drainage precautions should be observed during construction and maintained at all times after the buildings have been completed:

- 1) Inundation of the foundation excavations and underslab areas should be avoided during construction.
- 2) Exterior backfill should be adjusted to near optimum moisture and compacted to at least 95% of the maximum standard Proctor density in pavement and slab areas and to at least 90% of the maximum standard Proctor density in landscape areas.
- 3) The ground surface surrounding the exterior of the buildings should be sloped to drain away from the foundation in all directions. We recommend a minimum slope of 12 inches in the first 10 feet in unpaved areas and a minimum slope of 2½ inches in the first 10 feet in paved areas.
- 4) Roof downspouts and drains should discharge well beyond the limits of all backfill.
- 5) Landscaping which requires regular heavy irrigation, such as sod, and sprinkler heads should be located at least 5 feet from foundation walls. Consideration should be given to use of xeriscape to reduce the potential for wetting of soils below the buildings caused by irrigation.

LIMITATIONS

This study has been conducted in accordance with generally accepted geotechnical engineering principles and practices in this area at this time. We make no warranty either express or implied. The conclusions and recommendations submitted in this report are based upon the data obtained from the exploratory borings drilled at the locations indicated on Figure 1, the proposed type of construction and our experience in the area. Our services do not include determining the presence, prevention or possibility of mold or other biological contaminants (MOBC) developing

in the future. If the client is concerned about MOBC, then a professional in this special field of practice should be consulted. Our findings include interpolation and extrapolation of the subsurface conditions identified at the exploratory borings and variations in the subsurface conditions may not become evident until excavation is performed. If conditions encountered during construction appear different from those described in this report, we should be notified so that re-evaluation of the recommendations may be made.

This report has been prepared for the exclusive use by our client for design purposes. We are not responsible for technical interpretations by others of our information. As the project evolves, we should provide continued consultation and field services during construction to review and monitor the implementation of our recommendations, and to verify that the recommendations have been appropriately interpreted. Significant design changes may require additional analysis or modifications to the recommendations presented herein. We recommend on-site observation of excavations and foundation bearing strata and testing of structural fill by a representative of the geotechnical engineer.

Respectfully Submitted,

Kumar & Associates, Inc.

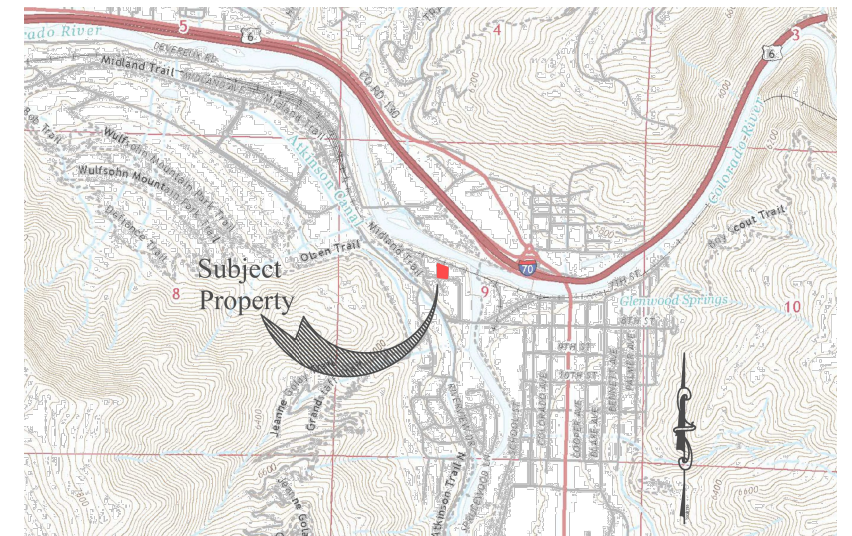
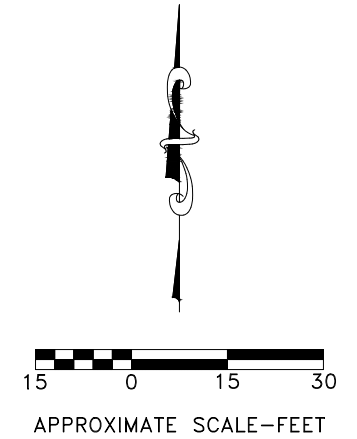
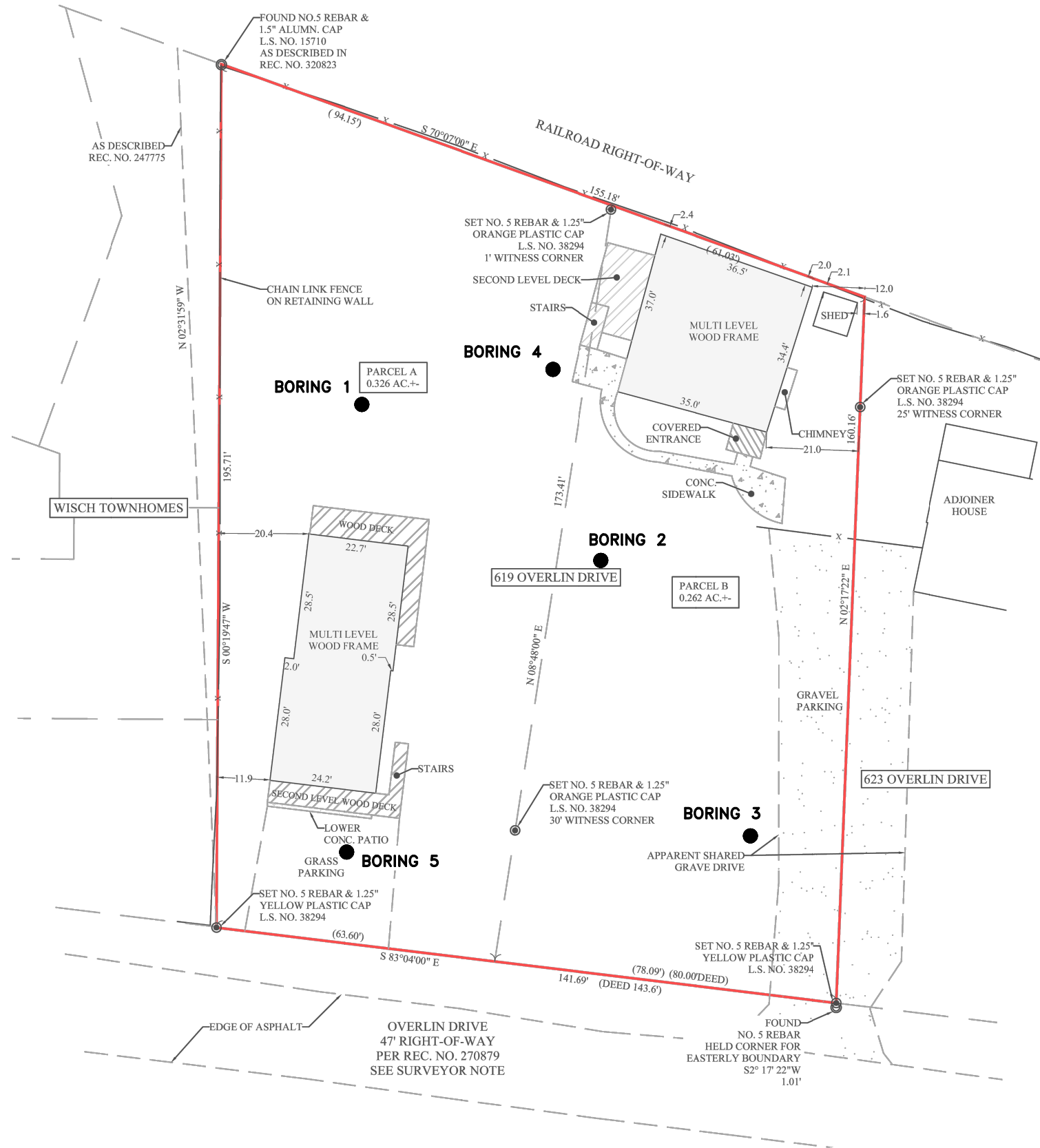


David A. Young, P.E.

DAY/kac

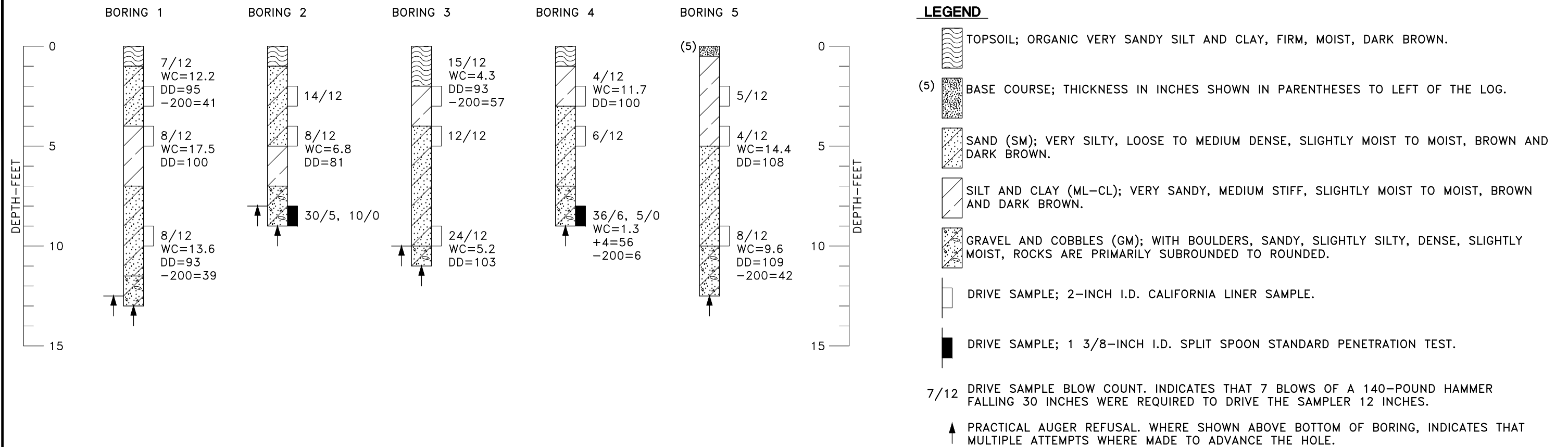
cc: Ben West (benwestrealty@gmail.com)

August 16, 2024 - 01:26pm
V:\Projects\2024\24-7-392 Proposed Townhomes (GEOT)\Drafting\247392-01.dwg



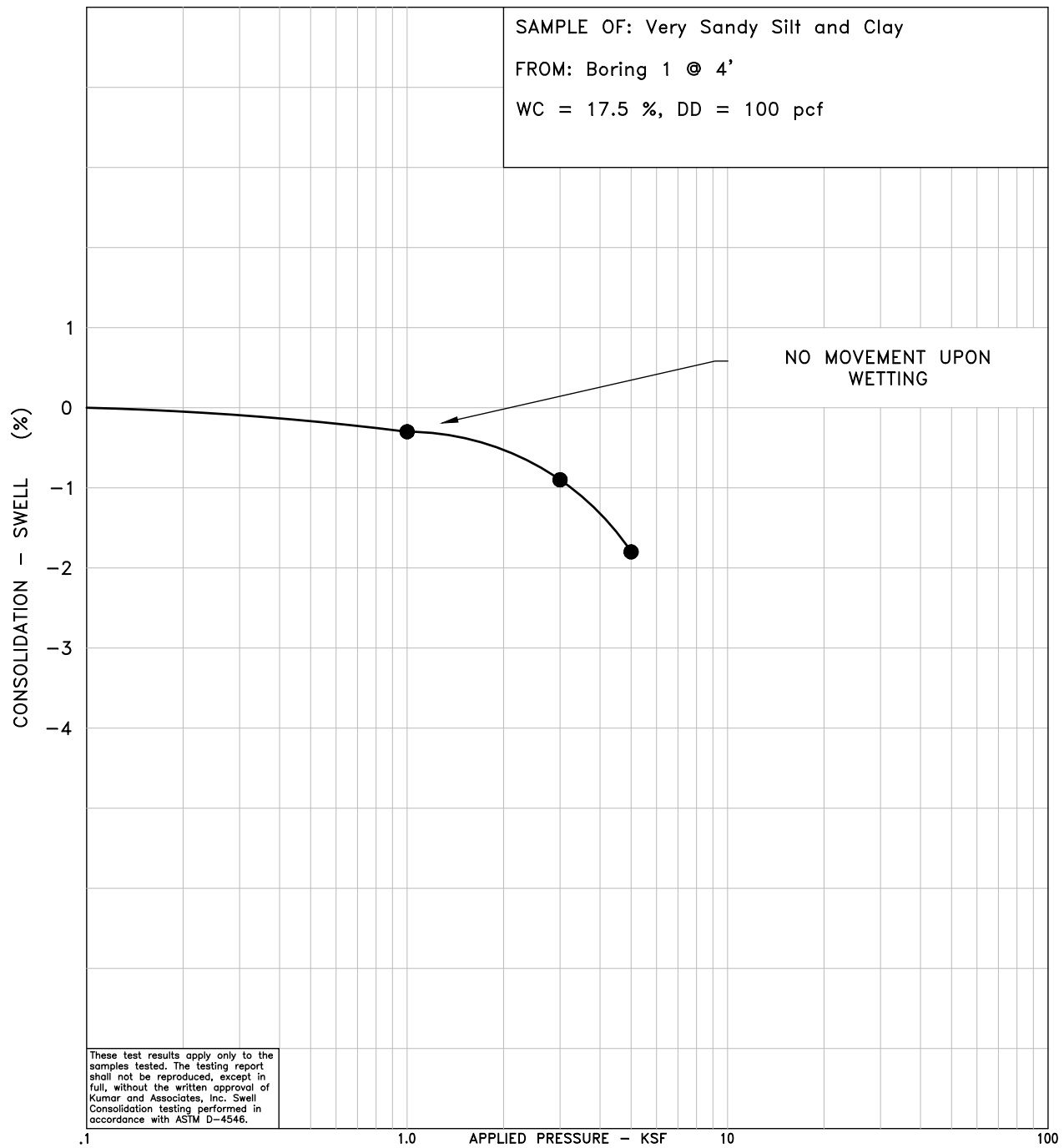
VICINITY MAP
NOT TO SCALE

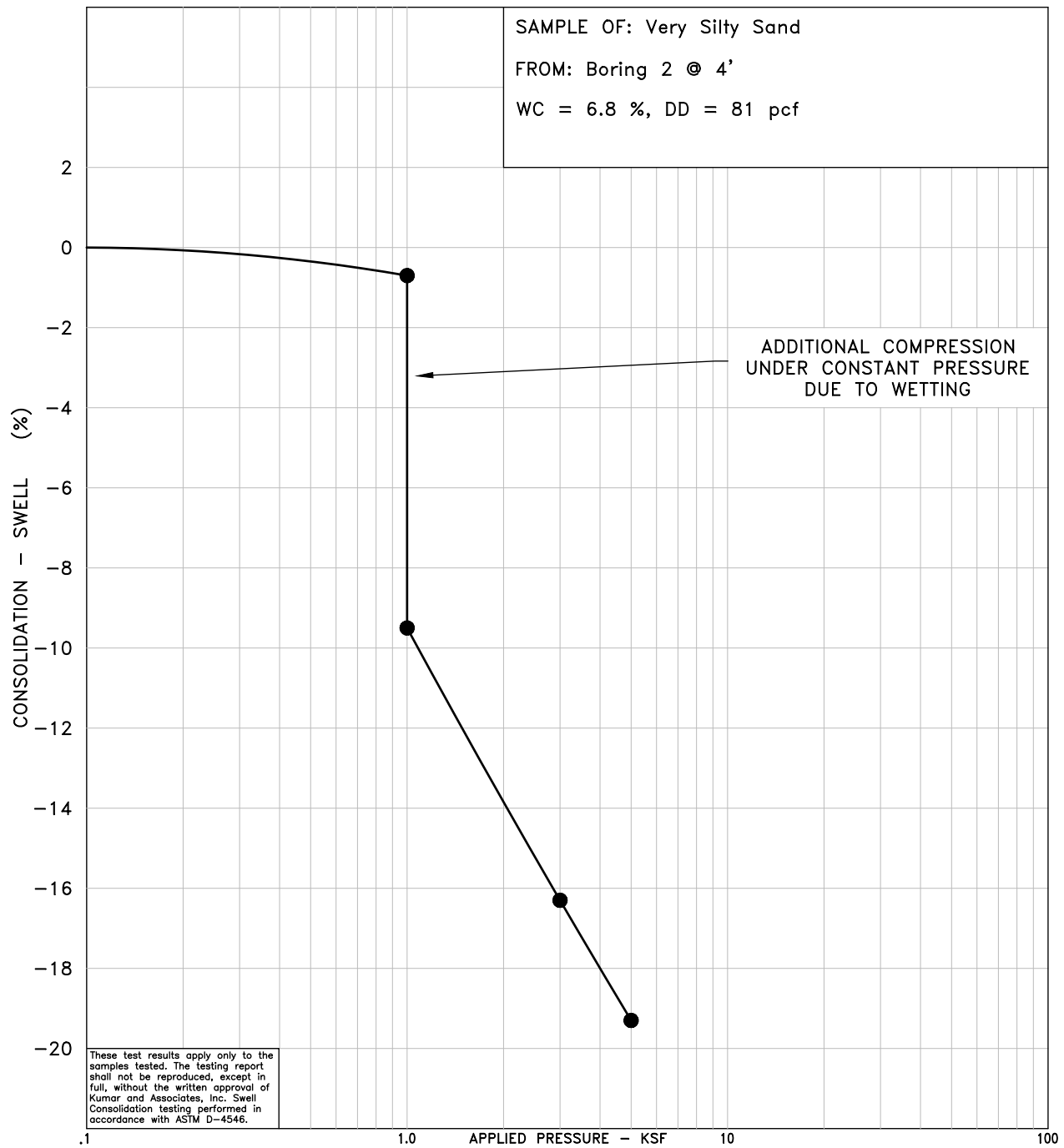
Aug 16, 24Y - 13:26pm
V:\Projects\2024\24-7-392 Proposed Townhomes (GEOT)\Drafting\247392-02.dwg

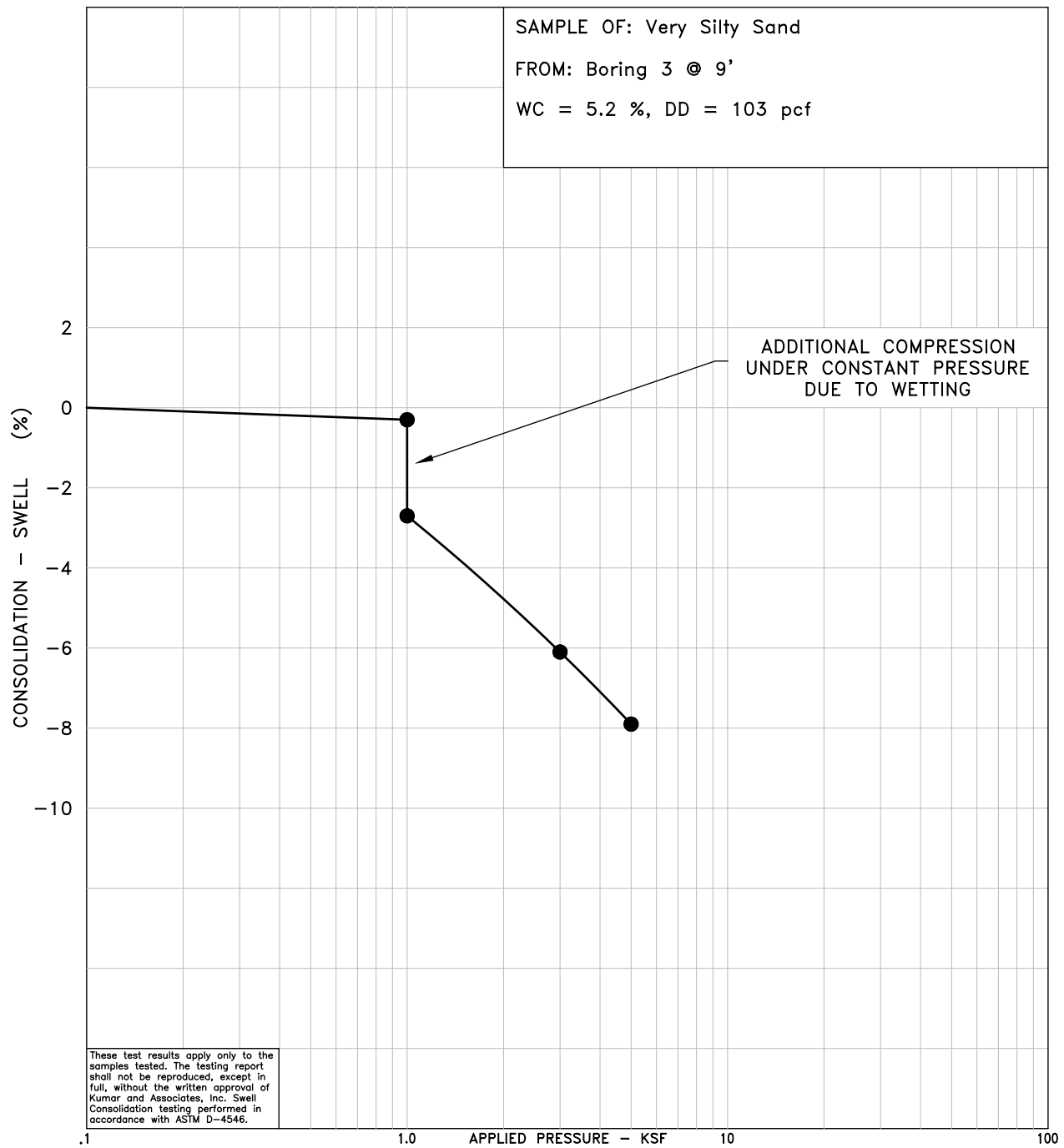


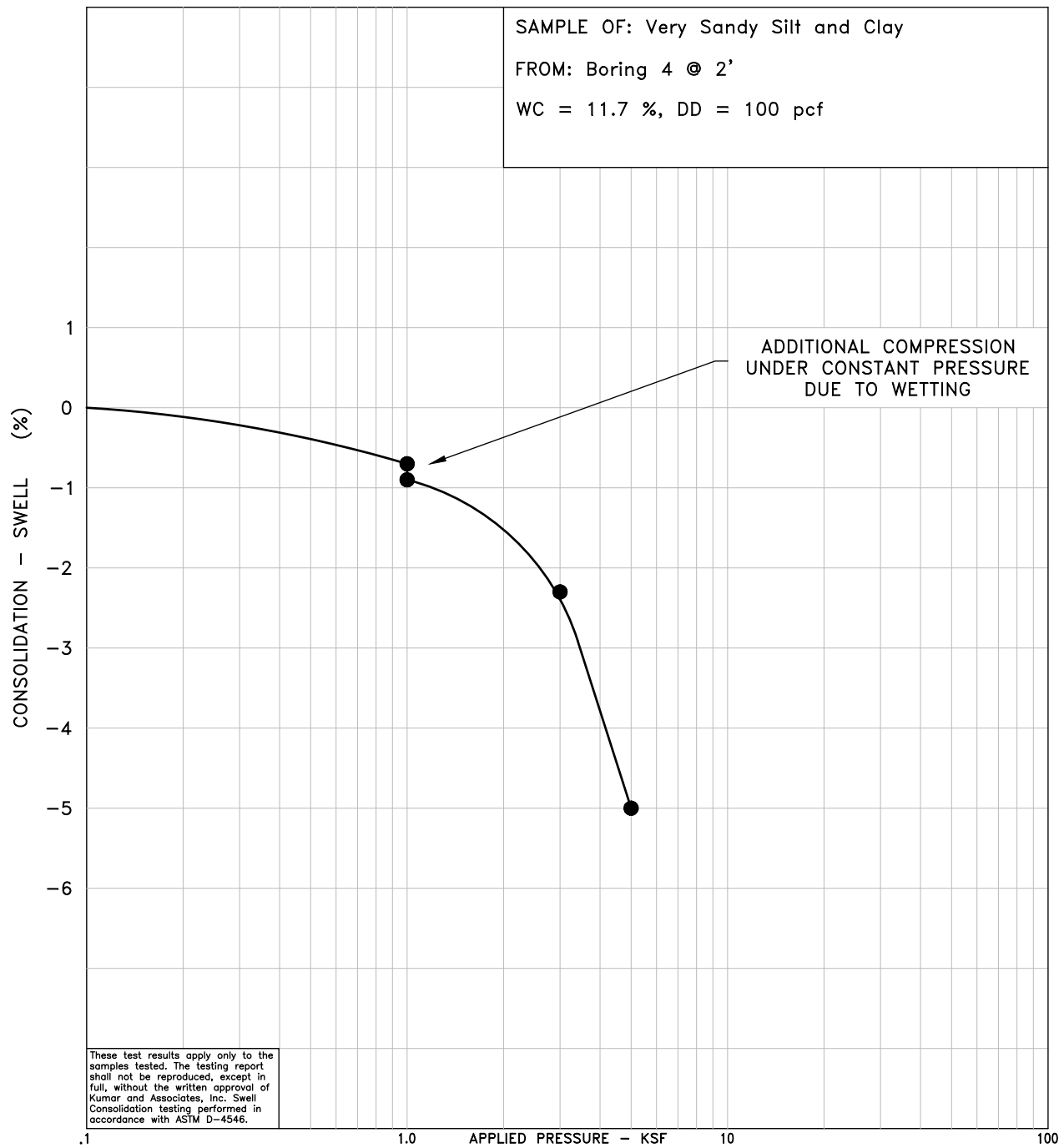
NOTES

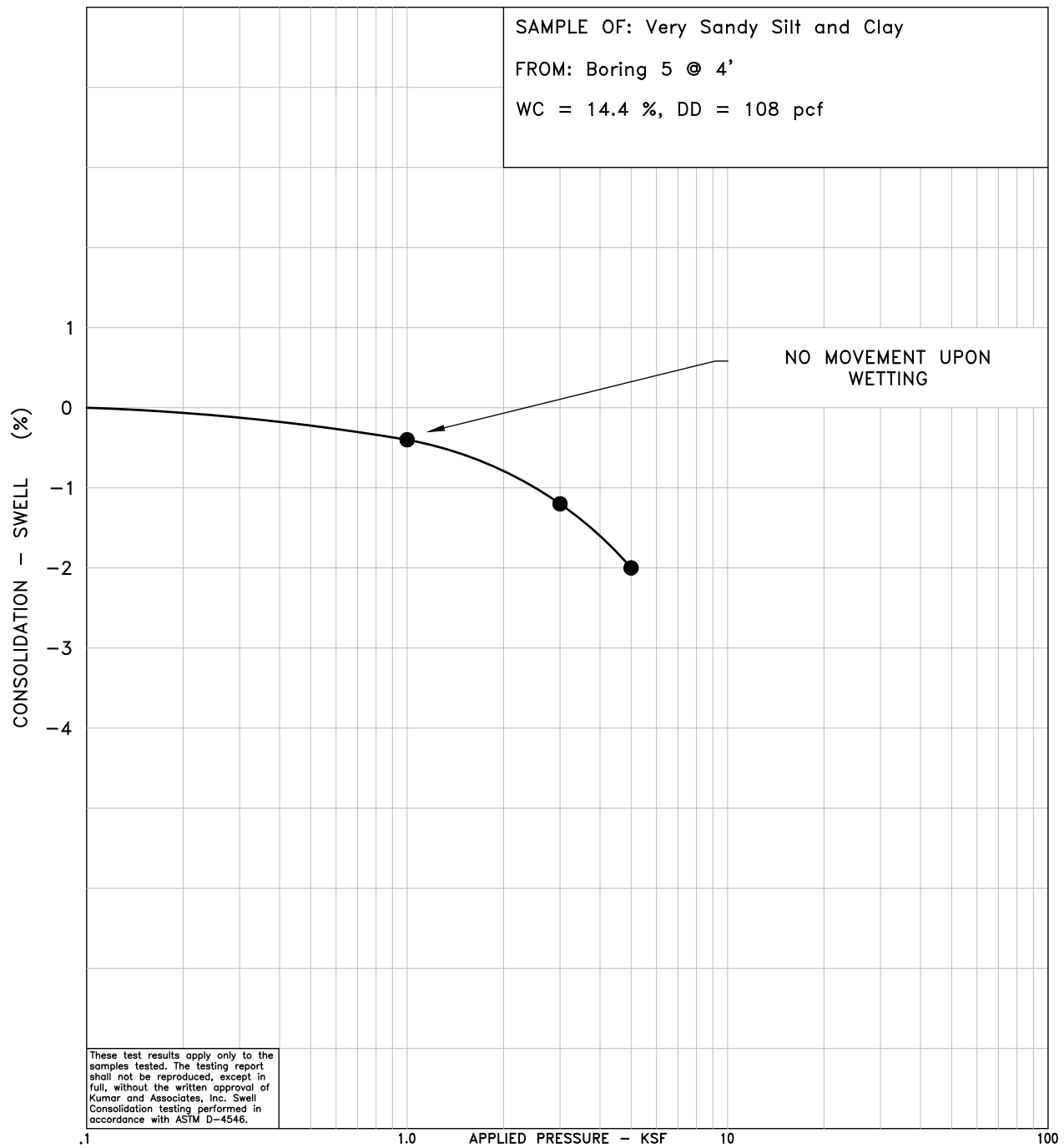
1. THE EXPLORATORY BORINGS WERE DRILLED ON JULY 24, 2024 WITH A 4-INCH-DIAMETER CONTINUOUS-FLIGHT POWER AUGER.
2. THE LOCATIONS OF THE EXPLORATORY BORINGS WERE MEASURED APPROXIMATELY BY PACING FROM FEATURES SHOWN ON THE SITE PLAN PROVIDED.
3. THE ELEVATIONS OF THE EXPLORATORY BORINGS WERE NOT MEASURED AND THE LOGS OF THE EXPLORATORY BORINGS ARE PLOTTED TO DEPTH.
4. THE EXPLORATORY BORING LOCATIONS SHOULD BE CONSIDERED ACCURATE ONLY TO THE DEGREE IMPLIED BY THE METHOD USED.
5. THE LINES BETWEEN MATERIALS SHOWN ON THE EXPLORATORY BORING LOGS REPRESENT THE APPROXIMATE BOUNDARIES BETWEEN MATERIAL TYPES AND THE TRANSITIONS MAY BE GRADUAL.
6. GROUNDWATER WAS NOT ENCOUNTERED IN THE BORINGS AT THE TIME OF DRILLING.
7. LABORATORY TEST RESULTS:
WC = WATER CONTENT (%) (ASTM D2216);
DD = DRY DENSITY (pcf) (ASTM D2216);
+4 = PERCENTAGE RETAINED ON NO. 4 SIEVE (ASTM D6913);
-200= PERCENTAGE PASSING NO. 200 SIEVE (ASTM D1140).

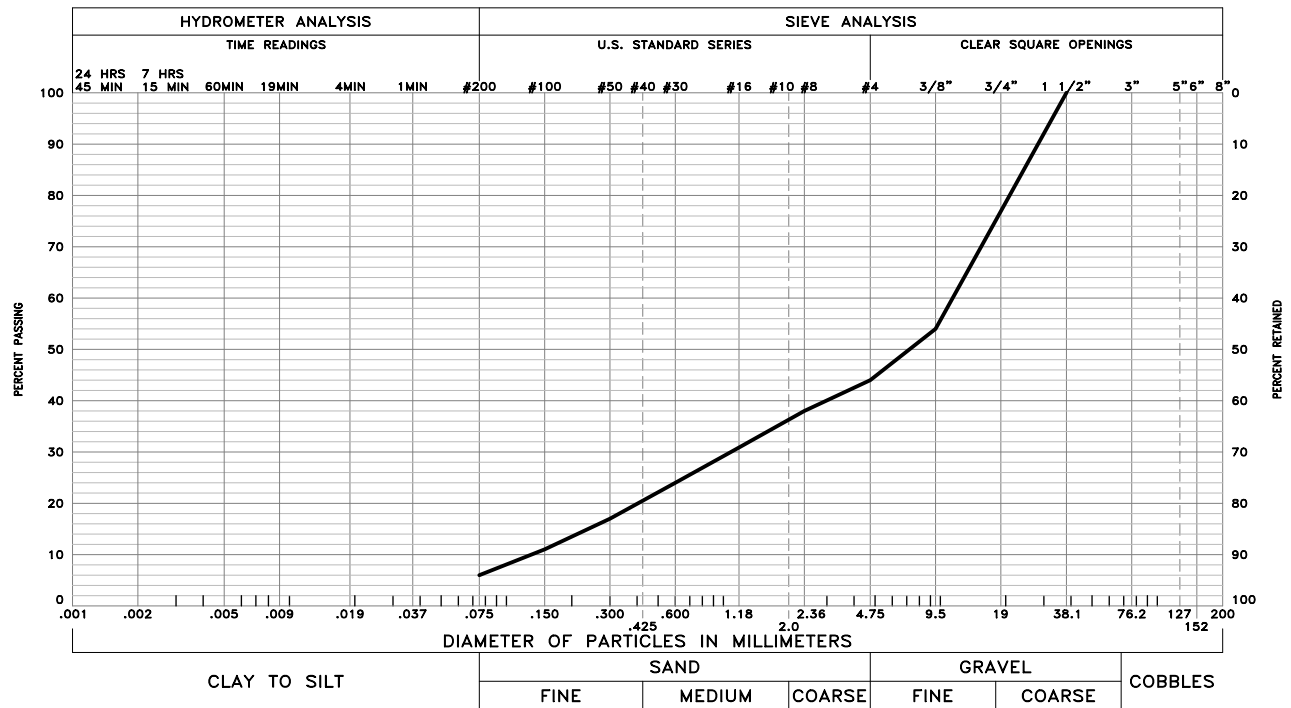












These test results apply only to the samples which were tested. The testing report shall not be reproduced, except in full, without the written approval of Kumar & Associates, Inc. Sieve analysis testing is performed in accordance with ASTM D6913, ASTM D7928, ASTM C136 and/or ASTM D1140.



TABLE 1
SUMMARY OF LABORATORY TEST RESULTS

Project No. 24-7-392

SAMPLE LOCATION		NATURAL MOISTURE CONTENT (%)	NATURAL DRY DENSITY (pcf)	GRADATION		PERCENT PASSING NO. 200 SIEVE	ATTERBERG LIMITS		UNCONFINED COMPRESSIVE STRENGTH (psf)	SOIL TYPE
BORING	DEPTH (ft)			GRAVEL (%)	SAND (%)		LIQUID LIMIT (%)	PLASTIC INDEX (%)		
1	2	12.2	95			41				Very Silty Sand
	4	17.5	100							Very Sandy Silt & Clay
	9	13.6	93			39				Very Silty Sand
2	4	6.8	81							Very Silty Sand
3	2	4.3	93			57				Very Sandy Silt & Clay
	9	5.2	103							Very Silty Sand
4	2	11.7	100							Very Sandy Silt & Clay
	8	1.3		56	38	6				Slightly Silty Sandy Gravel
5	4	14.4	108							Very Sandy Silt & Clay
	9	9.6	109			42				Very Silty Sand



**MOUNTAIN CROSS
ENGINEERING, INC.**

Civil and Environmental Consulting and Design

October 21, 2024

Integrated Mountain Properties
c/o Mr. Ben West
619 Overlin Drive
Glenwood Springs, CO 81601

RE: Major Drainage Report: 619 Overlin Drive

Dear Ben:

The purpose of this correspondence is to evaluate the construction of the proposed redevelopment of 619 and 621 Overlin Drive in Glenwood Springs from a storm water perspective and provide design recommendations pertaining to runoff management for incorporation into the site design. These recommendations were generated from the site plans that were submitted to our office and site visits performed on September 19, 2024 and on October 7, 2024. Attached are plan sheets that shows the design recommendations and details. Also attached are the drainage calculations that were generated.

The project is at an elevation of approximately 5,730 feet above sea level and is currently occupied by two residences. The proposed redevelopment will demolish the existing houses and construct 11 townhome units. Ultimately, runoff from the site will travel into the Roaring Fork River.

Runoff from snowmelt is typically very large in volume but because it happens over a much longer time period, the peak flows are usually less than a rainfall event. Therefore, storm water is defined in this study to be surface water that is a direct result from a rainfall event.

The north end of the project is shown as being in Floodplain Zone B, which designates that it is an area of moderate flood hazard between the 100-year and 500-year floods. The hazard is shown as emanating from the Roaring Fork River that is greater than 300 feet to the east. The FEMA Firmette shows that the 100-year flood elevation is between 5726 and 5727. Proposed finished floor elevations are greater than four feet above these elevations. No other drainage studies are known to have been performed specific to this lot.

Storm water from the site is evaluated in accordance with the standards of applicable sections of the City of Glenwood Springs, Engineering Standards - Stormwater (Code). All flows are listed in units of cubic feet per second (cfs) unless otherwise noted.

Methodology

The design of the drainage plan begins with a calculation of the flowrate of water that will be produced from a rainfall event. Since the watershed basin is small (less than 90 acres), per the Code, the Rational method was used for estimating the amount of runoff that will occur. This

method calculates runoff (Q) in cubic feet per second (cfs) from basin area (A) in acres, runoff coefficient (C), and rainfall intensity (I) in inches per hour:

$$Q = C * I * A$$

When acres and inches per hour are used as the units, the conversion into cubic feet per second is 1.008 but is usually ignored and it has been here. The runoff coefficient is a dimensionless coefficient.

Basin Area

Drainage basins have the characteristic that any precipitation falling within that area will drain to the same point of discharge. The project basin was delineated from project topography, project site plan, and building architecture.

Runoff Coefficient

A runoff coefficient is assigned to each basin that gives a relationship between the amount of precipitation that becomes surface water and the amount of water that is lost to infiltration, evaporation, or transpiration. The runoff coefficient is a function of drainage basin soil types, surface area, and/or land-use. Because the land-use and the surface cover often vary through the project, a composite coefficient is often assigned to each drainage basin, based on the weight of the areas and their respective coefficients.

Rainfall Intensity

Rainfall intensity is determined from intensity duration frequency curves, or IDF curves. IDF curves are graphs of, more or less, parallel frequency curves that yield rainfall intensities based on storm durations.

Frequency: The return frequency of a rainfall storm is the statistical probability that a given storm event will occur on average in a given period. For instance, a 100-year storm has the statistical probability of occurring once in a 100-year span or it has a 1% chance of occurring in any given year. It is important to emphasize that it is based on probability statistics and therefore does not reflect actual storm frequency. Storms of a 100-year magnitude can occur in sequential years, even in the same year. The return frequency of design is chosen and then referred to as the design storm.

Duration: The duration of a storm is chosen to coincide with the time of concentration. The FAA Overland flow equation was used to estimate the time of concentration. The parameters needed to determine the flow elements include length, slope, and the Rational runoff coefficient. The theory states that if the duration is equal to the time of concentration, the length of time will be adequate for the entire basin to contribute flow.

Analysis

Project basin was delineated based on a review of existing site conditions, aerial photography, roof lines, site grading, and project topography. To the north is the railroad, to the south is Overlin Drive, and to the east and west are existing residences. The lot drains from south to north into the railroad right-of-way and one drainage basin was delineated. Overlin Drive provides significant conveyance although in a non-designed manner. It is possible that there is runoff trespass from the adjacent properties to the west and south during large magnitude storms.

Most runoff will be captured and conveyed to a detention pond on the north side of the project. There is a small amount of area that is below the eastern retaining wall that may bypass the pond. The proposed pond provides water quality and detention volumes that treat runoff from roofs, parking, and landscaped areas prior to release into the railroad right-of-way at existing flowrates.

Runoff coefficients were determined based on land use and percentage imperviousness. The parameters for calculating the time of concentration were determined from the site, slope, length, and land uses. The time of concentration for the site basin is less 15 minutes for the existing and 6 minutes for the proposed. The calculations are attached. The rainfall intensities were determined by using the appropriate storm curve, duration to match the time of concentration, and the NOAA precipitation data provided in the Code.

The basin flow rates were calculated based on the Rational Method for the existing and the proposed conditions. The calculations are attached.

Basin Description	Area (acres)	Coefficient	Flow (cfs)
Existing - 100 yr	0.67	0.59	1.61
Proposed - 100 yr	0.67	0.76	3.25

Water Quality

Water quality capture volume was calculated to be 371 cubic feet. The plan calls for a combination water quality and detention pond along the north property line. The design calls for an orifice to release flows at a rate planned for greater than 8-hour drain time. The release orifice would be 1/2" in diameter. A debris grate over the orifice is planned.

Temporary structures are intended to be used during construction activities. Permanent structures are intended to be used continually after the construction activities have been completed. Temporary erosion control measures will be employed during construction have been designed to contain sediment on the site and to mitigate erosion from construction activities. Silt fencing will be placed around the downhill limits of disturbance. Rock socks will be placed at inlets and in the

thalwegs of swales. Vehicle tracking pads will be proposed. Permanent erosion control measures are revegetation of disturbed areas and design of conveyances to prevent erosion. The water quality pond will capture transported sediment.

The site will disturb less than one acre (0.67 acres) and therefore will not require a permit from CDPHE.

Detention

Detention volume was calculated by the Modified FAA procedure to be 621 cubic feet for the 25-year storm and 332 cubic feet for the 2-year storm. Calculations are attached. The outlet structure is designed to release flows at existing 25-year rates. The 2-year detention volume is less than the WQCV so no separate 2-year release is proposed. Rainfall events larger than the 25-year storm will overtop the pond and spill safely into the railroad right-of-way per historic drainage patterns.

Maintenance

Maintenance will be required periodically for the drainage system. At a minimum the following should be done bi-annually in the spring and fall: the pond should be cleaned and cleared of mud and debris. Pipes and drainage appurtenances should be cleaned and cleared of debris. Heat tape should be checked to verify that it is working properly and it should be turned off in the spring and turned on in the fall. Temporarily, the general notes require the maintenance and frequent inspection of the silt fence. A Maintenance Plan has been prepared to help the Owner and is included at the end of the Appendix.

Low Impact Development

Principle 1: At the outset of the drainage design, WQCV was anticipated. The site grading was designed to convey runoff to a WQCV pond.

Principle 2: The design used the entire area of disturbance. Where possible, flows are in permeable swales.

Principle 3: The impervious areas have been minimized as much as practical and still meet the requirements of the Owner.

Principle 4: Similar to Principal 2, impervious areas are minimized. Swales are natural lined conveyances to allow for infiltration.

Principle 5: WQCV and detention is proposed.

Principle 6: There is a proposed WQCV facility, treating water to enhance the community and the environment.

Principle 7: The site has a treatment train approach in that drainage is conveyed in natural swales to the WQCV where it is treated prior to leaving the site.

Principle 8: All features are accessible to make maintenance as easy as possible.

Principle 9: N/A. None of the facilities are located in areas accessible to the general public.

Results

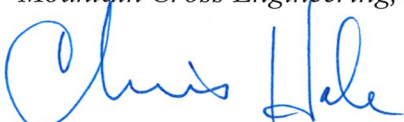
The proposed drainage pattern is intended to remain as much as possible. All proposed storm water is captured and conveyed by swales and/or pipes into the water quality and detention pond. Orifices restrict flows to existing rates.

There is a certain amount of uncertainty in hydrologic calculations. However, when constructed in accordance with this report and the drainage plan, it is our opinion that the design will safely convey the runoff flows and volume of the 25-year design storm event and the WQCV required for this site and will not cause flooding damage to this or adjacent sites per the requirements of the Code.

I hereby affirm that this report and the accompanying plan for 619 Overlin Avenue was prepared by me for the owners thereof in accordance with the provisions of the City of Glenwood Springs Stormwater, Drainage, Water Quality and Erosion Control Chapter and approved variances and exceptions listed thereto. I understand that it is the policy of the City of Glenwood Springs that the City of Glenwood Springs does not and will not assume liability for drainage facilities designed by others.

Thank you for the opportunity to provide this report. Feel free to call if you have any questions, concerns, or comments.

Sincerely,
Mountain Cross Engineering, Inc.


Chris Hale, PE

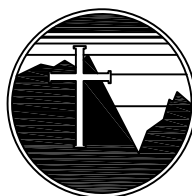




DATE	10/16/24
SCALE	1" = 50'
ENGINEER	Chris Hale
DWG FILE	Drainage
JOB	591-001

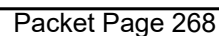
FIGURE 1

619 Overlin Drive



**MOUNTAIN CROSS
ENGINEERING, INC.**

Civil and Environmental Consulting and Design
826 1/2 Grand Avenue Glenwood Springs, CO 81601
ph 970.945.5544 fx 970.945.5558 www.mountaincross-eng.com



Proposed

DRAINAGE
BASIN

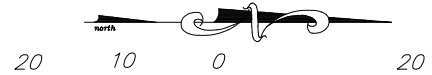
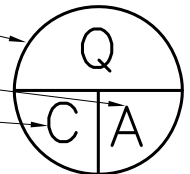
PATH FOR TIME OF
CONCENTRATION

LEGEND

100-yr FLOWRATE (CFS)

AREA (ACRES)

RUNOFF COEFFICIENT

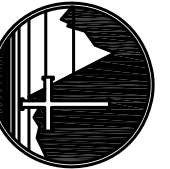


SCALE: 1" = 20'



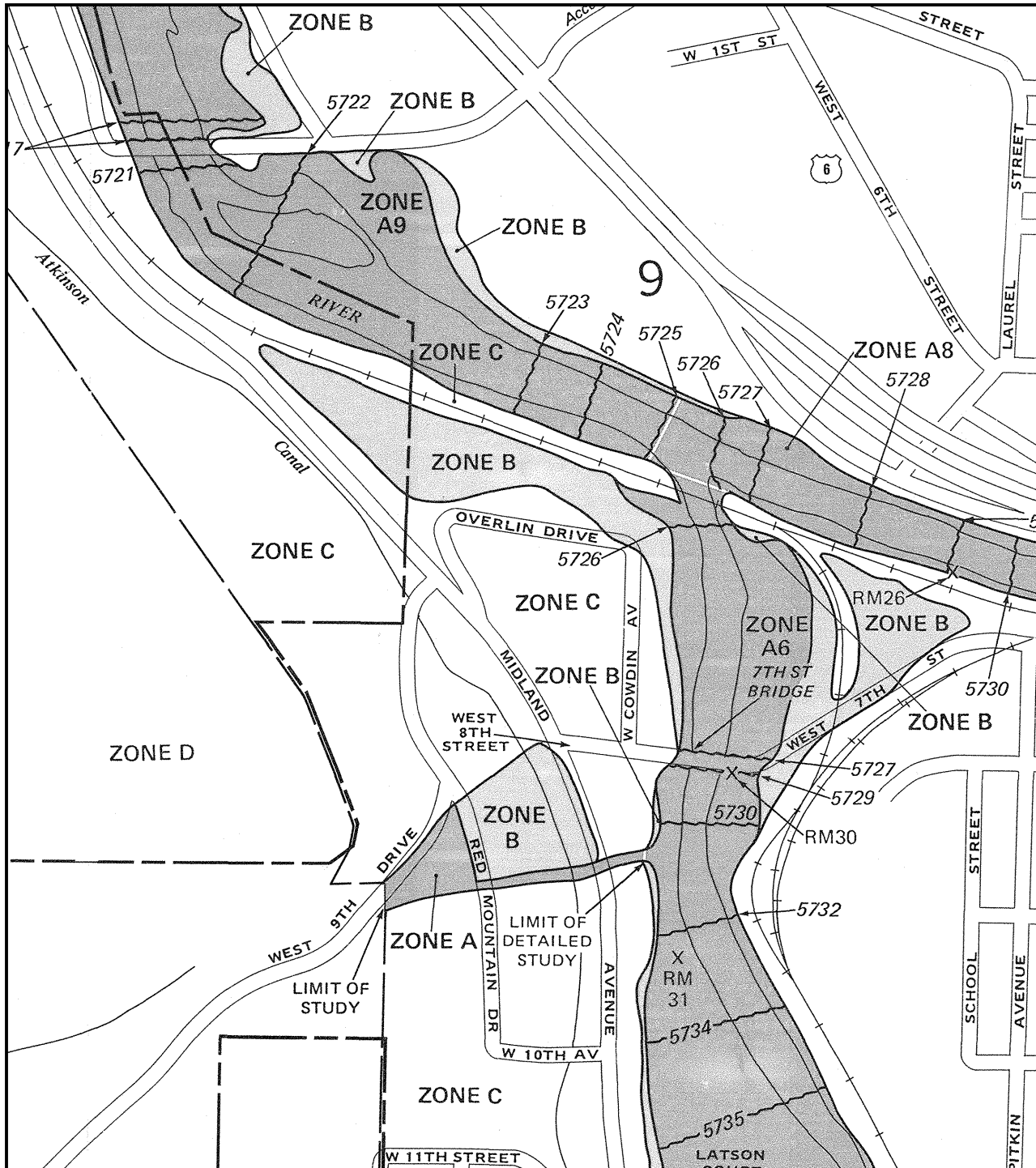
Know what's below.
Call before you dig.

**MOUNTAIN CROSS
ENGINEERING, INC.**
Civil and Environmental Consulting and Design
826 1/2 Grand Avenue Glenwood Springs, CO 81601
ph 970.945.5544 fx 970.945.5558 www.mountaincross-eng.com



**619 Overlin Drive
PROPOSED DELINEATION**

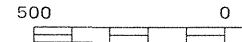
DATE	10/16/24
SCALE	1" = 20'
ENGINEER	Chris Hale
DWG FILE	619OverlinDesign
JOB	591-001



Program, at (800) 638-6620.



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

CITY OF
**GLENWOOD SPRINGS,
COLORADO**
GARFIELD COUNTY

PANEL 1432 OF 1900
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
080071 1432 C

MAP REVISED:
OCTOBER 15, 1985



Federal Emergency Management Agency

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.

Custom Soil Resource Report Soil Map



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Rifle Area, Colorado, Parts of Garfield and Mesa Counties
Survey Area Data: Version 17, Aug 29, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 25, 2021—Sep 5, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

Soil Information for All Uses

Soil Reports

The Soil Reports section includes various formatted tabular and narrative reports (tables) containing data for each selected soil map unit and each component of each unit. No aggregation of data has occurred as is done in reports in the Soil Properties and Qualities and Suitabilities and Limitations sections.

The reports contain soil interpretive information as well as basic soil properties and qualities. A description of each report (table) is included.

Water Features

This folder contains tabular reports that present soil hydrology information. The reports (tables) include all selected map units and components for each map unit. Water Features include ponding frequency, flooding frequency, and depth to water table.

Hydrologic Soil Group and Surface Runoff

This table gives estimates of various soil water features. The estimates are used in land use planning that involves engineering considerations.

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The four hydrologic soil groups are:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or

Custom Soil Resource Report

soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas.

Surface runoff refers to the loss of water from an area by flow over the land surface. Surface runoff classes are based on slope, climate, and vegetative cover. The concept indicates relative runoff for very specific conditions. It is assumed that the surface of the soil is bare and that the retention of surface water resulting from irregularities in the ground surface is minimal. The classes are negligible, very low, low, medium, high, and very high.

Report—Hydrologic Soil Group and Surface Runoff

Absence of an entry indicates that the data were not estimated. The dash indicates no documented presence.

Hydrologic Soil Group and Surface Runoff—Rifle Area, Colorado, Parts of Garfield and Mesa Counties			
Map symbol and soil name	Pct. of map unit	Surface Runoff	Hydrologic Soil Group
7—Ascalon-Pena complex, 6 to 25 percent slopes			
Ascalon	65	Medium	B
Pena	25	Low	A

The 2-, 25-, and 100-year storms are needed for drainage designs. The IDF curves provided in the figures below are based upon data in the Precipitation-Frequency Atlas of the United States, Midwestern States, NOAA Atlas 14, Volume 8 (NOAA 2013).

PF tabular										
PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	1.44 (1.14–1.86)	2.11 (1.67–2.74)	3.17 (2.50–4.12)	4.00 (3.13–5.22)	5.06 (3.77–6.78)	5.84 (4.26–7.97)	6.56 (4.62–9.22)	7.26 (4.88–10.5)	8.09 (5.22–12.1)	8.66 (5.48–13.3)
10-min	1.06 (0.834–1.36)	1.55 (1.22–2.00)	2.32 (1.82–3.01)	2.93 (2.29–3.82)	3.71 (2.76–4.97)	4.28 (3.11–5.83)	4.81 (3.38–6.75)	5.31 (3.57–7.69)	5.92 (3.82–8.87)	6.34 (4.01–9.76)
15-min	0.856 (0.676–1.11)	1.26 (0.996–1.63)	1.89 (1.48–2.45)	2.38 (1.86–3.11)	3.02 (2.24–4.04)	3.48 (2.53–4.74)	3.91 (2.75–5.49)	4.32 (2.90–6.26)	4.82 (3.11–7.21)	5.16 (3.26–7.93)
30-min	0.578 (0.458–0.748)	0.822 (0.650–1.06)	1.20 (0.946–1.56)	1.50 (1.17–1.95)	1.87 (1.39–2.50)	2.14 (1.56–2.91)	2.39 (1.68–3.34)	2.62 (1.76–3.79)	2.89 (1.87–4.32)	3.08 (1.95–4.73)
60-min	0.385 (0.304–0.498)	0.510 (0.403–0.661)	0.706 (0.556–0.917)	0.858 (0.672–1.12)	1.05 (0.785–1.41)	1.19 (0.871–1.63)	1.32 (0.931–1.86)	1.45 (0.973–2.09)	1.59 (1.03–2.38)	1.69 (1.07–2.60)
2-hr	0.240 (0.192–0.306)	0.305 (0.244–0.389)	0.406 (0.323–0.519)	0.484 (0.384–0.624)	0.586 (0.442–0.772)	0.659 (0.486–0.885)	0.727 (0.518–1.00)	0.791 (0.538–1.13)	0.868 (0.567–1.28)	0.921 (0.589–1.40)
3-hr	0.187 (0.151–0.237)	0.227 (0.183–0.287)	0.289 (0.232–0.367)	0.338 (0.269–0.431)	0.402 (0.307–0.527)	0.449 (0.335–0.599)	0.494 (0.355–0.678)	0.537 (0.369–0.761)	0.590 (0.389–0.865)	0.628 (0.404–0.943)
6-hr	0.123 (0.100–0.153)	0.140 (0.114–0.174)	0.168 (0.136–0.210)	0.191 (0.154–0.240)	0.224 (0.174–0.292)	0.250 (0.190–0.331)	0.276 (0.201–0.375)	0.302 (0.211–0.425)	0.338 (0.226–0.490)	0.365 (0.237–0.540)
12-hr	0.076 (0.063–0.093)	0.086 (0.071–0.106)	0.104 (0.086–0.129)	0.120 (0.098–0.148)	0.141 (0.111–0.182)	0.158 (0.122–0.207)	0.176 (0.130–0.236)	0.194 (0.137–0.269)	0.219 (0.148–0.313)	0.238 (0.156–0.347)
24-hr	0.046 (0.039–0.056)	0.053 (0.044–0.064)	0.065 (0.054–0.078)	0.075 (0.062–0.091)	0.089 (0.071–0.113)	0.100 (0.078–0.129)	0.112 (0.084–0.149)	0.125 (0.089–0.170)	0.141 (0.097–0.199)	0.154 (0.103–0.221)
2-day	0.028 (0.024–0.033)	0.032 (0.027–0.038)	0.038 (0.032–0.046)	0.044 (0.037–0.053)	0.053 (0.043–0.066)	0.060 (0.047–0.076)	0.067 (0.051–0.087)	0.074 (0.054–0.100)	0.085 (0.059–0.118)	0.093 (0.063–0.131)
3-day	0.021 (0.018–0.024)	0.024 (0.020–0.028)	0.029 (0.024–0.034)	0.033 (0.028–0.039)	0.039 (0.032–0.049)	0.044 (0.035–0.056)	0.050 (0.038–0.064)	0.055 (0.040–0.073)	0.062 (0.044–0.086)	0.068 (0.046–0.095)
4-day	0.017 (0.015–0.020)	0.019 (0.017–0.023)	0.023 (0.020–0.028)	0.027 (0.023–0.032)	0.032 (0.026–0.039)	0.036 (0.029–0.045)	0.040 (0.031–0.051)	0.044 (0.032–0.058)	0.050 (0.035–0.068)	0.054 (0.037–0.075)
7-day	0.012 (0.010–0.014)	0.013 (0.011–0.015)	0.016 (0.014–0.018)	0.018 (0.015–0.021)	0.021 (0.017–0.025)	0.023 (0.019–0.028)	0.025 (0.020–0.032)	0.028 (0.021–0.037)	0.031 (0.022–0.042)	0.034 (0.023–0.047)
10-day	0.009 (0.008–0.011)	0.010 (0.009–0.012)	0.012 (0.011–0.014)	0.014 (0.012–0.016)	0.016 (0.013–0.019)	0.018 (0.014–0.022)	0.019 (0.015–0.024)	0.021 (0.016–0.028)	0.024 (0.017–0.032)	0.026 (0.018–0.035)
20-day	0.006 (0.006–0.007)	0.007 (0.006–0.008)	0.008 (0.007–0.009)	0.009 (0.008–0.010)	0.010 (0.009–0.012)	0.011 (0.009–0.014)	0.013 (0.010–0.015)	0.014 (0.010–0.017)	0.015 (0.011–0.020)	0.016 (0.011–0.021)
30-day	0.005 (0.005–0.006)	0.006 (0.005–0.006)	0.007 (0.006–0.008)	0.007 (0.007–0.008)	0.009 (0.007–0.010)	0.009 (0.008–0.011)	0.010 (0.008–0.012)	0.011 (0.008–0.014)	0.012 (0.009–0.015)	0.013 (0.009–0.017)
45-day	0.004 (0.004–0.005)	0.005 (0.004–0.005)	0.006 (0.005–0.006)	0.006 (0.006–0.007)	0.007 (0.006–0.008)	0.008 (0.006–0.009)	0.008 (0.007–0.010)	0.009 (0.007–0.011)	0.010 (0.007–0.012)	0.010 (0.007–0.013)
60-day	0.004 (0.003–0.004)	0.004 (0.004–0.005)	0.005 (0.004–0.005)	0.005 (0.005–0.006)	0.006 (0.005–0.007)	0.007 (0.006–0.008)	0.007 (0.006–0.009)	0.008 (0.006–0.009)	0.008 (0.006–0.011)	0.009 (0.006–0.011)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

Figure 4-1. Tabular Representation of Point Precipitation Frequency Estimates (NOAA Atlas 14, Volume 8, Version 2; Glenwood Springs, Colorado; Latitude 39.5455°, Longitude - 107.326°, Elevation 5788.02 feet)



**MOUNTAIN CROSS
ENGINEERING, INC.**
Civil and Environmental Consulting and Design
826 1/2 Grand Avenue Glenwood Springs, CO 81601
ph 970.945.5544 fx 970.945.5558 www.mountaincross-eng.com

DRAINAGE CALCULATIONS for
619 Overlin, Glenwood Springs, CO
10/16/2024

Drainage Area : *Existing*
Surface description: *Existing roof, hardscaped improvements, and landscaping*

PROPERTY GENERAL SURFACE DATA

Total Drainage Area: 29,250 sq. ft. 0.67 ac.

RUNOFF COEFFICIENT	sq. ft. or		
Proposed Land Use	est. %	acres	imperviousness = 26%
Roof	2,655	0.06	HSG = B from Fig 6-2
Hardscape &/or Paving	3,395	0.08	C100 = 0.59
Landscaped areas	21,560	0.49	C25 = 0.42
Gravel Driveway	1,640	0.04	C10 = 0.34
Native Vegetation	0	0.00	C2 = 0.24
TOTAL BASIN ACERAGE		0.67	

TIME OF CONCENTRATION

Overland Flow Time		Length	Slope	C2	Tc
Upstream Elevation	5738.50	210	0.04	0.24	14.18
Dnstream Elevation	5730.00				
Channel Flow Time		Length	Slope	K	Tc
Upstream Elevation	0.00	0.0	1.00	7.000	0.00
Dnstream Elevation	0.00				
Total				14.18 min	

RUNOFF

	Intensity	Flowrate
	(in/hr)	(cfs)
2-yr Storm	1.31	0.21
10-yr Storm	2.47	0.56
25-yr Storm	3.13	0.88
100-yr Storm	4.06	1.61

NOTES:

- If land use percentages are used, they have been estimated from satellite image
- Conveyance coefficient K is based on "lawn" or vegetation lined channel

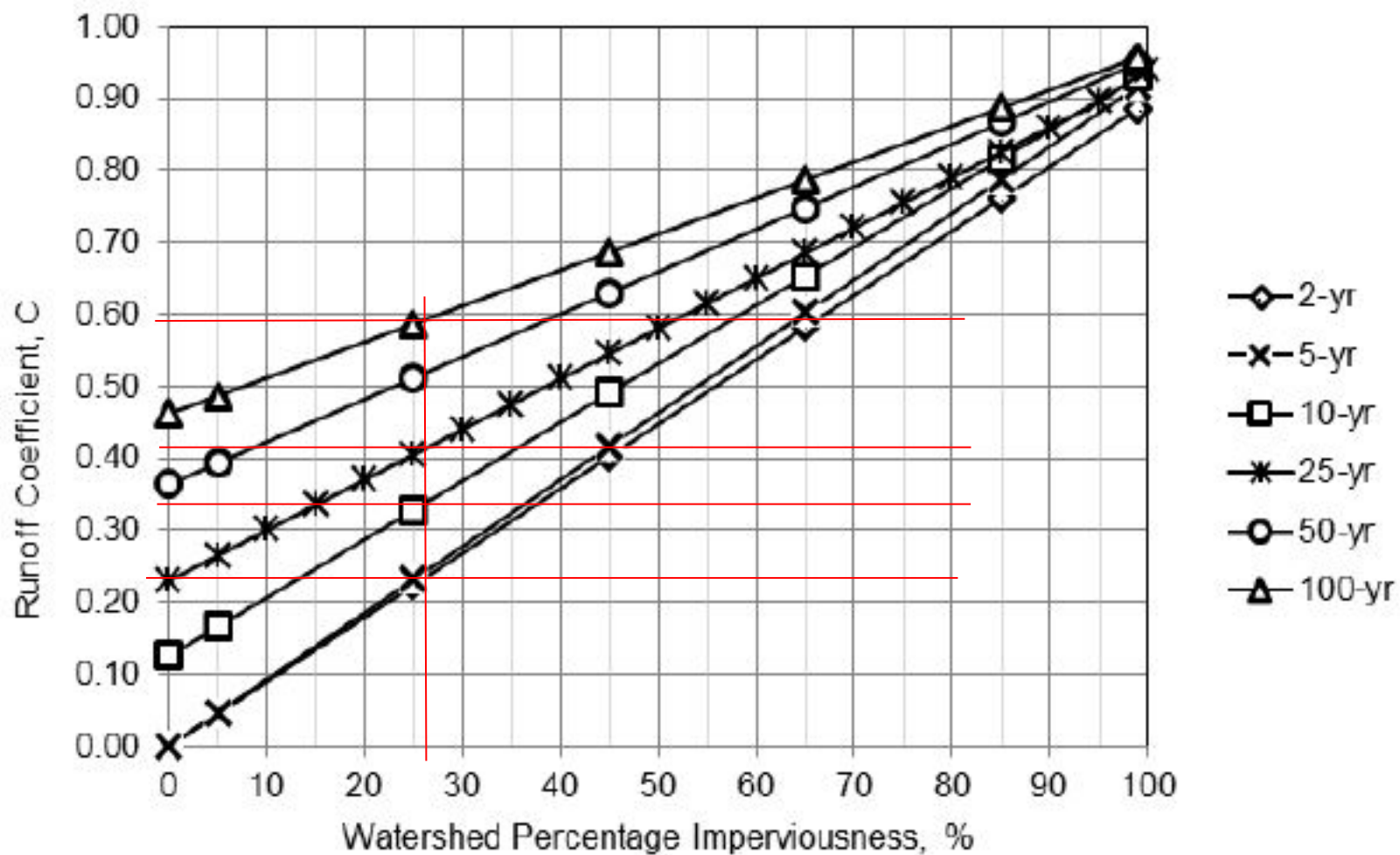


Figure 6-2. Runoff coefficient vs. watershed imperviousness NRCS HSG B

Existing Coefficients



**MOUNTAIN CROSS
ENGINEERING, INC.**
Civil and Environmental Consulting and Design
826 1/2 Grand Avenue Glenwood Springs, CO 81601
ph 970.945.5544 fx 970.945.5558 www.mountaincross-eng.com

DRAINAGE CALCULATIONS for
619 Overlin, Glenwood Springs, CO
10/16/2024

Drainage Area : *P*

Surface description: *Proposed roof, hardscaped improvements, and landscaping*

PROPERTY GENERAL SURFACE DATA

Total Drainage Area: 29,400 sq. ft. 0.67 ac.

RUNOFF COEFFICIENT	sq. ft. or		
Proposed Land Use	est. %	acres	imperviousness = 59%
Roof	6,255	0.14	HSG = B from Fig 6-2
Hardscape &/or Paving	11,145	0.26	C100 = 0.76
Landscaped areas	12,000	0.28	C25 = 0.64
Gravel Driveway	0	0.00	C10 = 0.60
Native Vegetation	0	0.00	C2 = 0.53
TOTAL BASIN ACERAGE		0.67	

TIME OF CONCENTRATION

Overland Flow Time		Length	Slope	C2	Tc
Upstream Elevation	5738.50	35	0.04	0.53	3.77
Dnstream Elevation	5737.00				
Channel Flow Time		Length	Slope	K	Tc
Upstream Elevation	5737.00	260.0	0.02	15.000	1.90
Dnstream Elevation	5731.00				
Total				5.67 min	

RUNOFF

	Intensity	Flowrate
	(in/hr)	(cfs)
2-yr Storm	2.03	0.73
10-yr Storm	3.86	1.56
25-yr Storm	4.88	2.11
100-yr Storm	6.33	3.25

NOTES:

- If land use percentages are used, they have been estimated from satellite image
- Conveyance coefficient K is based on grassed channel

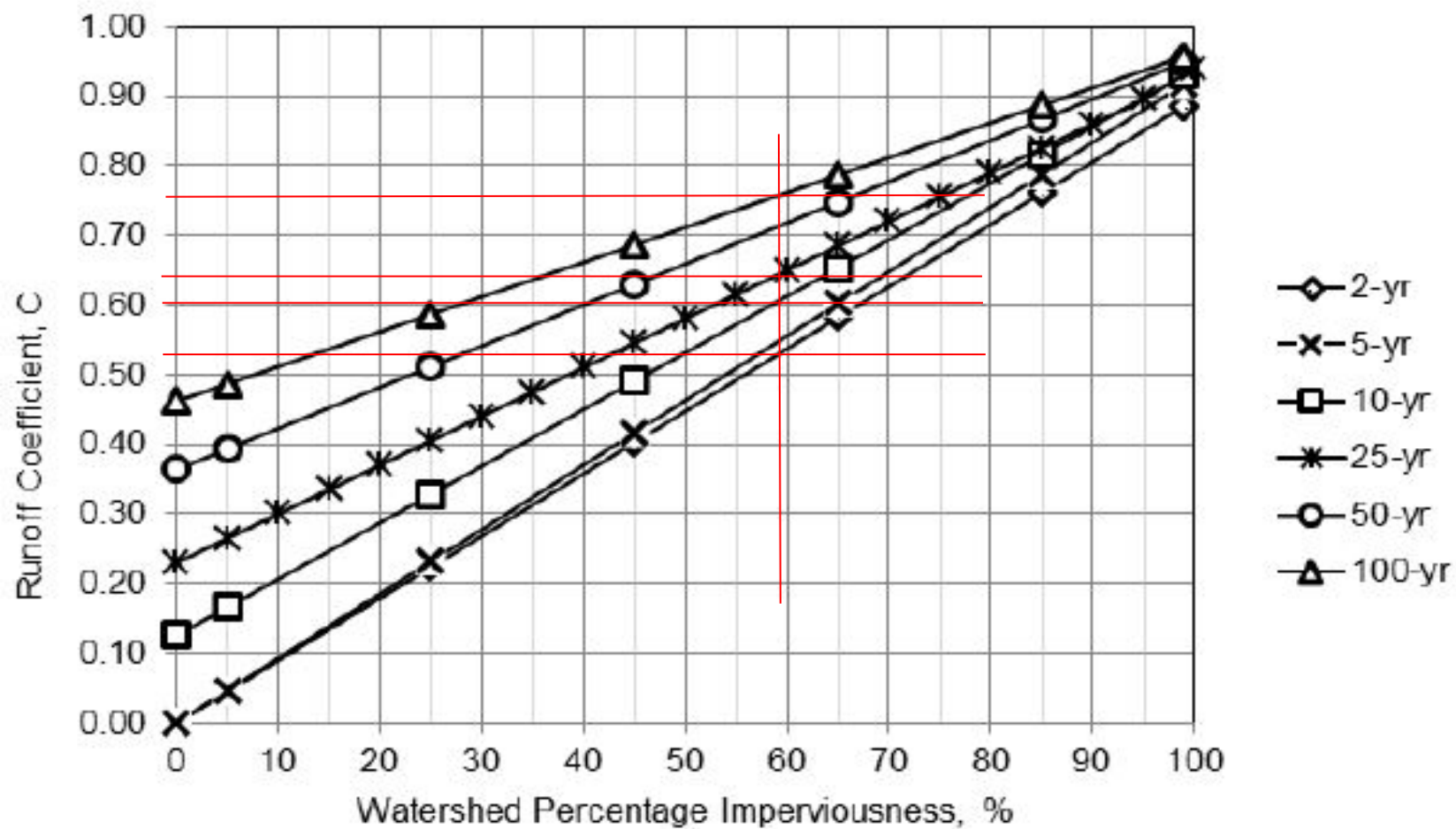


Figure 6-2. Runoff coefficient vs. watershed imperviousness NRCS HSG B

Proposed Coefficients - P1



**MOUNTAIN CROSS
ENGINEERING, INC.**
Civil and Environmental Consulting and Design
828 1/2 Grand Avenue Glenwood Springs, CO 81601
ph 970.845.0544 fx 970.845.0508 www.mountaincrosseng.com

WQCV and DETENTION CALCULATIONS for

P
619 Overlin Drive
10/16/24

WQC Volume: Calculated from Eq. 11.1

Area = 29400 sq. ft.
Coeff, a 0.8 12 hr. Drain time
Imperviousness 0.59 percent as decimal
WQCV= **371 Cubic Feet**

2-yr Detention

Area = 0.675 acres
Tc = 5.67 minutes
Release rate = 0.21 cfs
C = 0.53

2-yr Detention				
Duration	I	Release Volume	Inflow Volume	Volume Difference
(min.)	(in./hr.)	(ft3)	(ft3)	(ft3)
5	2.11	68	228	161
10	1.56	99	338	238
15	1.25	131	406	275
30	0.82	226	532	306
45	0.67	321	652	332
60	0.51	416	662	246

Maximum Volume Difference = Required Detention = 332 Cubic Feet

25-yr Detention

Release rate = 0.88 cfs
C = 0.64

25-yr Detention				
Duration	I	Release Volume	Inflow Volume	Volume Difference
(min.)	(in./hr.)	(ft3)	(ft3)	(ft3)
5	5.04	283	659	376
10	3.75	415	980	565
15	2.98	547	1168	621
30	1.86	945	1458	514
45	1.46	1342	1717	375
60	1.06	1739	1662	-77

Maximum Volume Difference = 621 Cubic Feet

Elevation	Area	Average Ends	Depth (diff)	Volume
5730.65	1414			
5730.45	1033	1223.5	0.20	244.7
5730.00	727	880.0	0.45	396.0
				640.7 Cubic Feet

WQCV = 371 cu.ft. => at elev. 5730.45

2-yr detention volume = 332 cu.ft. < WQCV: Use 5730.45

25-yr detention volume = 621 cu.ft. => at elevation 5730.65

Orifice Calculations = WQCV drain time

Q = 0.003 cfs 9.84 hours
C = 0.600
A = 0.001 sq. ft. 0.50 diameter (in.)
H = 0.200 ft

Orifice Calculations = 2-Year

Q = 0.005 cfs
C = 0.600
A = 0.001 sq. ft. 0.50 diameter (in.)
H = 0.650 ft

Orifice Calculations = 25-Year

Q = 0.762 cfs
C = 0.600
A = 0.196 sq. ft. 6.00 diameter (in.)
H = 0.650 ft
Total flows = 0.005+0.762< 0.88cfs



Maintenance Plan

The following is a checklist to aid the Property Owner of ongoing drainage system maintenance for 619 Overlin Drive. The site will require more frequent cleaning of sediment initially. As the site matures, maintenance should be performed after large magnitude rainfall events and at the changing of the seasons. Damaged, cracked, or missing items should be repaired and replaced as discovered. This is not intended to be an all-inclusive list:

Drainage Swales:

- Verify positive drainage and grade any ponding areas to drain
- Check for exposed and/or damage to PVC liner and repair
- Clean out swales from deposited sediment and debris

Concrete:

- Clean off deposited sediment and debris
- Check for and fill any cracks
- Repair and/or replace broken and damaged items

Pipes:

- Clear inlet grates of debris
- Clear piping of any obstructions
- Clean sumps and piping of deposited mud and debris
- Check offsite end is clear
- Check exposed PVC piping for UV degradation and cracking

Heat Tape and Snowmelt:

- Check for correct operation in pipes, roof gutters, and downspouts and repair as necessary
- Check for correct operation in trench drains and drywell and repair as necessary
- Check for correct operation in snowmelt area and repair as necessary
- Turn on heat tape for cold seasons and turn off for warm seasons

Detention and WQCV Pond:

- Remove sediment, debris, and litter from pond
- Clear mud and debris from inlets and outlets

Overall:

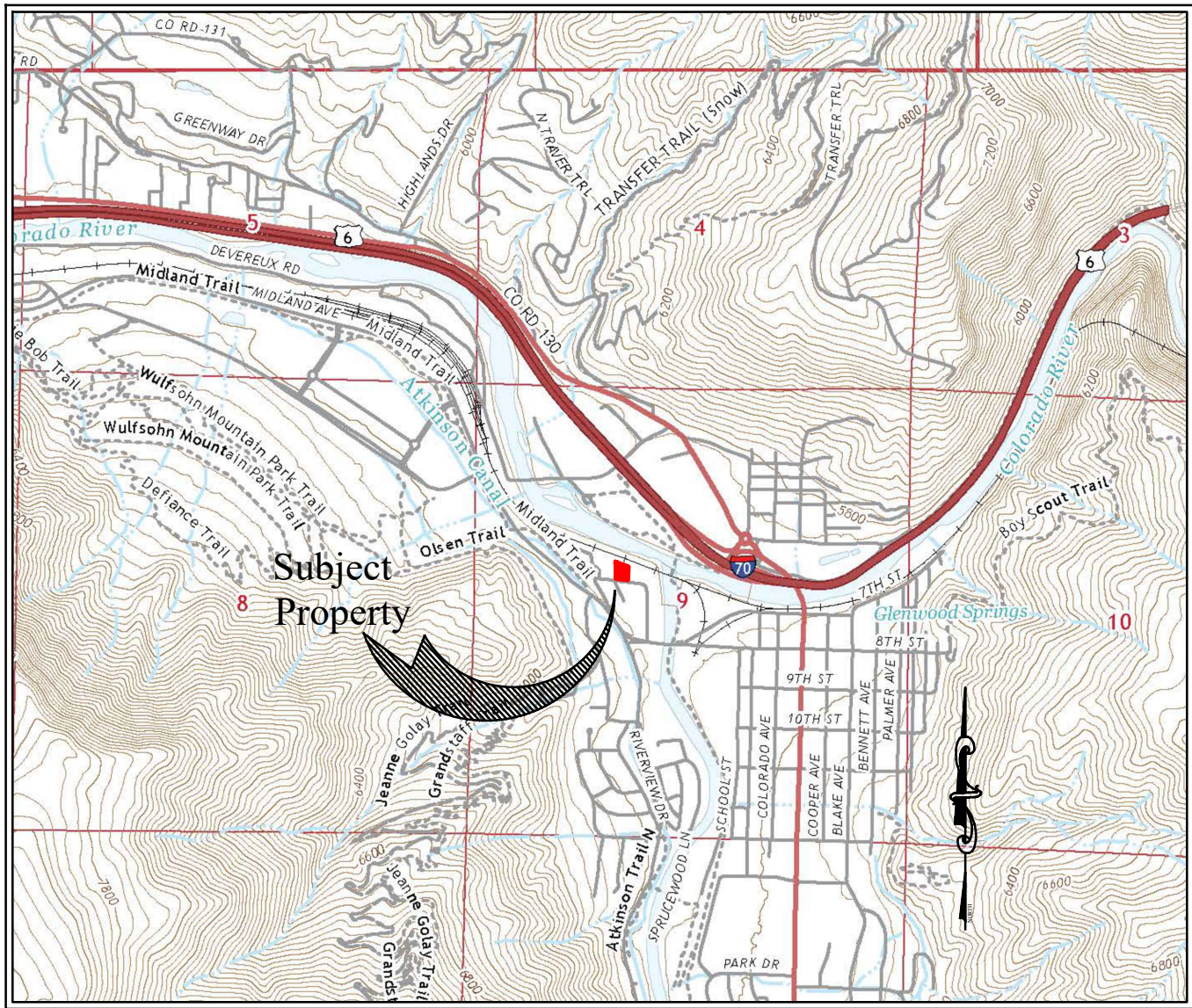
- Check site for differential settlement creating any areas of ponding and grade to drain
- Check site for locations where runoff may breach and bypass the drainage system and correct
- Keep roof gutters and downspouts clear of debris

Unit Type	Type of Unit	Number of Units	Square Feet	Garage Square Feet	Total Unit Square Feet
A	2 bedroom/1.5 bath - 3 story	5	1024	550	1574
B	2 bedroom/1.5 bath - 2 story (no garage)	5	1024	0	1024
C	2 bedroom/1 bath ADA accessible single story	1	736	0	736
	Total habitable square footage				10976
	Total square footage				16476
Rental Deed Restricted - 2 units					
A	One Type A Unit for Rent				
C	One Type C Unit for Rent				
For Sale Deed Restricted - 1 Unit					
B	One Type B Unit for Sale				

619 Overlin LLC – Public Art Plan

The Owners of 619 Overlin LLC, Roger Giard and Ben West, have elected to pay the fee in lieu of installation of art on the project. The total gross residential floor area of is 10,976 with ten (10) – 1,024 square foot dwellings and one 736 sf dwelling.

The Owners have not determined whether the project will be for sale or for rent so at this stage, it is not feasible to determine the total gross residential floor area as there are different requirements.



VICINITY MAP
SCALE 1" = 2,000'

NOTES:

- 1) THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS, SETBACKS AND EASEMENTS OF RECORD, OR IN PLACE AND EXCEPTIONS TO TITLE SHOWN IN THE TITLE COMMITMENT PREPARED BY TITLE COMPANY OF THE ROCKIES, COMMITMENT NO. 0604617-C6, EFFECTIVE DATE APRIL 12, 2024.
- 2) THE DATES OF THIS SURVEY WERE APRIL, 2024.
- 3) BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S83°04'00"E BETWEEN THE NORTHWEST CORNER OF LOT 7, MOUNTAIN VIEW SUBDIVISION AS AMENDED, BEING A NO. 5 REBAR & 1.25" ORANGE PLASTIC CAP L.S. NO. 38215 FOUND IN PLACE, AND THE NORTHEAST CORNER OF LOT 6, MOUNTAIN VIEW SUBDIVISION AS AMENDED, BEING A NO. 5 REBAR & 1.25" YELLOW PLASTIC CAP L.S. ILLEGIBLE FOUND IN PLACE. BEARINGS ARE BASED ON THE SOUTH LINE OF OVERLIN DRIVE AS DESCRIBED IN QUIT CLAIM DEED AT RECEPTION NO. 270879, RECORDED JANUARY 7, 1975.
- 4) UNITS OF MEASURE FOR ALL DIMENSIONS SHOWN HEREON IS U.S. SURVEY FEET.
- 5) THIS SURVEY IS BASED ON THE QUIT CLAIM DEED RECORDED DECEMBER 28, 2018 AS RECEPTION NO. 915782 AND DEED RECORDED SEPTEMBER 11, 1972 AS RECEPTION NO. 255229 IN THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AND CORNERS FOUND IN PLACE.
- 6) ALL CORNERS, FOUND OR SET, UNLESS NOTED ARE FLUSH WITH THE GROUND.
- 7) THIS PROPERTY IS ZONED RESIDENTIAL HIGH DENSITY PER CITY OF GLENWOOD SPRINGS ZONE DISTRICTS MAP EFFECTIVE JANUARY 27, 2019. SETBACKS ARE AS FOLLOWS AND SHOULD BE VERIFIED BY THE CITY OF GLENWOOD SPRINGS BEFORE CRITICAL DESIGN OR CONSTRUCTION.
FRONT 10 FEET
SIDE 5 FEET
REAR 10 FEET
- 8) PER CITY OF GLENWOOD SPRINGS MUNICIPAL CODE VERSION: FEB. 2, 2024 070.040.030(E)(3)(B)(2.) NO DWELLING UNIT SHALL BE LOCATED WITHIN FIFTY (50) FEET OF ACTIVE RAILROAD RIGHT-OF-WAY.
- 9) THIS PROPERTY MAY BE SUBJECT TO A WATER LINE EASEMENT. CITY WATERLINE 2 WAS NOTED AS CROSSING THIS PROPERTY ON PAGE 18 OF COLORADO DEPARTMENT OF HIGHWAYS PLAN AND PROFILE OF PROPOSED COMB. FEDERAL AID PROJECT NO. F001-1(6) & F 001-2 (6) STATE HIGHWAY NO. 4 REV. DATE 09-01-54-S.W.Z. NO EVIDENCE THAT WATERLINE WAS FOUND ON SITE AT THE TIME OF SURVEY.

SURVEY REFERENCE MATERIAL

1. WISCH SUBDIVISION NO. 1, RECORDED AS RECEPTION NO. 451656, FINAL PLAT WISCH TOWNHOMES LOTS 1 & 2, RECORDED SEPTEMBER 12, 1996 AS RECEPTION NO. 498318 AND DEED RECORDED OCTOBER 29, 1981 AS RECEPTION NO. 320825.
2. COLORADO DEPARTMENT OF HIGHWAYS PLAN AND PROFILE OF PROPOSED COMB. FEDERAL AID PROJECT NO. F001-1(6) & F 001-2 (6) STATE HIGHWAY NO. 4 REV. DATE 09-01-54-S.W.Z.
3. BOUNDARY SURVEY 602 COWDIN DRIVE, PERFORMED BY GAMBA ENGINEERING AND SURVEY DATED JULY 11, 2021 PROJECT NO. 21526.
4. IMPROVEMENT LOCATION CERTIFICATE 623 OVERLIN DRIVE, PERFORMED BY HIGH COUNTRY ENGINEERING DATED OCTOBER 28, 2019 PROJECT NO. 2191712.

SURVEYOR'S NOTE

619 OVERLIN DRIVE, GLENWOOD SPRINGS, CO, SHOWN AS ONE PARCEL PER GARFIELD COUNTY ASSESSOR, AS TAX PARCEL (218509200013).
PER THE FOLLOWING DOCUMENTS RECORDED IN THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE IT CONSISTS OF TWO PARCELS, PARCEL "A" AND PARCEL "B" AS NOTED BELOW.

THIS PROPERTY ORIGINATES FROM TWO PARENTING PARCELS OF LAND.
PARCEL A - WESTERLY LOT SHOWN ON THIS SURVEY, DEED OF WHICH WAS RECORDED SEPTEMBER 11, 1972 AS RECEPTION NO. 255232, WAS SUBDIVIDED INTO TWO PARCELS, THE PROPERTY SHOWN HEREON BEING THE EASTERLY PARCEL OF THOSE TWO PARCELS. RECEPTION NO. 247775 IS EXCEPTED OUT OF PARCEL "A" CREATING WHAT IS NOW KNOWN AS WISCH TOWNHOMES. DEED OF NOTE FOR THESE PARCELS WAS RECORDED OCTOBER 29, 1981 AS RECEPTION NO. 320823. IN SAID DOCUMENT, A CALL WAS CHANGED FROM AN ORIGINAL CALL PER RECEPTION NO. 247775 OF N02° 31' 59" W A DISTANCE OF 216.91', TO A CALL OF S00°19'47" W A DISTANCE OF 195.97' AT A NO. 5 REBAR, 18" LONG, WITH AN ALUMINUM CAP L.S. NO. 15710. THE CORNERS ALONG THE NORTH BOUNDARY WERE FOUND DURING THIS SURVEY AND ACCEPTED. THE CALL TO THE TIE WAS UPDATED.

PARCEL B - EASTERLY LOT SHOWN ON THIS SURVEY, DEED OF WHICH WAS RECORDED JAN 18, 1960 AS RECEPTION NO. 208095, WAS SUBDIVIDED INTO THREE PARCELS, THE PROPERTY SHOWN HEREON BEING THE WESTERLY PARCEL OF THOSE THREE PARCELS. NOTE: SAID DEED HAS A LARGE ERROR OF CLOSURE AS SHOWN IN PARCEL DIAGRAM.

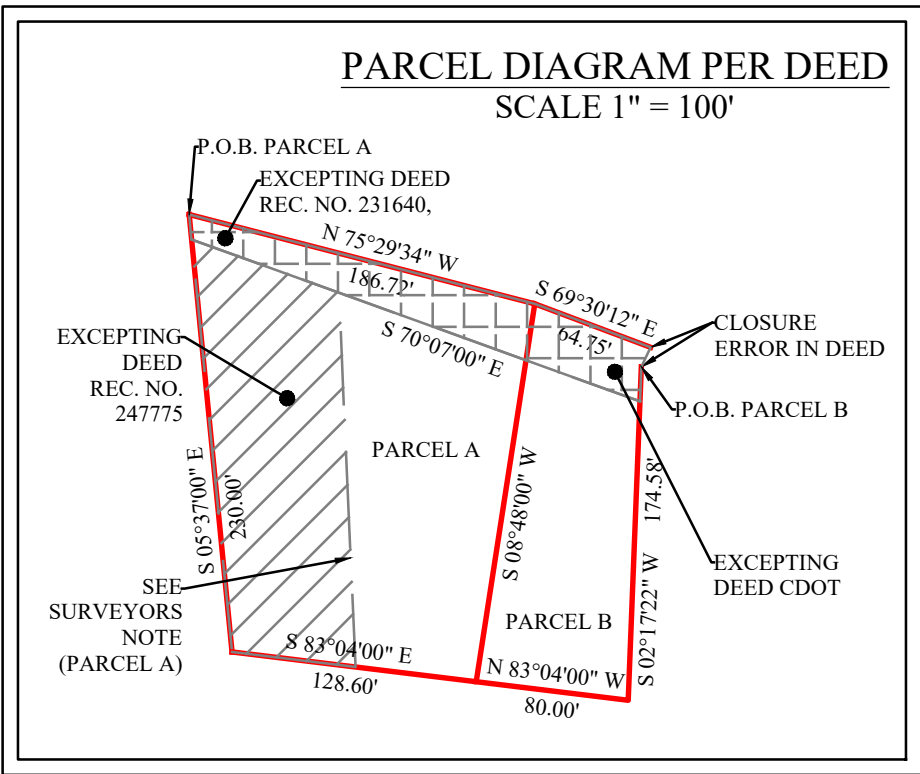
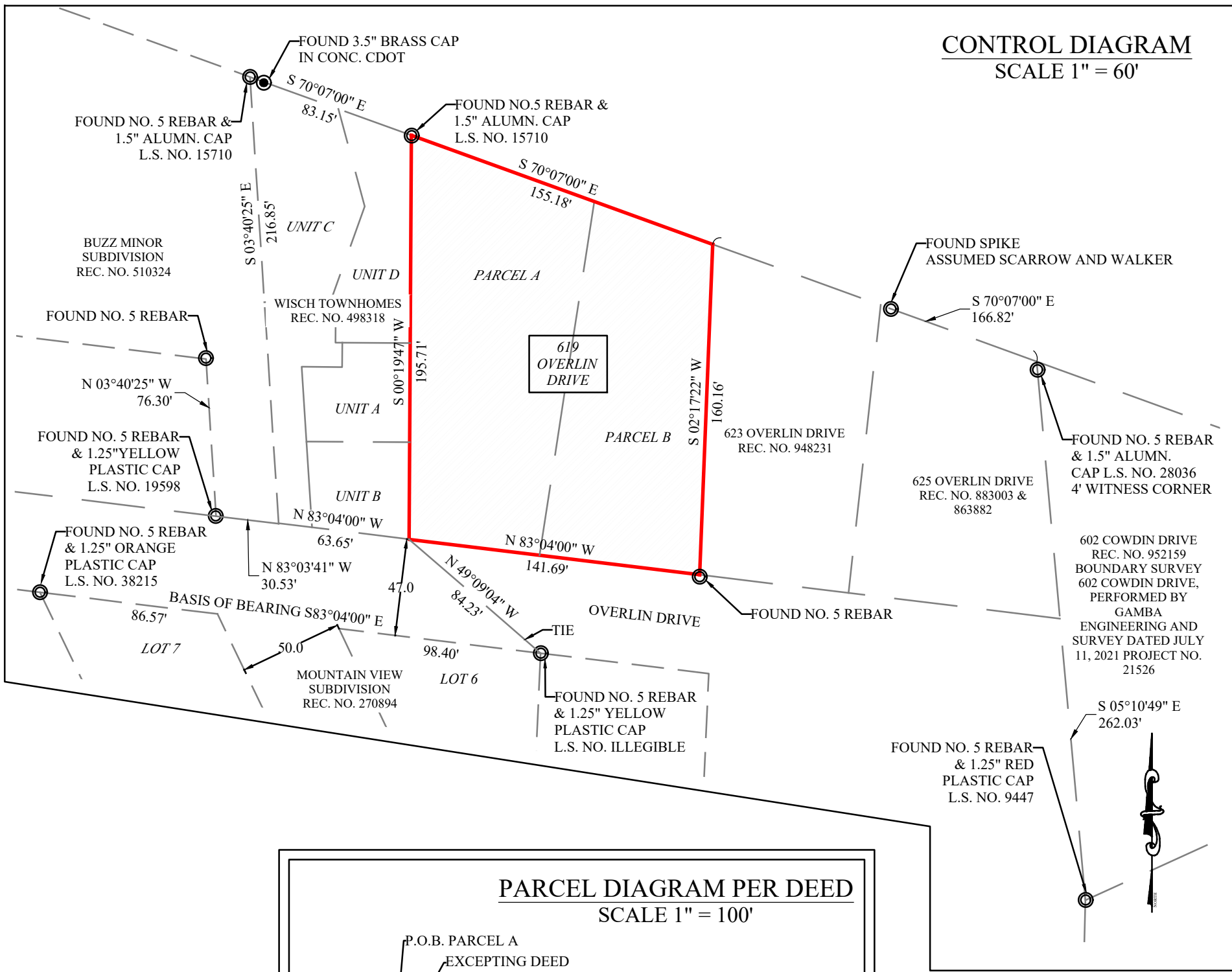
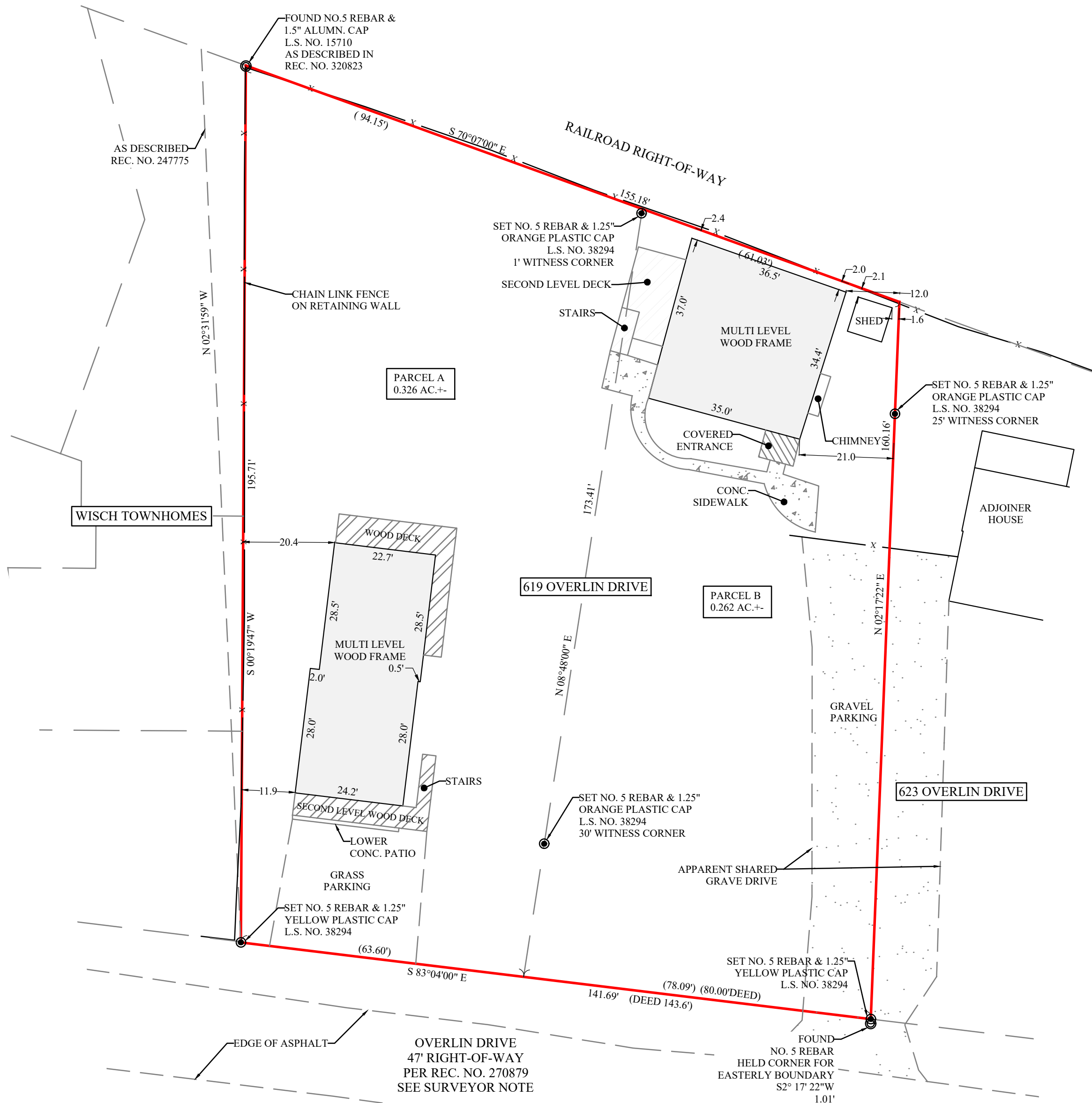
OVERLIN DRIVE 47' RIGHT-OF-WAY
SEVERAL PLATS OF NEIGHBORING PARCELS TO THE WEST SHOW THAT OVERLIN DRIVE IS A 50' RIGHT-OF-WAY. PER QUIT CLAIM DEED RECORDED JANUARY 7, 1976 AT RECEPTION NO. 270879, THE EAST-WEST RUNNING RIGHT-OF-WAY IS 47' AND THE NORTH-SOUTH RUNNING RIGHT-OF-WAY IS 50'.

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

IMPROVEMENT SURVEY PLAT

619 OVERLIN DRIVE

A TRACT OF LAND SITUATED IN THE SE1/4,NW1/4 OF SECTION 9,
TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF GLENWOOD SPRINGS, COUNTY OF GARFIELD, STATE OF COLORADO



IMPROVEMENT SURVEY STATEMENT

I HEREBY STATE THAT THIS IMPROVEMENT SURVEY WAS PREPARED BY DRAKE CONSULTING, INC. FOR 619 OVERLIN DRIVE, LLC, THE ESTATE OF ROSIE B. FERRIN & TITLE COMPANY OF THE ROCKIES.

I FURTHER STATE THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, APRIL 29, 2024, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED. I FURTHER STATE THAT I HAVE EXAMINED THE TITLE COMMITMENT PREPARED BY TITLE COMPANY OF THE ROCKIES, COMMITMENT NO. 0604617-C6, EFFECTIVE DATE APRIL 12, 2024, AND FIND ALL EXCEPTIONS TO TITLE THAT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON TO THE BEST OF MY KNOWLEDGE AND BELIEF.

TRAVIS J. KAISER,
COLORADO P.L.S. NO. 38294
FOR, AND ON BEHALF OF DRAKE CONSULTING, INC.



PROPERTY DESCRIPTION

PER TITLE COMMITMENT NO. 0604617-C6

PARCEL A:

A TRACT OF LAND SITUATED IN THE SE 1/4 NW 1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH P.M. AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BANK OF THE COLORADO RIVER WHENCE THE SOUTHWEST CORNER OF SAID SE1/4NW1/4 BEARS S. 29°42' W. 698.6 FEET; THENCE S. 5°37' E. 230 FEET; THENCE S. 83°04' E. 128.6 FEET; THENCE N. 8°48' E. 200 FEET TO THE SOUTHERLY BANK OF THE COLORADO RIVER AND THENCE NORTHERLY AND WESTERLY ALONG THE SOUTHERLY BANK OF THE COLORADO RIVER TO THE POINT OF BEGINNING, LESS ALL THAT PORTION THEREOF HERETOFORE CONVEYED BY QUIT CLAIM DEED RECORDED AS DOCUMENT NO. 247775 IN BOOK 414 AT PAGE 135. EXCEPT ALL PORTIONS THEREOF HERETOFORE CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, IN DEED RECORDED AS DOCUMENT NO. 231640 IN BOOK 369 AT PAGE 490.

PARCEL B:

A PARCEL OF LAND IN THE CITY OF GLENWOOD SPRINGS, COLORADO, BEING SITUATED IN THE SE1/4NW1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE 6TH P.M., LYING SOUTHERLY OF THE COLORADO RIVER AND NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF A ROADWAY AS CONSTRUCTED AND IN PLACE, SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BANK OF THE COLORADO RIVER WHENCE THE SOUTHWEST CORNER OF SAID SE1/4NW1/4 BEARS S. 69°30'12" E. 159.00 FEET AND S. 57°25'00" W. 878.90 FEET; THENCE S. 02°17'22" W. 174.58 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ROADWAY; THENCE N. 83°04'00" W. 80.00 FEET ALONG SAID ROADWAY; THENCE N. 08°48'00" E. 200.00 FEET TO A POINT ON THE SOUTHERLY BANK OF SAID RIVER; THENCE S. 69°30'12" E. 64.75 FEET ALONG THE SOUTHERLY BANK OF SAID RIVER, TO THE POINT OF BEGINNING. EXCEPT ALL PORTIONS THEREOF HERETOFORE CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, IN DEED RECORDED AS DOCUMENT NO. 231640 IN BOOK 369 AT PAGE 490.

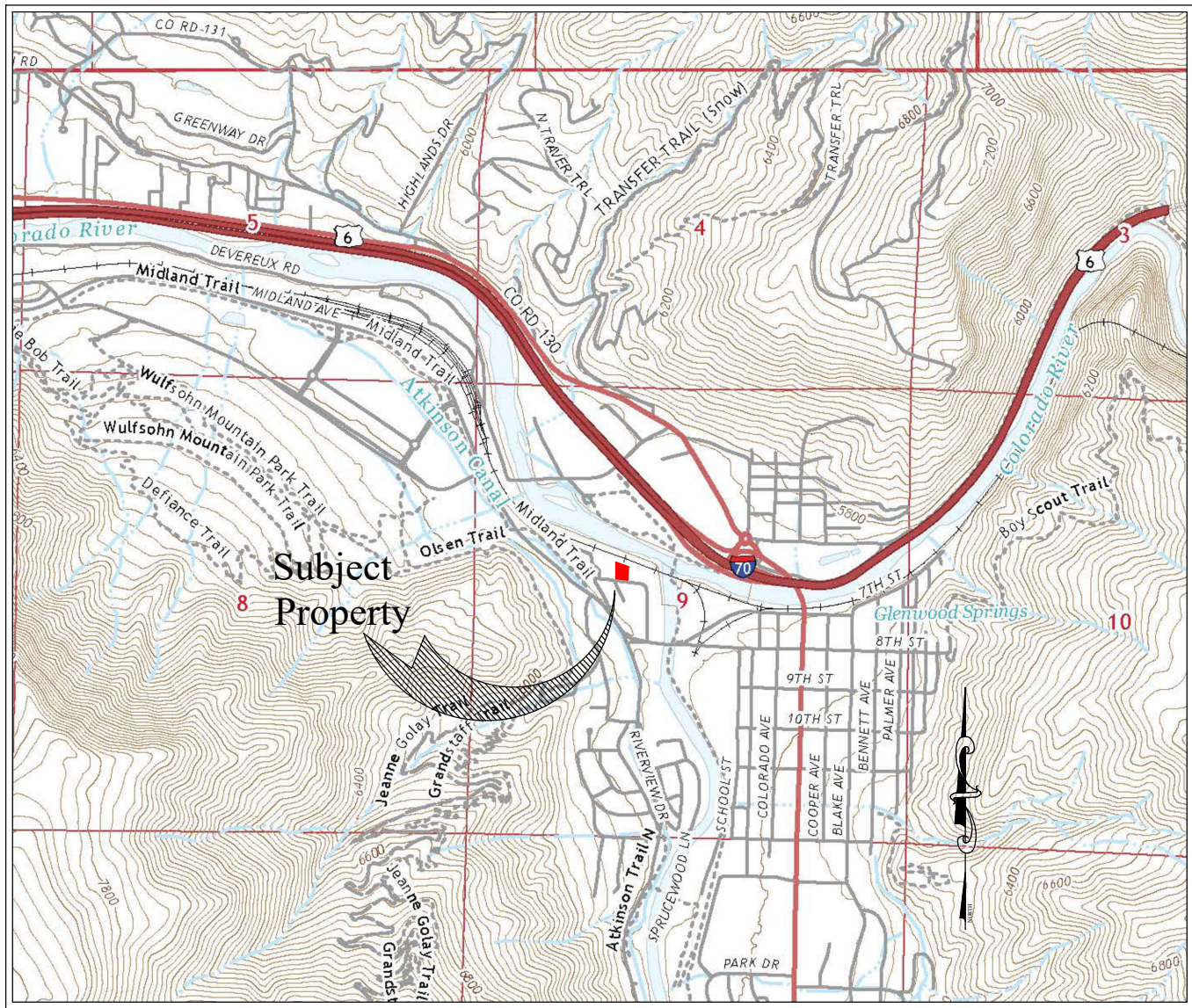
COUNTY OF GARFIELD,
STATE OF COLORADO.

ABBREVIATION	
LS	LICENSED SURVEYOR
NO.	NUMBER
ALUMN.	ALUMINUM
AC	ACRE
(TYP)	TYPICAL
CONC.	CONCRETE
REC.	RECEPTION

Drake Consulting, Inc.

Land Surveying
PO Box 709 Rifle, CO 81650
Phone 970-987-1389
www.DrakeConsulting.CO

Drawn By:	NO.	Date	Revision	By	Project NO.
TJK					24021
Checked By:					
TJK					
Date:					
MAY 13, 2024					
Computer File:					
CAD/24/021.DWG					
619 OVERLIN DRIVE, LLC 619 OVERLIN DRIVE, GLENWOOD SPRINGS IMPROVEMENT SURVEY PLAT					1 OF 1



VICINITY MAP
SCALE 1" = 2,000'

PROPERTY DESCRIPTION

PER TITLE COMMITMENT NO. 0604617-C6

PARCEL A:

A TRACT OF LAND SITUATED IN THE SE 1/4 NW 1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH P.M. AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BANK OF THE COLORADO RIVER WHENCE THE SOUTHWEST CORNER OF SAID SE1/4NW1/4 BEARS S. 29°42' W. 698.6 FEET; THENCE S. 57°37' E. 230 FEET; THENCE S. 83°04' E. 128.6 FEET; THENCE N. 8°48' E. 200 FEET TO THE SOUTHERLY BANK OF THE COLORADO RIVER AND THENCE NORTHERLY AND WESTERLY ALONG THE SOUTHERLY BANK OF THE COLORADO RIVER TO THE POINT OF BEGINNING, LESS ALL THAT PORTION THEREOF HERETOFORE CONVEYED BY QUITCLAIM DEED RECORDED AS DOCUMENT NO. 24775 IN BOOK 414 AT PAGE 138. EXCEPT ALL PORTIONS THEREOF HERETOFORE CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, IN DEED RECORDED AS DOCUMENT NO. 231640 IN BOOK 369 AT PAGE 490.

PARCEL B:

A PARCEL OF LAND IN THE CITY OF GLENWOOD SPRINGS, COLORADO, BEING SITUATED IN THE SE1/4NW1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH P.M. LYING SOUTHERLY OF THE COLORADO RIVER AND NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF A ROADWAY AS CONSTRUCTED AND IN PLACE, SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BANK OF THE COLORADO RIVER WHENCE THE SOUTHWEST CORNER OF SAID SE1/4NW1/4 BEARS S. 69°30'12" E. 159.00 FEET AND S. 57°25'00" W. 878.90 FEET; THENCE S. 02°17'22" W. 174.58 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ROADWAY; THENCE N. 83°04'00" W. 80.00 FEET ALONG SAID ROADWAY; THENCE N. 08°48'00" E. 200.00 FEET TO A POINT ON THE SOUTHERLY BANK OF SAID RIVER; THENCE S. 69°30'12" E. 64.75 FEET ALONG THE SOUTHERLY BANK OF SAID RIVER, TO THE POINT OF BEGINNING. EXCEPT ALL PORTIONS THEREOF HERETOFORE CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, IN DEED RECORDED AS DOCUMENT NO. 231640 IN BOOK 369 AT PAGE 490.

COUNTY OF GARFIELD,
STATE OF COLORADO.

NOTES:

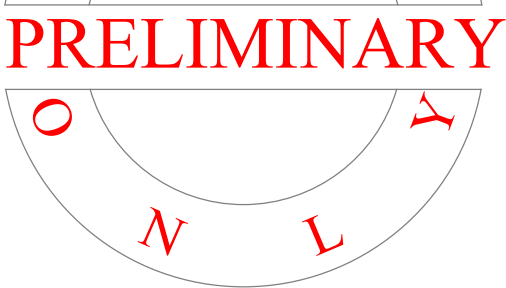
- 1) THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS, SETBACKS AND EASEMENTS OF RECORD, OR IN PLACE AND EXCEPTIONS TO TITLE SHOWN IN THE TITLE COMMITMENT PREPARED BY TITLE COMPANY OF THE ROCKIES, COMMITMENT NO. 0604617-C6, EFFECTIVE DATE APRIL 12, 2024.
- 2) THE DATE OF THIS SURVEY WAS APRIL, 2024.
- 3) BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S83°04'00"E BETWEEN THE NORTHWEST CORNER OF LOT 7, MOUNTAIN VIEW SUBDIVISION AS AMENDED, BEING A NO. 5 REBAR & 1.25" ORANGE PLASTIC CAP, L.S. NO. 38215 FOUND IN PLACE, AND THE NORTHEAST CORNER OF LOT 6, MOUNTAIN VIEW SUBDIVISION AS AMENDED, BEING A NO. 5 REBAR & 1.25" YELLOW PLASTIC CAP, L.S. ILLEGIBLE FOUND IN PLACE. BEARINGS ARE BASED ON THE SOUTH LINE OF OVERLIN DRIVE AS DESCRIBED IN QUIT CLAIM DEED AT RECEPTION NO. 270879, RECORDED JANUARY 7, 1975.
- 4) UNITS OF MEASURE FOR ALL DIMENSIONS SHOWN HEREON IS U.S. SURVEY FEET.
- 5) THIS SURVEY IS BASED ON THE QUIT CLAIM DEED RECORDED DECEMBER 28, 2018 AS RECEPTION NO. 915782 AND DEED RECORDED SEPTEMBER 11, 1972 AS RECEPTION NO. 255229 AND IMPROVEMENT SURVEY PLAT RECORDED AS RECEPTION NO. _____ IN THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE AND CORNERS FOUND IN PLACE.
- 6) ALL CORNERS, FOUND OR SET, UNLESS NOTED ARE FLUSH WITH THE GROUND.
- 7) THIS PROPERTY IS ZONED RESIDENTIAL HIGH DENSITY PER CITY OF GLENWOOD SPRINGS ZONE DISTRICTS MAP EFFECTIVE JANUARY 27, 2019. SETBACKS ARE AS FOLLOWS AND SHOULD BE VERIFIED BY THE CITY OF GLENWOOD SPRINGS BEFORE CRITICAL DESIGN OR CONSTRUCTION.
FRONT 10 FEET
SIDE 5 FEET
REAR 10 FEET
- 8) PER CITY OF GLENWOOD SPRINGS MUNICIPAL CODE VERSION: FEB 2, 2024 070.040.030(E)(3)(B.)(2.) NO DWELLING UNIT SHALL BE LOCATED WITHIN FIFTY (50) FEET OF ACTIVE RAILROAD RIGHT-OF-WAY.
- 9) THIS PROPERTY MAY BE SUBJECT TO A WATER LINE EASEMENT. CITY WATERLINE 2 WAS NOTED AS CROSSING THIS PROPERTY ON PAGE 18 OF COLORADO DEPARTMENT OF HIGHWAYS PLAN AND PROFILE OF PROPOSED COMB. FEDERAL AID PROJECT NO. F001-1(6) & F 001-2 (6) STATE HIGHWAY NO. 4 REV. DATE 09-01-54-S.W.Z. NO EVIDENCE THAT WATERLINE WAS FOUND ON SITE AT THE TIME OF SURVEY.

SURVEYOR'S CERTIFICATE

I, TRAVIS J. KAISER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE _____ PLAT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND/OR UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID SUBDIVISION AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH THE CITY OF GLENWOOD SPRINGS REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS _____ DAY OF _____, 20XX.

TRAVIS J. KAISER,
COLORADO P.L.S. NO. 38294
FOR, AND ON BEHALF OF DRAKE CONSULTING, INC.



PRELIMINARY PLAT

619 OVERLIN DRIVE

A TRACT OF LAND SITUATED IN THE SE1/4,NW1/4 OF SECTION 9,
TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF GLENWOOD SPRINGS, COUNTY OF GARFIELD, STATE OF COLORADO



PARCEL INFORMATION
PARENT PARCEL A: 14,193.19 SQ. FT. ±
PARENT PARCEL B: 11,425.92 SQ. FT. ±
PARENT PARCEL TOTAL: 25,619.11 SQ. FT. ±

UNIT 1: 512.00 SQ. FT. ±
UNIT 2: 512.00 SQ. FT. ±
UNIT 3: 512.00 SQ. FT. ±
UNIT 4: 512.00 SQ. FT. ±
UNIT 5: 512.00 SQ. FT. ±
UNIT 6: 735.88 SQ. FT. ±
UNIT 7: 517.00 SQ. FT. ±
UNIT 8: 517.00 SQ. FT. ±
UNIT 9: 517.00 SQ. FT. ±
UNIT 10: 517.00 SQ. FT. ±
UNIT 11: 517.00 SQ. FT. ±
UNIT TOTAL: 5,880.88 SQ. FT. ±
COMMON AREA: 19,738.23 SQ. FT. ±

NOTE: DIMENSIONS IN RED WILL BE REMOVED FROM FINAL PLAT

ABBREVIATION	
L.S.	LICENSED SURVEYOR
NO.	NUMBER
ALUMN.	ALUMINUM
AC	ACRE
(TYP.)	TYPICAL
CONC.	CONCRETE
REC.	RECEPTION

Drake Consulting, Inc.

Land Surveying
PO Box 709 Rifle, CO 81650
Phone 970-987-1389
DrakeConsultingInc.com

Drawn By:	ARK	NO.	Date	Revision	By	619 OVERLIN DRIVE, LLC 619 OVERLIN DRIVE, GLENWOOD SPRINGS PRELIMINARY PLAT	Project NO. 24021 1 OF 1
Checked By:	TJK						
Date:	OCTOBER 21, 2024						
Computer File:	021-PLAT.DWG						

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT 619 OVERLIN DRIVE LLC, BEING SOLE OWNERS IN FEE SIMPLE OF ALL THAT REAL PROPERTY DESCRIBED AS FOLLOWS:

PARCEL DESCRIPTION TO BE WRITTEN AS COMBINED A & B FOR FINAL PLAT, COUNTY OF GARFIELD, STATE OF COLORADO, CONTAINING 0.588 ACRES MORE OR LESS, HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND BLOCKS AS SHOWN HEREON AND DESIGNATE THE SAME AS _____ IN THE CITY OF GLENWOOD SPRINGS, COUNTY OF GARFIELD, COLORADO, FOR PUBLIC USE THE STREETS SHOWN HEREON, INCLUDING AVENUES, DRIVES, COURTS, PLACES AND ALLEYS, THE PUBLIC LANDS SHOWN HEREON FOR THEIR INDICATED PUBLIC USE, AND THE UTILITY AND DRAINAGE EASEMENTS SHOWN HEREON FOR UTILITY AND DRAINAGE PURPOSES ONLY; AND SO FURTHER STATE THAT THIS SUBDIVISION SHALL BE SUBJECT TO THE PROTECTIVE COVENANTS FILED AND RECORDED FOR THIS SUBDIVISION IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO AS RECEPTION NO. _____, AND SUBJECT TO THE SUBDIVISION AGREEMENT NO. _____.

EXECUTED THIS _____ DAY OF _____, A.D., 20__.

BENJAMIN WEST, MEMBER
619 OVERLIN DRIVE LLC
319 WALZ AVENUE
GLENWOOD SPRINGS, CO 81601
970-945-7653
BENWESTREALTOR@gmail.com

STATE OF COLORADO)

JSS
COUNTY OF GARFIELD)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D., 20__, BY _____

MY COMMISSION EXPIRES: _____
WITNESS MY HAND AND OFFICIAL SEAL.

(SEAL)

NOTARY PUBLIC

CITY COUNCIL CERTIFICATE

THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF GLENWOOD SPRINGS, GARFIELD COUNTY, COLORADO THIS _____ DAY OF _____, A.D., 20__, FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY AND FOR CONVEYANCE TO THE CITY OF THE PUBLIC DEDICATIONS SHOWN HEREON; SUBJECT TO THE PROVISION THAT THE APPROVAL IN NO WAY OBLIGATES THE CITY OF GLENWOOD SPRINGS FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE CITY COUNCIL IN THE SUBDIVISION AGREEMENT.

MAYOR

WITNESS MY HAND AND SEAL OF THE CITY OF GLENWOOD SPRINGS.

ATTEST:

CITY CLERK

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY AT _____ O'CLOCK _____, ON THIS _____ DAY OF _____, 20__, AS RECEPTION NO. _____.

CLERK AND RECORDER

BY:

DEPUTY

LINE TABLE		
Line No.	Bearing	Distance
L1	S83°04'00"E	16.00'
L2	S06°56'00"W	32.00'
L3	N83°04'00"W	16.00'
L4	N06°56'00"E	32.00'
L5	S83°04'00"E	16.00'
L6	S06°56'00"W	32.00'
L7	N83°04'00"W	16.00'
L8	N06°56'00"E	32.00'
L9	S83°04'00"E	16.00'
L10	N06°56'00"E	32.00'
L11	N83°04'00"W	16.00'
L12	N06°56'00"E	32.00'
L13	S83°04'00"E	16.00'
L14	S06°56'00"W	32.00'
L15	N83°04'00"W	16.00'
L16	N06°56'00"E	32.00'
L17	S83°04'00"E	16.00'
L18	S06°56'00"W	32.00'
L19	N83°04'00"W	16.00'
L20	N06°56'00"E	32.00'

LINE TABLE		
Line No.	Bearing	Distance
L21	N70°07'00"W	16.00'
L22	N19°54'42"E	46.00'
L23	S70°05'18"E	16.00'
L24	N19°54'49"E	46.00'
L25	N70°07'00"W	11.00'
L26	S19°53'00"W	2.00'
L27	N70°07'00"W	5.00'
L28	N19°53'00"E	34.00'
L29	S70°07'00"E	16.00'
L30	S19°53'00"W	32.00'
L31	N70°07'00"W	11.00'
L32	S19°53'00"W	2.00'
L33	N70°07'00"W	5.00'
L34	N19°53'00"E	34.00'
L35	S70°07'00"E	16.00'
L36	S19°53'00"W	32.00'
L37	N70°07'00"W	11.00'
L38	S19°53'00"W	2.00'
L39	N70°07'00"W	5.00'
L40	N19°53'00"E	34.00'

LINE TABLE		
Line No.	Bearing	Distance
L41	S70°07'00"E	16.00'
L42	S19°53'00"W	32.00'
L43	N70°07'00"W	11.00'
L44	S19°53'00"W	2.00'
L45	N70°07'00"W	5.17'
L46	N19°53'00"E	34.00'
L47	S70°07'00"E	16.00'
L48	S19°53'00"W	32.00'
L49	N70°07'00"W	11.00'
L50	S19°53'00"W	2.00'
L51	N70°07'00"W	5.00'
L52	N19°53'00"E	34.00'
L53	S70°07'00"E	16.00'
L54	S19°53'00"W	32.00'
L55	N16°52'51"E	19.29'
L56	N04°24'13"E	87.61'

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

**DECLARATIONS FOR
619 OVERLIN DRIVE
HOMEOWNERS ASSOCIATION**

DECLARATION FOR
619 OVERLIN DRIVE HOMEOWNERS ASSOCIATION

THIS DECLARATION FOR 619 Overlin Drive HOMEOWNERS ASSOCIATION is made and entered into this _____, day of _____ by _____ a Colorado limited liability company (the "Declarant").

Recitals

A. The community known as the 619 Overlin Drive Homeowners Association was created pursuant to the Declaration for 619 Overlin Drive Homeowners Association was recorded on _____ as Reception No. _____ in the Garfield County Records (the "Original Declaration").

B. Declarant is the owner of the real property located in Garfield County, State of Colorado identified on attached Exhibit A (the "Property"). The purpose of this Declaration is to create a residential planned community ("Project") pursuant to the Colorado Common Interest Ownership Act, Article 33.3, Title 38, Colorado Revised Statutes, as amended and supplemented from time to time ("Act") and other improvements located on the Property.

C. The Property is improved with four residential units (each a "Unit"). Each Unit is located on a "Lot". The functions, activities, physical appearance and other features commonly associated with residential uses hereby are and shall be expressly permitted in the Community (defined below), as more particularly described, provided for and governed herein. No additional units may be established on the Property by subdivision of existing Units or otherwise.

D. This Declaration and the Association (defined below) were being formed to (1) provide for the operation, administration, use, and maintenance of certain common areas and other property as described herein below; (2) to preserve, protect, and enhance the values and amenities of such property; and (3) to promote the health, safety, and welfare of the members of the Association.

E. The Lots and Units are designated on the Plat. The Common Elements are also designated on the Plat.

F. In accordance with Section 118 of the Colorado Common Interest Ownership Act, the Declarant hereby submitted the Property and the Project to the provisions of the Act. In the event that the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable.

G. By this Declaration and the Plat, a plan is hereby established for the separate fee simple ownership of the Lots by the Owners as depicted in the Plat.

H. The Original Declaration is hereby amended by the Declarant in accordance with Section 13.3 of the Original Declaration.

NOW, THEREFORE, the Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations, and obligations

shall be deemed to run with the land comprising the Property and the Community, and shall be a burden and a benefit to the Owners, their lenders, grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE 1

General Purposes and Declaration

1.1 General Purposes. Declarant is the owner of certain real property described on Exhibit A, according to the Plat defined below. The real property, together with all improvements now or hereafter situated thereon, are hereinafter collectively referred to as the "Project." Declarant intends to develop the Project as a planned community under the name and style of "619 Overlin Drive" pursuant to the provisions of the Colorado Common Interest Ownership Act, Section 38-33.3-101, et. seq. of the Colorado Revised Statutes, as it may be amended from time to time (the "Act"). The planned community hereby created is hereinafter referred to as the "Community". The Community shall contain a maximum of 11 (eleven) individual owned homes.

1.2 Declaration. For the purposes set forth above and herein, the Declarant for itself and its successors and assigns hereby declares that the Community and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, improved, altered, maintained and enjoyed subject to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations, exceptions, easements, privileges, rights and other provisions hereinafter set forth, for the duration hereof, all of which are declared to be part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement, use, occupancy and enjoyment of the Community, and all of which shall run with the land and be binding upon and inure to the benefit of (i) the Community and every part thereof, (ii) Declarant and its successors and assigns, (iii) the Association and its successors and assigns, (iv) every Member of the Association, and (v) all Owners, Occupants and other Persons having or acquiring any right, title, or interest in or to the Community or any part thereof, including all improvements therein, and their respective heirs, personal representatives, successors and assigns.

ARTICLE 2

Definitions

When used in this Declaration, the following terms shall have the meanings hereinafter specified. If a term is not defined herein, it shall have the meaning ascribed to it in the Master Declaration. If a term is not defined herein, it shall have the meaning ascribed to it in the Act.

2.1 Allocated Interests. "Allocated Interests" means the Common Expenses liability and the votes in the Association allocated to each Lot/Unit, which interests are allocated as follows:

- (a) The Common Expenses liability allocated to each Unit as stated on attached Exhibit B. Such percentage is then multiplied by the Common Expenses or the Assessment in question to determine that Lot's share thereof. Common

Expenses liability of a Lot is determined without reference to the location, value or use of the Lot.

(b) One (1) vote in the Association is allocated to each Lot/Unit in the Community.

(c) If Units are added to or withdrawn from the Community or converted to Common Element, (i) the Common Expenses liability for each Unit shall be reallocated on the basis of a percentage in the same manner as set forth in paragraph 2.1 (a) above following the addition, withdrawal or conversion of such Units, and (ii) one vote in the Association shall continue to be allocated to each Unit in the Community following the addition, withdrawal or conversion of such Units.

The Allocated Interests for the Community are specifically set forth on Exhibit B attached hereto and made a part hereof by this reference.

2.2 Articles of Incorporation. "Articles of Incorporation" or "Articles" means the Articles of Incorporation of 619 Overlin Drive Homeowners Association, which have been or will be filed with the office of the Secretary of State of the State of Colorado, as the same may be amended from time to time.

2.3 Assessment. "Assessment" means a Regular Assessment, Special Assessment, or Reimbursement Assessment.

2.4 Association. "Association" means the 619 Overlin Drive Homeowners Association, a Colorado nonprofit corporation, its successors and assigns.

2.5 Board of Directors. "Board of Directors" or "Board" means the executive body of the Association.

2.6 Budget. "Budget" means a written itemized estimate of the Common Expenses to be incurred by the Association in performing its functions under this Declaration and adopted by the Board of Directors pursuant to Section 10.7 of this Declaration.

2.7 Building or Buildings. "Building" or "Buildings" means one or more of the townhome structures that may be constructed from time to time on the Property.

2.8 Bylaws. "Bylaws" means the Bylaws of the Association which have been or will be adopted by the Board of Directors of the Association, as the same may be amended from time to time.

2.9 Common Elements. "Common Elements" or "Common Area" means all of the Community except the Lots. The Common Elements shall be conveyed to the Association upon completion of construction of all Units, and shall include, but are not limited to:

- (a) All land designated as Common Area on the Plat, and all improvements, landscaping, fixtures and personal property thereon which may from time to time be owned by the Association, and all common lighting, common utilities (including without limitation the common water, sewer main, water main and storm drainage system), common access driveway, and water features within the Community; and
- (b) All easements created or reserved on the Plat, in this Declaration, or in any separate agreement, for the use and benefit of the Association.

2.10 Common Expenses. "Common Expenses" means any expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

2.11 Community. "Community" means the real property described as according to the Plat together with all improvements and other amenities now or hereafter located thereon, and together with all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto.

2.12 Declaration. "Declaration" means this Declaration for 619 Overlin Drive, as it may be amended from time to time.

2.13 Governing Documents. "Governing Documents" means the Declaration, the Articles, the Bylaws, the Rules, the Design Guidelines, the CCIOA Policies and the Construction Rules.

2.14 Lot. "Lot" means each of the Lots identified as Section: 9 Township: 6 Range: 89 TR IN SENW

2.15 Member. "Member" means each Unit Owner, including the Successor Declarant. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit.

2.16 Occupant. "Occupant" means any person who is a tenant in a Unit pursuant to a lease with the Owner thereof, or any person who is present within the Community as a family member, guest or invitee of an Owner, an Occupant, or the Association.

2.17 Owner. "Owner" means the Person, including Declarant, or, if more than one, all Persons collectively, who hold fee simple title of record to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder. The term "Owner" shall be analogous to the term "Unit Owner", as that term is defined in the Act.

2.18 Party Wall. "Party Wall" means any common wall adjoining two or more Units and shall be deemed to include the roofing underlying the portion of the roof over, and the utility lines within a common wall.

2.19 Person. "Person" means a natural person, a corporation, a partnership, a limited liability company, an association, a trust, or any other entity or any combination thereof.

2.20 Plat. "Plat" means the amended parcel 218509200013 at 619 Overlin Drive Avenue Glenwood Springs, CO 81601

2.21 Regular Assessment. "Regular Assessment" means a charge against each Owner and the Owner's Unit for purposes of covering the annual costs of operating and administering the Association and all other Common Expenses. Regular Assessments are based on a Budget adopted by the Board of Directors in accordance with Section 10.7 below, and are allocated to the Units in accordance with the Allocated Interests.

2.22 Reimbursement Assessment. "Reimbursement Assessment" means a charge against a particular Owner and the Owner's Lot or Unit for the purpose of reimbursing the Association for costs and expenses incurred by the Association in connection with the enforcement of any provision hereof or the remedying of any violation by the Owner or an Occupant of this Declaration or any amendment hereto, the Articles, Bylaws, or Rules and Regulations, or for purposes set forth in the Declaration, pursuant to Section 10.9 hereof, together with late charges and interest as provided for herein. Reimbursement Assessments shall include, without limitation, any Common Expense caused by the misconduct of any Unit Owner or of such Owner's Occupants.

2.23 Rules and Regulations. "Rules and Regulations" means such rules and regulations as may be adopted from time to time by the Board of Directors, as provided in Section 7.3 of this Declaration.

2.24 Special Assessment. "Special Assessment" means a charge against each Owner and the Owner's Lot/Unit for purposes of reimbursing the Association for costs and expenses incurred or to be incurred by the Association for the purpose of paying for the construction, reconstruction, repair or replacement of capital improvements within the Community, the costs of which were not included in a Regular Assessment, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association, as authorized by the Board of Directors from time to time as provided herein.

2.25 Unit. "Unit" means each of the Units identified on Exhibit B of the 619 Overlin Drive as depicted and described on the Plat.

ARTICLE 3

General Provisions and Restrictions Applicable to the Community

3.1 Intent of Declaration. It is the intention of Declarant to establish and impose a common and general plan for the improvement, development, use and occupancy of the Community, all in order to enhance the value, desirability, and attractiveness of the Community and to promote the marketing, development and enjoyment thereof. Accordingly, Declarant hereby declares that the entire Community shall be owned, held, used occupied, improved, altered, maintained, conveyed, leased, encumbered and enjoyed subject to the covenants,

conditions, restrictions, reservations, easements, rights and other provisions contained in this Declaration.

3.2 Description of a Lot/Unit. Every contract for sale, deed, lease, security interest and every other legal document or instrument shall legally describe a Lot as follows:

Lot/Unit _____, 619 Overlin Drive, according to the Declaration for 619 Overlin Drive Homeowners, recorded as Reception No. _____ on _____, 2025 and according to the Plat recorded as Reception No. _____ recorded on _____, in the Office of the Clerk and Recorder of Garfield County, Colorado.

Such description shall be legally sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect the Lot, the Unit and its appurtenances, including all improvements thereon, and to incorporate all of the rights, interests, obligations, restrictions and burdens appurtenant or incident to ownership of a Lot and the associated Unit as set forth in this Declaration and the Plat. Each such description shall be construed to include a non-exclusive easement over the Common Elements for appropriate ingress and egress to and from each Unit, and a non-exclusive right to use and enjoy the Common Elements subject to all applicable provisions of this Declaration.

3.3 Unit Boundaries. The Lot lines shown on the Plat shall be the perimeter boundaries of the Lots. The Unit lines shown on the Plat shall be the perimeter boundaries of the Units and the buildings within which the Units are located ("Building"). Where two Units share a common wall, the common wall shall be deemed divided equally in half vertically through its center, and each half shall be deemed a part of and owned by the Unit adjacent to that half of the common wall. Units shall not be deemed to have an uppermost horizontal boundary or a lowermost horizontal boundary.

3.4 No Partition or Subdivision. Common Elements shall be owned by the Association as herein provided and shall remain undivided, and no Owner or other Person shall bring any action for partition or division of the Common Elements. Similarly no action shall be brought for the subdivision or physical partition of a Unit or the improvements thereon between or among the Owners thereof.

3.5 Separate Assessment. Declarant shall give written notice to the Assessor of Garfield County, Colorado requesting that the Lots be separately assessed and taxed and that the total value of the Common Elements be assessed and taxed proportionately in accordance with the allocated Common Expense liability of each Lot/Unit. After this Declaration has been recorded in the Project records of Garfield County, Colorado, Declarant shall deliver a copy of this Declaration as recorded to the Assessor of Garfield County, Colorado.

3.6 Mechanic's Liens.

(a) If any Owner shall cause or permit any material to be furnished to such Owner's Unit or any labor or services to be performed thereon, no Owner of any other

Lot or Unit shall be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done and such Owner shall be solely responsible to contractors, laborers, materialmen and other Persons furnishing labor, services or materials to such Owner's Unit. Nothing herein contained shall authorize any Owner or any Person dealing through, with or under any Owner to charge the Common Elements or any Unit other than that of such Owner with any mechanic's or materialmen's lien or other lien or encumbrance whatsoever. Notice is hereby given that the right and power to charge any lien or encumbrance of any kind against the Common Elements or against any Owner or any Owner's Unit for work done or materials furnished to any other Owner's Unit is hereby expressly denied.

(b) If, because of any act or omission of any Owner, any mechanic's or materialmen's lien or other lien or order for the payment of money shall be filed against any of the Common Elements or against any other Owner's Lot or Unit or against any other Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose or which act or omission forms the basis for such lien or order shall, at such Owner's own cost and expense, cause such lien or order to be canceled or bonded over in an amount and by a surety company reasonably acceptable to the party or parties affected by such lien or order within twenty (20) days after the filing thereof, and further such Owner shall indemnify and save harmless all such parties affected from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees resulting there from.

3.7 Additions, Alterations or Improvements. No additions, alterations, changes or improvements shall be constructed, made, done or permitted to any Lot or Unit by any Owner, Occupant, or employee or agent thereof, without the prior written approval of the Board of Directors. Without limiting the generality of the foregoing, the restrictions shall apply to and include (i) alteration or change of any structural elements of a Unit, including the roof, (ii) painting or other alteration or change of the exterior of a Unit, including doors and windows, or (iii) addition, alteration, change or removal of any landscaping, parking or hardscape utilized in any landscaping within a Lot. The foregoing restrictions shall not apply to nonstructural additions, alterations, changes or improvements to the interior of a Unit, that are not visible from outside the Unit, and that are in compliance with all applicable laws, ordinances, regulations and codes. Except for alterations to the Lots which have received the prior written approval of the Board of Directors of the Association, no Owner or Occupant shall have any right to alter, change or improve in any way the Lots or any part thereof.

If an Owner applies for approval to modify the exterior of a Unit, the Board of Directors shall exercise its best judgment to the end that all modifications conform to and harmonize with neighboring structures. The Board of Directors shall have the absolute right to deny any requested changes which the Board of Directors reasonably determines do not conform to and harmonize with neighboring structures.

3-8 Maintenance and Party Walls. In order to maintain a uniform appearance and a high standard of maintenance within the Community, the Association shall maintain the exterior areas, as more fully set forth below.

- (a) **Association Maintenance Responsibilities.** The Association shall be responsible for (i) maintaining and repairing the structural elements and roofs of all Buildings, (ii) landscaping and maintaining the landscaping on the Lots and the Common and the exterior of the Community and the Buildings, (iii) maintaining (including snowplowing), repairing, and altering and improving when necessary or desirable, all Common Elements, including without limitation fire sprinkler systems, landscaping, irrigation and drainage systems, sewer system, storm drainage system, water features, streets, roads, driveways, parking areas, sidewalks, walkways, pathways, and common lighting and utilities, (iv) maintaining and repairing common utility lines within Units, including the utilities located within the Utility and Fire Suppression Easement, and (v) maintaining, repairing, improving, painting, staining or other resurfacing when necessary of the exterior portions of all Buildings and Units, including the exterior doors, garage doors windows, decks, balconies, porches, planters and patios of the Units located on the Lots. No individual Unit Owner shall have any right to do any of such things without the express prior written consent of the Board of Directors. The Association shall have the sole discretion to determine the time and manner in which the above-described maintenance and improvements shall be performed, as well as the color or type of materials used.

If the need for such maintenance or repair results from the willful or negligent act of or from damage or destruction caused by an Owner or Occupant, the Board of Directors shall have the right to perform such maintenance or repair and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Lot for the costs and expenses incurred by the Association in connection therewith. The costs of maintenance and repair of improvements located on the Lots, other than the Units shall be charged to the Owners of such Lots.

- (b) **Owner Maintenance Responsibilities.** Each Owner shall be responsible for maintaining, repairing and improving as necessary all interior elements and features of the Owner's Unit including interior non-supporting walls, ceilings, floors, improvements, fixtures, equipment, appliances and appurtenances, and for replacing broken window panes. Each Owner shall also be responsible for the installation, maintenance, repair and replacement of such Unit's garage door opener. In addition, each Owner shall be responsible for any damage to other Unit or Common Elements resulting from the Owner's failure to perform or negligent performance of the Owner's maintenance and repair responsibilities as set forth herein. Each Owner shall perform the Owner's maintenance and repair responsibilities in such manner as shall not unreasonably disturb or interfere with other Owners or Occupants.

If an Owner fails to perform any such maintenance or repair obligations within 30 days following receipt of a written notice from the Board of Directors requesting the same, the Board of Directors shall have the right to enter upon the Unit of the Owner to perform such obligations on the Owner's behalf and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Unit for the costs and expenses incurred by the Association in connection therewith.

- (c) **Maintenance Contract.** The Association or Board may employ or contract for the services of an individual or maintenance company to perform certain delegated powers, functions, or duties of the Association to maintain the Common Area and the exterior areas of the Lots as defined and described herein. The employed individual or maintenance company shall have the authority to make expenditures upon prior approval and direction of the Board. The Board shall not be liable for any omission or improper exercise by the employed individual or maintenance company of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

(d) **Party Walls.**

- a. The cost of reasonable repair and maintenance of a Party Wall shall be a joint expense of the Owners of the Units sharing such Party Wall and each such Owner shall have a perpetual easement in and to that part of the Property on which the Party Wall is located, for Party Wall purposes, including maintenance, repair, and inspections. No Owner shall alter or change the Party Wall in any manner, interior decoration excepted, and the Party Wall shall always remain in the same location as when erected.
- b. In the event of damage or destruction of a Party Wall from any cause, other than the negligence or willful misconduct of an Owner, then the Owners of the Units sharing such Party Wall shall bear equally the expense to repair or rebuild said wall to its previous condition, which specifically includes the previous sound transmission coefficient, and such Owners, their successors and assigns shall have the right of to the full use of said wall so repaired and rebuilt, If an Owner's negligence or willful misconduct shall cause damage to or destruction of said wall, such negligent party shall bear the cost of repair and reconstruction to the extent such Owner's negligence caused such damage.
- c. The Association and each of the Owner's sharing a Party Wall shall have the right to break through the Party Wall for the purpose of repairing or restoring sewage, water, utilities, and structural components, subject to the obligation to restore said wall to its previous structural condition, which specifically includes the previous sound transmission coefficient, and the payment to the adjoining Owner of any damage caused thereby. Adjoining Owners shall have the right to make use of the Party Wall provided such use shall not impair the structural support or the sound transmission coefficient of the Party Wall.

- d. Declarant hereby grants to the Association and the Board and their respective representatives a nonexclusive easement to enter upon and use the Property on which a Party Wall is located as may be necessary or appropriate to perform the duties and functions which they may be obligated or permitted to perform under this Declaration.
- (e) **Standard of Care.** The Association and the individual Unit Owners shall each use a reasonable standard of care in performing their respective maintenance, repair and upkeep responsibilities so that the entire Community will reflect a pride of ownership. All repairs and replacements within the Community shall be substantially similar to the original construction and craftsmanship and shall be of first-class quality.
- (f) **Emergency Maintenance and Repair.** Notwithstanding any other provisions of this Section 3.8, in the event of an emergency or the sudden occurrence of unanticipated conditions which threaten the health, safety or physical well-being of persons or property within the Community, the Board of Directors shall have the authority (without any notice being required) to take whatever remedial action and to undertake such maintenance, repairs and improvements as may be necessary anywhere in the Community to protect persons and property.
- (g) **Maintenance Easements.** The Association and the Board of Directors and their respective agents, employees and contractors are hereby granted perpetual, non-exclusive easements to enter the Units and upon the Lots as may be necessary or appropriate to perform the maintenance, repair and improvement responsibilities and rights described in this Section 3.8.

3.9 Compliance with Laws. No Owner or Occupant shall do any act or cause or permit anything to be done or kept in its Unit, on its Lot, or any Common Elements which would be in violation of any federal, state, city or other law, ordinance, regulation or code of any governmental body having jurisdiction, or of any rule or regulation promulgated by the Association, or of any provision of this Declaration, or which would result in the increase of, or cancellation of, insurance maintained by the Association.

3.10 Residential Use. Each Unit shall be occupied and used only for single-family residential purposes. No business, professional or other non-residential or commercial use shall be made of any Unit or conducted in any Unit, excepting in-home businesses or occupations which do not involve employees other than Owners, the solicitation or invitation of the general public, or the services of customers, and which activities are conducted entirely within the Unit and do not cause any additional traffic or parking within the Community or otherwise create a nuisance for neighboring Units or the Community.

3.11 Unsightliness. Decks, patios, balconies, porches, and Lots shall not be used for storage of personal property of any kind, and nothing shall be placed on or in windows or doors or otherwise on the exterior of Units which create an unsightly appearance. Sporting equipment (e.g., skis, snowboards, bikes, mountain bikes, kayaks, children's toys, etc.), must be stored completely inside the Unit and shall not be allowed to remain outside except when in actual use. No laundry or wash shall be dried or hung outside anywhere within the Community.

3.12 Association Landscaping & Fencing. All landscaping on the Lots and within the Community shall be the responsibility of the Association, and no Owner or Occupant shall perform any landscaping activities within the Community (including without limitation the planting, grooming or removal of grass, trees, bushes or other vegetation, or the planting or tending of gardens) without the express prior written approval of the Board of Directors. Fences are not allowed unless permission to install a fence is approved in writing by the Board of Directors prior to installation.

3.13 Right of Entry. During reasonable hours and upon reasonable notice to the Owner or Occupant of a Unit, any member of the Board of Directors, and any authorized representative thereof, shall have the right to enter upon and inspect any Unit, except for any Unit that is in fact occupied (which shall require the permission of the occupant except in the case of emergency, as provided in Section 5.4 below), for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with and such individuals shall not be deemed guilty of trespass by reason of such entry.

3.14 Insurance Risks. No Lot or Unit may be used for any use which would constitute an unusual fire hazard, would result in jeopardizing any insurance maintained on any part of the Community or would result in any increase in the premium for that insurance.

3.15 Nuisance. No Unit, Common Element or Lot may be used for any use (i) constituting a public or private nuisance; (ii) consisting of the manufacture of any product; or (iii) which causes undue odor, noise, vibration or glare, including, without limitation, the use of any equipment or machine. No audio system in a Unit or on a Lot may be operated in a manner that is audible from within any other Unit or Lot.

3.16 Parking.

(a) All vehicles and motorcycles must be parked in the Unit's garage or in the space(s) located immediately outside of the garage.

(b) While the Association may have access to parking spaces in a parking lot in the Community or adjacent to the Community, such parking spaces will not allow overnight parking without the prior approval from the Board or the Managing Agent. All vehicles parked overnight in any Community parking lot must display a signed placard with the dates such parking is allowed signed by the Managing Agent or a member of the Board. The Association may promulgate additional parking rules as it determines necessary.

(c) It is prohibited to park inoperable vehicles, RV, trailers, vehicles over seven feet in height or over 22 feet in length outside of a Unit garage.

(d) Up to eleven (11) parking spaces in the Community parking lots are dedicated and reserved for the use of the Units in accordance with the rules and regulations, if any, adopted by the Association regarding the use of such parking spaces.

3.17 Signs and Exterior Decorations. No signs of any kind shall be displayed to the public view on or from any portion of a Unit or Lot without first obtaining the written approval of the Board. The size, number, design and location of such signs requiring approval shall be approved by the Board. No exterior decorations that are visible for public view from outside the Unit will be allowed without first obtaining the written approval of the Board. American flags and service flags are allowed to the extent provided by Colorado and federal law, however, the Board may adopt reasonable rules and regulations regarding the size and manner of display of flags.

3.18 Overloading. A Unit may not be used for any use beyond the maximum loads the floors of the Project are designed to carry and no apparatus, equipment, fixtures or other property of any nature may be located within the Unit if the same, singularly or in the aggregate, would violate the maximum loads that the structural flooring in the Project is designed to support.

3.19 Animals and Pets. No animals, livestock, insects, rodents, poultry, reptiles, birds or other pets may be kept within the Lots, Units or Common Elements, except that a Unit Owner may have up to two (2) dogs and/or cats. No pet may be kept, bred or maintained for any commercial purposes unless such Unit is operated as a pet store. No pet may be kept or maintained on any Lot, balcony or patio. If a pet becomes obnoxious to any other Owner, its tenants or their respective invitees, the Owner or the person having control (or lack thereof) over the animal will be given a written notice to correct the problem by the Association. If such problem is not corrected, the Owner, upon written notice from the Association, may be required to remove the animal from the Project permanently. The Owner, Owner's tenants or invitees having control over the pet are responsible for cleaning up after the pet and will hold the Association harmless from any liability, claim, damage, cost or expense resulting from any action or inaction of their pet. Any time a pet is outside the Unit, on the Lot, or on a Common Element, it must be accompanied by its Owner, Owner's tenant or invitee, and on a leash and otherwise under control. The Association Rules and Regulations shall further describe pet restrictions.

3.20 Trash. No trash, ashes, building materials, firewood or other unsightly items should be thrown, dumped or stored on the Project, except as designated by the Association. There shall be no burning or other disposal of refuse out of doors. Each Owner shall use the trash receptacle provided to such Owner for the temporary storage of refuse within the Unit or the Unit's garage. The Association shall arrange for trash pick-up for the entire Community. Trash receptacles may only be placed outside on the day designated or arranged by the Association for trash removal between the hours of 6 a.m. and 7 p.m.

3.21 Design Guidelines and Construction Rules and Regulations. All Owners and contractors shall comply with the design guidelines and construction-related rules and regulations regulating any construction activities adopted by the Board of Directors. Such regulations may affect, without limitation, the following: trash and debris removal; restoration of damaged property; conduct and behavior of contractors, subcontractors and Owners' representatives on the Project at any time; fire protection; completion and compliance deposit; schedule; inspection(s); and reimbursement to the Association for professional fees related to approval of any construction activities, as deemed reasonably necessary by the Board.

3.22 Antennae. Except for equipment within easements authorized herein below, above, no exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Unit or on a Lot without first obtaining the written consent of the Board. The Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Community.

3.23 Outside Burning. There shall be no exterior fires, including barbecues, without prior written approval of the Board. No Owner shall permit any condition upon a Unit or Lot which creates a fire hazard or is in violation of fire prevention regulations.

3.24 Leasing. If an Owner leases a Unit, the Owner shall be liable for any violation of the Association Documents committed by the Owner's tenant. The Owner shall have the right to obtain reimbursement from the tenant for any sums paid by the Owner on behalf of the tenant. Any lease of a Unit must be in writing and must state that it is subject to the requirements of the Association Documents. Any lease of a Unit must contain compatible use and activity restrictions as are provided for in the Association Documents.

3.25 Window Coverings; Windows and Glass Doors. The back or window-side of all window coverings consisting of drapes, curtains and blinds must be backed with a dark brown, taupe, dark-grey or black material. The material must be a solid color, no patterns are permitted. Each Unit shall have interior window coverings at all times. Each Owner shall maintain, repair and replace, at such Owner's sole cost and expense, window coverings in accordance with the Rules and Regulations. No exterior windows or glass doors within the Units may have any reflective or tinted substance placed on them. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door, and all glass doors must be approved by the Board in writing prior to installation.

3.26 Recreational Equipment. No bicycles, tricycles, skateboards, roller blades or other types of wheeled, non-motorized vehicles, skis, ski boots and ski equipment (collectively, the "Equipment") may be left on or placed on any Common Element or on the Lot. All Equipment must be stored within a Unit.

3.27 Barbecue Grills. No grills of any kind may be on balconies or any of the Common Elements. Unit Owners may place propane or gas grills on exterior ground level patios or decks. No charcoal grills are permitted.

3.28 Prohibition on Marijuana. It is prohibited to smoke, sell, grow, or manufacture marijuana, cannabis and/or products derived therefrom for the purposes of medicinal or recreational use in the Community. The provisions of this paragraph shall not ever be amended without the written consent of Declarant and without regard to whether the Declarant owns any portion of the Property at the time of the amendment.

3.29 Use of Patios. It is prohibited to use patios and/or decks as outside storage. Only appropriate exterior furniture and approved grills may be located thereon.

3.30 Use of Crawl Space. No Owner shall allow any change to a crawl space unless such change has been approved in writing by the Board prior to such change. The Owners acknowledge that the Utility and Fire Suppression Easement is accessed through the crawl space. No Owner shall allow any obstruction of access to the Utility and Fire Suppression Easement. Crawl spaces may be only used for storage of non-hazardous materials.

3.31 Health, Safety and Welfare, Rules and Regulations. In the event any uses, occupancies, activities, and facilities within the Community are deemed by the Board of Directors to be an unreasonable annoyance or nuisance, or to adversely affect the health, safety or welfare of Owners or Occupants, the Board of Directors may adopt reasonable Rules and Regulations of general application in order to appropriately restrict and regulate such uses, occupancies, activities or facilities within the Community. Such Rules and Regulations shall be consistent with the purposes and provisions of this Declaration.

ARTICLE 4

Declarant's Reserved Rights

4.1 Declarant's Rights. Declarant hereby expressly reserves to itself and its successors and assigns the following described rights, which include development rights and special Declarant rights, any one or more of which rights may be exercised, in the sole and absolute discretion of Declarant, at any time and from time to time during the period commencing upon the recording of this Declaration in the County and ending on the date of termination of such rights established under Section 4.3 below. It is expressly understood that Declarant shall not be obligated to exercise any one of these reserved rights.

Except as limited by this Article 4, such reserved rights may be exercised upon or in connection with all or any portion of the Community described on attached Exhibit A. Such rights may be exercised with respect to different parcels of the Project at different times, and in connection therewith Declarant hereby states that (i) no assurances are made regarding the boundaries of the different Lots or Units or with respect to the order in which such Lots or Units may be subjected to the exercise of these reserved rights, even if a reference to a phase or phasing appears in a legal description, Plat, P.U.D. Agreement or other agreement relating to the Project, and (ii) if a particular reserved right is exercised in any portion of the Project subject to that reserved right, that reserved right is not required to be exercised in all or any portion of the remainder of that Project.

The reserved rights hereinafter set forth may not be amended, modified, terminated or otherwise altered in any way without the express prior written consent of Declarant. All conveyances of Units and other portions of the Community hereafter made, whether by Declarant or otherwise, shall be deemed and construed to reserve to Declarant and/or to grant to Declarant all of the rights reserved by and to Declarant in this Article 4, even though no specific reference to such rights appears in the conveyancing instruments. Nothing in this Article 4 shall limit or impair any legal rights that Declarant may have independent of these reserved rights, or any other rights granted or reserved to Declarant by other provisions of this Declaration.

The following rights are hereby reserved to Declarant and its successors and assigns:

- (a) *Completion of Improvements.* The right throughout the Community to complete (and perform warranty work on) improvements indicated on the Plat, as may be amended from time to time, including the Units. Furthermore, the right to construct and complete improvements required by the terms of the Final Plat Agreement recorded _____ as Reception No. _____ in the Office of the Clerk and Recorder of Garfield County, Colorado, as the Agreement may be amended from time to time. Furthermore, the right to create, grant and/or use and enjoy additional non-exclusive easements, and to relocate existing platted easements, upon or across any portion of the Community except Units, as may be reasonably required for the completion by Declarant of the above-described improvements or the effective exercise by Declarant of any of the other reserved rights described in this Article 4.
- (b) *Sales, Marketing and Management.* The right to construct, locate or operate, and to maintain upon, and to remove from, any portion of the Community (including Lots or Units) owned by Declarant, and/or the Common Elements, in the discretion of Declarant, and in such number, size and location as may be reasonably required by Declarant in connection with the completion of improvements, the management of the development, and/or the promotion, marketing, sale or rental of Lots or Units, the following:
 - (i) Sales offices, management offices and/or construction offices, and structures containing or relating to the same. Such offices to the extent they are not situated upon a Lot or in a Unit, are hereby declared to be personal property and shall in any case be removable by Declarant or its successors or assigns promptly upon the Declarant or its successors or assigns ceasing to be a Unit Owner.
 - (ii) Signs identifying and advertising the Community and the Lots/Units therein, or relating to development or construction thereon.
 - (iii) Model Units.
 - (iv) Parking areas and facilities, and lighting, necessary or desirable in the marketing of the Community and the Lots/Units to prospective Owners.
 - (v) Employees in offices; equipment, vehicles; and marketing and construction materials together with the right to attract, invite or bring prospective purchasers of Lots/Units into the Community at all times.
- (c) *Merger.* The right to merge or consolidate the Community with another common interest community of the same form of ownership.
- (d) *Declarant Control of Association.* The right to appoint or remove any member of the Board of Directors or officer of the Association, as more specifically set forth in Section 7.6 below, but only for and during the "Period of Declarant Control of Association" as defined in Section 7.6.

- (e) *Withdrawal Rights and Procedures.* The right at any time and from time to time to withdraw from the Community any Declarant owned Lots/Units or Common Elements.

Withdrawal shall be accomplished by the recording by Declarant of an amendment to this Declaration and an amendment to the Plat. Upon the recording of such amendments, the withdrawn Lots/Units and/or Common Elements shall no longer be part of the Community or subject to this Declaration in any way.

Each Declarant owned Lot/Unit, and each Declarant owned Common Element, is hereby described and declared to be a separate portion of Project that is subject to this right of withdrawal, and Declarant expressly reserves the right to withdraw one or more Declarant owned Units and/or all or a portion of any Declarant owned Common Element from the Community, and to vacate any platted easements thereon. Once a Lot/Unit has been conveyed to a Unit Owner other than Declarant, that portion of the Project is no longer subject to this right of withdrawal. Likewise, once a Common Element has been conveyed to the Association, that portion of the Project is no longer subject to this right of withdrawal.

The withdrawn property shall be subject to whatever easements, if any, may be essential for access or utility service to, or operation or management or use or enjoyment of, the Community or any part thereof. Similarly, the owner(s) of the withdrawn property shall have whatever easements, if any, are reasonably necessary for access or utility service to or for use or enjoyment of the withdrawn property over and across the Common Elements within the Community. At the time any withdrawal of Project is accomplished, Declarant shall record whatever documents are necessary to establish such reciprocal easements in the Garfield County records. In the event any real property is withdrawn from the Community as provided herein, the definitions used in this Declaration shall be automatically contracted to encompass and refer to the Community as contracted, e.g., "Community" shall mean the real property described herein minus any real property withdrawn therefrom; similarly, "Common Elements", "Lots", and "Units" shall mean and include those areas as described herein less those so designated on any amendment to a Declaration or Plat relating to any real property which is withdrawn pursuant to this Article 4. References to this Declaration shall mean this Declaration as so amended.

The recording of amendments to the Declaration and Plat which reallocate the allocated Interests in the Community shall automatically:

- (i) Vest in each existing Unit Owner the reallocated Allocated Interests appurtenant to the Owner's Lot and Unit; and
- (ii) Vest in each existing Mortgagee a perfected security interest in the reallocated Allocated Interests appurtenant to the encumbered Lot or Unit.

(f) *Other Reserved Development Rights.* The right with respect to all or any Declarant owned portion of the Community (including the Units) to (a) create Common Elements; (b) create additional Lots and Units; (c) subdivide Lots and Units as set forth in Section 4.7 above; (d) combine Units; (e) convert Lots or Units or portions of Lots or Units into Common Elements; and (f) convert Common Elements or portions of Common Elements into Lots/Units.

4.2 Transfer of Declarant's Reserved Rights. Any one or more rights created or reserved under this Article 4 for the benefit of Declarant, specifically including without limitation the right to subdivide a Lot, Unit and Common Elements and to record a Reallocation Amendment in connection therewith, may be transferred to any Person by an instrument describing the right or rights transferred and recorded in Garfield County. Such instrument shall be executed by the transferor Declarant and the transferee. The provisions of Section 38-33.3-304 of the Act shall apply to any transfer of Declarant's reserved rights.

4.3 Termination of Declarant's Reserved Rights. With the exception of Declarant's right to appoint or remove Executive Board members and officers of the Association, which is addressed in Section 7.6 below, the rights reserved to Declarant in this Article 4 shall automatically terminate and expire upon the first to occur of (i) the date which is thirty (30) years after the recording of this Declaration, or (ii) Declarant's relinquishment and surrender of such rights by recorded instrument. Declarant may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof. The Association may extend the time period for exercise of a development right, or reinstate a lapsed development right, subject to whatever terms, conditions and limitations the Association may impose on the subsequent exercise of the development right. The extension or renewal of a development right and any terms, conditions and limitations shall be included in an amendment executed by Declarant or the owner of the real estate subject to the development right and the Association.

ARTICLE 5

Easements

5.1 Easements for Incidental Encroachments. If any portion of a Building encroaches upon a Common Element, including any future encroachments arising or resulting from the repair or reconstruction of a Building subsequent to its damage, destruction or condemnation, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as it stands, shall and does exist for such incidental encroachment. In addition, there is hereby created, granted and reserved to each Owner a non-exclusive easement over, upon and beneath the Common Elements and the Units of other Owners for the horizontal and lateral support of each Owner's Unit.

5.2 Association Utility Easement over Common Elements. There is hereby created, granted and reserved to the Association, its agents, employees, service providers, and assigns a perpetual, non-exclusive easement over, across, upon and under the Common Elements for construction, installation, operation, maintenance, repair, removal and replacement of utilities and utility lines, pipes, wires, circuits, conduits, meters, fire sprinkler systems, facilities and systems for the benefit of the Community or any part thereof, including but not limited to water, sewer, gas, telephone, electricity, cable TV and other common TV and communication systems, if any, together with an easement for access, ingress and egress to accomplish such purposes. The Association or other Person exercising such utility easement rights shall be obligated to restore, reseed, replant and re-landscape the surface of any disturbed area to as close to its original condition as possible, as promptly as possible following completion of any utility work.

5.3 Association Common Utility Easement within Lots and Units. There is hereby created, granted and reserved to the Association, its agents, employees, service provides, and assigns a perpetual, non-exclusive easement along the course of all utility lines (including lines for the master fire sprinkler system in each building) that may exist from time to time within the Lots and Units and that serve more than one Lot or Unit, for the operation, maintenance, repair, removal and replacement of such common utility lines, together with an easement for access, ingress and egress over the Lots and Units to accomplish such purposes. The Association or other Person or entity exercising such utility easement rights shall be obligated to repair any damage occasioned by the exercise of such rights.

5.4 Association Administrative Easement over Common Elements. There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a perpetual, non-exclusive easement over, across, upon and under the Common Elements and a right to use the Common Elements for purposes of enabling the Association to perform its various responsibilities and to exercise its various rights under this Declaration.

5.5 Association Easement Upon Units for Maintenance, Repair and Emergencies. There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a perpetual, non-exclusive easement and right to enter upon and in all Lots and Units as necessary for the performance of the Association's rights and responsibilities under this Declaration (including the exercise of the Association's common utility easement rights) and for the making of emergency repairs or reconstruction to the Buildings, the Lots, the Units, and/or the Common Elements. For routine maintenance and non-emergency repairs (including routine maintenance and repair of common utility lines within the Lots or Units, including lines for each Building's fire sprinkler system), entry to a Lot or Unit shall be made only on a regular business day during regular business hours, after giving at least one day's notice in writing to the Owner or Occupant. In case of emergency, where there is an imminent threat of damage or injury to person or property, entry shall be made at any time provided that a reasonable effort is made, under the circumstances, to give notice of such intended entry. The Board of Directors is hereby granted the authority to use such reasonable force as may be necessary under the circumstances to gain entry into a Unit in case of an emergency, if no other reasonable means of entry is available. The Association shall be responsible for the cost and expense of repairing all damages to property occurring as a result of such forcible entry, which costs shall be considered Common Expenses, unless the emergency and damage results from the willful act or negligence of an Owner or Occupant, in which event such Owner shall be solely responsible for the costs of repairing/restoring such damage. These costs can be levied, assessed and collected by the Board of Directors as a Reimbursement Assessment pursuant to the provisions of this Declaration.

5.6 Declarant Easement over Common Elements. There is hereby created, granted and reserved to Declarant and its successors and assigns a non-exclusive easement over, across, upon and under all Common Elements (including without limitation all easements benefitting the Association), including a right of access, ingress and egress thereto, and a right to use such Common Elements, and each and every part thereof, for all purposes reasonably related to (a) Declarant's development, improvement, maintenance, management, marketing and sale of the Community and all portions thereof, and/or (b) Declarant's exercise and implementation of the rights reserved to Declarant under this Declaration, and/or (c) the discharge by Declarant of any of its obligations under this Declaration or any other Declarant obligations relating to the Community. Declarant's rights with respect to this easement shall terminate upon the first to occur of (i) the date which is thirty (30) years after the recording of this Declaration, or (ii) Declarant's relinquishment of all or a portion of this easement right by recorded instrument.

5.7 Blanket Emergency Services Easement. There is hereby created, granted and reserved for the use and benefit of all police, sheriff, fire protection, ambulance and other similar emergency agencies or Persons, now or hereafter serving the Community and its Owners and Occupants, a perpetual, non-exclusive blanket Emergency Services Easement over, upon, along and across all properties and areas within the Community, for use in the lawful performance of their duties.

5.8 Utility and Fire Suppression Easement. There is hereby created, granted and reserved to the Association, its agents, employees, service providers, and assigns a perpetual, non-exclusive easement in each crawl space for the installation, removal, maintenance, repair and replacement of utilities, including but not limited to, domestic water, gas, electric, sprinkler and CAT 5 cable, together with an easement for access, ingress and egress over the Lots and Units to accomplish such purposes. The Association or other Person or entity exercising such utility easement rights shall be obligated to repair any damage occasioned by the exercise of such rights. No Owner shall allow any obstruction of access to this easement.

5.9 Easements Deemed Created. All conveyances of Lots/Units hereafter made, shall be deemed and construed to grant and reserve all of the easements referred to in this Article 5 and elsewhere in this Declaration, even though no specific reference to such easements appears in the conveyancing instruments.

5.10 Recorded Easements and Licenses. In addition to the easements described in this Article 5 and elsewhere in this Declaration, any recorded easements and licenses appurtenant to or included in the Community are made a part hereof by this reference, including, but not limited to those encumbrances listed on attached Exhibit C.

ARTICLE 6

Common Elements

6.1 Use and Enjoyment of Common Elements. Each Owner shall have the non-exclusive right to use and enjoy the Common Elements in common with all other Owners (a) for all purposes for which such Common Elements were established, and (b) as required for purposes of access and ingress to and egress from (and use, occupancy and enjoyment of) any Lot or Unit owned by the Owner or Common Elements available for the Owner's use. This right to use and enjoy the Common Elements shall extend to each Owner, Occupant, and the family members, guests and invitees of each Owner, and shall be appurtenant to each Lot/Unit, subject at all times to the provisions of this Declaration, the Articles and Bylaws, and any Rules and Regulations adopted by the Board of Directors from time to time. No Owner or Occupant shall place any structure or improvement whatsoever upon the Common Elements, nor shall any Owner or Occupant engage in any activity which will temporarily or permanently impair free and unobstructed access to or use of all parts of the Common Element by all Owners and by the Association.

6.2 Association may Regulate Use of Common Elements. The Association, acting through the Board of Directors, shall have the right and authority to regulate the use of the Common Elements by the promulgation, enforcement and interpretation from time to time of such Rules and Regulations relating thereto as the Association considers necessary or appropriate for the protection and preservation of the Common Elements and the enhancement of the use and enjoyment thereof by the Owners and Occupants.

6.3 Association to Maintain and Improve Common Elements. The Association, its agents and employees, shall maintain, snowplow as necessary, and otherwise manage the Common Elements and the exterior Lots, including, but not limited to, any improvements, landscaping, water features, streets, driveways, parking areas, sidewalks, walkways, common utilities, and recreational and other facilities located thereon. The Association shall construct, alter and remove such improvements and landscaping upon the Common Elements as the Association in its discretion considers necessary, desirable or appropriate from time to time, and shall do all such other and further acts which the Board of Directors deems necessary or appropriate to preserve, protect and enhance the Common Elements and the beauty thereof in accordance with the general objectives for the Community reflected in this Declaration,

6.4 Owner Liability for Owner or Occupant Damage to Common Elements. Each Owner shall be liable to the Association for any damage to Common Elements, the Lots, or for any expense, loss or liability suffered or incurred by the Association in connection with the Common Elements or Lots arising from (a) the negligence or willful misconduct of such Owner or of any Occupant, agent, employee, family member, guest or invitee of such Owner, or (b) any violation by such Owner or any Occupant, agent, employee, family member, guest or invitee of such Owner of any law, regulation, or code, including without limitation any environmental law, or of any provisions of this Declaration, or the Rules and Regulations relating to the Common Elements. Each Owner shall indemnify, defend and hold the Association harmless from any loss, damage, expense or liability arising from the circumstances described in subsections (a) or (b) immediately above. The Association shall have the power to levy and collect a Reimbursement Assessment against an Owner to recover the costs, expenses, damages, losses or liabilities incurred by the Association as a consequence of any such negligence, willful misconduct or violations by the Owner or the Owner's Occupant.

6.5 Damage or Destruction to Common Elements. In the event of damage to or destruction of the Common Elements or the Lots, including improvements thereon, by fire or other casualty, the Association shall repair or replace the same in accordance with the provisions of Section 8.2 below. Repair, reconstruction, or replacement of Common Elements shall be accomplished under such contracting and bidding procedures as the Association shall determine are appropriate. If insurance proceeds available to the Association on account of damage or destruction exceed the cost of repair, reconstruction, and replacement, the Association may use the same for future maintenance, repair, improvement, and operation of Common Elements or for any other use deemed appropriate by the Board of Directors. Damage to any personal property within a Lot shall be the responsibility of the Owner(s) of the Lot(s).

6.6 Condemnation of Common Elements. If any Common Element or part thereof or interest therein is taken under exercise of the power of eminent domain or by purchase in lieu thereof, the portion of any award in condemnation or the price payable for the deed in lieu that is attributable to the Common Element taken or purchased shall be paid to the Association. The Association shall have the exclusive right to participate in such condemnation proceedings and to represent the interests of all Owners and Occupants and other Persons therein. Any award or funds received by the Association shall be held by the Association for the purposes stated in Section 6.5 above or as a reserve for future maintenance, repair, reconstruction, or replacement of Common Elements or may be used for improvements or additions to or operation of Common Elements or for such other uses as may be deemed appropriate by the Board of Directors. Except as may otherwise be provided by the Act, no Owner or other Person shall be entitled to participate as a party or otherwise in any condemnation proceedings nor to receive any proceeds therefrom.

6.7 Title to Common Elements upon Dissolution of Association. In the event of dissolution of the Association, the Common Elements shall, to the extent permitted by law and reasonably possible, be conveyed or transferred to an appropriate public, governmental or quasi- governmental agency or organization or to a nonprofit corporation, association, trust, or other organization, to be used, in any such event, for the common benefit of Owners for the purposes for which the Common Elements were held by the Association. If the foregoing is not possible, the Common Elements shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Owners in proportion to each Owner's Allocated Interest in the Common Expenses of the Association.

6.8 Mechanic's Liens on Common Elements. Declarant shall be responsible for the release of mechanics' liens filed with respect to Common Elements, or any part thereof, if such liens arise from labor performed or materials furnished at the instance of Declarant, its agents, contractors or subcontractors. Likewise, the Association shall be responsible for the release of mechanic's liens filed with respect to Common Elements, or any part thereof, if such liens arise from labor performed or materials furnished at the instance of the Association, its directors, officers, agents, contractors or subcontractors. No labor performed or materials furnished with respect to a Unit at the instance of the Owner thereof shall be the basis for filing a lien against the Common Elements. No labor performed or materials furnished with respect to a Common Element at the instance of the Board of Directors shall be the basis for filing a lien against any Lot/Unit.

ARTICLE 7

Association

7.1 Association; General Powers. The Association has been formed as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to manage the affairs of the Community. The Association shall serve as the governing body for all of the Owners and Occupants for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Common Elements, the levying and collection of Assessments for Common Expenses and other expenses of the Association, and such other matters as may be provided in this Declaration, the Articles and the Bylaws. The Association shall have all of the powers, authority and duties as may be necessary or appropriate for the management of the business and affairs of the Community, including without limitation all of the powers, authority and duties of a Colorado corporation formed under the Colorado Revised Nonprofit Corporation Act, and all of the powers and duties provided for in the Act. The Association shall have the power to assign its right to future income, including the right to receive Common Expense assessments, but only upon the affirmative vote of the Owners of Units holding at least fifty-one percent (51%) of the votes in the Association. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with the provisions of this Declaration, the Articles and the Bylaws.

7.2 Association Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number, term, and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation or the Bylaws, except that there shall never be less than three (3) members. A quorum shall be deemed present throughout any meeting of the Board of Directors if persons entitled to cast at least fifty percent (50%) of the votes on the Board of Directors are present at the beginning of the meeting or grant their proxy as provided in Colorado Revised Statutes Section 7-128-205(4). With the exception of matters that may be discussed in executive session, as set forth in Section 38-33.3-308(3-7) of the Act, all regular and special meetings of the Board of Directors or any committee thereof shall be open to attendance by all Members of the Association or their representatives. Without limiting the generality of the foregoing, no rule or regulation may be validly adopted during an executive session. Agendas for meetings of the Board of Directors shall be made reasonably available for examination by all Members of the Association or their representatives.

The Board of Directors shall have all of the powers, authority and duties granted or delegated to it by the Act, this Declaration, the Articles or Bylaws. Except as provided in the Act, this Declaration, the Articles or Bylaws, the Board of Directors may act in all instances on behalf of the Association. The Association shall have all of the powers, authority and duties permitted under the Act and under the Colorado Revised Nonprofit Corporation Act ("CRNCP"). The Association, acting through the Board, may (without specific authorization in the Declaration):

- (a) Adopt and amend any rules and regulations of the Association, policies and procedures required by the Act ("CCIOA Policies"), Design Guidelines and/or Construction Rules;
- (b) Adopt and amend Bylaws;
- (c) Adopt and amend budgets for revenues, expenditures and reserves and collect Assessments;
- (d) Hire and terminate Managing Agent(s) and other employees, agents and independent contractors;
- (e) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Project as provided for herein;
- (f) Make contracts and incur liabilities;
- (g) Regulate the use, maintenance, repair, replacement and modification of Common Elements, and further lease or license, or permit the use of, by less than all Owners and/or non-Owners, on either a short or long-term basis, and with or without charge as the Board deems fit, any portion of the General Common Elements and/or any Unit owned by the Association;
- (h) Cause minor improvements (not exceeding \$50,000 for any improvement project) to be made to the Common Elements. If such project cost exceeds the permitted amount the Board must obtain 67% Owner approval;
- (i) Grant long or short-term easements, leases, licenses and concessions through or over the Common Elements as provided herein;
- (j) Impose and receive any payments, fees or charges for the use, rental or operation of the General Common Elements as provided herein;
- (k) Impose charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents;

- (l) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;
- (m) Provide for the Association's indemnification of its officers and members of the Board, and also to maintain directors' and officers' liability insurance as determined to be appropriate by the Board or the Owners;
- (n) Borrow funds to cover Association expenditures and pledge Association assets as security therefor, subjecting Common Elements to a security interest in connection therewith;
- (o) Assign, pledge and collateralize its right to future income, including the right to receive Assessments;
- (p) Exercise any other powers conferred by the Declaration or the Bylaws;
- (q) Exercise all other powers that may be exercised in Colorado by legal entities of the same type as the Association; and
- (r) Exercise any other powers necessary and proper for the governance and operation of the Association.

The Board of Directors may not, however, act on behalf of the Association to amend this Declaration, to terminate the Community, or to elect members of the Board of Directors or determine the qualifications, powers and duties, or terms of office of Board of Directors members, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term. The Board of Directors may, by resolution, delegate portions of its authority to officers of the Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for management of the affairs of the Association. No member of the Board of Directors and no officer shall be liable for actions taken or omissions made in the performance of such member's or officer's duties except for wanton and willful acts or omissions.

7.3 Delegation by the Board of Directors.

- (a) *Delegation to Managing Agent.* The Association, acting through the Board, may employ or contract for the services of a Managing Agent to act for the Association and the Board and the officers according to the powers and duties delegated to the Managing Agent pursuant to the Bylaws or the resolution of the Board. Neither the Board nor any officer of the Association will be liable for any omission or improper exercise by a Managing Agent of any such duty, power, or function so delegated by written instrument executed by or on behalf of the Board.
- (b) *Committees.* The Association, acting through the Board, may delegate any of its rights, duties or responsibilities to any committee or other entity that the Board may choose to form.
- (c) *Limitation.* Any delegation by the Board under this Section is subject to compliance with the Act and the Bylaws and the requirement that the Board, when so delegating, will not be relieved of its responsibilities under the Association Documents and the Act.

7.4 Acquiring and Disposing of Personal Property. The Association may acquire, own, and hold for the use and benefit of all Owners tangible and intangible personal property, and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same undivided proportion as their respective undivided

interests (Allocated Interests) in the Common Elements. Such interests shall not be transferable except with the transfer of a Lot/Unit. A conveyance of a Lot/Unit shall transfer ownership of the transferor's beneficial interest in such personal property without any reference thereto. Each Owner may use such personal property in accordance with the purposes for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Lot/Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Lot/Unit.

7.4 Contracts with Others. The Association may contract with the City of Glenwood Springs or with other homeowners' associations or owners of nearby property in order to provide services required herein or by law for the benefit of Owners and their family members, guests, tenants and invitees. Any resulting costs incurred by the Association shall be a Common Expense. The Association may contract with third parties and/or other homeowners' associations or owners of nearby property in order to gain access to amenities or other arrangements beneficial to Owners and their family members, guests, tenants and invitees.

7.5 Rules and Regulations. The Association may adopt, amend, repeal, and enforce such Rules and Regulations as the Board of Directors may consider necessary, desirable or appropriate from time to time with respect to the interpretation and implementation of this Declaration, the operation of the Association, and the use and enjoyment of the Common Elements. Any such Rules and Regulations shall be effective only upon adoption by resolution at an open meeting of the Board of Directors. Notice of the adoption, amendment, or repeal of any Rule or Regulation shall be given in writing to each Owner, and copies of the currently effective Rules and Regulations shall be made available to each Owner and Occupant upon request and payment of the reasonable expense of copying the same. Each Owner and Occupant shall comply with such Rules and Regulations, and each Owner shall see that Occupants claiming through such Owner comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall govern. Such Rules and Regulations may establish penalties (including the levying and collection of fines) for the violation of such Rules and Regulations or of any provision of this Declaration, the Articles, or the Bylaws.

7.6 Membership in Association. There shall be one Membership in the Association for each Unit within the Community. The person or persons who constitute the Owner of a Lot/Unit shall automatically be the holder of the Membership appurtenant to that Unit, and shall collectively be the "Member" of the Association with respect to that Lot/Unit, and the Membership appurtenant to that Lot/Unit shall automatically pass with fee simple title to the Lot/Unit. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot/Unit, and may not otherwise be separated from ownership of a Lot/Unit.

7.7 Voting Rights of Members. Each Lot/Unit in the Community shall be entitled to one (1) vote in the Association. Occupants of Units shall not have voting rights. If title to a Lot/Unit is owned by more than one (1) Person, such Persons shall collectively vote their interest as a single vote. If only one of the multiple Owners of a Lot/Unit is present at an Association meeting, such Owner is entitled to cast the vote allocated to that Lot/Unit. If more than one of the multiple Owners is present, the vote allocated to that Lot/Unit may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any of

the multiple Owners casts the vote allocated to that Lot/Unit without protest being made promptly to the Person presiding over the meeting by any of the other Owners of the Lot/Unit. In the event of a protest being made by one or more multiple Owners, and a majority of the multiple Owners of the Lot/Unit cannot agree on how to cast their vote, any vote cast for that Lot/Unit shall be null and void with regard to the issue being voted upon. Such multiple owners and their Lot/Unit shall nevertheless be counted in determining the presence of a quorum with respect to the issue being voted upon.

A quorum is deemed present throughout any meeting of the Members of the Association if Persons entitled to cast at least fifty percent (50%) of the votes in the Association are present, in Person or by proxy, at the beginning of the meeting.

Provided a quorum of Members entitled to vote is present in Person or by proxy, the affirmative vote of a majority of the Members so present shall constitute approval of any matter voted upon unless a different number is required on a particular matter by the Act, this Declaration, the Articles, or the Bylaws.

The vote allocated to a Lot/Unit may be cast pursuant to a proxy duly executed by an Owner. If a Lot/Unit is owned by more than one Person, each Owner of the Lot/Unit may vote or register protest to the casting of a vote by the other owners of the Lot/Unit through a duly executed proxy. A Lot/Unit Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate eleven (11) months after its date, unless a different termination date is otherwise set forth on its face.

The Owners, by a vote of sixty-seven percent (67%) of all Members present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any member of the Board of Directors with or without cause.

7.8 Period of Declarant Control of Association. Notwithstanding any other provisions hereof, Declarant shall have and hereby reserves the power to appoint and remove, in its sole discretion, the members of the Board of Directors and the officers of the Association during the period commencing upon the recording of this Declaration and terminating no later than the earlier of (a) sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be created to Unit Owners other than Declarant; or (b) two (2) years after the last conveyance of a Lot/Unit by the Declarant in the ordinary course of business; or (c) two (2) years after any right to add new Lots or Units was last exercised by Declarant.

At any time prior to the termination of the Period of Declarant Control of the Association, the Declarant may voluntarily surrender and relinquish the right to appoint and remove officers and members of the Board of Directors, but in such event Declarant may require, for the duration of the Period of Declarant Control of the Association, that specified actions of the Association or the Board of Directors, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. As to such actions, Declarant may give its approval or disapproval in its sole discretion and option, and its disapproval shall invalidate any such action by the Board of Directors or the Association. Not later than the termination of the Period of Declarant Control of the Association, the Owners (including Declarant) shall elect a Board of Directors of at least three members, at least a majority of whom must be Owners other than Declarant

or designated representatives of Owners other than Declarant, and the Board of Directors shall elect the officers, with such Board of Directors members and officers to take office upon election. Pursuant to Section 38-33.3-303(9) of the Act, within 60 days after Owners other than Declarant elect a majority of the members of the Board of Directors, Declarant shall deliver to the Association all property of the Owners and of the Association held or controlled by Declarant.

ARTICLE 8

Insurance

8.1 Insurance Requirements. The Association shall obtain, maintain and keep in full force and effect at all times the following types of insurance, and the cost of said coverage shall be paid by the Association as a Common Expense:

(a) *Casualty Insurance.* Property insurance on all Buildings, all fixtures that are part of such Buildings, all Common Elements, and improvements thereon (excepting any such improvements installed by Owners) within the Community. Such insurance shall not include or cover the finished interior surfaces of the walls, floors and ceilings of the Units. Such insurance shall be for broad form covered causes of loss, including casualty, fire, and extended coverage insurance including, if available at reasonable cost, coverage for vandalism and malicious mischief and, if available and if deemed appropriate, coverage for flood, earthquake, and war risk. Such insurance shall, to the extent reasonably obtainable, be for the full insurable replacement cost of the insured property, less applicable deductibles, at the time the insurance is purchased and at each renewal date, exclusive of land, excavation, foundations and other items normally excluded from property policies, and shall include such endorsements as the Board of Directors considers appropriate from time to time.

(b) *Liability Insurance.* Comprehensive general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of Common Elements within the Community and covering public liability or claims of liability for injury to persons and/or property, and death of any person or persons. Such liability insurance shall, to the extent reasonably obtainable, (a) have limits of not less than Three Million Dollars (\$3,000,000.00) per person and Three Million Dollars (\$3,000,000.00) per occurrence; (b) insure the Board of Directors, the Association and its officers, and their respective employees, agents and all Persons acting as agents; (c) include the Successor Declarant as an additional insured as its interests may appear; (d) include the Owners as additional insureds, but only for claims and liabilities arising in connection with the ownership, existence, use or management of Common Elements; (e) cover claims of one or more insured parties against other insured parties; and (f) be written on an occurrence basis.

c) *Worker's Compensation.* A Worker's Compensation policy, if necessary, to meet the requirements of law.

d) *Directors and Officers Liability Insurance.* The Association may, in its discretion, carry directors' and officers' liability insurance in such amount as the Board of Directors may deem appropriate.

(e) *Other Insurance.* Such other insurance in such amounts as the Board of Directors shall determine, from time to time, to be appropriate to protect the Association or the Unit Owners, or as may be required by the Act.

(f) *General Provisions Respecting Insurance.* Insurance policies carried pursuant to Sections 8.1(a) and 8.1(b) above shall provide that (i) each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Elements or membership in the Association; (ii) the insurer waives its rights of subrogation under the policy against the Association, each Owner, and any Person claiming by, through, or under such Owner or any other director, agent or employee of the foregoing; (c) no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and (d) if at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy shall be the primary insurance. An insurer that has issued an insurance policy for the insurance to the Association and, upon request, to any Owner or holder of a security interest to whom a certificate or memorandum of insurance has been issued, at their respective last-known addresses.

Any loss covered by the property insurance policy described in Section 8.1(a) above must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Owners and lienholders as their interests may appear. Subject to the provisions of Section 38.33.3- 313(9) of the Act, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association Owners, and lienholders are not entitled to receive payments of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely restored or the Community is terminated.

The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Owners causing such loss or benefitting from such repair or restoration for all deductibles paid by the Association. In the event more than one Lot or Unit is damaged by a loss, the Association in its reasonable discretion may assess each Owner a pro rata share of any deductible paid by the Association. Insurance obtained by the Association shall, to the extent reasonably possible, and provided Declarant reimburses the Association for any additional premium payable on account thereof, name Declarant as an additional insured and shall contain a waiver of subrogation rights as against Declarant.

Insurance policies and insurance coverage shall be reviewed at least annually by the Board of Directors to ascertain whether coverage under the policies is sufficient in light of the current values of Common Elements and in light of the possible or potential liabilities of the Association and other insured parties.

In no event shall insurance coverage obtained or maintained by the Association obviate the need for Owners and Occupants to obtain insurance for their own benefit.

(g) *Nonliability of Association or Board of Directors.* Notwithstanding the duty of the Association to obtain insurance coverage, as stated herein, neither the Association nor any Board of Directors member, shall be liable to any Owner, Occupant, mortgagee or other Person, if any risks or hazards are not covered by insurance, or if the appropriate insurance is not obtained because such insurance coverage is not reasonably obtainable on the Association's behalf, or if the amount of insurance is not adequate, and it shall be the responsibility of each Owner and Occupant to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner or Occupant may desire.

(h) *Premiums.* Premiums for insurance policies purchased by the Association and other expenses connected with acquiring such insurance shall be paid by the Association as a Common Expense, except that the amount of increase over any annual or other premium occasioned by the use, misuse, occupancy or abandonment of a Lot or Unit or its appurtenances, or Common Elements, by an Owner or Occupant, may at the Board of Directors' election, be assessed against that particular Owner and his Lot/Unit as a Reimbursement Assessment.

(i) *Insurance Claims.* The Association is hereby irrevocably appointed and authorized, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board of Directors has full and complete power to act for the Association in this regard, and may, in its discretion, appoint an authorized representative, or enter into an insurance trust agreement, wherein the trustee shall have the authority to negotiate losses under any policy purchased by the Association.

(j) *Benefit.* Except as otherwise provided herein, all insurance policies purchased by the Association shall be for the benefit of, and any proceeds of insurance received by the Association or any insurance trustee shall be held or disposed of in trust for the Association, the Owners, or the Occupants, as their interests may appear.

(k) *Other Insurance to be Carried by Owners.* Each Owner is responsible for obtaining insurance coverage on the improvements, furnishings and other items of personal property belonging to an Owner or Occupant or a Lot/Unit, and public liability insurance coverage (including physical damage and liability insurance) upon each Lot and Unit. In addition, an Owner may obtain such other and additional insurance coverage on the Unit as such Owner in the Owner's sole discretion shall conclude to be desirable; provided however, that none of the insurance coverage obtained by the Owner shall operate to decrease the amount which the Board, on behalf of all Owners, may realize under any policy maintained by the Board or otherwise affect any insurance coverage obtained by the Association or cause the diminution or termination of that insurance coverage. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners, including Declarant, should Declarant be the Owner of any Unit. No Owner shall obtain separate insurance policies on the Common Area.

8.2 Damage to Community. Any portion of the Community for which insurance is required under Section 38-33.3-313 of the Act that is damaged or destroyed must be repaired or replaced promptly by the Association unless: (i) the Community is terminated; (ii) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (iii) sixty-seven percent (67%) of the Unit Owners, including owners of every Lot/Unit that will not be rebuilt, vote not to rebuild.

The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire Community is not repaired or replaced, the insurance proceeds attributable to the damaged Buildings or Common Elements must be used to restore the damaged property to a condition compatible with the remainder of the Community, and, except to the extent that other Persons will be distributees, the insurance proceeds attributable to Lots/Units and Common Elements that are not rebuilt must be distributed to the Owners of those properties, or to lienholders, as their interests may appear, and the remainder of the proceeds must be distributed to all Owners or lienholders as their interests may appear in proportion to the Common Expense liabilities of all Lots/Units.

In the event of damage to or destruction of all or a portion of the Buildings or Common Elements due to fire or other adversity or disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damage or destruction, the Association may levy a Special Assessment in the aggregate amount of such deficiency, or if any Owner or group of Owners is liable for such damage, may levy a Reimbursement Assessment against the Owner or group of Owners responsible therefor, and shall proceed to make such repairs or reconstruction. Such Assessment shall be due and payable as provided by resolution of the Board of Directors, but not sooner than sixty (60) days after written notice thereof. The Assessment provided for herein shall be a debt of each Owner assessed and a lien on his Lot/Unit, and may be enforced and collected in the same manner as any Assessment Lien provided for in this Declaration. If the entire damaged property is not repaired or replaced, the insurance proceeds attributable to the damaged property must be used to restore the damaged property to a condition compatible with the remainder of the Community. No distributions of insurance proceeds shall be made unless made jointly payable to the Owners and first mortgagees of their respective Lots/Units, if any.

ARTICLE 9

Limited Liability

Neither the Association nor its past, present or future officers or directors, nor any other employee, agent or committee member of the Association shall be liable to any Owner or Occupant or to any other Person for actions taken or omissions made except for wanton and willful acts or omissions. Without limiting the generality of the foregoing, the Association and the Board of Directors shall not be liable to any Owner or Occupant or other Person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Acts taken upon the advice of legal counsel, certified public accountants, registered or licensed engineers, architects or surveyors shall conclusively be deemed to be in good faith and without malice. To the extent insurance carried by the Association for such purposes shall not be adequate, the Owners severally agree to indemnify and to defend the Association and the Board of Directors against claims, damages or other liabilities resulting from such good faith action or failure to act.

ARTICLE 10

Assessments

10.1 Assessment Obligation. Declarant, for each Lot/Unit, shall be deemed to covenant and agree, and each Owner, by acceptance of a deed therefor (including a public trustee's or sheriff's deed), whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) Regular Assessments or charges, (2) Special Assessments, and (3) Reimbursement Assessments, such assessments to be established and collected as hereinafter provided (collectively the "Assessments"). The Assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a continuing lien and security interest upon the Lot/Unit against which each such Assessment is charged. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) or demand, and without set-off or deduction of any kind or nature. Each Owner is liable for Assessments made against such Owner's Lot/Unit during his period of ownership of the Lot/Unit. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the joint, several and personal obligation of each Person who was an Owner of such Lot/Unit at the time when the Assessment became due. Upon the transfer of title to a Lot/Unit, the transferor and the transferee shall be jointly, severally and personally liable for all unpaid Assessments and other charges due to the Association prior to the date of transfer, and the transferee shall be personally liable for all such Assessments and charges becoming due thereafter.

10.2 Statutory Lien. The Association has a statutory lien pursuant to §38-33.3-316 of the Act on the Unit of an Owner for all Assessments levied against such Lot/Unit or fines imposed against such Lot/Unit's Owner from the time the Assessment or fine becomes due (the "Assessment Lien"). Fees, charges, late charges, attorneys' fees, fines and interest charged by the Association pursuant to the Act or this Declaration are enforceable as Assessments. The amount of the lien shall include all such items from the time such items become due. If an Assessment is payable in installments, the Association has an Assessment Lien for each installment from the time it becomes due, including the due date set by the Board of Directors' acceleration of installment obligations. An Assessment Lien is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of Assessments becomes due.

10.3 Lien Superior to Homestead and Other Exemptions. An Assessment Lien shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against the Assessment Lien.

10.4 Priority of Lien. An Assessment Lien is prior to all other liens and encumbrances on a Lot/Unit except as follows:

- (a) Liens and encumbrances recorded before the recordation of this Declaration;

- (b) A security interest on the Lot/Unit which has priority over all other security interests on the Lot/Unit and which was recorded before the date on which the Assessment sought to be enforced became delinquent. An Assessment Lien is prior to the security interest described in the preceding sentence to the extent of an amount equal to the Regular Assessments (based on a Budget adopted by the Association pursuant to Section 10.7 below) which would have become due, in the absence of any acceleration, during the six (6) months immediately preceding institution by the Association or any party holding a lien senior to any part of the Association lien created under this Article 10 of an action or a nonjudicial foreclosure either to enforce or to extinguish the lien;
- (c) Liens for Project taxes and other governmental assessments or charges against the Lot/Unit; and
- (d) As may otherwise be set forth in the Act. The priority of mechanics' and materialmen's liens is not affected by the Act.

This Article 10 does not prohibit an action or suit to recover sums for which this Article 10 creates a lien or prohibit the Association from taking a deed in lieu of foreclosure. Sale or transfer of any Lot/Unit shall not affect the Lien for an Assessment.

10.5 Perfection of Lien. The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien for Assessments is required; however, a claim may be recorded at the Association's option, in which event costs and attorneys' fees incurred in connection with the preparation and filing of such claim shall be assessed against the Lot/Unit as a Reimbursement Assessment.

10.6 Regular Assessments.

- (a) A Regular Assessment shall be made annually against each Lot/Unit, based upon an annual Budget prepared by the Board of Directors, for purposes of paying (i) the annual costs of operating and administering the Association and all other Common Expenses, (ii) the costs of services rendered or expenditures incurred by the Association to or for less than all Lots/Units (but not including Common Expenses), which shall be assessed only to the Lots/Units benefitted and then equally among them, (iii) reasonable reserves for contingencies, replacements, and other proper purposes, and (iv) such other matters as may be reasonably determined by the Board of Directors to be the subject of a Regular Assessment;
- (b) Regular Assessments shall be allocated in accordance with the Allocated Interests of each Lot/Unit in the Community, except that (i) any Common Expense or portion thereof benefitting fewer than all of the Lots/ Units shall be assessed exclusively against the Lots/Units benefitted; and (ii) any Common Expense associated with the maintenance, repair, improvement or replacement of a exterior improvements on Lots shall be assessed only against the Lots/Unit(s) for which those improvements are located. If Common Expense liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be reallocated in accordance with the reallocated Common Expense liabilities.

- (c) Regular Assessments shall be levied on a calendar year basis, except that the initial Regular Assessment period shall commence on the first day of the calendar month or quarter in which the first Lot/Unit is conveyed by Declarant to a Person other than Declarant. Regular Assessments shall be paid in installments on a monthly, quarterly or semi-annual basis, as the Board of Directors may determine from time to time, and shall be due either on the first day of each calendar month or on the first day of each calendar year quarter (January 1, April 1, July 1 and October 1), or on the first day of a semi-annual period (e.g. January 1, July 1) as appropriate. Unless and until changed to a monthly or semi-annual system by the Board of Directors, Regular Assessments shall be due and payable on the first day of each calendar quarter. Any Owner acquiring a Lot/Unit between installment due dates shall pay a pro rata share of the immediately preceding installment.
- (d) The Board of Directors shall fix the amount of the Regular Assessment, using the Budget procedure described below, at least thirty (30) days before the end of each calendar year. Written notice of the Regular Assessment shall be sent to each Owner. Failure of the Board of Directors timely to fix and levy the Regular Assessments for any year or to send a notice thereof to any Owner shall not relieve or release any Owner from liability for payment of Regular Assessments or any installments thereof for that or subsequent years as soon as the Board of Directors levies the Regular Assessment and provides notice thereof.
- (e) The Board of Directors shall also mail to each Owner at least ten (10) days prior to the due date thereof a written notice of the amount of the next quarterly (or monthly or semi-annual, as the case may be) installment of Regular Assessment that is due from such Owner, and the date on which such installment is due pursuant to subparagraph (d) above. Failure of the Board of Directors to send timely notice to any Owner of an installment of Regular Assessment due shall not relieve or release any Owner from liability for payment of that installment as soon as the Board of Directors in fact provides such notice.

10.7 Association Budget. The Board of Directors shall adopt a Budget which establishes a Regular Assessment for the Owners. Annually, the Board of Directors shall prepare or cause to be prepared an operating budget (the "Budget") for the next calendar year. The Budget shall provide for the allocation of any surplus funds remaining from any previous Budget period in accordance with §38-33.3-314 of the Act. Within thirty (30) days after adoption of any proposed Budget for the Association, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver, a summary of the Budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the Budget not less than fourteen (14) nor more than sixty (60) days after the mailing or other delivery of the summary. Such meeting may, but need not be, concurrent with the annual meeting of the Members as provided in the Bylaws. Unless at that meeting sixty-seven percent (67%) of all Owners reject the Budget, the Budget shall be ratified, whether or not a quorum of Owners is present. In the event that the proposed Budget is rejected, the Budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent Budget proposed by the Board of Directors.

10.8 Special Assessments. In addition to the Regular Assessments and Reimbursement Assessments authorized in this Article 10, the Board of Directors may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, maintenance, or replacement of capital improvements (including related fixtures and personal property) to or upon or serving the Community, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association. Except in the event of an emergency, or an excess tort liability, where no membership vote shall be required, the Board of Directors shall not levy a Special Assessment without the approval of the Owners in the Community as provided below.

Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Owners no less than thirty (30) or more than fifty (50) days before the meeting. At the meeting, the presence of Owners in person or by proxy that are entitled to cast fifty percent (50%) of the votes in the Association shall constitute a quorum, if the required quorum is not present, another meeting may be called pursuant to the same notice requirements, and the required quorum at this second meeting shall be only thirty percent (30%) of the votes in the Association. No such second meeting shall be held more than sixty (60) days following the date of the first meeting.

Provided a quorum of Owners entitled to vote is present in person or by proxy, in accordance with the quorum requirements set forth in the preceding paragraph, then the affirmative vote of a majority of the Owners so present shall constitute approval of the proposed Special Assessment.

For purposes of this Section 10.8, the term "emergency" shall mean any circumstances or set of circumstances which pose an imminent threat of loss, damage or injury, actual or threatened, to persons or property. Special Assessments shall be allocated in the same manner as Regular Assessments, that is, in accordance with the Allocated Interests of each Lot/Unit in the Community, and shall be due and payable to the Association on the due date fixed by the Board of Directors in the notice given to the Owners of such Special Assessment, which due date shall be no earlier than thirty (30) days after the giving of such notice.

10.9 Reimbursement Assessments. In addition to the Regular and Special Assessments authorized hereunder, the Board of Directors may levy against any Owner or Owners, at any time and from time to time, a Reimbursement Assessment for purposes of reimbursing the Association for all costs and expenses incurred by it in enforcing any provision of or in remedying any violation of this Declaration, the Articles and Bylaws, or any Rules and Regulations, by such Owner or Owners, their Occupant(s), or their agents, employees or contractors. Reimbursement Assessments may also be made by the Board of Directors for any other purposes for which this Declaration provides for the levying of a Reimbursement Assessment. Finally, and in addition to the foregoing, a Reimbursement Assessment may also be levied in the form of a reasonable fine against an Owner for a violation of this Declaration, the Articles, Bylaws, or the Rules and Regulations, but only after the Owner(s) to be so fined have been provided with Notice and Hearing. Reimbursement Assessments shall be due and payable to the Association on the due date fixed by the Board of Directors in the notice given to the Owner(s) of such Reimbursement Assessment, which date shall be no earlier than thirty (30) days after the giving of such notice.

10.10 Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment or portion or installment thereof which is not paid when due (or for which a bad check is issued) shall be deemed delinquent and shall bear interest from and after the due date at the rate of interest set by the Board of Directors from time to time, which shall not be less than twelve percent (12%) nor more than twenty-one percent (21%) per year, and the Board of Directors may also assess a late charge (and/or a bad check charge) thereon. The Board of Directors may also elect to accelerate the installment obligations of any Regular Assessment for which an installment is delinquent. The delinquent Owner shall also be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting a delinquent Assessment, which collection costs shall be added to the delinquent Assessment. The Board of Directors may, but shall not be required to, record a Notice of Delinquent Assessment or charge against any Lot/Unit as to which an Assessment or charge is delinquent. The Notice shall be executed by an officer of the Board of Directors, and shall set forth the amount of the unpaid Assessment or charge, the name of the delinquent Owner and a description of the Lot/Unit.

The Assessment Lien may be foreclosed by the Association in the same manner as a mortgage on real property. The Association shall be entitled to purchase the Lot/Unit at foreclosure. The Association may also bring an action at law against the Owner personally obligated to pay the delinquent Assessment and/or foreclose the lien against the Owner's Lot/Unit in the discretion of the Association. No Owner may exempt himself or otherwise avoid liability for the Assessments provided for herein by waiver of the use or enjoyment of any Common Elements or by abandonment of the Lot/Unit against which the Assessments are made.

In any action by the Association to collect Assessments or to foreclose a Lien for unpaid Assessments, the court may appoint a receiver to collect all sums alleged to be due from the Owner prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's Regular Assessments.

10.11 Statement of Unpaid Assessments. The Association shall furnish to an Owner or such Owner's designee or to a holder of a security interest or its designee upon written request, delivered personally or by facsimile transmittal or by certified mail, first class postage prepaid, return receipt requested, to the Association, a written statement setting forth the amount of unpaid Assessments currently levied against such Owner's Lot/Unit, whether delinquent or not. The statement shall be furnished within fourteen (14) days after receipt of the request and is binding on the Association, the Board of Directors, and every Owner. If no statement is furnished either delivered personally or by facsimile transmission or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Lot/Unit for unpaid Assessments which were due as of the date of the request.

10.12 Assessments for Tort Liability. In the event of any tort liability against the Association which is not covered completely by insurance, each Owner shall contribute for the payment of such liability as a Special Assessment. The Association may, however, require a larger contribution from fewer than all Owners under any legal or equitable principles regarding liability for negligent or willful acts or omissions.

ARTICLE 11

Eminent Domain

11.1 Definition of Taking. The term "taking", as used in this Article 11, shall mean condemnation by eminent domain or sale under threat of condemnation.

11.2 Representation in Condemnation Proceedings of Common Elements. In the event of a threatened taking of all or any portion of the Common Elements, the Owners hereby appoint the Association through such Persons as the Board of Directors may designate to represent the Association and all of the Owners in connection therewith. The Association shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Service of process on the Association shall constitute sufficient notice to all Owners, and service of process on each individual Owner shall not be necessary.

11.3 Award for Common Elements. Any awards received by the Association on account of the taking of Common Elements shall be paid to the Association. The Association may, in its sole discretion, retain any award in the general funds of the Association or distribute all or any portion thereof to the Owners as their interests may appear. The rights of an Owner and the mortgagee of a Lot/Unit as to any such distribution shall be governed by the provisions of the mortgage encumbering the Lot/Unit.

11.4 Taking of Lots/Units. If a Lot and/or Unit is acquired by eminent domain or part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must include compensation to the Unit Owner for the acquired Lot and/or Unit and its Allocated Interests. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Lots (as appropriate) in proportion to the respective Allocated Interests of those Lots and/or Units before the taking. Any remnant of a Lot and/or Unit remaining after part of a Lot and/or Unit is taken is thereafter a Common Element. Otherwise, if part of a Lot and/or Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Lot and/or Unit. Upon acquisition, unless the decree otherwise provides:

- (a) That Lot/Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Lot and/or Unit; and
- (b) The portion of Allocated Interests divested from the partially acquired Lot/Unit is automatically reallocated to that Unit and to the remaining Lots/Units (as appropriate) in proportion to the respective interests of those Units before the taking, with the partially acquired Lot and/or Unit participating in the reallocation on the basis of its reduced Allocated Interests.

11.5 Miscellaneous. The court decree shall be recorded in Garfield County. The reallocations of Allocated Interests pursuant to this Article shall be confirmed by an amendment to the Declaration prepared, executed, and recorded by the Association.

ARTICLE 12

Acknowledgements, Construction Defects, Disputes, Dispute Resolution and Litigation

12.1 Acknowledgements.

- (a) *Security.* THE ASSOCIATION SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROJECT, NOR SHALL THE ASSOCIATION BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY, INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, OR ACTS OF THIRD PARTIES. ALL OWNERS, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION IS NOT AN INSURER AND THAT EACH OWNER, TENANT, GUEST, AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO UNITS, AND TO THE CONTENTS OF UNITS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.
- (b) *No View Easement.* There is no easement or other right, express or implied, for the benefit of the Lot/Unit or any Owner for light, view or air created by this Declaration or as a result of the Owner owning the Lot/Unit.

- (c) *Sound Transmission.* Sound and impact noise transmission in a building(s) such as the Project is hard to control, and noises from adjoining or nearby structures and surrounding development and/or mechanical equipment can and will be heard in the Units. The Association is not responsible in any way for sound or impact noise transmission.
- (d) *Mold Disclosure.* Molds, mildew, fungi, bacteria and microbiologic organisms (collectively "Molds") are present in soil, air and elsewhere in the environment. Molds can proliferate in various environments including, among others, damp areas such as bathrooms and within walls and partitions. Certain parties have expressed concerns about the possible adverse effects on human health from exposure to Molds. Due to various reasons, including the varying sensitivities of different individuals to various types of Molds and other contaminants, as of the date of this Declaration there currently exist no state or federal standards regarding acceptable levels of exposure to Molds. EACH OWNER ACKNOWLEDGES THAT DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PAST, CURRENT OR FUTURE PRESENCE OR ABSENCE OF MOLDS IN OR IN THE VICINITY OF ITS LOT/UNIT, ANY COMMON ELEMENT WALL(S) LOCATED WITHIN ITS LOT/UNIT, OR IN ANY OTHER PORTION OF THE COMMUNITY. The provisions of this paragraph will be binding upon the Owners to the fullest extent permitted by applicable law, as may be in effect from time to time.
- (e) *Inspection by Others, Waiver of Post Inspection Liability.* It is hereby expressly understood and agreed by Declarant and by any Owner acquiring a Lot/Unit that Declarant relies upon governmental inspectors and other qualified subcontractors and tradesman to inspect the construction of the Unit and the Common Elements in order to verify compliance with construction plans and with any and all building code requirements applicable to residential construction. Declarant and each Owner further expressly understand and agree that, with respect to the Units and the Common Elements, upon compliance with the inspections required by the local building department and the issuance of a certificate of occupancy by the responsible government agency, Declarant will be deemed to have used its best efforts to construct such Units and Common Elements in substantial compliance with the construction plans and all applicable building code requirements. EXCEPT AS OTHERWISE MAY BE PROVIDED IN A PURCHASE AND SALE OR OTHER AGREEMENT BETWEEN DECLARANT AND AN OWNER, EACH OWNER, BY ACQUIRING AN OWNERSHIP INTEREST, HEREBY KNOWINGLY AND WILLINGLY WAIVES AS AGAINST DECLARANT AND ITS AFFILIATES ANY AND ALL DEMANDS, CLAIMS, ACTIONS AND CAUSES OF ACTION, AND ALL LIABILITY, LOSSES, DAMAGES, COSTS OR EXPENSES THAT HAVE BEEN OR MAY BE INCURRED IN ASSOCIATION THEREWITH, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXEMPLARY DAMAGES, WHICH ARISE FROM OR ARE RELATED TO ANY NONCOMPLIANCE OF THE LOTS/UNITS OR THE COMMON ELEMENTS WITH CONSTRUCTION PLANS OR BUILDING CODE REQUIREMENTS, WHICH NONCOMPLIANCE IS NEITHER SUBSTANTIAL NOR MATERIAL IN NATURE AND WHICH NONCOMPLIANCE IS DISCOVERED AFTER THE ISSUANCE OF A

CERTIFICATE OF OCCUPANCY FOR, RESPECTIVELY, SUCH UNITS OR COMMON ELEMENTS; AND ANY SUCH NONCOMPLIANCE WILL BE DEEMED UNINTENTIONAL WITH RESPECT TO DECLARANT. TO THE EXTENT THAT ANY SUBSTANTIAL OR MATERIAL NONCOMPLIANCE WITH APPLICABLE BUILDING CODES OR WITH THE CONSTRUCTION PLANS IS DISCOVERED WITH REGARD TO ANY UNIT OR THE COMMON ELEMENTS, THE PROVISIONS OF THIS ARTICLE 12 WILL GOVERN SUCH MATTER. THE PROVISIONS OF THIS SECTION 12.1(e) WILL BE BINDING UPON THE OWNERS AND THE ASSOCIATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FROM TIME TO TIME.

12.2 Testing for Construction Defects.

- (a) The Association will not undertake or authorize any testing, including, without limitation, investigative testing, destructive testing or invasive testing of any kind for defects in construction of any Unit, Lot or Common Element without first determining, based upon the presence of some readily observable evidence or condition, that a defect may exist. In making such a determination the Board of Directors will rely on the opinions and/or the conclusions of a qualified expert (e.g., a structural engineer); even in the event such evidence or conditions exist, the Association will not be obligated to authorize or undertake such testing.
- (b) In determining whether to authorize such testing, the Board of Directors will be governed by the following considerations:
 - a. Whether the Association's position is strong enough to justify taking any other or further action;
 - b. Whether, although a technical violation may exist or may have occurred, it is of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; and
 - c. Whether it is in the Association's best interests, based upon hardship, expense, inconvenience or other reasonable criteria to pursue the matter further.
- (c) Notwithstanding the foregoing, under no circumstance will the Association authorize such testing as is contemplated under Section 12.2(a) unless the nature of the suspected defect is such that:
 - a. It poses a significant risk to life, health, safety or personal property; and
 - b. It threatens or affects the structural integrity, functionality or performance of the Property (or a portion thereof) for its intended use.
- (d) In the event that the Board of Directors undertakes or authorizes testing for construction defects, then prior to any testing taking place, Declarant and others responsible for the construction will be entitled to notice of the alleged defect, access to the area of the alleged defect and an opportunity to inspect the area and repair any defect that is found to exist. Declarant and others responsible for construction will also be entitled to be present during any testing and may record (via videotape, audio tape, still photographs, or any other recording method) all testing conducted and all alleged defects found.

- (e) In the event that testing discloses any defects, Declarant and others responsible for construction will be given a reasonable amount of time, based on the nature and extend of the defect, to repair or correct the condition. If Declarant or others responsible for construction fail to repair or correct the condition, the Board of Directors will have the right, but not the obligation, to proceed with a "Claim" pursuant to this Article. In determining whether to proceed with such a Claim, the Board will be governed by the same standards as set forth in Section 12.7 below.

12.3 Consensus for Association Litigation. Except as provided in this Section 12.3, the Association will not commence a judicial or administrative proceeding, including, without limitation, any proceeding required under Section 12.6 below, without (a) the approval of the Owners to which at least 67% of the votes in the Association are allocated; and (b) the affirmative vote of Declarant so long as Declarant owns any Lot/Unit. This Section 12.3 will not apply, however, to: (i) actions brought by the Association to enforce the terms of this Declaration, the Bylaws, the Rules, the Design Guidelines or the Construction Guidelines (including, without limitation, the foreclosure of liens); (ii) the imposition and collection of Assessments; (iii) proceedings involving challenges on ad valorem taxation; or (iv) counterclaims brought by the Association in proceedings instituted against it. This Section 12.3 will not be amended unless such amendment is approved by at least 67% of the votes in the Association and pursuant to the same procedures, necessary to institute proceedings, as provided for herein.

Prior to the Association of any Owner's commencing any judicial or administrative proceeding which arises out of an alleged defect of any Common Element, Lot or Unit, Declarant and others responsible for the construction will have the right to be heard by the Owners and to access, inspect, correct the condition of, or redesign any portion of the Common Elements, Lots or Units, including any improvement as to which a defect is alleged. In addition, the Association or the Owner will notify the builder who constructed the subject improvement prior to retaining any other expert as an expert witness or for other litigation purposes.

12.4 Alternative Method for Resolving Disputes. In accordance with and in furtherance of Section 124 of the Act, Declarant; the Association, its officers, directors, and committee members; any Owner; all persons subject to this Declaration; and any person not otherwise subject to this Declaration who agrees to submit to this Section 12.4 (each such entity being referred to as a "Bound Party") agree to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances or disputes described in Section 12.5 of this Declaration (each, a "Claim"), to the procedures set forth in Section 12.6 of this Declaration.

12.5 Claims. Unless specifically exempted below, all Claims arising out of or related to the interpretation, application or enforcement of this Declaration, or the rights, obligations and duties of any Bound Party under this Declaration or relating to the design or construction of the Units, the Common Elements or the Lots (including, without limitation any soils related issues) will be subject to the provisions of Section 12.6 of this Declaration.

Notwithstanding the above, unless all parties thereto otherwise agree, the following will not be Claims and will not be subject to the provisions of Section 12.6 of this Declaration:

- (a) Any suit by the Association against any Bound Party to enforce the provisions of Article 10 (Assessments);
- (b) Any suit by the Association or Declarant to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to act under and enforce the provisions of Article 3 (General Provisions and Restrictions Applicable to the Community); and
- (c) Any suit between or among Owners, to the extent such suit asserts a Claim which would constitute a cause of action independent of this Declaration.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 12.6.

12.6 Mandatory Procedures.

- (a) *Notice.* Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (Claimant and Respondent are hereinafter referred to individually, as a "Party", or collectively as the "Parties") will notify each Respondent in writing (the "Notice"), stating plainly and concisely (i) the nature of the Claim including the persons involved and Respondent's role in the Claim; (ii) the legal basis of the Claim (i.e. the specific authority out of which the Claim arises); (iii) the proposed remedy; and (iv) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.
- (b) *Negotiation and Mediation.*
 - a. The Parties will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board of Directors may appoint a representative to assist the Parties in negotiation.
 - b. If the Parties do not resolve the Claim within 30 days after the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant will have 30 additional days to submit the Claim to mediation under the auspices of an independent mediation service designated by the Parties, or if the Parties cannot agree then as designated jointly by each of the Parties' desired mediation service, and providing dispute resolution services in the Garfield County, Colorado area.
 - c. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant will be deemed to have waived the Claim and Respondent will be released and discharged from any and all liability to Claimant on account of such Claim, *provided, however*, that nothing herein will release or discharge the Respondent from any liability to any person other than Claimant.

- d. Any settlement of the Claim through mediation will be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator will issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice will set forth that the Parties are at an impasse and the date that the mediation was terminated.
- e. Within five business days of the Termination of Mediation, Claimant will make a final written settlement demand ("Settlement Demand") to Respondent, and Respondent will make a final written settlement offer ("Settlement Offer") to Claimant. If Claimant fails to make a Settlement Demand, Claimant's original Notice will constitute the Settlement Demand. If Respondent fails to make a Settlement Offer, Respondent will be deemed to have made a "zero" or "take nothing" Settlement Offer.

(c) *Final and Binding Arbitration.*

- a. If the Parties do not agree in writing to a settlement of the Claim within 15 days of the Termination of Mediation, Claimant will have 15 additional days to submit the Claim to arbitration. If not timely submitted to arbitration or if Claimant fails to appear for the arbitration proceeding, the Claim will be deemed abandoned, and Respondent will be released and discharged from any and all liability to Claimant arising out of such Claim; *provided, however*, that nothing herein will release or discharge Respondent from any liability to persons other than Claimant.
- b. This Section 12.6(c) is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of Colorado. The arbitration award (the "Award") will be final and binding with no right to appeal, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

(d) *Allocation of Costs of Resolving Claims.*

- a. Except as provided for below, each Party, including, without limitation, any Owner and the Association, will share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the arbitration proceeding ("Post Mediation Costs"). Under no circumstances will either Party be entitled to recover its attorneys' fees from the other party (except as specifically provided under Section 123 of the Act). BY ACQUIRING AN OWNERSHIP INTEREST AND AS A MEMBER OF THE ASSOCIATION, EACH OWNER ACKNOWLEDGES AND AGREES THAT SUCH OWNER AND THE ASSOCIATION HAVE WAIVED AND WILL BE DEEMED TO HAVE WAIVED THE RIGHT TO ANY AWARD OF ATTORNEYS' FEES (EXCEPT AS SPECIFICALLY PROVIDED UNDER SECTION 123 OF THE ACT) IN CONNECTION WITH THE ARBITRATION OF A DISPUTE UNDER THIS SECTION 12.6(d).

- b. Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand will cause Claimant's Post Mediation Costs to be added to the Award, such costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than any Respondent's Settlement Offer will award to such Respondent its Post Mediation Costs. With respect to any Award which is less favorable to Claimant than Claimant's Settlement Demand yet more favorable to the Claimant than Respondent's Settlement Offer, each Party will bear its own Post Mediation Costs.
- (e) *Limitation on Damages.* No Party, including, without limitation, any Owner and the Association, will be entitled to receive any award of damages in connection with the arbitration of a Claim other than such Party's actual damages, and Declarant, the Association and any Owner will be deemed to have waived the right to receive any damages in a dispute other than actual damages, including, without limitation, attorneys' fees (except as specifically provided under Section 123 of the Act), special damages, consequential damages, and punitive or exemplary damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FROM TIME TO TIME, BY ACQUIRING AN OWNERSHIP INTEREST AND AS A MEMBER OF THE ASSOCIATION, EACH OWNER KNOWINGLY AND WILLINGLY ACKNOWLEDGES AND AGREES THAT SUCH OWNER AND THE ASSOCIATION HAVE WAIVED AND WILL BE DEEMED TO HAVE WAIVED, IN CONNECTION WITH THE ARBITRATION OF ANY DISPUTE UNDER SECTION 12.6(c), THE RIGHT TO ANY AWARD OF CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR OTHER NON-COMPENSATORY DAMAGES OR SIMILAR DAMAGES, INCLUDING ALL DAMAGES FOR EMOTIONAL DISTRESS, WHETHER FORESEEABLE OR UNFORESEEABLE AND REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON (BUT NOT LIMITED TO) CLAIMS ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT, VIOLATION OF BUILDING CODE (LOCAL, STATE OR FEDERAL), CONSTRUCTION DEFECTS (INCLUDING SOILS RELATED ISSUES), MISREPRESENTATION OR NEGLIGENCE OR OTHERWISE.
- (f) *Multiple Party Claims.* Multiple Party Claims not consolidated or administered as a class action pursuant to the following sentence will be subject to, and will be arbitrated individually. Only with the written request of all Parties involved, but not otherwise, the arbitrator may: (i) consolidate in a single arbitration proceeding any multiple Party Claims that are substantially identical; and (ii) arbitrate multiple Claims as a class action in accordance with the rules and procedures adopted by Construction Arbitration Services, Inc.
- (g) *Enforcement of Resolution.* If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Section 12.6(b) above and any Party thereafter fails to abide by the terms of such agreement, or if any Party fails to comply with an Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in this Section 12.6. In such event, the Party taking action to enforce (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs to the extent specifically provided under Section 123 of the Act.

12.7 Legal Proceedings. Subject to the provisions of Sections 12.2 through 12.6 of this Declaration, the Association will have the right, but not the obligation, to institute legal proceedings to enforce all rights under this Declaration, the Bylaws, the Rules, Design Guidelines and Construction Rules. The decisions to institute legal proceedings by seeking the approval of the Owners to which at least 67% of the votes in the Association are allocated, pursuant Exhibit B of this Declaration, will be in the sole discretion of the Board of Directors and will be governed by the considerations detailed in Section 12.3, if applicable. Failure to commence such legal proceedings will not constitute a waiver of any such rights. ANY LIMITATIONS ON DAMAGES AND ALL WAIVERS OF LIABILITY AND RIGHTS TO AWARDS OF DAMAGES SET FORTH IN ANY SECTION OF THIS DECLARATION WITH RESPECT TO OWNERS, INCLUDING, WITHOUT LIMITATION, SECTIONS 12.6(c), 12.6(e) AND 12.6(f), WILL APPLY WITH EQUAL FORCE AND EFFECT WITH RESPECT TO THE ASSOCIATION IN ANY LEGAL PROCEEDINGS INSTITUTED BY THE ASSOCIATION UNDER THIS SECTION 12.7. THE PROVISIONS OF SECTIONS 12.2 THROUGH 12.7 WILL BE BINDING UPON THE OWNERS AND THE ASSOCIATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FROM TIME TO TIME.

12.8. Enforcement of Declaration, Bylaws and Rules.

- (a) *Sanctions and Self-Help.* Except as otherwise provided in this Declaration, after notice and an opportunity to be heard as provided in the Bylaws, the Rules or the CCIOA Policies, the Association, acting through the Board of Directors or any authorized agent may: (i) impose sanctions (including, without limitation, reasonable monetary fines and suspension of the Owner's right to vote in Association matters) for violations of the Governing Documents (H) exercise self-help to cure any violations of the Governing Documents that an Owner or permittee fails or refuses to cure; and (iii) suspend any services it provides to any Owner who is more than 15 days delinquent in paying any Assessment or other charge due to the Association. All of the remedies set forth in the Governing Documents will be cumulative of each other and any other remedies available at law or in equity. If the Association prevails in any action to enforce the provisions of the Governing Documents, it will be entitled to recover all costs, including, without limitation attorneys' fees and court costs to the extent specifically provided under Section 123 of the Act, reasonably incurred by it in such action.
- (b) *No Waiver.* In no event will the Association's failure to enforce any covenant, restriction or rule provided for in the Governing Documents constitute a waiver of the Association's right to later enforce such provision or any other covenant of the Association's right to later enforce such provision or any other covenant, restriction or rule.

12.9 Procedures for Addressing Disputes arising Between the Association and Owners. The provisions of this Article 12 contain the Association's responsible governance policy regarding the procedures for addressing disputes arising between the Association and Owners as required under Section 209.5(1)(VIII) of the Act.

ARTICLE 13

General Provisions

13.1 Duration of Declaration. The term of this Declaration shall be perpetual.

13.2 Termination of Community. The Community may be terminated only by the agreement of (i) Owners holding at least eighty percent (80%) of the votes in the Association, and (ii) the holders of all first mortgages on Lots/Units. In the event of such termination, the provisions of Section 38-33.3-218 of the Act shall apply.

13.3 Amendment of Declaration and Plat. This Declaration and the Plat may be amended pursuant to Section 38-33.3-217 of the Act. Under the Act, the Declaration (including the Plat) may be amended by the Declarant in certain defined circumstances, including without limitation when Declarant is exercising reserved rights under Article 4 hereof, and for purposes of correcting clerical, typographical or technical errors. The Act also provides that the Declaration may be amended by the Association in certain defined circumstances. Otherwise, and subject always to any provisions of this Declaration requiring the consent of Declarant to certain actions, this Declaration (including the Plat) may be amended only by the vote or agreement of Owners holding at least sixty-seven percent (67%) of the votes in the Association. Furthermore, Section 38-33.3-217(4) of the Act provides that except to the extent expressly permitted or required by other provisions of the Act (e.g., permitted Declarant and Association amendments), no amendment may (i) increase the number of Lots/Units, or (ii) change the boundaries of any Lot/Unit or the Allocated Interests of a Lot/Unit in the absence of a vote or agreement of Owners holding at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Lots/Units not owned by Declarant. No consent of any mortgage or trust deed holder shall be required to accomplish any such amendments.

An amendment to this Declaration shall be in the form of a "First (or Second, etc.) Amendment to Declaration and Plat" and shall be duly executed by the President and Secretary of the Association and recorded in the Office of the Clerk and Recorder of Garfield County. All amendments to this Declaration shall be indexed in the Grantee's index in the names of the Community and the Association, and in the Grantor's index in the name of each Person executing the amendment.

13.4 Compliance; Enforcement. Every Owner and Occupant of a Lot/Unit in the Community shall fully and faithfully observe, abide by, comply with and perform all of the covenants, conditions and restrictions set forth in this Declaration, the Articles, Bylaws and Rules and Regulations, and all approvals granted by the Board of Directors, as the same or any of them may be amended from time to time. In addition to any other rights or remedies that may be provided to any Person under the terms and provisions of this Declaration, the Association through its Board of Directors, and every Owner (except an Owner that is delinquent in the payment of Assessments hereunder), shall have the right, acting alone or together with others having such right, to enforce, by any proceeding at law or in equity, any or all of the covenants, conditions, restrictions, assessments, charges, liens, servitudes, easements and other provisions now or hereafter imposed by this Declaration, the Articles, Bylaws, Rules and Regulations, and approvals granted by the

Board of Directors. Such enforcement rights shall include without limitation the right to bring an injunctive action for any form of injunctive relief available under Colorado law (including specific performance), or an action for damages, or both. Injunctive relief may include, without limitation, orders to stop work, orders to remove improvements constructed in violation hereof, orders to compel performance, and any other orders appropriate under the circumstances. The Board of Directors shall have the further right (a) to levy and collect reasonable fines for the violation of any of the foregoing matters, (b) to levy and collect a Reimbursement Assessment against any Owner, and/or (c) to enter upon any Lot/Unit within the Community, after giving the Unit Owner or Occupant at least five (5) days written notice of the nature of the violation (unless an emergency exists, in which case without notice), without liability to the Owner or Occupant thereof, to enforce or cause compliance with such matters, at the cost and expense of the Owner or Occupant in violation.

In any action brought under this Section 13.4, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection therewith. Failure by any party entitled to do so to exercise in a particular instance any of the rights available to it under this Section 13.4 shall in no event be deemed a waiver of the right to do so in any other instance.

Provided always, that no Owner shall have the right to bring an enforcement action against another Owner or Occupant for a breach by that Owner or Occupant of any of such matters, or against the Association for a breach by the Association of any of such matters or for a failure by the Association to enforce compliance with such matters by others, until the aggrieved Owner has given the offending Owner or Occupant and the Association at least thirty (30) days prior written notice of the aggrieved Owner's complaint and the opportunity to resolve the problem during that thirty (30) day period.

And further provided, that notwithstanding any law to the contrary, no action shall be commenced or maintained to enforce the terms of any building restriction contained in the provisions of this Declaration, the Bylaws, the Articles of Incorporation, or the Rules and Regulations, or to compel the removal of any Building or improvement because of the violation of the terms of any such building restriction, unless the action is commenced within one year from the date from which the Person commencing the action knew or in the exercise of reasonable diligence should have known of the violation for which the action is sought to be brought or maintained.

13.5 Notice. Each Owner, and each first mortgagee if it so elects, shall register its mailing address and email address from time to time with the Association. Except as otherwise specifically provided in this Declaration, any notice permitted or required to be given hereunder shall be in writing and may be delivered either personally, by facsimile transmission, by mail or by email. Notices delivered personally or sent by facsimile transmission shall be deemed given on the date so delivered or sent. If delivery is made by mail, it shall be deemed to have been delivered two (2) business days after a copy of the same has been posted in the first-class U.S. Mail with adequate postage affixed, addressed to the receiving party at the address last registered by such party with the Association, or in the case of an Owner that has not provided such an address, to the Unit of that Owner. Notices to the Association shall be sent to such address as it may from time to time designate in writing to each Owner.

13.6 No Dedication to Public Use. Nothing contained in this Declaration shall be deemed to be or to constitute a dedication of all or any part of the Community to the public or to any public use.

13.7 Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a common and general plan for the development, improvement, enhancement, protection and enjoyment of the Community, and to the extent possible, shall be construed so as to be consistent with the Act. In the event that any of the terms and conditions of this Declaration are determined to be inconsistent with the Act, the Act shall control.

13.8 Conflicts between Documents.

- (a) In the event of any conflict or inconsistency between the provisions of this Declaration and the Plat, the provisions of the Plat shall govern and control and the Declaration shall automatically be amended, but only to the extent necessary to conform the conflicting provisions hereof with the provisions of the Plat.
- (b) In the event of any conflict or inconsistency between this Declaration and the Articles and Bylaws of the Association, this Declaration shall control. In the event of any conflict or inconsistency between the Articles and the Bylaws of the Association, the Articles shall control.

13.9 Declarant's Disclaimer of Representations and Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Community or any portion thereof or any improvements thereon, its or their physical condition, zoning, utilities, or in connection with the subdivision, sale, improvement, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing herein, in any purchase and sale agreement executed by Declarant, or in any closing document related thereto.

13.10. Captions. Captions given to various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof and shall not be considered in interpreting any of the provisions hereof.

13.11. Singular Includes Plural. Unless the context requires a contrary construction, as employed in this Declaration the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

13.12 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

13.13 Governing Law; Jurisdiction. The laws of the State of Colorado shall govern the interpretation, validity, performance, and enforcement of this Declaration. Any legal action brought in connection with this Declaration shall be commenced in the District Court for

Garfield County, Colorado, and by acceptance of a deed to a Unit each Unit Owner voluntarily submits to the jurisdiction of such court.

13.14 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof. Where any provision of this Declaration is alleged to be or declared by a court of competent jurisdiction to be unconscionable, Successor Declarant shall have the right by amendment to this Declaration to replace such provision with a new provision, as similar thereto as practicable but which in Declarant's reasonable opinion would be considered not to be unconscionable.

13.15 Association as Attorney-in-Fact. Except as otherwise provided herein, this Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Property and the Project in the event of its destruction, damage, obsolescence, or condemnation, including the repair, replacement and improvement of any Lots/Units, Common Elements or other portions thereof which may have been destroyed, damaged, condemned, or become obsolete. Title to any Lot/Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the declarant or from any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Association as their true and lawful attorney in their name, place and stead, for the purpose of dealing with the Community and Property upon its damage, destruction, obsolescence, or condemnation as is hereinafter provided. As attorney-in-fact, the Association, by its president and secretary or its other duly authorized officers and agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which is necessary and appropriate to exercise the powers herein granted.

IN WITNESS WHEREOF, Declarant has executed this Amended and Restated Declaration for 619 Overlin Drive the day and year first above written.

DECLARANT

By: _____

Print Name: _____

Its: _____

[illegible]

Acknowledged, subscribed and sworn to me before me this ____ day of _____, 2023 by _____ as _____ of _____, LLC, a Colorado limited liability company, Declarant.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

BYLAWS
OF
619 OVERLIN DRIVE HOMEOWNERS ASSOCIATION,
a Colorado nonprofit corporation

Adopted _____

**BYLAWS
OF
619 OVERLIN DRIVE HOMEOWNERS ASSOCIATION**

The name of the corporation shall be the 619 OVERLIN DRIVE Homeowners Association, a Colorado nonprofit corporation (the “**Association**”).

ARTICLE 1. PURPOSES, ASSENT OF OWNERS, AND DEFINITIONS

Section 1.1 Purposes. The Association is formed pursuant to the Colorado Revised Nonprofit Corporation Act, Colo. Rev. Stat. § 7-121-101 et seq. (the “**Nonprofit Act**”) and the Colorado Common Interest Ownership Act, Colo. Rev. Stat. § 38-33.3-101 et seq. (the “**Act**”), as each may be amended from time to time. The primary purposes for which the Association is formed are (a) to provide for the operation, administration, use, and maintenance of certain common areas and other property more fully described in the Declaration for 619 OVERLIN DRIVE Homeowners Association, recorded in the office of the Clerk and Recorder of Garfield County, Colorado, as amended or supplemented from time to time (the “**Declaration**”); (b) to preserve, protect, and enhance the values and amenities of such property; and (c) to promote the health, safety, and welfare of members of the Association.

Section 1.2 Assent. All present or future Owners, Occupants, or any other Persons using the facilities of the Project in any manner are subject to these Bylaws and any Rules and Regulations adopted by the Board of Directors pursuant to these Bylaws. Acquisition or rental of any Unit in the Project, or the mere act of occupancy of any Unit shall constitute an acceptance and ratification of these Bylaws and an agreement to comply with said Rules and Regulations.

Section 1.3 Definitions. Unless otherwise specified, capitalized terms used in these Bylaws shall have the same meanings in these Bylaws as such terms have in the Declaration.

ARTICLE 2. MEMBERSHIP

Section 2.1 Membership. Ownership of a Unit is required in order to qualify for membership in the Association.

Section 2.2 Responsibilities of Owners. Each membership is appurtenant to the fee simple title to a Unit. Any Person, including Declarant, upon becoming an Owner, shall automatically become a member of the Association and be subject to these Bylaws. Membership shall terminate without any formal Association action whenever such Person ceases to own a Unit, but such termination shall not relieve or release any former Owner from any liability or obligation incurred under these Bylaws, or in any way connected with the Association arising during the period of such ownership, and shall not impair any rights or remedies which the Board of Directors or others may have against such former Owner arising out of ownership of the Unit and membership in the Association and the covenants and obligations incident thereto.

Following a termination of the Project, the Association will consist of all Owners entitled to share in the distribution of proceeds of a sale of the Project pursuant to the Act.

Section 2.3 Membership Certificates. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue membership cards to Owners. Such membership card shall be surrendered to the secretary of the Association whenever ownership of the Unit designated on the card is transferred and membership terminates.

Section 2.4 Voting Rights. Each Owner and Declarant shall be entitled to vote with respect to any Unit owned by it. There is one (1) vote per Unit. Cumulative voting shall not be allowed in the election of the Board of Directors or for any other purpose. The Association shall not have a vote with respect to any Unit which may be owned by it. Percentages of Owners or of votes stated in the Governing Documents shall be deemed to mean the stated percentage of the number of total votes required to be cast in order to satisfy quorum requirements or, if expressly required, the Total Voting Power.

Section 2.5 Designated Person and Registered Address. If title to a Unit is held by more than one individual, by a firm, corporation, partnership, association or other legal entity or any combination thereof, such individuals, entity, or entities shall, by written instrument executed by all such parties and delivered to the Association, appoint and authorize one (1) person to represent the Owner(s) of the Unit (the “**Designated Representative**”). Such representative shall be a natural person who is an Owner, or a designated board member or officer of a corporate Owner, or a general partner of a partnership Owner, or a comparable representative of any other entity, and such representative shall have the authority to make decisions and take actions relating to the Unit and to membership in the Association including, without limitation, the power to cast votes on behalf of the Owners as a member of the Association and serve on the Board of Directors if elected. The Designated Representative shall be the person to whom all notices and deliveries under the Governing Documents are addressed. There shall be a single registered mailing address associated with each Unit. The Owner, or the Designated Representative of the Owners of a Unit, shall furnish such registered address to the Association within ten days after transfer of title to the Unit to such Owner or Owners. Such registration shall be in written form and signed by the individual Owner or the Designated Representative, as applicable. If no address is registered, then any notice shall be deemed duly given if delivered to the Unit.

ARTICLE 3. MEETINGS OF OWNERS

Section 3.1 Place of Meeting. Meetings of the Owners shall be held at such place, within or without the State of Colorado, as the Board of Directors may determine. All or some of the Owners may participate in a meeting by means of a conference telephone, electronic conferencing or similar communications equipment by which all Persons participating in the meeting can hear each other or read the words of each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 3.2 Annual Meeting. Regular meetings of Owners shall be held annually. The first annual meeting of the Owners shall be held within one (1) year after the date of the

adoption of these Bylaws. Thereafter, the annual meetings shall each be held on a date and at a time selected by the Board of Directors each year. The purpose of the annual meetings is to (i) propose and/or review the Budget; (ii) after the Period of Declarant Control, to elect the members of the Board of Directors; and (iii) to transact such other Association business as may properly come before the Owners at the meeting.

Section 3.3 Special Meetings. Calls for special meetings of the Owners may be made (i) by the president of the Association, (ii) by a majority of the Board of Directors, or (iii) by written instrument signed by Owners representing twenty percent (20%) of the Total Voting Power.

Section 3.4 Notice of Meetings. Written notice of each meeting shall be delivered to the registered address of each Owner entitled to be represented by a vote not fewer than ten (10) nor more than fifty (50) days before the date of the meeting, by or at the direction of the president, or the secretary, or the Persons calling the meeting as provided under these Bylaws. Such notice shall state (i) basic meeting information such as the place, day, and hour of the meeting and (ii) the items on the agenda for the meeting, including the general nature of any proposed amendment to the Declaration or these Bylaws, any proposal to remove an officer or member of the Board of Directors, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. No action shall be adopted at a meeting except as stated in the notice.

Attendance at any meeting by a member shall constitute a waiver of notice by that member, except where a member attends the meeting for the expressed purpose of objecting that the meeting was not lawfully called or convened. If electronic means are available, the Association shall provide notice of all regular and special meetings of Owners by electronic mail to all Owners who so request and who furnish the Association with their electronic mail addresses, as soon as possible but in all cases, at least twenty four (24) hours before such meetings. In addition to the requirements contained hereinabove and in addition to any electronic posting or electronic mail notices, the notice of any meeting shall be physically posted in a conspicuous place at the Project, to the extent that such posting is feasible and practicable.

Section 3.5 Meeting to Approve Annual Budget. The Budget shall be adopted annually in accordance with the Declaration and the applicable provisions of the Act.

Section 3.6 Adjourned Meetings. If any meeting of the Owners cannot be organized because a quorum, as defined below, is not present, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is obtained.

Section 3.7 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by an Owner. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates eleven months after its date, unless it provides otherwise. A form of proxy may be distributed to each Owner to afford the Owner(s) of such Unit the opportunity to cast the vote allocated to such Unit in absentia at a meeting of Owners of the Association, provided that it meets the requirements for a written ballot set forth in Section 3.12 below and includes the name or names

of the person(s) to whom the proxy is given and who expect to be in attendance in person at the meeting for the purpose of casting the vote to reflect the absent Owners' vote.

Section 3.8 Multiple Owners

-Proxy. If title to a Unit is held by more than one Person, and if only one of such multiple Owners of a Unit is present at a meeting of the Association, such Owner is entitled to cast the vote allocated to that Unit. If more than one of the multiple Owners of a Unit are present, in person or by proxy, and there is no Designated Representative as required under Section 2.5, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Owners, which majority agreement may be assumed for all purposes if any one of the multiple Owners cast the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. If such protest is made, the vote allocated to the Unit may only be cast by written instrument executed by all Owners who are present at the meeting.

Section 3.9 Quorum. Except as otherwise provided in these Bylaws, the presence at the beginning of the meeting in person or by proxy of the Owners possessing sufficient votes to constitute twenty percent (20%) of the Total Voting Power shall constitute a quorum, and such Owners present in person or by proxy shall constitute the Owners entitled to vote upon any issue presented at a meeting at which a quorum is present.

Section 3.10 Voting. Except as otherwise required by the Declaration, the Act or by these Bylaws, the votes of Owners who are present either in person or by proxy at any duly convened meeting of the Association at which a quorum has been established and who cast a simple majority of the total votes eligible to be voted by such present or represented Owners shall decide any question under consideration, and shall constitute the act of and be binding upon the Association. Notwithstanding the foregoing, the following matters require approval or rejection by a percentage of the Total Voting Power, rather than by those present at a meeting where quorum requirements have been satisfied, as further specified in the Governing Documents: (a) the Budget, (b) certain amendments of the Governing Documents, (c) termination of the condominium regime, (d) conveyance or encumbrance of Common Elements, (e) extension of the term of the Declaration, excepting any automatic extensions thereof, (f) removal of any member of the Board of Directors or (g) the determination not to repair or replace any portion of the Project for which insurance coverage is required under the Declaration. At the discretion of the Board of Directors or upon the request of twenty percent (20%) of the Owners who are present at the meeting or represented by proxy, if a quorum has been achieved, a vote upon any matter for which Owners are entitled to vote shall be by secret ballot. In such event, ballots shall be counted by a neutral third party or by a committee of volunteers, who shall be Owners selected or appointed at an open meeting by the person presiding over the Board of Directors for that portion of the meeting but shall not be a member of the Board of Directors and, in the case of a contested election for a Board position, shall not be a candidate. The results of a vote taken by secret ballot shall be reported without reference to names, addresses or other identifying information of Owners participating in such vote.

Section 3.11 Waiver of Meeting and Consent to Action. Whenever the vote of Owners at a meeting of the Association is required or permitted by any provision of these Bylaws to be taken in connection with any action of the Association (including, without limitation, an annual

meeting or a vote on ratification of the Budget) the meeting and vote of Owners may be dispensed with and the action in question may be approved if (a) notice of the proposed action is given to all Owners eligible to vote, and (b) a sufficient number of Owners eligible to vote concerning such matter consent in writing to dispense with the meeting and consent in writing to the action in question. A sufficient number is at least the number required to satisfy the voting power that would be necessary to approve the action at a meeting.

Section 3.12 Action by Written Ballot. Any action that may be taken at any annual or special meeting of Owners (including, without limitation, an annual meeting or ratification of the Budget) may be taken without a meeting and through voting by written (including electronic) correspondence, if the following requirements are met:

(a) a written ballot is distributed to every Owner entitled to vote on the matter, setting forth each proposed action and providing an opportunity to vote for or against each proposed action;

(b) the solicitation for votes by written ballot (i) indicates the number of responses needed to meet the quorum requirements for authorization or rejection of the proposed action (or, if the quorum provisions do not apply to the proposed action, as further set forth in Section 3.10 above, specifies the same); (ii) states the percentage of votes needed to authorize or reject each matter, other than election of the Board of Directors (or, if the proposed action is ratification of the Budget pursuant to Section 3.5 above, states that the Budget will be ratified unless rejected by a Majority of Owners; (iii) specifies the time by which a ballot must be received by the Association in order to be counted; and (iv) is accompanied by written information (including, if applicable, a summary of any proposed Budget) sufficient to permit each Person casting such ballot to reach an informed decision on the matter; and

(c) the number of votes cast by written ballot in favor or against the proposed action equals or exceeds the number of votes in favor or against that would be required to authorize or reject the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot.

A written ballot delivered to the Association pursuant to this Section 3.12, may not be revoked. Action taken under this Section 3.12 has the same effect as action taken at a meeting of Owners and may be described as such in any document.

Section 3.13 Meetings of Owners. All Meetings of Owners and Designated Representatives shall be open to every Owner and Designated Representative and all Owners and Designated Representatives shall be permitted to attend, listen and speak at an appropriate time as determined by the Board of Directors before the Board of Directors votes on an issue under discussion.

ARTICLE 4. BOARD OF DIRECTORS

Section 4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors, initially composed of three (3) natural person(s). At the first

meeting of the Association after the Period of Declarant Control, at least three (3), and in any event an odd number of Owners, shall be elected to the Board of Directors by the Owners.

Section 4.2 Required Election of Owners. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created by Declarant to Owners other than Declarant, at least one (1) member and not fewer than twenty-five percent (25%) of the members of the Board of Directors shall be elected by Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created by Declarant to Owners other than Declarant, not fewer than thirty-three and one-third percent (33-1/3%) of the members of the Board of Directors must be elected by Owners other than Declarant. Not later than the termination of the Period of Declarant Control, the Owners shall elect all members of the Board of Directors, at least a majority of whom shall be Owners other than Declarant or Designated Representatives of Owners other than Declarant. The Board of Directors shall elect the officers. The members of the Board of Directors and officers shall take office upon election.

Section 4.3 Declarant Control of the Association. There shall be a Period of Declarant Control of the Association, during which Declarant, or Persons designated by Declarant, may appoint and remove the officers of the Association and members of the Board of Directors (subject to the requirements of Section 4.2 above). The Period of Declarant Control shall commence upon filing of the Articles of Incorporation and shall terminate as provided in the Declaration or in Section 4.2 above.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of the Period of Declarant Control. In that event, Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

The names and addresses of the Persons who are to initially act in the capacity of the members of the Board of Directors until their successors are duly elected and qualified are as set forth in the organizational consent minutes of the Association, a copy of which has been placed in the Association's minute book.

Section 4.4 Election and Term of Office. Until the first annual meeting after the Period of Declarant Control terminates, the terms of members of the Board of Directors not appointed by Declarant shall, unless otherwise required by a resolution of the Board at the time of each such member's election, continue until and expire on the date of the first meeting of the Owners following termination of the Period of Declarant Control. At the first meeting of the Association after the Period of Declarant Control, the terms of all existing members of the Board of Directors shall be deemed to have expired, and an election shall be held for all members of the Board of Directors. The terms of the members of this initial Board of Directors elected by the Owners shall be staggered so that one (1) or more members shall be elected to serve a one (1) year term, one or more members shall be elected to serve a two (2) year term, and one or more members shall be elected to serve a three (3) year term. At the expiration of the initial term of office for each respective member of the Board of Directors, his or her successor shall be elected

to serve a term of three (3) years. Notwithstanding any provision in this Section 4.4 to the contrary, members of the Board of Directors may be elected by written consent or ballot pursuant to the conditions set forth in Sections 3.11 or 3.12 above. Each member of the Board of Directors shall hold office until the election and qualification of his or her successor, unless such a member is removed or otherwise vacates in accordance with these Bylaws. At any meeting at which one or more members of the Board of Directors is to be elected, the Owners may, by resolution, adopt specific procedures which are not inconsistent with these Bylaws or the Nonprofit Act for conducting the elections.

Section 4.5 Removal of Members of the Board of Directors. A regular or special meeting of Owners may be called for the purpose of considering the removal of any member of the Board of Directors. The Board of Directors shall designate by resolution or motion the date and time of such regular or special meeting after such meeting is properly set or called in accordance with these Bylaws. Any one (1) or more of the members of the Board of Directors, other than a member appointed by Declarant, may be removed with or without cause by an affirmative vote of sixty-seven percent (67%) of the voting power of the Owners present in person or represented by proxy and eligible to vote. Any member of the Board of Directors whose removal has been proposed shall be given an opportunity to be heard at the meeting. Successors may then and there be elected by a majority of the remaining Board of Directors. If the entire Board of Directors is removed at once, an election by the Owners present in person or represented by proxy and eligible to vote to fill the vacancies thus created shall be immediately held at the same meeting.

Section 4.6 Vacancies.

(a) During Period of Declarant Control. During the Period of Declarant Control, if a member of the Board of Directors dies or resigns, Declarant shall appoint a new member of the Board of Directors.

(b) After the Period of Declarant Control. After the Period of Declarant Control, any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of all of the remaining Board of Directors (though the remaining members may be less than a quorum of the Board of Directors). The term of the member of the Board of Directors so elected shall be coincident with the term of the replaced member of the Board of Directors.

Section 4.7 Quorum of the Board of Directors. A majority of the number of members of the Board of Directors fixed from time to time by these Bylaws shall constitute a quorum for the transaction of business. Any act by a majority vote of the Board of Directors in attendance where a quorum is present shall be an act of the Board of Directors.

Section 4.8 Place and Notice of the Board of Directors Meetings. Any regular or special meetings of the Board of Directors may be held at such place within or without the State of Colorado and upon such notice as the Board of Directors may prescribe. Any special meeting of the Board of Directors shall be preceded by at least two days' notice of the date, time and place of the meeting. The Board of Directors shall hold a regular meeting at least once each year and shall, in addition, meet as often as they deem necessary or desirable to perform their duties

hereunder. Attendance of a member of the Board of Directors at any meeting shall constitute a waiver of notice of such meeting, except when a member of the Board of Directors attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board of Directors, any member of the Board of Directors may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all members of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

Section 4.9 Powers and Duties. The Board of Directors shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary, desirable, or appropriate for the administration of the affairs of the Association and for the operation and maintenance of the Project, including (but not limited to) the powers and duties stated in the Declaration.

Section 4.10 Managing Agent. The Board of Directors may employ for the Association a Managing Agent at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize; provided, however, that the Board of Directors in delegating such duties shall not be relieved of its responsibility under the Declaration. The Managing Agent shall maintain fidelity insurance coverage or a bond for the benefit of the Association in an amount of not less than fifty thousand dollars (\$50,000.00), or such higher amount as the Board of Directors may require. The Managing Agent shall maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the Managing Agent and shall maintain all reserve accounts for the Association separate from the operational accounts of the Association. The Managing Agent shall provide an annual accounting for Association funds and a financial statement, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting, to the Association. Any contract that the Board of Directors enters into with a Managing Agent shall provide that the contract is terminable for cause without penalty to the Association and shall be subject to renegotiation from time to time.

Section 4.11 Compensation of the Members of the Board of Directors. Except as provided in this Section 4.11., members of the Board of Directors shall not be paid any compensation for their services performed as members of the Board of Directors unless a resolution authorizing such remuneration shall have been adopted by the members of the Association.

Section 4.12 Board of Directors Meetings. All meetings of the Board of Directors, will be open to the Owners and Designated Representatives, and the Owners and Designated Representatives shall be permitted to attend, listen and speak at an appropriate time as determined by the Board of Directors before the Board votes on an issue under discussion. Owners or Designated Representatives who are not members of the Board of Directors may not participate in any deliberation or discussion unless expressly so authorized by a vote of a

majority of a quorum of the Board of Directors. Further, the Board of Directors may place reasonable time restrictions upon those persons speaking during the meeting. If requested, the Board of Directors shall allow a reasonable number of persons to speak on each side of an issue.

Section 4.13 Executive Sessions. Meetings of the Board of Directors may be held in executive session(s), without giving notice and without the requirement that they be open to Owners, in the following situations:

(a) matters pertaining to employees of the Association or involving the employment, promotion, discipline or dismissal of an officer, agent, or employee of the Association;

(b) consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

(c) investigative proceedings concerning possible or actual criminal misconduct;

(d) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

(e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; and

(f) review of or discussion relating to any written or oral communications from legal counsel.

Upon the final resolution of any matter for which the Board of Directors received legal advice or that concerned pending or contemplated litigation, the Board of Directors may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

Section 4.14 Conflict of Interest. If any contract, decision or other action taken by or on behalf of the Board of Directors would financially benefit any member of the Board of Directors or any person who is a parent, grandparent, spouse, child or sibling of a member of the Board of Directors or a parent or spouse of any of those persons, that member of the Board of Directors shall declare a conflict of interest for that issue. The member shall declare the conflict in an open meeting, prior to any discussion or action regarding such issue. After making such declaration, the member shall not vote on the issue with respect to which there is a conflict, but may appoint another Owner to participate in the discussion and to vote on the issue. Any contract that is entered into in violation of this paragraph shall be void and unenforceable. This paragraph shall not be construed to invalidate any provision of the Declaration, these Bylaws or any other document that more strictly defines conflicts of interest or contains further limits on the participation of members of the Board of Directors who may have conflicts of interest.

ARTICLE 5. OFFICERS AND THEIR DUTIES

Section 5.1 Enumeration of Officers. The officers of the Association shall be a president, vice president, secretary, and treasurer, and such other officers as the Board of Directors may from time to time by resolution create. The president must be a member of the Board of Directors.

Section 5.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors and thereafter at the first meeting of the Board of Directors following each annual meeting of the Owners.

Section 5.3 Term. The officers shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless such officer shall sooner die, resign, or shall be removed or otherwise disqualified to serve.

Section 5.4 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

Section 5.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.6 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 5.7 Multiple Offices. Any two (2) or more offices may be held by the same person.

Section 5.8 Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Owners and of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign on behalf of the Association all leases, mortgages, deeds, notes and other written instruments; and shall exercise and discharge such other duties as may be required of the president by the Board of Directors. In addition, the president shall have all of the general powers and duties that are incident to the office of president of a nonprofit corporation organized under the laws of the State of Colorado, including but not limited to, the power to appoint committees from among the Owners from time to time as the president may decide is appropriate to assist in the conduct of the affairs of the Association. The president may fulfill the role of treasurer in the absence of the treasurer. The president may cause to be prepared and may execute amendments, attested by the secretary, to the Declaration (in accordance with the

provisions of the Declaration) and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of the vice president by the Board of Directors.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Owners; keep the corporate stamp or seal of the Association, if any, and place it on all papers requiring said stamp or seal, if necessary; serve notice of meetings of the Board of Directors and of the Owners; keep appropriate current records showing the Owners and Designated Representatives together with their addresses; and shall perform such other duties as may be required of the secretary by the Board of Directors.

(d) Treasurer. The treasurer shall receive and may endorse on behalf of the Association, for collection only, all checks, notes, and other obligations and shall deposit the same and all monies in appropriate bank accounts of the Association. The treasurer shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; at the direction of the Board of Directors, cause an audit of the Association books to be made; and prepare the annual Budget and a statement of income and expenditures to be presented to the Owners at the regular annual meeting of Owners, and deliver a copy of each to the Owners. Except for reserve funds described below, the treasurer may have custody of and shall have the power to endorse for transfer, on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. Reserve funds of the Association shall be deposited in such segregated accounts or other investments, as the Board of Directors decides in accordance with the Rules and Regulations. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, by the Treasurer or another officer provided that the Board of Directors may adopt resolutions imposing limitations on the manner of withdrawal or requiring more than one signatory for certain types of withdrawals.

Section 5.9 Execution of Instruments. All agreements, contracts, deeds, leases, checks, notes and other instruments of the Association may be executed by any person or persons as may be designated by resolution of the Board of Directors, including the Managing Agent. Any officer may prepare, execute, certify and record duly adopted amendments to the Declaration on behalf of the Association. If appropriate, the Managing Agent or any officer of the Association may file an election under Section 528 of the Internal Revenue Code in any given year for the Association.

ARTICLE 6. INDEMNIFICATION OF MEMBERS OF THE BOARD OF DIRECTORS AND OFFICERS

Section 6.1 Actions Other than by or in the Right of the Association. The Association shall indemnify any Person who was or is a party, or is threatened to be made a party to any pending or completed action, suit or proceeding, whether civil, criminal, administrative or

investigative (other than an action by or in the right of the Association) by reason of the fact that such Person is or was a member of the Board of Directors or officer, who is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and costs) judgments, fines, amounts paid in settlement actually and reasonably incurred by such Person in connection with such action, suit or proceeding, if such Person acted in good faith and in a manner that he or she reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the Person did not act in good faith and in a manner such Person reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful; provided, however, no indemnification shall be made in respect of any claim, issue or matter as to which such Person has been adjudged to be liable on the basis such Person derived an improper personal benefit unless, and to the extent that, the court in which such action or suit was brought determines upon application that (despite the adjudication of liability), in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expenses.

Section 6.2 Actions by or in the Right of the Association. The Association shall indemnify any Person who was or is a party or who is threatened to be made a party to any pending or completed action or suit by or in the right of the Association to procure judgment in its favor by reason of the fact that such Person is or was a member of the Board of Directors or officer or is or was serving at the request of the Association in such capacity, against reasonable expenses incurred by such Person in connection with the defense or settlement of such action or suit if such Person acted in good faith and in a manner that he or she reasonably believed to be in the best interests of the Association; but no indemnification shall be made in respect of any claim, issue or matter as to which such Person has been adjudged to be liable for negligence, recklessness, or willful misconduct in the performance of his or her duty to the Association unless, and to the extent that, the court in which such action or suit was brought determines upon application that (despite the adjudication of liability), in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expenses.

Section 6.3 Successful on the Merits. To the extent that a member of the Board of Directors or officer of the Association has been wholly successful on the merits in defense of any action, suit or proceeding referred to in Section 6.1 or Section 6.2 of this Article 6, or in defense of any claim, issue or matter therein, such Person shall be indemnified against expenses (including expert witness fees, attorneys' fees and costs) actually and reasonably incurred by him or her in connection therewith.

Section 6.4 Determination Required. Any indemnification under Sections 6.1 or 6.2 of this Article 6 (unless ordered by a court) and as distinguished from Section 6.3 of this Article 6, shall be made by the Association only as authorized by the specific case upon a determination that indemnification of such Person is proper in the circumstances, because such Person has met the applicable standard of conduct set forth in Sections 6.1 or 6.2 above. Such determination shall be made by the Board of Directors by majority vote of those members of the Board of Directors who were not parties to such action, suit or proceeding or, if a majority of disinterested members of the Board of Directors so directs, by independent legal counsel or by members entitled to vote thereon. Such determination shall be reasonable, based on substantial evidence of record, and supported by a written opinion. The Board of Directors shall provide a copy of its written opinion to the Person seeking indemnification upon request.

Section 6.5 Payment in Advance of Final Disposition. The Association shall pay for or reimburse the reasonable expenses incurred by a former or current member of the Board of Directors or officer who is a party to a proceeding in advance of final disposition of the proceeding if: a) such Person furnishes to the Association a written affirmation, executed personally or on such Person's behalf, of his or her good faith belief that he or she has met the standard of conduct described in Sections 6.1 or 6.2 of this Article 6; b) such Person furnishes to the Association a written agreement, executed personally or on such Person's behalf, to repay the advance if it is ultimately determined that he or she did not meet the required standard of conduct; and c) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article. The undertaking required in this paragraph shall be an unlimited general obligation of the Board of Directors but need not be accepted by a particular Board member or officer or may be accepted without reference to financial ability to make repayment.

Section 6.6 No Limitation of Rights. The indemnification provided by this Article 6 shall not be deemed exclusive of nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the members or disinterested members of the Board of Directors, or otherwise, nor by any rights which are granted pursuant to the Act and the Nonprofit Act.

Section 6.7 Directors and Officers Insurance. As and to the extent provided in the Declaration, the Association shall purchase and maintain insurance on behalf of any Person who is or was a member of the Board of Directors or an officer of the Association against any liability asserted against him or her and incurred by such Person in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify such Person against such liability under provisions of this Article.

ARTICLE 7. BYLAWS

Section 7.1 Amendments. These Bylaws may be amended by (i) a vote of a majority of a quorum of the Board of Directors at a regular or special meeting of the Board of Directors, or (ii) at any regular meeting of the Owners or at any special meeting called for the purpose of amending the Bylaws, by the affirmative vote of a majority of a quorum of Owners present at the meeting in person or represented by proxy and eligible to vote. Any amendment shall be binding upon every Owner. Any provision of these Bylaws adopted at a regular or special meeting of the Owners may thereafter only be amended at a regular or special meeting of the Owners. Notwithstanding the above, neither the Board nor the Owners shall have any power to amend the Bylaws in such a manner as to materially change the effect of the express provisions of the Declaration unless any standard for an amendment of such provisions in the Declaration is satisfied. No amendment shall serve to shorten the term of any member of the Board of Directors, or conflict with the Nonprofit Act or the Act or delete any provision which must be contained in these Bylaws under the terms of the Nonprofit Act or the Act, or conflict with the Articles of Incorporation of the Association.

Section 7.2 Compliance with the Act. These Bylaws are intended to comply with the requirements of the Act and the Nonprofit Act. If any of these Bylaws conflict with the provisions of the Act or the Nonprofit Act, the provisions of the Act or the Nonprofit Act, as applicable, will govern the Association.

Section 7.3 Conflict between Documents. In the case of any conflict between or among the Governing Documents, the Declaration controls over the Articles of Incorporation, these Bylaws and the Rules and Regulations. The Articles of Incorporation control over these Bylaws and the Rules and Regulations. These Bylaws control over the Rules and Regulations.

ARTICLE 8. COMMITTEES

The Board of Directors may appoint such committees as deemed appropriate which, to the extent provided for in the resolution appointing the committee and allowed by law, shall have the powers of the Board of Directors in the management and affairs and business of the Association, as described in the Declaration.

ARTICLE 9. INFORMATION, BOOKS AND RECORDS

Section 9.1 Statement of Unpaid Assessments. The Association shall provide statements of unpaid assessments in accordance with Section 33-33.3-316 of the Act, as described in the Declaration. The treasurer, a Managing Agent employed by the Association or, in their absence, any officer having access to the books and records of the Association may prepare, certify, and execute such statements. The amount of any fee for preparing such statements of unpaid Assessments and the time of payment shall be set forth in the Rules and Regulations. Any such fee that is not paid when due may be assessed as a default Assessment against the Unit for which the certificate or statement is furnished.

Section 9.2 Owner Education. The Association or a Managing Agent employed by the Association shall provide to the Owners, at least one time per year, free of charge, education regarding the general operations of the Association as well as the rights and responsibilities of Owners, the Association and the Board of Directors under Colorado law.

Section 9.3 Disclosure of Basic Information. The Association or its Managing Agent shall provide to the Owners, at least one time per year, a written notice stating: (a) the name of the Association; (b) the name of the Project; (c) the initial date of recording for the Declaration and its reception number or book and page; (d) the name of the Association's Managing Agent, if any; and (e) a valid physical address and telephone number for both the Association and the Managing Agent.

Section 9.4 Turnover of Declarant Control - Deliveries from Declarant to Association. Within sixty (60) days after the Owners other than the Declarant elect a majority of the members of the Board of Directors, the Declarant shall deliver to the Association all property of the Owners and of the Association held by or controlled by the Declarant, including without limitation the following items (to the extent they are in Declarant's possession or control):

(a) the original or a certified copy of the recorded Declaration and Map and any amendments thereto, the Articles of Incorporation, the Bylaws, minute books, other books and records, and any Rules and Regulations which may have been promulgated;

(b) an accounting for Association funds and financial statements, commencing on the date the Association first received funds and ending on the date the Period of Declarant Control ends. The financial statements shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting and shall be audited by an independent certified public accountant and shall be accompanied by the accountant's letter, expressing either the opinion that the financial statements present fairly the financial position of the Association in conformity with generally accepted accounting principles or a disclaimer of the accountant's ability to attest to the fairness of the presentation of the financial information in conformity with generally accepted accounting principles and the reasons therefor. The expense of the audit shall not be paid for by or charged to the Association;

(c) the Association funds or control thereof;

(d) all of the Declarant's tangible personal property that has been represented by the Declarant to be the property of the Association or all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Elements, together with an inventory of such property (if any) and the Declarant shall convey all personal property itemized in the inventory to the Association by bill of sale;

(e) a copy, for the non-exclusive use of the Association, of any plans and specifications used in the construction or renovation of the Improvements;

(f) all insurance policies then in force, in which the Owners, the Association or its members of the Board of Directors and officers are named as insured Persons;

(g) copies of any certificates of occupancy that may have been issued with respect to the Improvements;

(h) any permits issued by governmental bodies applicable to the Project and which are currently in force or which were issued within one year prior to the date on which Owners other than the Declarant took control of the Association;

(i) any written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective;

(j) a roster of Owners and First Mortgagees and their addresses and telephone, if known, as shown on the Declarant's records;

(k) employment contracts in which the Association is a contracting party; and

(l) any service contract in which the Association is a contracting party or in which the Association or the Owners have any obligation to pay a fee to the Persons performing the numbers services,

Section 9.5 Disclosure of Financial Information To Owners by Association. Within ninety (90) days after the Association assumes control of the Board of Directors from the Declarant and within ninety (90) days following the end of each fiscal year thereafter, the Association or its Managing Agent shall make the following information available to the Owners

by: (1) a posting on an internet web page with accompanying notice of the web address via first class mail or electronic mail; (2) the maintenance of a literature table or binder at the Association's principal place of business; or (3) mail or personal delivery:

- (a) the date on which the fiscal year for the Association commences;
- (b) the Association's Budget for the current fiscal year;
- (c) a list, by Unit type, if applicable, of the Association's current Assessments, including both annual and special Assessments;
- (d) the Association's annual financial statements, which shall be prepared using generally accepted accounting principles or the cash or fax basis of accounting, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;
- (e) the results of any financial audit or review pursuant to Section 9.6 for the fiscal year immediately preceding the current annual disclosure;
- (f) a list of all Association insurance policies which states, with respect to each insurance company: names, policy limits, policy deductibles, additional named insureds and expiration dates of policies listed, including but not limited to, property, general liability, director and officer professional liability and fidelity policies;
- (g) the Association's Bylaws, Articles, and any Rules and Regulations adopted by the Board of Directors;
- (h) the minutes of the meetings of the Board of Directors and of the Owners for the fiscal year immediately preceding the current annual disclosure; and
- (i) the Association's responsible governance policies adopted pursuant to Section 38-33.3-209.5 of the Act.

Section 9.6 Audits. The cost of any audit or review shall be a Common Expense, except as provided in Section 9.4(b) regarding the audit provided as part of the turnover of Declarant Control of the Association. At the discretion of the Board of Directors or if required pursuant to the following paragraph, an audit by a certified public accountant utilizing generally accepted auditing standards, or a review using statements on standards for accounting and review services, shall be conducted by an independent and qualified Person selected by the Board of Directors. Such Person selected to conduct a review shall have at least a basic understanding of the principles of accounting pursuant to Section 38-33.3-303(4) of the Act. The audit or review report shall cover the Association's financial statements, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting.

An audit shall be required if the Association has annual revenues or expenditures of at least two hundred and fifty thousand dollars (\$250,000.00) and the audit is requested by Owners of at least one-third (1/3) of the Units represented by the Association. A review shall be required only when requested by the Owners of at least one-third (1/3) of the Units represented by the Association. No later than thirty (30) days following completion, copies of any audit or review conducted pursuant to this Section 9.6 shall be made available to any Owner who requests a copy.

Section 9.7 Examination. All records maintained by the Association or the Managing Agent shall be available for examination and copying by any Owner or by any of their duly authorized representatives or requesting Eligible First Mortgagees, at the expense of the Person examining the records, during normal business hours and after reasonable notice or at the next regularly scheduled meeting if such meeting occurs within thirty (30) days after the request for such records. The Board of Directors may impose restrictions on the commercial or any other use of any list of Owners obtained pursuant to this Article 9 that is not directly related to Association business.

Section 9.8 Records. The Association shall keep the following records in written form or another form capable of conversion into written form within a reasonable time:

- (a) An account for each Unit, which shall designate the name and address of each Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Assessment, the dates on which each Assessment comes due, the amounts paid on the account and the balance due;
- (b) financial records sufficiently detailed to enable the Association to comply with Section 38-33.3-31 6(8) of the Act concerning statements of unpaid Assessments;
- (c) the Roster (as defined in Section 9.9) in a form that permits preparation of a list of the names and addresses of all Owners and Designated Representatives showing the number of votes to which each Owner is entitled;
- (d) The current operating Budget;
- (e) A record of insurance coverage provided for the benefit of Owners and the Association;
- (f) Tax returns for state and federal income taxation;
- (g) Minutes of proceedings of all meetings of the Owners, Board of Directors and its committees, records of all actions taken by the Owners or Board of Directors by written ballot or written consent in lieu of a meeting, records of all actions taken by committees of the Board of Directors and a record of all waivers of notices of meetings of the Owners, the Board of Directors or any committee of the Board of Directors;
- (h) A copy of the most current versions of the Articles of Incorporation, Declaration, these Bylaws, Rules and Regulations, and resolutions of the Board of Directors, along with their exhibits and schedules, any covenants, the minutes of all meetings of the Owners and records of all action taken by Owners without a meeting for the past three (3) years, all written communications within the past three (3) years to Owners generally as Owners, a list of the names and business or home addresses of the current members of the Board of Directors and of the officers, the Association's most recent annual report, if any, and all financial audits and reviews conducted pursuant to Section 38-33. preceding three (3) years;

(i) Such records as may be necessary to comply with the requirements of Section 303(9) of the Act; and

(j) Such other records as the Board of Directors may determine from time to time are necessary or desirable. In the event that the Act is amended to alter the records requirements currently set forth in this Section, these Bylaws may be modified accordingly by the Board.

Section 9.9 Roster. The Association shall annually compile a roster of the name and address of each of the Owners and Designated Representatives and the number of votes that each Unit is entitled to (the “**Roster**”). The Association shall provide a copy of the Roster to any Owner upon receipt of a written request from such Owner; provided that the names and addresses of other Owners on the Roster shall only be provided if the written request (i) states the reason for the request; and (ii) the requesting Owner executes and delivers to the Association, a confidentiality agreement and affidavit (“**Confidentiality Agreement**”), in a form reasonably acceptable to the Association, stating that the names and addresses in the Roster will be used only for purposes reasonably related to the Owners’ interest in the Association. Each Owner who requests and receives a copy of the Roster thereby agrees that he or she will not make any commercial use of the Roster, will not use the Roster to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association and will not distribute a copy of the Roster or any portion thereof to any third party.

ARTICLE 10. CORPORATE SEAL

The Association may have a seal or stamp in circular form having within its form the words: “619 OVERLIN DRIVE Homeowners Association.”

ARTICLE 11. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation. The Board of Directors may by amendment to the Bylaws establish a different fiscal year for the Association.

ARTICLE 12. RULES AND REGULATIONS

The Board of Directors shall have the right to establish, amend, and enforce, from time to time, such Rules and Regulations as the Board of Directors may deem necessary and appropriate for the management, preservation, safety, control, and orderly operation of the Project for the benefit of all Owners and Occupants, and for facilitating the greatest and most convenient availability and use of the Units and Common Elements by Owners and Occupants. Such Rules and Regulations may include (without limitation) a system of late charges and/or interest for untimely payment of Assessments, fees for review by the Association of matters required under the Declaration, and fees and fines for noncompliance with the Rules and Regulations and other obligations set forth in the Declaration and these Bylaws. The Board of Directors shall provide notice of the adoption or amendment of any Rules and Regulations and make such amended Rules and Regulations available for inspection by all Owners, Occupants, contract purchasers and Eligible First Mortgagees during convenient weekday business hours at the principal office of the Association. Such Rules and Regulations may, to the extent not in conflict with the provisions of the Declaration, the Articles of Incorporation and these Bylaws, impose reasonable

restrictions upon the use and occupancy of any portion of the Project as the Board of Directors, in its sole and absolute discretion, deems necessary and appropriate. Each Owner agrees that all such Owners' ownership rights shall be in all respects subject to the Rules and Regulations, and each Owner agrees to obey such Rules and Regulations as the same may lawfully be amended from time to time, and to ensure that the same are faithfully observed by Occupants of such Owners' Unit. Each Person who comes within the Project shall be subject to the Rules and Regulations for the duration of his presence therein. A copy of the Rules and Regulations, as amended from time to time, shall be made available to Owners, Occupants and contract purchasers upon request and payment of a reasonable fee.

ARTICLE 13. MEMBERSHIP RIGHTS AND PRIVILEGES

Section 13.1 Rights and Privileges of Members. No member shall have the right, without the prior approval of the Board of Directors, to exercise any of the powers or to perform any of the acts delegated to the Board of Directors by these Bylaws or the Declaration. Each member shall have all of the rights and privileges, including but not limited to property rights and easement rights of access over and use and enjoyment of the Common Elements, granted to the members by the Declaration, subject to such limitations as may be imposed in accordance therewith.

Section 13.2 Suspension of Rights. The Association shall have the right to suspend the rights and privileges of an Owner as a member of the Association for the period during which any Assessment owed by such Owner remains unpaid and delinquent, all as further described in the Declaration.

ARTICLE 14. INTERPRETATION

The provisions of these Bylaws shall be liberally construed to effect the purpose of ensuring that the Project shall at all times be operated and maintained in a manner so as to optimize and maximize its enjoyment and utilization by each Owner and Occupant.

IN WITNESS WHEREOF, Declarant has executed these Bylaws Declaration the day and year first above written.

DECLARANT

Print Name:

Its:

[illegible]

Acknowledged, subscribed and sworn to me before me this ZZ day _____ of /_____/ , 2023 by
as _____ of _____, _____ LLC, a Colorado
limited liability
company, Declarant.

WITNESS my hand and official seal.

My Commission expires: _____

OPERATING AGREEMENT FOR MEMBER-MANAGED LIMITED LIABILITY COMPANY

I. PRELIMINARY PROVISIONS

(1) *Effective Date:* This operating agreement of 619 Overlin Drive, LLC effective April 3, 2024, is adopted by the members whose signatures appear at the end of this agreement (the "Agreement").

(2) *Formation:* This limited liability company (LLC) was formed by filing Articles of Organization, a Certificate of Formation or a similar organizational document with the LLC filing office of the state of Colorado on April 3, 2024. A copy of this organizational document has been placed in the LLC's records book.

(3) *Name:* The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

(4) *Registered Office and Agent:* The registered office of this LLC and the registered agent at this address are as follows:

Benjamin Logan West

1319 Walz Avenue

Glenwood Springs, CO 81601

The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLC filing office. It will not be necessary to amend this provision of the operating agreement if and when such a change is made.

(5) *Business Purposes:* The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this agreement consist of the following:

Purchase of residential real estate for investment purposes and construction of new residential real estate

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

(6) *Duration of LLC:* The duration of this LLC shall be indefinite. Further, this LLC shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

II. MEMBERSHIP PROVISIONS

(1) *Non-liability of Members:* No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

(2) *Reimbursement for Organizational Costs:* Members shall be reimbursed by the LLC for organizational expenses paid by the members. The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLC's tax advisor.

(3) *Management:* This LLC shall be managed exclusively by all of its members

(4) *Members' Percentage Interests:* A member's percentage interest in this LLC shall be computed as a fraction, the numerator of which is the total of a member's capital account and the denominator of which is the total of all capital

accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in this LLC.

(5) *Membership Voting:* Except as otherwise may be required by the Articles of Organization, Certificate of Formation or a similar organizational document, other provisions of this operating agreement, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to the member's percentage interest in this LLC. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase "majority of members" means the vote of members whose combined votes equal more than 50% of the votes of all members in this LLC.

(6) *Compensation:* Members shall not be paid as members of the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.

(7) *Members' Meetings:* The LLC shall not provide for regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting. If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all members do not attend the postponed meeting or the non-attending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be communicated to any members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all members as long as a majority of the percentage interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each non-attending member promptly after the holding of the second postponed meeting. Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

(8) *Membership Certificates:* This LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLC. Each certificate shall show the name of the LLC, the name of the member, and state that the person named is a member of the LLC and is entitled to all the rights granted members of the LLC under the Articles of Organization, Certificate of Formation or a similar organizational document, this operating agreement and provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more officers of this LLC. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates. In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating, summarizing or referring to any transfer restrictions that apply to memberships in this LLC under the Articles of Organization, Certificate of Formation or a similar organizational document and/or this operating agreement, and the address where a member may obtain a copy of these restrictions upon request from this LLC. The records book of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.

(9) *Other Business by Members:* Each member shall agree not to own an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLC.

III. TAX AND FINANCIAL PROVISIONS

(1) *Tax Classification of LLC:* The members of this LLC intend that this LLC be initially classified as a partnership for federal and, if applicable, state income tax purposes. It is understood that all members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

(2) *Tax Year and Accounting Method:* The tax year of this LLC shall be the calendar year. The LLC shall use the cash basis method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change, and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

(3) *Tax Matters Partner:* If this LLC is required under Internal Revenue Code provisions or regulations, it shall designate from among its members a "tax matters partner" in accordance with Internal Revenue Code Section 6231 (a) (7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the members on the progress and outcome of these dealings.

(4) *Annual Income Tax Returns and Reports:* Within 60 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. If this LLC is classified as a partnership for income tax purposes, this additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065 - Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

(5) *Bank Accounts:* The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLC.

(6) *Title to Assets:* All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

IV. CAPITAL PROVISIONS

(1) *Capital Contributions by Members:* Members shall make the following contributions of cash, property or services as shown next to each member's name below. Unless otherwise noted, cash and property described below shall be paid or delivered to the LLC as needed. The fair market values of items of property or services as agreed between the LLC and the contributing member are also shown below. The percentage interest in the LLC that each member shall receive in return for his or her capital contribution is also indicated for each member.

<u>NAME & ADDRESS</u>	<u>CONTRIBUTION</u>	<u>% INTEREST IN LLC</u>
(1) Benjamin Logan West	50%	50%
(2) Roger Giard	50%	50%

(2) *Additional Contributions by Members:* The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

(3) *Failure to Make Contributions:* If a member fails to make a required capital contribution within the time agreed for a member's contribution, the remaining members may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying member, setting any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent member, as the remaining members decide. Alternatively, the remaining members may, by unanimous vote, agree to cancel the membership of the delinquent member, provided any prior partial payments of capital made by the delinquent member are refunded promptly by the LLC to the member after the decision is made to terminate the membership of the delinquent member.

(4) *No Interest on Capital Contributions:* No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.

(5) *Capital Account Bookkeeping:* A capital account shall be set up and maintained on the books of the LLC for each member. It shall reflect each member's capital contribution to the LLC, increased by each member's share of profits in the LLC, decreased by each member's share of losses and expenses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

(6) *Consent to Capital Contribution Withdrawals and Distributions:* Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash, except as otherwise allowed by this agreement and, in any case, only if such withdrawal is made with the written consent of all members.

(7) *Allocations of Profits and Losses:* No member shall be given priority or preference with respect to other members in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the LLC. The profits and losses of the LLC, and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's percentage interest in this LLC.

(8) *Allocation and Distribution of Cash to Members:* Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be distributed from time to time to members in accordance with each member's percentage interest in the LLC, as may be decided by both of the members.

(9) *Allocation of Noncash Distributions:* If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's percentage interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.

(10) *Allocation and Distribution of Liquidation Proceeds:* Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

V. MEMBERSHIP WITHDRAWAL AND TRANSFER PROVISIONS

(1) *Withdrawal of Members:* A member may withdraw from this LLC by giving written notice to all other members at least 30 days before the date the withdrawal is to be effective.

(2) *Restrictions on the Transfer of Membership:* A member shall not transfer his or her membership in the LLC unless all non-transferring members in the LLC first agree to approve the admission of the transferee into this LLC. Further, no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLC. Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such an assignment shall not include a transfer of the member's voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

VI. DISSOLUTION PROVISIONS

(1) Events That Trigger Dissolution of the LLC: The following events shall trigger dissolution of the LLC, except as provided:

- (a) the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a member, all remaining members of the LLC may vote to continue the legal existence of the LLC, in which case the LLC shall not dissolve;
- (b) the expiration of the term of existence of the LLC if such term is specified in the Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement;
- (c) the written agreement of all members to dissolve the LLC;
- (d) entry of a decree of dissolution of the LLC under state law.

VII. GENERAL PROVISIONS

(1) Officers: The LLC may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or non-compensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office.

(2) Records: The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC.

Copies of the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, a signed copy of this operating agreement, and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:

- the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member;
- a schedule showing when any additional capital contributions are to be made by members to this LLC;
- a statement or schedule, if appropriate, showing the rights of members to receive distributions representing a return of part or all of members' capital contributions; and
- a description of, or date when, the legal existence of the LLC will terminate under provisions in the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement.

If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLC without having to prepare and keep a separate record of such item or items at this address. Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's records by members is allowed, but copying costs shall be paid for by the requesting member.

(3) All Necessary Acts: The members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all members of the LLC, may certify to other businesses, financial institutions and individuals

as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.

(4) *Indemnification:* The LLC shall indemnify the Member and those authorized officers, agents, and employees of the LLC identified in writing by the Member as entitled to being indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (as the Member or officer, agent, or employee) or any such office, agent, or employee in connection with the business of the LLC, except to the extent prohibited by the laws of the state that governs this Agreement. In addition, the LLC may advance costs of defense of any proceeding to the Member or any such officer, agent, or employee upon receipt by the LLC of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the LLC.

(5) *Mediation and Arbitration of Disputes Among Members:* In any dispute over the provisions of this operating agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute. If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request. All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

(6) *Governing Law:* This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the State in which the LLC was formed, without reference to the conflicts of law rules of that or any other jurisdiction.

(7) *Entire Agreement:* This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLC.

(8) *Severability:* If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

VIII. SIGNATURES OF MEMBERS

Execution of Agreement: In witness whereof, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.

Date: May 21, 2024

Signature: *Benjamin West*

Printed Name: Benjamin Logan West, Member

Date: May 22, 2024

Signature: *Roger Giard*

Printed Name: Roger Giard, Member

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

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

at City of Glenwood Springs Recreation Center

(Location)

on November 7, 2024

(Date)

Attached are:

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

Date mailed: October 24, 2024 ;

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


Name: 619 Overlin LLC - Roger Giard
Applicant

Date: November 7, 2024

Subscribed and sworn to before me, a notary public in and for the County of

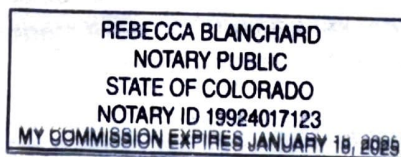
Garfield, State of Colorado, this 8th day of
November 2024, A.D.

Witness my hand and official seal

(SEAL)


Notary Public

My commission expires: 1-18-25



619 Overlin Dr Pre-Application Neighborhood Meeting Summary

In attendance:

- Roger Giard – owner / presenter
- Tanya Giard – secretary
- Kaitlyn Giard – secretary
- Jim Richmond – neighbor
- Dave Fockler – neighbor
- Dave – neighbor
- Martha – neighbor

8:30am – Meeting starts after all signed in

- Attendees received copies of architectural and preliminary plat plans.
- Roger introduced himself as the owner/builder of the project. Presented highlights of the project that included: specific location, zoning specifics & requirements, and project overview.
 - Roger presents satellite view of the property and using the plans, highlights the new development and layout of the property.
 - Roger discusses the timeline of the project: neighborhood meeting, Planning & Zoning meeting on 12/17/24, followed by City Council meeting on 1/16/25, finally permit application closer to May 2025.
- Questions from Attendees:
 - Parking / Traffic: What kind of parking is provided? Will there be EV charges/Green build? How do you anticipate parking with more than just 2 vehicles per unit? How do you anticipate the traffic impact of being in the neighborhood.
 - Roger Response:
 - Parking is provided onsite. Parking is not covered. The development is over the required parking for a residential high-density development. There are 26 spaces, including garages.
 - EV Charges to consider in garages only.
 - We will revise or revisit the HOA covenants to determine the restrictions in place for vehicles per unit and/or adjust to meet concerns.
 - Attendees request traffic impact study to be sent via email.
 - Rent vs Own: Will these units be owned by you and rented? Or can they be owned individually?
 - Roger Response:
 - The development is condominiumized so the units can be individually owned. The developers have not made a decision on renting vs owning yet.
 - Affordability: Are there restrictions for affordability if someone decides to rent or own?
 - Roger Response:
 - If the developers decide to keep the units as rentals, 2 units must align with the affordability restrictions.
 - If the developers sell the units individually, 1 unit must be sold with the affordability restrictions.

- Landscape: Is the fence in place staying? Will you be keeping any trees? What does the entry look like in regard to the neighbor and shared driveway?
 - Roger Response:
 - The fence that lines the west side of the property will remain and the privacy fence that is partly on/off the property will be demolished and replaced.
 - Landscape plan discussed in detail. Highlights areas that trees will be added as well as sidewalks. Discussion among shared grass property and drainage.
 - Reviews the page of the existing conditions survey and highlights the new road will not be impeding on the neighbor property. Developers do not want to have a shared driveway.
 - Highlights the addition of the required sidewalk in front of the development along Overlin Dr.
 - Attendees suggest that we add fencing to the backside of the property because of the railroad tracks / animal control.
- Exterior Finishes: What will the exterior look like?
 - Roger Response:
 - Units will have a flat roof design. They are offset units and will have a vertical/horizontal hardy siding as well as mixed steel siding. Each unit has a flat shed roof entry. Units facing the street are 2 story units with storage in the back. Units facing the railroad tracks are 3 story units with garages, thus meeting the storage requirements.
 - Exterior garages will have a black or metal finish. There is not a driveway at it is used as traffic flow for the neighborhood.
- Accessibility: What are the ADA requirements of the development?
 - Roger Response:
 - Highlights point system in regard to the ADA requirements. Discusses the 1 unit that is single-level and meets all ADA requirement points. There is also an ADA parking space.
- Pets/Animal Control: What are your requirements on pets in these units?
 - Roger Response:
 - The city of Glenwood requires developments like this to have an HOA document. In that document we will review and revise the animal control policy to ensure there is appropriate animal control in the area.
- Main concerns to address and be emailed:
 - Parking / Traffic Control
 - HOA Covenant
 - Animal Control – pets
 - Overlin Dr Project Narrative

Meeting adjourned: 9:45am

619 Overlin Drive Public Noticing – Preliminary Plat and Minor Site/Architecture Plan Review

Please take notice that the applicant, 619 Overlin LLC and its owners, Roger Giard and Ben West will conduct a neighborhood meeting for a minor site/architectural plan review and preliminary plat for the construction of eleven (11) townhomes at 619 Overlin Drive. The project will seek approval from the Glenwood Springs Planning and Zoning Commission and City Council. At the meeting, the owners will be present to answer questions about the proposed project.

The subject property on which the project is proposed is Section: 9 Township: 6 Range: 89 TR IN SENW, located at 619 Overlin Drive Glenwood Springs Colorado. The site is zoned Residential High Density and is approximately .588 acres. The meeting will be held at the Glenwood Springs Recreation Center on November 8, 2024 at 8:30am to discuss the proposed project.

Garfield County, CO

Property Results

34 Results

[Click to Show Property Photos](#)

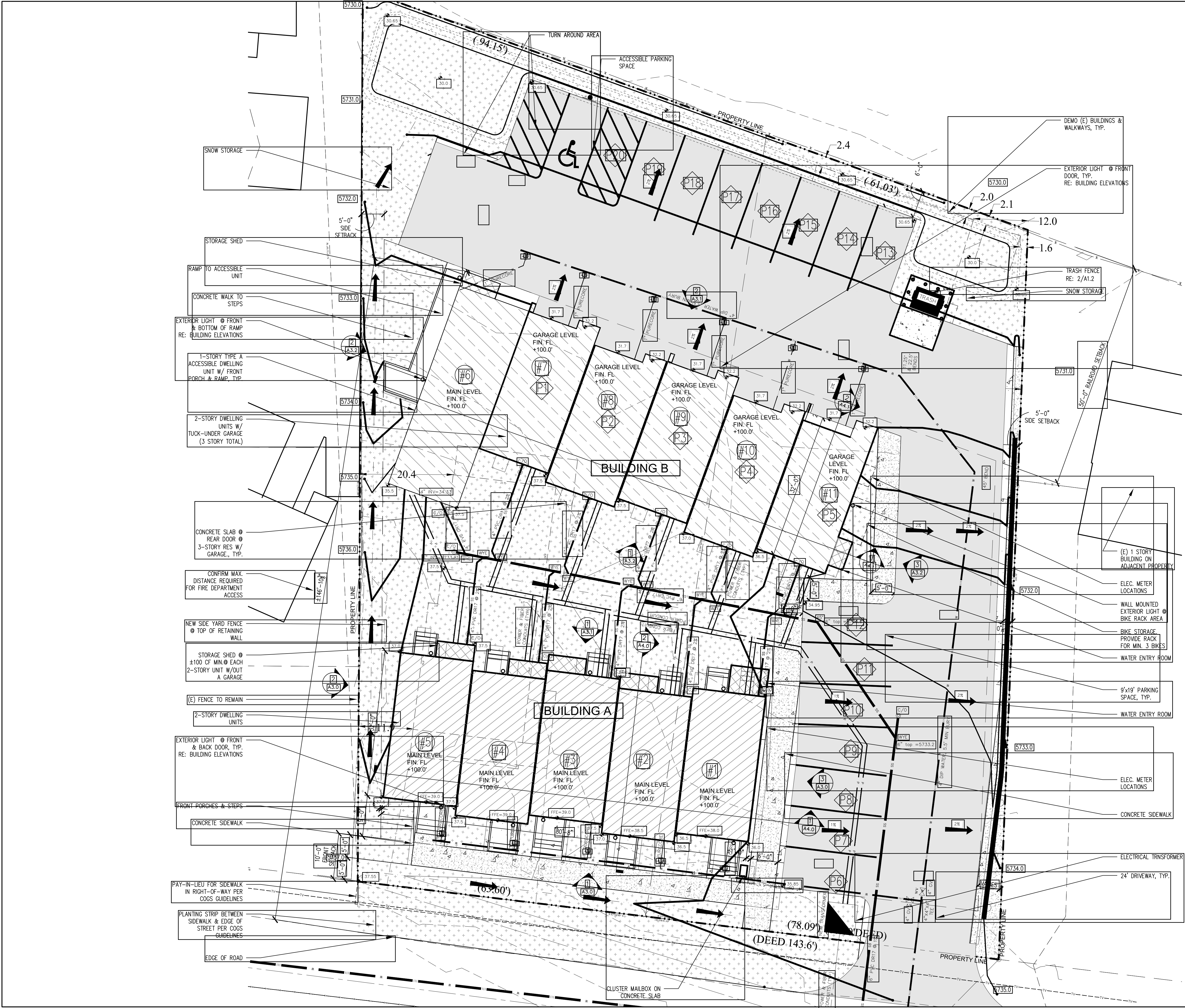
Account Number ↕	Owner ↕	Property Address ↕	City ↕	Map
R031572	 FRAZIER, JOHN KENNETH & JACK	720 OVERLIN DR	GLENWOOD SPRINGS	Map
R031628	 EICHER, MARGOT H	621 DAVIS DR	GLENWOOD SPRINGS	Map
R031632	 619 OVERLIN DRIVE LLC	619 OVERLIN DR #621	GLENWOOD SPRINGS	Map
R031640	 RAYNEBOW LLC	704 OVERLIN DR	GLENWOOD SPRINGS	Map
R043066	 CRUZ DEL CID, JOSE LUIS	106 WHITE HORSE PL	GLENWOOD SPRINGS	Map
R043067	 WARD, BRYAN	108 WHITE HORSE PL	GLENWOOD SPRINGS	Map
R043068	 POPISH, DOMINIC L	110 WHITE HORSE PL	GLENWOOD SPRINGS	Map
R043083	 OVERLIN PARK TOWNHOMES ASSOCIATION	0	GLENWOOD SPRINGS	Map
R045543	 MOUNTAIN VIEW CONDOMINIUMS HOA	0	GLENWOOD SPRINGS	Map
R045559	 MOUNTAIN VIEW CONDOMINIUMS HOA	0	GLENWOOD SPRINGS	Map
R045560	 MOUNTAIN VIEW CONDOMINIUMS HOA	0	GLENWOOD SPRINGS	Map
R045561	 MOUNTAIN VIEW CONDOMINIUMS HOA	0	GLENWOOD SPRINGS	Map
R045562	 MOUNTAIN VIEW CONDOMINIUMS HOA	0	GLENWOOD SPRINGS	Map
R045731	 SMITH CONDO HOA	0	GLENWOOD SPRINGS	Map
R084921	 WISCH TOWNHOMES ASSOCIATION INC	0	GLENWOOD SPRINGS	Map
R311571	 SUNDEEN, GENTIANA & JONATHAN	708 OVERLIN DR	GLENWOOD SPRINGS	Map
R311572	 RICHMOND, JAMES A & GREENWOOD, KAREN M	703 OVERLIN DR	GLENWOOD SPRINGS	Map
R311584	 TREJO SORTO, VILMA J	613 COWDIN DR	GLENWOOD SPRINGS	Map
R311588	 PRESENT TENSE LLC	602 COWDIN DR	GLENWOOD SPRINGS	Map
R311854	 GROSJEAN IRREVOCABLE CHARITABLE REMAINDER	602 OVERLIN DR	GLENWOOD SPRINGS	Map
R311882	 KLM PROPERTIES, INC	0	GLENWOOD SPRINGS	Map
R311936	 GLENWOOD SPRINGS, CITY OF	0	GLENWOOD SPRINGS	Map
R312119	 KING, SCOTT & LOGAN, JENNIFER MAUREEN	712 OVERLIN DR	GLENWOOD SPRINGS	Map
R312120	 JEPSEN, NIELS & SMITH, VICTORIA	716 OVERLIN DR	GLENWOOD SPRINGS	Map
R312312	 FOCKLER, DAVID E & SHIRLEY A	601 COWDIN DR	GLENWOOD SPRINGS	Map
R312313	 PARSONS, MICHAEL EDWARD	609 COWDIN DR	GLENWOOD SPRINGS	Map
R312316	 DE LA CRUZ MARTINEZ, GILDARDO	623 OVERLIN DR	GLENWOOD SPRINGS	Map
R312317	 HADLAND, JARRID & HEATHER E	625 OVERLIN DR	GLENWOOD SPRINGS	Map
R312432	 CAMPBELL, ANDREW	675 OVERLIN DR	GLENWOOD SPRINGS	Map
R312433	 PEAK ONE PROPERTIES AND INVESTMENTS LLC	673 OVERLIN DR	GLENWOOD SPRINGS	Map
R312434	 SCHLICHER, MICHAEL DOUGLAS & CARTER, ALE	679 OVERLIN DR	GLENWOOD SPRINGS	Map
R312435	 STOCKING, STEPHANIE	677 OVERLIN DR	GLENWOOD SPRINGS	Map
R312447	 KANZER, DAVID A	707 OVERLIN DR	GLENWOOD SPRINGS	Map
R312448	 PHAN, MATTHEW H	715 OVERLIN DR	GLENWOOD SPRINGS	Map

The Garfield County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. Data is subject to constant change and its accuracy and completeness cannot be guaranteed.

[User Privacy Policy](#) | [GDPR Privacy Notice](#)
Last Data Upload: 10/8/2024, 1:25:46 AM

[Contact Us](#)

Developed by
 **SCHNEIDER**
GEOSPATIAL



LOT SIZE:	14,200.56 SF
PARCEL A	11,412.75 SF
PARCEL B:	25,813.28 SF
MAX. LOT COVERAGE (50%):	12,806 SF
PROPOSED LOT COVERAGE:	6,050 SF
MIN. LANDSCAPE AREA (20%):	5,123 SF
PROPOSED LANDSCAPE AREA:	7,800 SF
DEVELOPMENT AREA:	± 24,000 SF
REQ. OPEN SPACE	
(20% DEV. AREA):	± 4,800 SF
PROPOSED OPEN SPACE:	± 7,800 SF

DWELLING UNITS:	
ANTERO, 2-STORY D.U.	
1,024 SF:	5
HALEKALEA, 1-STORY D.U.	
736 SF:	1
ANTERO, 2-STORY D.U.	
W/ GROUND LEVEL GARAGE	
1,024 RES. SF	
± 550 SF GAR.	5
TOTAL D.U.:	11

DWELLING UNITS:	
UNITS 1-5 (2-STORY D.U.)	
1,024 SF:	5,120 SF
UNIT 6 (1-STORY D.U.)	
736 SF:	736 SF
UNITS 7-11 (2-STORY D.U.)	
W/ GROUND LEVEL GARAGE	
1,024 SF:	5,120 SF
TOTAL GROSS RES. FLOOR AREA	10,976 SF

PARKING:	
1.5 UNITS PER D.U.	
11 X 1.5 =	16.5
+1 /5 D.U.	
3 X 1 =	3
TOTAL REQ. SPACES:	19.5
TOTAL PROPOSED SPACES:	20

STORAGE REQ'L:
(1 C.F. PER 3 S.F. OF GROSS AREA)
245 OF REQUIRED PER 1-BR UNIT
342 CF REQUIRED PER 2-BR UNIT
SEE FLOOR PLANS FOR LOCATIONS & SIZE

SITE LEGEND:	
---	PROPERTY LINE
---	EASEMENT
---	LINE OF ROOF OR DECK ABOVE
---	LINE OF DEMOLITION
---	UNDERGROUND UTILITY
---	INTERNAL PROPERTY LINE
---	EDGE OF PAVEMENT
---	PROPOSED 2-STORY BUILDING FOOTPRINT
---	PROPOSED 3-STORY (W/GARAGE) BUILDING FOOTPRINT
---	EXTERIOR STORAGE OR UTILITY SHED
---	SITE CONCRETE
---	WOOD DECK OR RAMP
---	OPEN SPACE/ LANDSCAPE AREA
---	PARKING SPACE

LKSM
DESIGN
PO Box 9195
Avon, Colorado 81620
970.376.6623
lmayer@lksmdesign.com

RESIDENTIAL DEVELOPMENT
@ 619 OVERLIN DRIVE
TRACT OF LAND IN SE1/4 NW1/4 OF SECTION 9, TWP 6 SOUTH, RANGE 89 WEST OF THE 6TH PRINCIPAL MERIDIAN - GLENWOOD SPRINGS, CO

ISSUED:	DATE:
SCHEMATIC SITE	9.18.24
SCHEMATIC SITE	10.2.24
SCHEMATIC DRAFT	10.10.24
SITE LIGHTING	10.14.24
PLANNING APP.	10.22.24

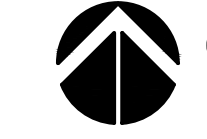
COPYRIGHT 2024 LKSM Design, P.C.

TITLE:
SITE PLAN

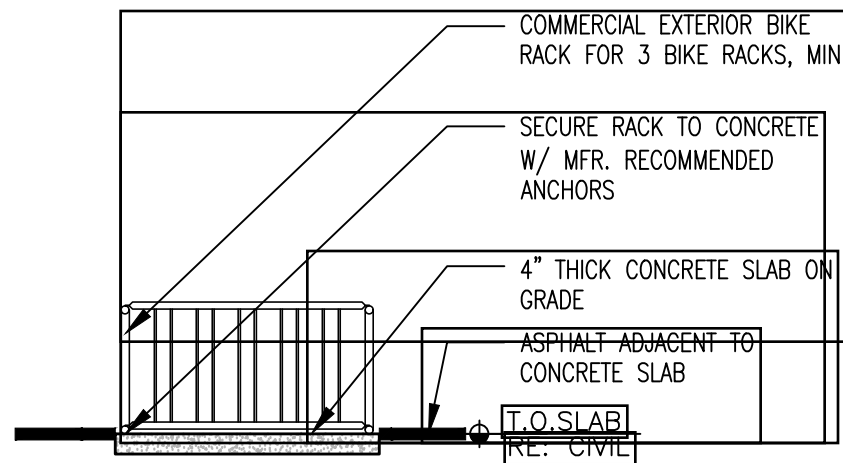
A1.1

SCALE:
PROJECT NO.: 24-10

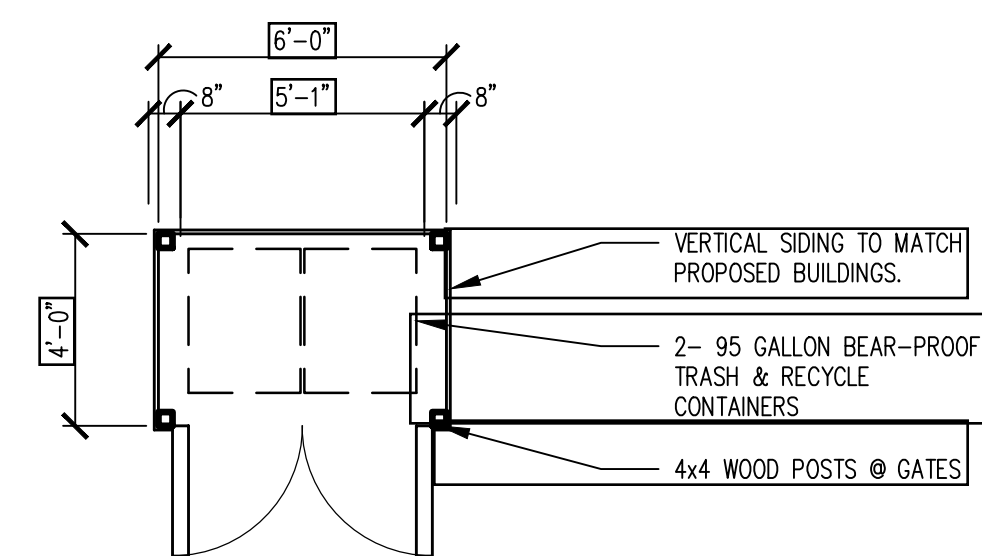
1 PROPOSED SITE PLAN
A1.1 1" = 10'-0"



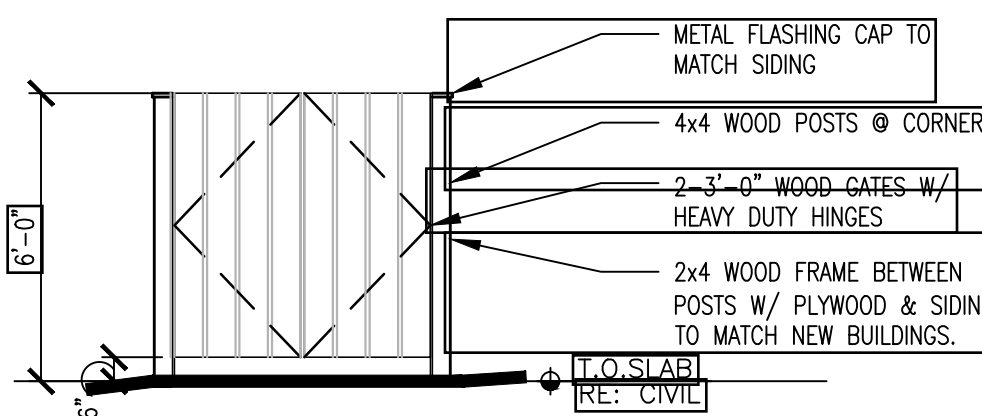
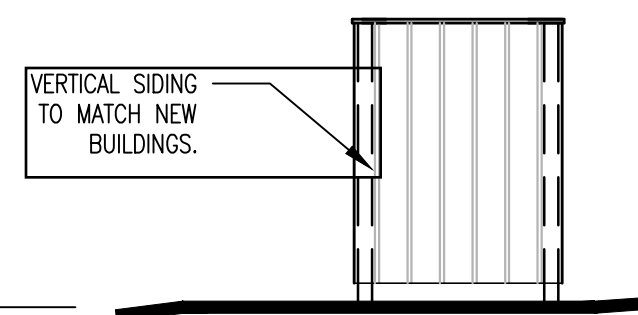
NOT FOR CONSTRUCTION



4 BIKE RACK
A1.2 1/4" = 1'-0"



3 TRASH FENCE
A1.2 1/4" = 1'-0"



COLOR 01
PAINT:
BM 2129-30
BLUE NOTE

COLOR 03
PAINT:
BM 760
BALTIMORE SKY

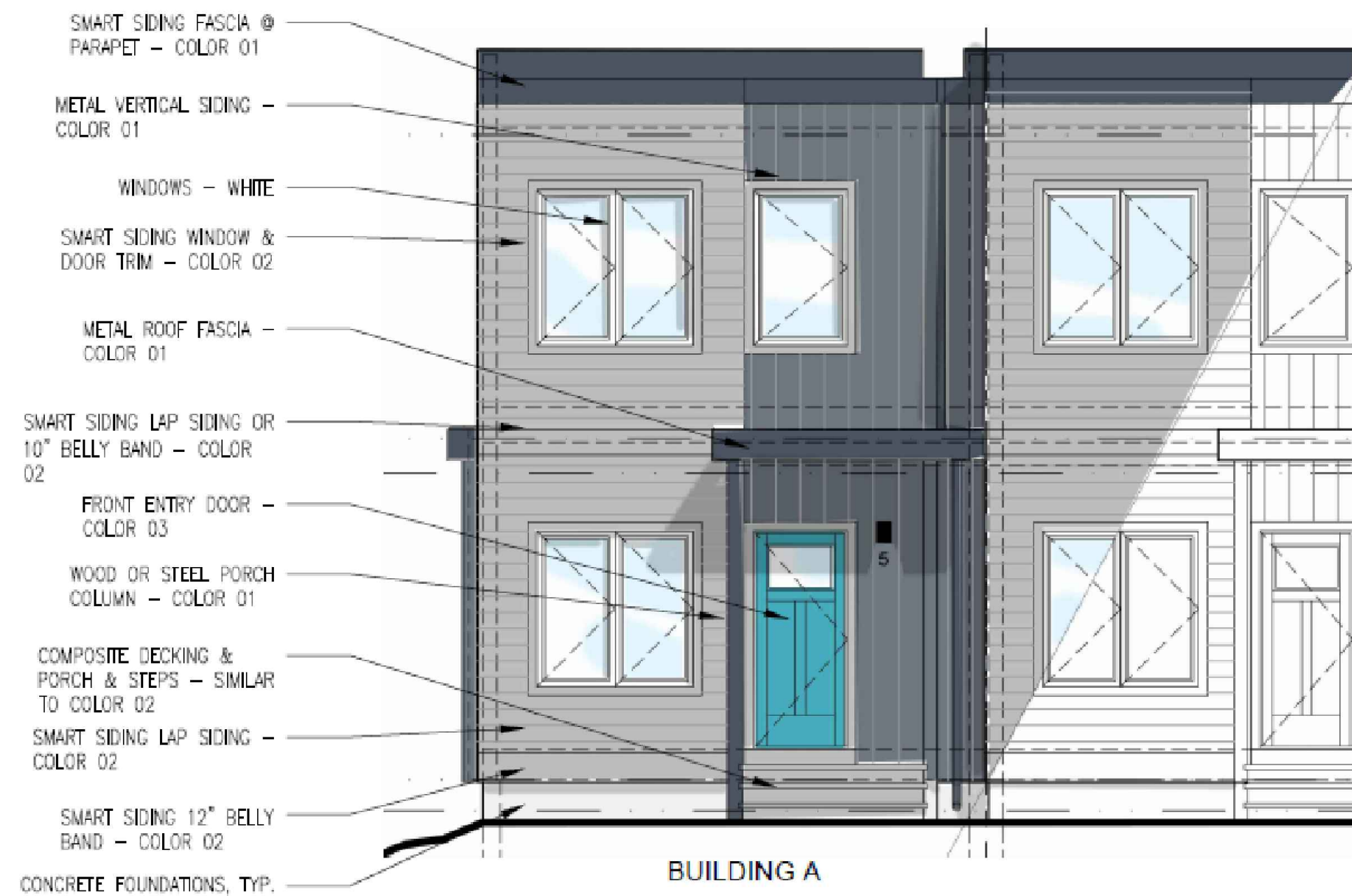
COLOR 01
METAL SIDING:
NAVY BLUE

COLOR 02
PAINT:
BM HC-169
CONVENTRY SKY

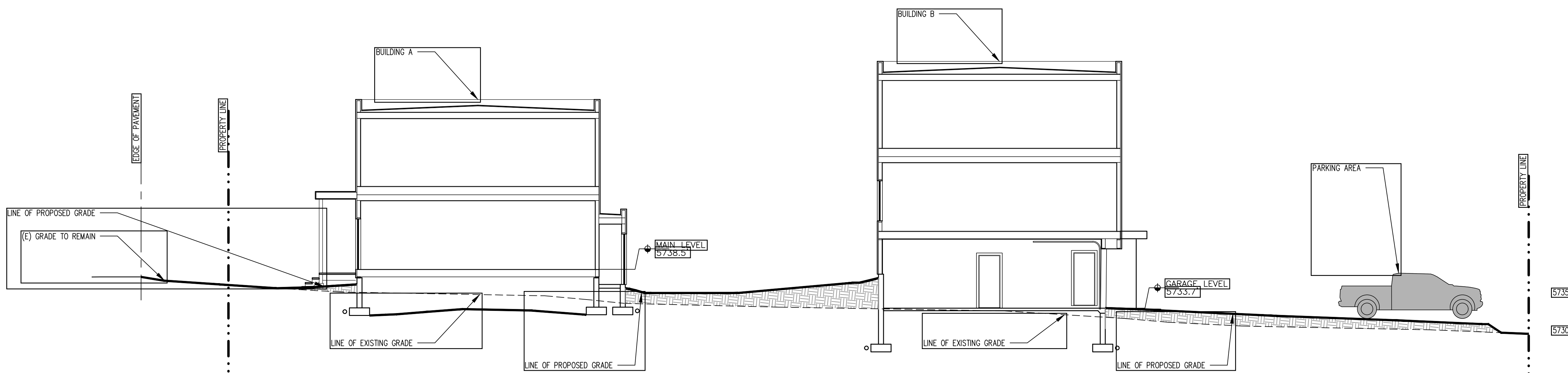
WALL MOUNTED DARK
SKY TYPE EXTERIOR
LIGHT - 8 INCH HIGH

EXTERIOR LIGHT

EXTERIOR COLORS



2 PROPOSED EXTERIOR MATERIALS
A1.2 NOT TO SCALE



1 PROPOSED SITE SECTION
A1.2 1/8" = 1'-0"

LKSM
DESIGN

PO Box 9195
Avon, Colorado 81620
970.376.6623
lmayer@lksmdesign.com

RESIDENTIAL DEVELOPMENT
@ 619 OVERLIN DRIVE
TRACT OF LAND IN SE1/4, NW1/4 OF SECTION 9, TWP 6 SOUTH, RANGE 89 WEST OF THE
6TH PRINCIPAL MERIDIAN - GLENWOOD SPRINGS, CO

ISSUED:	DATE:
SCHEMATIC SITE	9.18.24
SCHEMATIC SITE	10.2.24
SCHEMATIC DRAFT	10.10.24
SITE LIGHTING	10.14.24
PLANNING APP.	10.22.24

© COPYRIGHT 2024 LKSM Design, P.C.

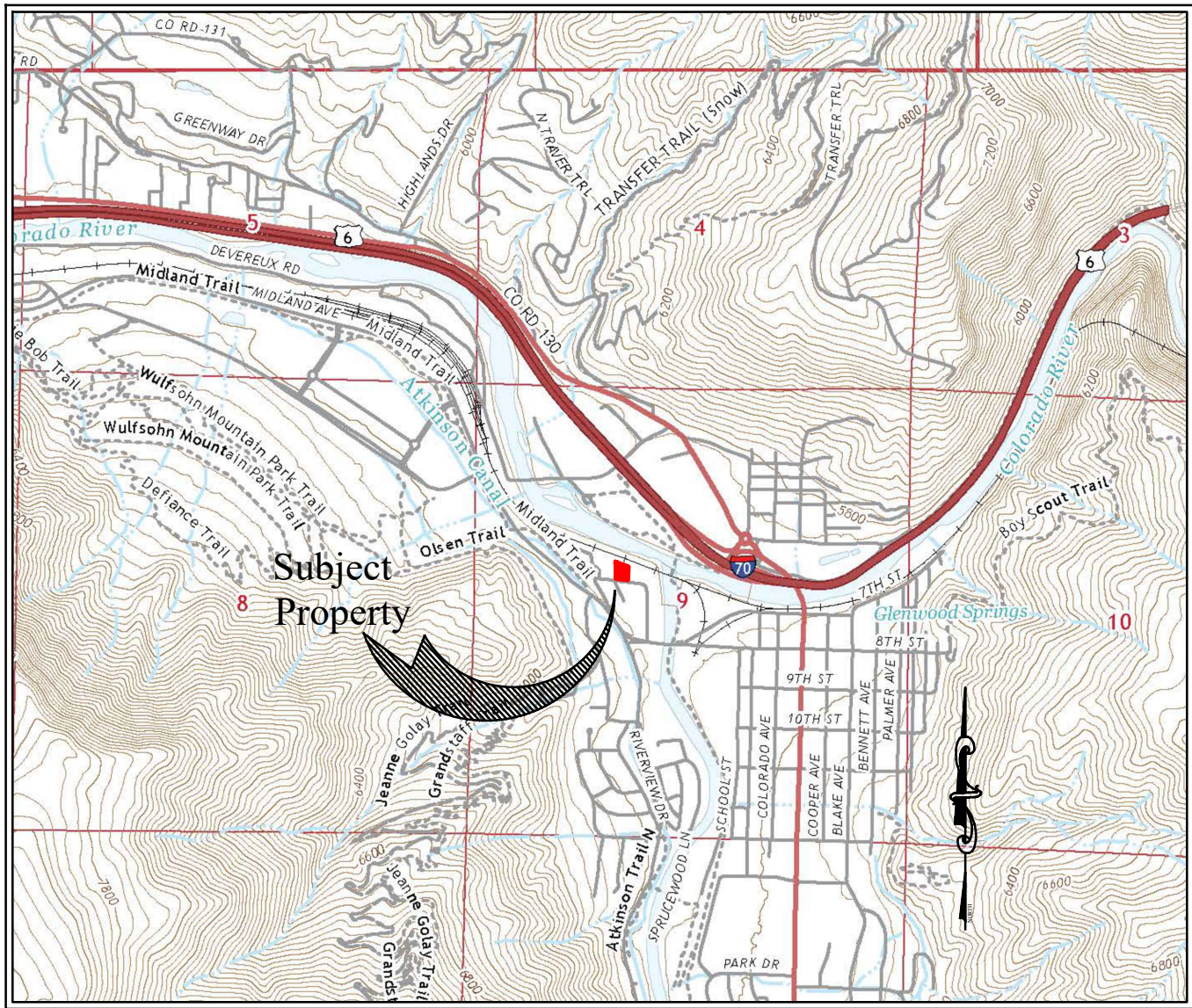
TITLE:
SITE SECTION & DETAILS

A1.2

SCALE:
PROJECT NO.: 24-10



NOT FOR CONSTRUCTION



VICINITY MAP
SCALE 1" = 2,000'

NOTES:

- 1) THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS, SETBACKS AND EASEMENTS OF RECORD, OR IN PLACE AND EXCEPTIONS TO TITLE SHOWN IN THE TITLE COMMITMENT PREPARED BY TITLE COMPANY OF THE ROCKIES, COMMITMENT NO. 0604617-C6, EFFECTIVE DATE APRIL 12, 2024.
- 2) THE DATES OF THIS SURVEY WERE APRIL, 2024.
- 3) BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S83°04'00"E BETWEEN THE NORTHWEST CORNER OF LOT 7, MOUNTAIN VIEW SUBDIVISION AS AMENDED, BEING A NO. 5 REBAR & 1.25" ORANGE PLASTIC CAP L.S. NO. 38215 FOUND IN PLACE, AND THE NORTHEAST CORNER OF LOT 6, MOUNTAIN VIEW SUBDIVISION AS AMENDED, BEING A NO. 5 REBAR & 1.25" YELLOW PLASTIC CAP L.S. ILLEGIBLE FOUND IN PLACE. BEARINGS ARE BASED ON THE SOUTH LINE OF OVERLIN DRIVE AS DESCRIBED IN QUIT CLAIM DEED AT RECEPTION NO. 270879, RECORDED JANUARY 7, 1975.
- 4) UNITS OF MEASURE FOR ALL DIMENSIONS SHOWN HEREON IS U.S. SURVEY FEET.
- 5) THIS SURVEY IS BASED ON THE QUIT CLAIM DEED RECORDED DECEMBER 28, 2018 AS RECEPTION NO. 915782 AND DEED RECORDED SEPTEMBER 11, 1972 AS RECEPTION NO. 255229 IN THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AND CORNERS FOUND IN PLACE.
- 6) ALL CORNERS, FOUND OR SET, UNLESS NOTED ARE FLUSH WITH THE GROUND.
- 7) THIS PROPERTY IS ZONED RESIDENTIAL HIGH DENSITY PER CITY OF GLENWOOD SPRINGS ZONE DISTRICTS MAP EFFECTIVE JANUARY 27, 2019. SETBACKS ARE AS FOLLOWS AND SHOULD BE VERIFIED BY THE CITY OF GLENWOOD SPRINGS BEFORE CRITICAL DESIGN OR CONSTRUCTION.
FRONT 10 FEET
SIDE 5 FEET
REAR 10 FEET
- 8) PER CITY OF GLENWOOD SPRINGS MUNICIPAL CODE VERSION: FEB. 2, 2024 070.040.030(E)(3)(B)(2) NO DWELLING UNIT SHALL BE LOCATED WITHIN FIFTY (50) FEET OF ACTIVE RAILROAD RIGHT-OF-WAY.
- 9) THIS PROPERTY MAY BE SUBJECT TO A WATER LINE EASEMENT. CITY WATERLINE 2 WAS NOTED AS CROSSING THIS PROPERTY ON PAGE 18 OF COLORADO DEPARTMENT OF HIGHWAYS PLAN AND PROFILE OF PROPOSED COMB. FEDERAL AID PROJECT NO. F001-1(6) & F 001-2 (6) STATE HIGHWAY NO. 4 REV. DATE 09-01-54-S.W.Z. NO EVIDENCE THAT WATERLINE WAS FOUND ON SITE AT THE TIME OF SURVEY.

SURVEY REFERENCE MATERIAL

1. WISCH SUBDIVISION NO. 1, RECORDED AS RECEPTION NO. 451656, FINAL PLAT WISCH TOWNHOMES LOTS 1 & 2, RECORDED SEPTEMBER 12, 1996 AS RECEPTION NO. 498318 AND DEED RECORDED OCTOBER 29, 1981 AS RECEPTION NO. 320825.
2. COLORADO DEPARTMENT OF HIGHWAYS PLAN AND PROFILE OF PROPOSED COMB. FEDERAL AID PROJECT NO. F001-1(6) & F 001-2 (6) STATE HIGHWAY NO. 4 REV. DATE 09-01-54-S.W.Z.
3. BOUNDARY SURVEY 602 COWDIN DRIVE, PERFORMED BY GAMBA ENGINEERING AND SURVEY DATED JULY 11, 2021 PROJECT NO. 21526.
4. IMPROVEMENT LOCATION CERTIFICATE 623 OVERLIN DRIVE, PERFORMED BY HIGH COUNTRY ENGINEERING DATED OCTOBER 28, 2019 PROJECT NO. 2191712.

SURVEYOR'S NOTE

619 OVERLIN DRIVE, GLENWOOD SPRINGS, CO, SHOWN AS ONE PARCEL PER GARFIELD COUNTY ASSESSOR, AS TAX PARCEL (218509200013).
PER THE FOLLOWING DOCUMENTS RECORDED IN THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE IT CONSISTS OF TWO PARCELS, PARCEL "A" AND PARCEL "B" AS NOTED BELOW.

THIS PROPERTY ORIGINATES FROM TWO PARENTING PARCELS OF LAND.
PARCEL A - WESTERLY LOT SHOWN ON THIS SURVEY, DEED OF WHICH WAS RECORDED SEPTEMBER 11, 1972 AS RECEPTION NO. 255232, WAS SUBDIVIDED INTO TWO PARCELS, THE PROPERTY SHOWN HEREON BEING THE EASTERLY PARCEL OF THOSE TWO PARCELS. RECEPTION NO. 247775 IS EXCEPTED OUT OF PARCEL "A" CREATING WHAT IS NOW KNOWN AS WISCH TOWNHOMES. DEED OF NOTE FOR THESE PARCELS WAS RECORDED OCTOBER 29, 1981 AS RECEPTION NO. 320823. IN SAID DOCUMENT, A CALL WAS CHANGED FROM AN ORIGINAL CALL PER RECEPTION NO. 247775 OF N02° 31' 59" W A DISTANCE OF 216.91', TO A CALL OF S00°19'47" W A DISTANCE OF 195.97' AT A NO. 5 REBAR, 18" LONG, WITH AN ALUMINUM CAP L.S. NO. 15710. THE CORNERS ALONG THE NORTH BOUNDARY WERE FOUND DURING THIS SURVEY AND ACCEPTED. THE CALL TO THE TIE WAS UPDATED.

PARCEL B - EASTERLY LOT SHOWN ON THIS SURVEY, DEED OF WHICH WAS RECORDED JAN 18, 1960 AS RECEPTION NO. 208095, WAS SUBDIVIDED INTO THREE PARCELS, THE PROPERTY SHOWN HEREON BEING THE WESTERLY PARCEL OF THOSE THREE PARCELS. NOTE: SAID DEED HAS A LARGE ERROR OF CLOSURE AS SHOWN IN PARCEL DIAGRAM.

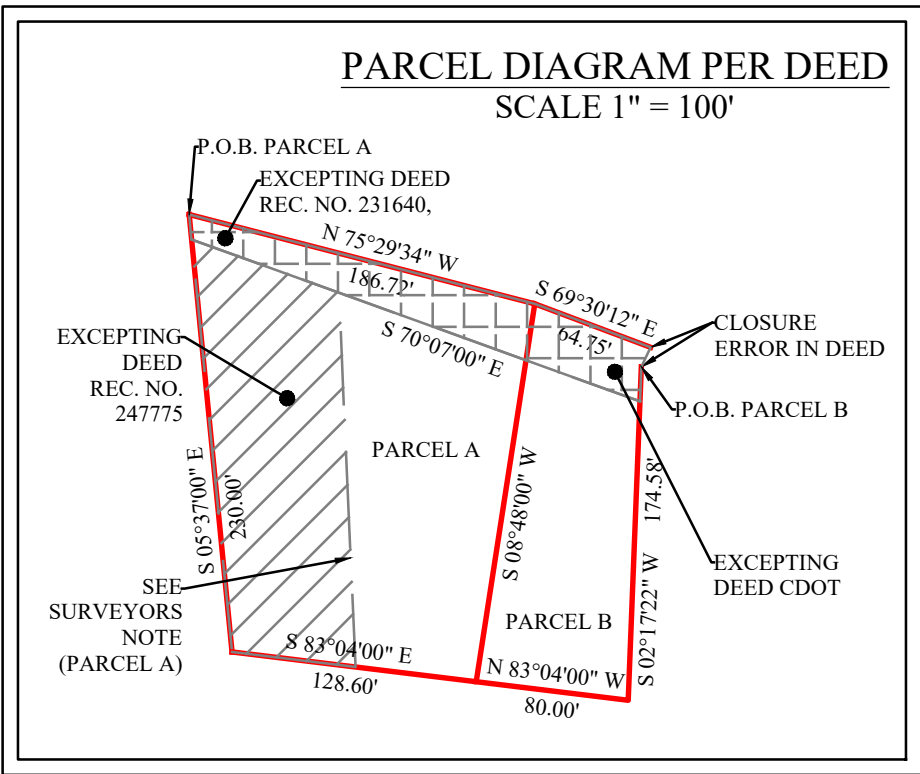
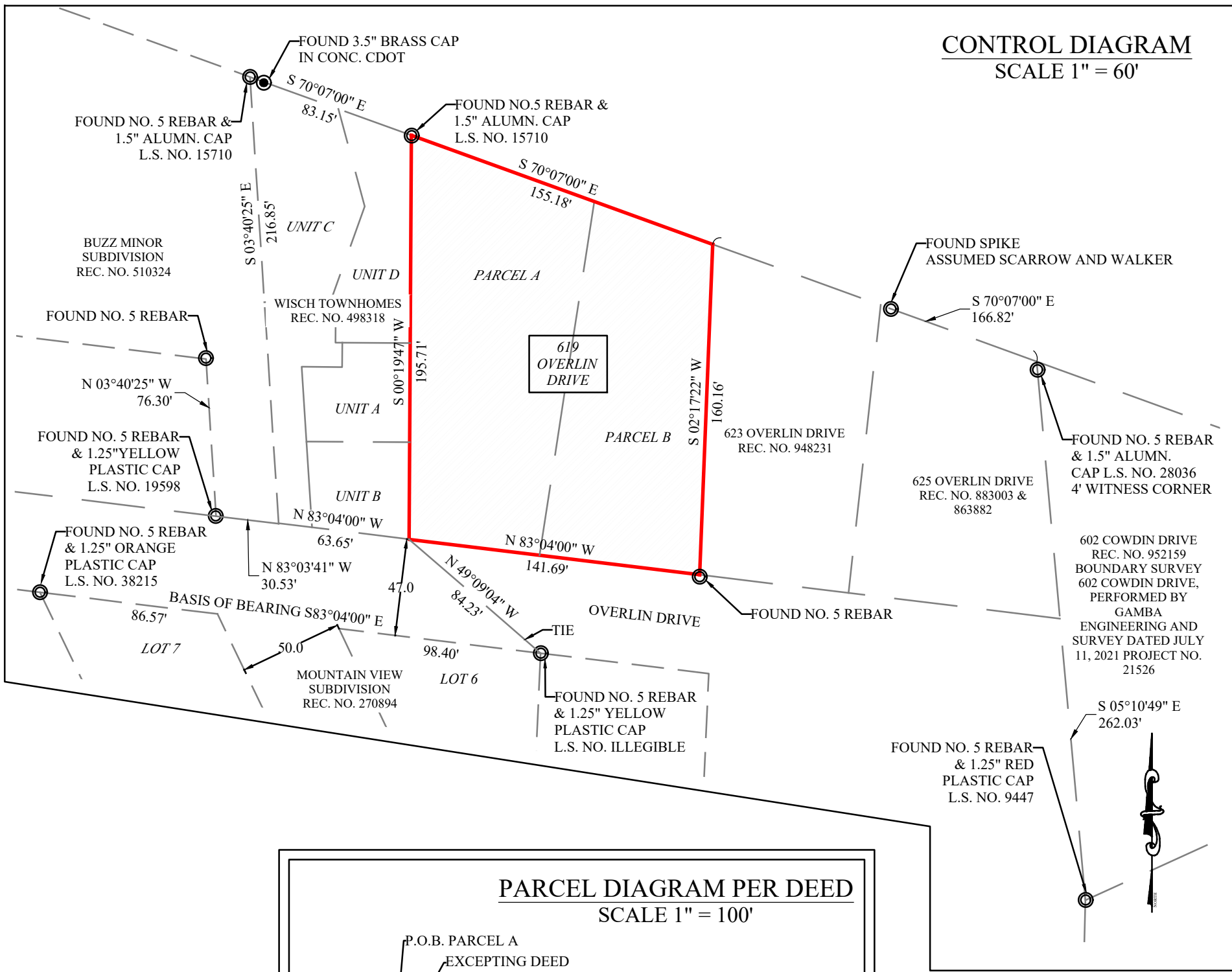
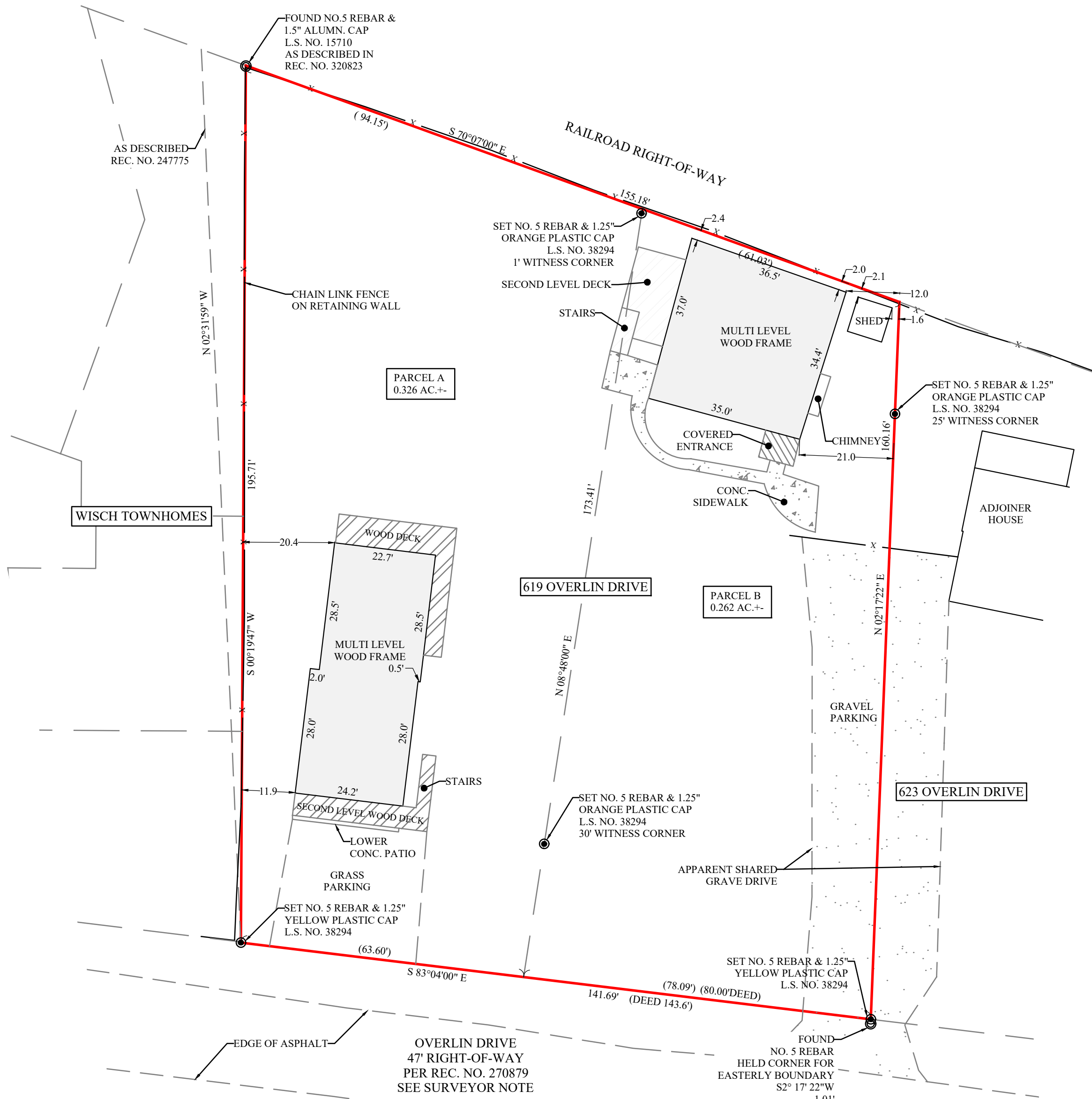
OVERLIN DRIVE 47' RIGHT-OF-WAY
SEVERAL PLATS OF NEIGHBORING PARCELS TO THE WEST SHOW THAT OVERLIN DRIVE IS A 50' RIGHT-OF-WAY. PER QUIT CLAIM DEED RECORDED JANUARY 7, 1976 AT RECEPTION NO. 270879, THE EAST-WEST RUNNING RIGHT-OF-WAY IS 47' AND THE NORTH-SOUTH RUNNING RIGHT-OF-WAY IS 50'.

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

IMPROVEMENT SURVEY PLAT

619 OVERLIN DRIVE

A TRACT OF LAND SITUATED IN THE SE1/4,NW1/4 OF SECTION 9,
TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF GLENWOOD SPRINGS, COUNTY OF GARFIELD, STATE OF COLORADO



IMPROVEMENT SURVEY STATEMENT

I HEREBY STATE THAT THIS IMPROVEMENT SURVEY WAS PREPARED BY DRAKE CONSULTING, INC. FOR 619 OVERLIN DRIVE, LLC, THE ESTATE OF ROSIE B. FERRIN & TITLE COMPANY OF THE ROCKIES.

I FURTHER STATE THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, APRIL 29, 2024, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED. I FURTHER STATE THAT I HAVE EXAMINED THE TITLE COMMITMENT PREPARED BY TITLE COMPANY OF THE ROCKIES, COMMITMENT NO. 0604617-C6, EFFECTIVE DATE APRIL 12, 2024, AND FIND ALL EXCEPTIONS TO TITLE THAT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON TO THE BEST OF MY KNOWLEDGE AND BELIEF.

TRAVIS J. KAISER,
COLORADO P.L.S. NO. 38294
FOR, AND ON BEHALF OF DRAKE CONSULTING, INC.



PROPERTY DESCRIPTION

PER TITLE COMMITMENT NO. 0604617-C6

PARCEL A:

A TRACT OF LAND SITUATED IN THE SE 1/4 NW 1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE 6TH P.M. AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BANK OF THE COLORADO RIVER WHENCE THE SOUTHWEST CORNER OF SAID SE1/4NW1/4 BEARS S. 29°42' W. 698.6 FEET; THENCE S. 5°37' E. 230 FEET; THENCE S. 83°04' E. 128.6 FEET; THENCE N. 8°48' E. 200 FEET TO THE SOUTHERLY BANK OF THE COLORADO RIVER AND THENCE NORTHERLY AND WESTERLY ALONG THE SOUTHERLY BANK OF THE COLORADO RIVER TO THE POINT OF BEGINNING, LESS ALL THAT PORTION THEREOF HERETOFORE CONVEYED BY QUIT CLAIM DEED RECORDED AS DOCUMENT NO. 247775 IN BOOK 414 AT PAGE 135. EXCEPT ALL PORTIONS THEREOF HERETOFORE CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, IN DEED RECORDED AS DOCUMENT NO. 231640 IN BOOK 369 AT PAGE 490.

PARCEL B:

A PARCEL OF LAND IN THE CITY OF GLENWOOD SPRINGS, COLORADO, BEING SITUATED IN THE SE1/4NW1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE 6TH P.M., LYING SOUTHERLY OF THE COLORADO RIVER AND NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF A ROADWAY AS CONSTRUCTED AND IN PLACE, SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BANK OF THE COLORADO RIVER WHENCE THE SOUTHWEST CORNER OF SAID SE1/4NW1/4 BEARS S. 69°30'12" E. 159.00 FEET AND S. 57°25'00" W. 878.90 FEET; THENCE S. 02°17'22" W. 174.58 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ROADWAY; THENCE N. 83°04'00" W. 80.00 FEET ALONG SAID ROADWAY; THENCE N. 08°48'00" E. 200.00 FEET TO A POINT ON THE SOUTHERLY BANK OF SAID RIVER; THENCE S. 69°30'12" E. 64.75 FEET ALONG THE SOUTHERLY BANK OF SAID RIVER, TO THE POINT OF BEGINNING. EXCEPT ALL PORTIONS THEREOF HERETOFORE CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, IN DEED RECORDED AS DOCUMENT NO. 231640 IN BOOK 369 AT PAGE 490.

COUNTY OF GARFIELD,
STATE OF COLORADO.

ABBREVIATION	
LS	LICENSED SURVEYOR
NO.	NUMBER
ALUMN.	ALUMINUM
AC	ACRE
(TYP)	TYPICAL
CONC.	CONCRETE
REC.	RECEPTION

Drake Consulting, Inc.

Land Surveying
PO Box 709 Rifle, CO 81650
Phone 970-987-1389
www.DrakeConsulting.CO

Drawn By:	NO.	Date	Revision	By	Project NO.
TJK					24021
Checked By:					
TJK					
Date:					
MAY 13, 2024					
Computer File:					
CAD/24/021.DWG					
619 OVERLIN DRIVE, LLC 619 OVERLIN DRIVE, GLENWOOD SPRINGS IMPROVEMENT SURVEY PLAT					1 OF 1

PROOF OF PUBLIC NOTICE

I hereby affirm that Public Notice requirements of the Municipal Code of Glenwood Springs have been met for the Public Hearing before the

Planning and Zoning Commission

(Planning and Zoning Commission or City Council)

to be held on December 17th, 2024.

Attached are:

1. Notarized Proof of Publication from the Glenwood Springs Post Independent.

Dates Published: 12/4/24 and 12/11/24

2. A list of names and addresses of owners of record of all property within 300 feet of the subject property.

Date mailed: 12/2/24

The property was posted with a sign or signs meeting the specifications of the City of Glenwood Springs Community Development Department.

Date posted: 12/4/24

Name: Roger Giard
Applicant

Date: 11/11/24

Subscribed and sworn to before me, a notary public in and for the County of

Bartfield, State of Colorado, this 11 day of
December 2024, A.D.

Witness my hand and official seal

(SEAL)

Ivette Salazar
Notary Public

My commission expires: 5/22/2028

IVETTE SALAZAR NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20244019649 MY COMMISSION EXPIRES 05/22/2028



Legal Notices

MONDAY-FRIDAY 8:00AM TO 4:00PM
970.777.3126
LEGALS@POSTINDEPENDENT.COM



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
DECEMBER 5, 2024
101 W. 8th STREET
6:15 p.m.

The agenda is subject to change, including the addition of items 24 hours in advance or the deletion of items at any time. The order and times of agenda items listed are approximate and intended as a guideline for the City Council.

ATTENTION: To ensure your written comments are included in the City Council packet, public comments must be received by 4 p.m. on the day before City Council meetings. Comments may be submitted to caryn.muse@co.gs.us. Written comments may be submitted after this deadline and will be shared via email to City Council but are not guaranteed to make it into the meeting packet. Submit comments at any time directly to City Council via email at citycouncil@co.gs.us.

ZOOM INSTRUCTIONS

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/92273174711>

Or One tap mobile :
+1719594580, 8227317471# US
+1669906833, 8227317471# US (San Jose)
Or Telephone:
Dial for higher quality, dial a number based on your current location):
+1 719 594 5800 US +1 669 900 6833 US +1 253 205 0468 US +1 312 626 6799 US

Webinar ID: 822 7317 4711
International numbers available: <https://us02web.zoom.us/j/kcv6v52jwz>

REGULAR SESSION

- | | |
|--|--------------------------|
| 1. Roll Call | |
| 2. Agenda Changes & Conflicts | |
| 3. Council Announcements | |
| 4. Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes) | |
| 5. Council Response to Citizen Comments | |
| 6. Consent Agenda | Discussion and/or Action |
| A. Ordinance 2024-27; Fixing and Certifying Mill Levy for General Improvement District, Second Reading | |
| B. Ordinance 2024-26; Fixing and Certifying Mill Levy for the City, Second Reading | |
| C. Ordinance 2024-22; Animal Impound Policy, Second Reading | |
| D. Resolution 2024-39; Support Colorado Department of Local Affairs (DOLA) Grant for Blake Avenue Phase 2 | |
| E. 7 party Memorandum of Understanding regarding meals and transportation for senior and disabled citizens | |
| F. November 21, 2024 Council Minutes | |
| 7. Proclamation Honoring Judge Maurer | Presentation |
| 8. Swear in Matthew Simms to the At-Large Council Seat | Presentation |
| 9. West Mountain Regional Housing Coalition | Discussion and/or Action |
| 10. Uinta Railroad Update | Information/Discussion |
| 11. Resolution 2024-38; Adoption of the Strategic Communications Plan | Discussion and/or Action |
| 12. South Bridge Update | Information/Discussion |
| 13. Resolution 2024-37; Water and Sewer Rate Changes | Discussion and/or Action |
| 14. Report from City Administration | |
| A. City Manager | |
| B. City Attorney | |
| C. Correspondence Incoming/Outgoing | |
| 15. Council Comments | |
| 16. Council Social Event Location | Information |
| 17. Adjournment | |

View the City of Glenwood Springs Accessibility Policy at co.gs.us/ADA. - Ver el Póliza de Accesibilidad de la Ciudad de Glenwood Springs en www.co.gs.us/ADA

PUBLISHED IN THE GLENWOOD SPRINGS POST INDEPENDENT ON WEDNESDAY, DECEMBER 4, 2024.

PUBLIC NOTICE OF PETITION FOR CHANGE OF NAME

Case No. 24C135

Public Notice is given on December 2, 2024, that a Petition for a Change of Name of an Adult has been filed with the Garfield County Court.

The Petition requests that the name of:

Cara Rene Pittman

First Name Middle Name Last Name

be changed to

Cara Rene Smith

First Name Middle Name Last Name

Dawn Reddel
Clerk of Court

PUBLISHED IN THE GLENWOOD SPRINGS POST INDEPENDENT ON WEDNESDAY, DECEMBER 4, 2024, AND WEDNESDAY, DECEMBER 18, 2024.



LEGAL & PUBLIC NOTICES

PUBLIC NOTICE OF AVAILABILITY

The United States Department of Agriculture Natural Resources Conservation Service (NRCS) and project sponsor, the Silt Water Conservancy District (SWCD), announce the availability of the **Draft Watershed Plan and Environmental Assessment (Plan-EA)** for the **Silt Water Conservancy District Project** in Garfield County, Colorado. You are invited to **attend a public meeting** where project information will be provided, and comments collected for the Project. Interested parties may voice their comments, ideas, and concerns to NRCS (lead Federal agency) and Project Sponsor during this meeting.

DRAFT PLAN-EA MEETING

When: December 19, 2024 – Thursday
5:30 PM to 6:30 PM
Where: Silt Branch Library (in person)
680 Home St
Silt CO, 81652

Use the project website link below to obtain instructions for participating virtually or by telephone.

An electronic copy of the Draft Plan-EA can be downloaded from the Project Website:

<https://www.nrcs.usda.gov/programs/initiatives/watershed-programs/colorado/watershed-programs-colorado>

A hard copy of the Draft Plan-EA is also available at the following locations:

Silt Branch Library
680 Home St
Silt, CO 81652

SWCD Office
120 S 7th St
Silt, CO 81652

NRCS invites you to submit comments anytime during the open comment period **starting December 4, 2024 and ending on January 10, 2025**. Comments may be submitted by mail, email, telephone, or in person during the Draft Plan-EA meeting. Comments and questions should be directed to Bionghia "B" Lindsay at:

By Mail: USDA Natural Resources Conservation Service
P.O. Box 25486 DFC
Denver, Colorado 80225
bionghia.lindsay@usda.gov
By Email: 719-649-1946
By Phone:

USDA is an equal opportunity provider, employer, and lender

PUBLISHED IN THE GLENWOOD SPRINGS POST INDEPENDENT ON WEDNESDAY, DECEMBER 4, 2024.

619 Overlin Drive Public Noticing

Please take notice that the Glenwood Springs Planning and Zoning Commission will conduct a public hearing to consider an application for a Minor Site and Architectural Plan and preliminary plat for an eleven-unit townhome project at 619 Overlin Drive. The townhomes will range from 724 square feet to 1024 square feet. The project is located in the residential high density zone district.

The property is located at 619 Overlin Drive Glenwood Springs CO 81601 and is legally described as Section: 9 Township: 6 Range: 88 TR 1N 32W. The applicant is 619 Overlin Drive LLC and its owners Roger Gird and Ben West.

The public hearing will be held on December 17, 2024 at 6:00 p.m. in the Council Chambers, Glenwood Springs City Hall, 101 W. 8th Street, Glenwood Springs, Colorado. Additional information on the application is available for review at the Planning Department at City Hall, 101 W. 8th Street, Glenwood Springs, Colorado 81601, or by calling (970) 384-6450.

The City of Glenwood Springs ensures meaningful access to City programs, services, and activities to comply with American Disabilities Act and reasonably provides: translation, interpretation, modifications, accommodations, alternative formats, auxiliary aids and services. To request these services, contact Bryana Starbuck, Public Information Officer, bryana.starbuck@co.gs.us or 970-309-7521

PUBLISHED IN THE GLENWOOD SPRINGS POST INDEPENDENT ON WEDNESDAY, DECEMBER 4, 2024 AND WEDNESDAY, DECEMBER 11, 2024.

NOTICE TO CREDITORS

Estate of Carol C. Cail, Deceased

CASE NUMBER: 24PR29

All persons having claims against the above named estate are required to present them to the personal representative or to District Court of Garfield County, Colorado on or before April 05 2025, or the claims may be forever barred.

Bradford Cail, Personal Representative
110 Van Dorn Drive

Glenwood Springs, CO 81601

PUBLISHED IN THE GLENWOOD SPRINGS POST INDEPENDENT ON WEDNESDAY, DECEMBER 4, 2024, WEDNESDAY, DECEMBER 11, 2024 AND WEDNESDAY, DECEMBER 18, 2024.

LEGAL NOTICE OF OPPORTUNITY TO COMMENT
USDA Forest Service
White River National Forest
Rifle Ranger District
TEP Rocky Mountain LLC and Grand River Gathering, LLC
West Mamm Creek Pipeline Project

In cooperation with the Bureau of Land Management (BLM), the USDA Forest Service (Forest Service) is conducting an analysis of the portion of the West Mamm Creek Pipeline Project (Proposed Action), which is located on the White River National Forest (WRNF) several miles south of I-70 and Rifle. The Proposed Action requests authorization from the Forest Service for TEP Rocky Mountain LLC (TEP) to install, operate, and maintain an 8-inch produced water pipeline and for Grand River Gathering, LLC (GRG) to install, operate, and maintain two 8-inch natural gas pipelines on public land in the FS Rifle Ranger District. The total length of the pipelines on National Forest System (NFS) lands would be 2.9 miles. The produced water pipeline would expand TEP's water transfer system to allow transfer of produced water for use in well completions and to deliver produced water to the water management system. The 8-inch natural gas pipelines would collect low pressure natural gas from TEP's existing pipeline system for delivery to national markets. The proposed pipelines would be installed within or adjacent to existing pipeline rights-of-way. The Responsible Official for this decision is Scott Fitzwilliams, Forest Supervisor.

A draft environmental assessment for the West Mamm Creek Pipeline Project is available by request at the Bureau of Land Management Colorado River Valley Field Office, c/o Jill Bogdanovich, 2300 River Frontage Rd, Silt, CO 81652. The document is also available on the BLM ePlanning website at <https://eplanning.blm.gov/eplanning-ui/project/2025023/510> and on the Forest Service project website at <https://www.fs.usda.gov/project/whiteriver/project-64553>. Additional information regarding this Proposed Action can also be obtained from Cary Green, USDA Forest Service Environmental Coordinator at

970-390-3234 or by e-mail at cary.green@usda.gov.

The West Mamm Creek Pipeline Project is an activity implementing a land management plan on a portion of NFS lands and therefore is subject to pre-decisional objections under subparts A and B of 36 CFR Part 218. Pursuant to 36 CFR 218.25, comments on this Proposed Action will be accepted for 30 days beginning on the first day after the date of publication of this notice published in the Glenwood Springs Post Independent, the newspaper of record. If the comment period ends on a Saturday, Sunday, or Federal holiday, comments will be accepted until the end of the next Federal working day. A timely submission will be determined as outlined in 36 CFR 218.25(a)(4). It is the responsibility of the sender to ensure timely receipt of any comments submitted.

Only individuals or entities (as defined by 36 CFR 218.2) who submit timely, specific written comments (as specified in 36 CFR 218.2) about this proposed action during this or another public comment period established by the Responsible Official will be eligible to file an objection. Other eligibility requirements are specified in 36 CFR 218.25(a) (3) and include, among other requirements, the commenter's name, postal address, title of the proposed action, and signature or other verification of identity upon request and identification of the individual or entity who authored the comment(s). All written comments received by the Responsible Official, including names and addresses of commenters shall be placed in the project file and shall become a matter of public record for this proposed action. Comments submitted anonymously will be accepted and considered; however, anonymous comments will not provide the Agency with the ability to provide the commenter with subsequent environmental documents.

Comments should be within the scope of the proposed action, have a direct relationship to the proposed action, and must include supporting reasons for the Responsible Official to consider (36 CFR 218.2).

Submit comments to the Responsible Official, Scott Fitzwilliams using methods: mail, electronically, or in person (Monday through Friday, 8:00 a.m. to 4:30 p.m., excluding holidays) to: Colorado River Valley Field Office, c/o Jill Bogdanovich, 2300 River Frontage Rd, Silt, CO 81652. Electronic comments including attachments can be submitted to the BLM ePlanning website at <https://eplanning.blm.gov/eplanning-ui/project/2025023/510>. The ePlanning notice provides information on how to submit comments or questions regarding the project. Acceptable formats for electronic comments are text or html e-mail, Adobe portable document format, and formats viewable in Microsoft Office applications.

The U.S. Department of Agriculture (USDA) is an equal opportunity provider and employer.

PUBLISHED IN THE GLENWOOD SPRINGS POST INDEPENDENT ON WEDNESDAY, DECEMBER 4, 2024.

ADVERTISEMENT REQUEST FOR PROPOSAL SUBMITTAL FOR FLEET VEHICLES FOR GARFIELD SCHOOL DISTRICT RE-2

The Garfield School District Re-2 is soliciting the submission of proposals for fleet vehicles/Garfield School District Re-2. The requested due date to receive in office is DECEMBER 10, 2024. Proposals can be obtained from the following:

Garfield School District Re-2

At: Lenord Kuper
1360 Prefontaine Ave
Rifle, CO 81650
lkuper@garfieldre2.net 970-978-1195

PUBLISHED IN THE GLENWOOD SPRINGS POST INDEPENDENT ON WEDNESDAY, NOVEMBER 20, 2024, WEDNESDAY, NOVEMBER 27, 2024 AND WEDNESDAY, DECEMBER 4, 2024.

**CALL TODAY
TO PLACE
LEGAL NOTICES**



inogen
INOGEN®
PORTABLE OXYGEN CONCENTRATORS

Call us toll-free at
1-855-597-2666

¹30-day risk-free trial- Return within 30 days of purchase for a full refund of purchase price.

PM230469 EN. EX. USA | Rx Only. © 2024 Inogen, Inc.

859 Ward Drive, Suite 200, Goleta, CA 93111

Inogen® is a trademark of Inogen, Inc. The usage of any Inogen, Inc. trademark is strictly forbidden without the prior consent of Inogen, Inc. All other trademarks are trademarks of their respective owners or holders.



Services

AFFORDABLE MONTHLY, SEASONAL AND ANNUAL PACKAGES!

VISIT POSTINDEPENDENT.COM/PLACEAD

MONDAY-FRIDAY 8:30AM TO 5:00PM 970.945.9937 CLASSIFIEDS@POSTINDEPENDENT.COM CLASSIFIEDS.POSTINDEPENDENT.COM

Decks



Rocky Mountain Builders

Offering Complete Decking Services Including:

- Railings •Composites •Demolition
- Design •Pergolas •Staircases
- Excavation •Concrete

Robert Eberle 970-846-0768
rockymtnbuilders@earthlink.net

Floors Carpet, Tile & Wood



Flooring America

FLOORING CENTER

Low Price Guaranteed. We will meet or will beat any flooring price in the state including The Home Centers

FREE ESTIMATES

1414 Grand Ave. Glenwood Springs (970) 928-Save(7283)

Painting



COLOR and Life Painting

Interior and Exterior

970-456-3897

Pressure Washing

INTERIOR STONE CLEANING, SEALING, REPAIR & RESTORATION

- *GROUT & CAULKING
- *COUNTERTOP & VANITY
- *RESURFACING & POLISH
- *MOLD, MILDEW & SOAP-SCUM
- *STONE, TILE, SHOWERS
- *CHIP REPAIR, LIMESTONE
- *MARBLE, GRANITE, SLATE
- *COLOR ENHANCING & SEALING

970-390-2773

25 YEARS OF EXPERIENCE!

COPOWERWASHANDSEAL.COM

Windows



KELLY WINDOW CLEANING

Window Cleaning from Aspen to Rifle since 1992

970-379-2308

PROMOTE YOUR BUSINESS TODAY!



SERVICE DIRECTORY

MAKE SURE YOUR MESSAGE IS SEEN WHEN THOSE WHO NEED YOUR SERVICES ARE LOOKING.



ADVERTISE IN THE SERVICE DIRECTORY TODAY!



BUILD A BUSINESS ADVERTISE TODAY!



Legal Notices

MONDAY-FRIDAY 8:00AM TO 4:00PM
970.777.3126
LEGALS@POSTINDEPENDENT.COM

PUBLIC NOTICE OF PETITION FOR CHANGE OF NAME
Case No. 24C135

Public Notice is given on December 2, 2024, that a Petition for a Change of Name of a an Adult has been filed with the Garfield County Court.

The Petition requests that the name of:

Cara Rene Pittman
First Name Middle Name Last Name

be changed to

Cara Rene Smith
First Name Middle Name Last Name

Dawn Reddel
Clerk of Court

PUBLISHED IN THE GLENWOOD SPRINGS POST INDEPENDENT ON WEDNESDAY, DECEMBER 4, 2024, WEDNESDAY, DECEMBER 11, 2024 AND WEDNESDAY, DECEMBER 18, 2024.

NOTICE TO CREDITORS
Estate of Carol C. Call, Deceased
CASE NUMBER: 24PR29

All persons having claims against the above named estate are required to present them to the person representative or to District Court of Garfield County, Colorado on or before April 05 2025, or the claims may be forever barred.

Bradford Call, Personal Representative
110 Van Dorn Drive
Glenwood Springs, CO 81601

PUBLISHED IN THE GLENWOOD SPRINGS POST INDEPENDENT ON WEDNESDAY, DECEMBER 4, 2024, WEDNESDAY, DECEMBER 11, 2024 AND WEDNESDAY, DECEMBER 18, 2024.

619 Overlin Drive Public Noticing

Please take notice that the Glenwood Springs Planning and Zoning Commission will conduct a public hearing to consider an application for a Minor Site and Architectural Plan and preliminary plat for an eleven-unit townhome project at 619 Overlin Drive. The townhomes will range from 724 square feet to 1024 square feet. The project is located in the residential high density zone district.

The property is located at 619 Overlin Drive Glenwood Springs CO 81601 and is legally described as Section: 9 Township: 6 Range: 89 TR IN SENW. The applicant is 619 Overlin Drive LLC and its owners Roger Giard and Ben West.

The public hearing will be held on December 17, 2024 at 6:00 p.m. in the Council Chambers, Glenwood Springs City Hall, 101 W. 8th Street, Glenwood Springs, Colorado. Additional information on the application is available for review at the Planning Department at City Hall, 101 W. 8th Street, Glenwood Springs, Colorado 81601, or by calling (970) 384-6450.

The City of Glenwood Springs ensures meaningful access to City programs, services, and activities to comply with American Disabilities Act and reasonably provides: translation, interpretation, modifications, accommodations, alternative formats, auxiliary aids and services. To request these services, contact Bryana Starbuck, Public Information Officer, bryana.starbuck@cogs.us or 970-309-7521

PUBLISHED IN THE GLENWOOD SPRINGS POST INDEPENDENT ON WEDNESDAY, DECEMBER 4, 2024 AND WEDNESDAY, DECEMBER 11, 2024.

NOTICE OF SUPPLEMENTAL BUDGET

Notice is hereby given that a proposed supplemental budget for the year 2024 has been submitted to the Board of Trustees of the Town of Marble, Colorado. A copy of such proposed supplemental budget has been posted on the Town website and on the bulletin

board in front of The Hub, located at 105 W. Main St., Marble, Colorado, 81623, where the same is available for public inspection. The date, time, and location of the hearing at which the adoption of the proposed budgets will be considered are as follows: **December 12, 2024, at 6:00 p.m., at the Marble Community Church, 121 W. State St., Marble, Colorado, 81623.** Any interested elector of the Town of Marble may inspect the proposed budgets and file or register any objections thereto at any time prior to the final adoption of the budgets by the Board of Trustees.

Ron Leach
Town Clerk

PUBLISHED IN THE GLENWOOD SPRINGS POST INDEPENDENT ON WEDNESDAY, DECEMBER 11, 2024.

PUBLIC NOTICE OF PETITION FOR CHANGE OF NAME
Case No. 14DR270

Public Notice is given on December 3 2024 that a Petition for a Change of Name of a Minor Child has been filed with the Garfield County Court.

The Petition requests that the name of:

Andrew Kirk Simmons
First Name Middle Name Last Name
be changed to
Andrew Thomas Kotelnicki
First Name Middle Name Last Name

Dawn Reddel
Clerk of Court

PUBLISHED IN THE GLENWOOD SPRINGS POST INDEPENDENT ON WEDNESDAY, DECEMBER 11, 2024, WEDNESDAY, DECEMBER 18, 2024 AND MONDAY, DECEMBER 23, 2024.

Please take notice that the Glenwood Springs Planning & Zoning Commission and the Glenwood Springs City Council will conduct public hearings to consider an application for 1041 Review and Location & Extent Review to permit the construction of a transit center, administration building, and maintenance building. The property on which these improvements will be located is 2307 Wulfsohn Road in the City of Glenwood Springs, Colorado. The application is submitted by DHM Design Corporation and the property is owned by the Roaring Fork Transportation Authority. The public hearings will be held on December 17, 2024, and January 16, 2025, at 6:00pm in the Council Chambers, Glenwood Springs City Hall, 101 W. 8th Street, Glenwood Springs, Colorado. Additional information on the application is available for review at the Community Development Department at City Hall, or by calling 970-384-6450.

PUBLISHED IN THE GLENWOOD SPRINGS POST INDEPENDENT ON WEDNESDAY, NOVEMBER 6, 2024 AND WEDNESDAY, DECEMBER 11, 2024.

NOTICE OF FINAL SETTLEMENT
CITY OF GLENWOOD SPRINGS
Project: 2023-11P Three Mile Creek Confluence Project

To All Interested Persons:

You and each of you PLEASE TAKE NOTICE that the final settlement of the City of Glenwood Springs, Public Works Department, 101 W. 8th Street, Glenwood Springs, Colorado, Project: Three Mile Creek Confluence Project, under contract to Frontier Environmental Services, LLC dba Frontier Environmental Services will be at 5:00 p.m. on the 3rd day of January, 2025.

Any person, copartnership, association of persons, company, or corporation that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such contractor or his or her subcontractor in or about the performance of the work contracted to be done or that supplies laborers, rental machinery,

tools, or equipment to the extent used in the prosecution of the work whose claim therefor has not been paid by the contractor or the subcontractor, at any time up to and including the time of final settlement for the work contracted to be done, may file a claim with the City of Glenwood Springs by delivering such claims to the City Clerk at City Hall, 101 W. 8th Street, Glenwood Springs, Colorado 81601 to be received no later than the above stated time and date OR SUCH CLAIM SHALL BE FOREVER BARRED.

Dated December 11th, 2024

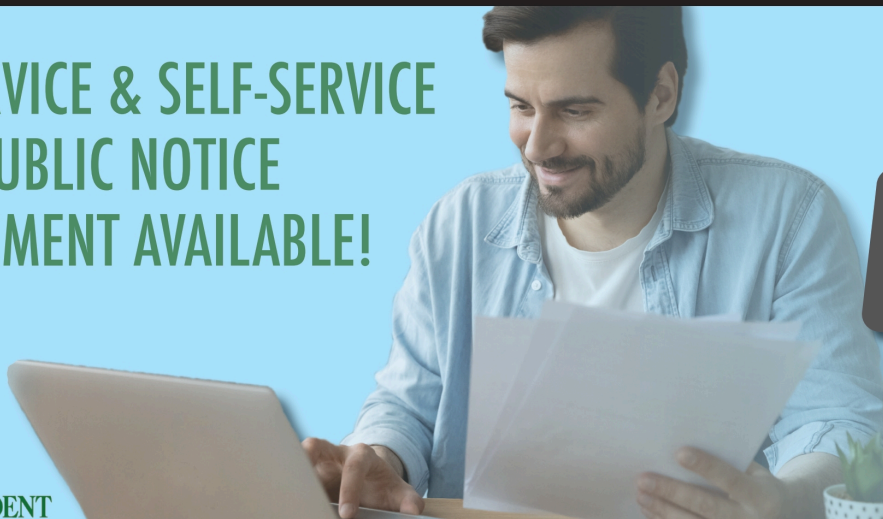
Ryan M. Muse
City Clerk

PUBLISHED IN THE GLENWOOD SPRINGS POST INDEPENDENT ON WEDNESDAY, DECEMBER 11, 2024 AND MONDAY, DECEMBER 23, 2024.

CALL TODAY TO PLACE LEGAL NOTICES



FULL SERVICE & SELF-SERVICE PUBLIC NOTICE PLACEMENT AVAILABLE!



POSTINDEPENDENT

glenwood.column.us/place

legals@cmnm.org

970-777-3126

619 Overlin Drive Public Noticing

Please take notice that the Glenwood Springs Planning and Zoning Commission will conduct a public hearing to consider an application for a minor subdivision and preliminary plat for an eleven-unit townhome project at 619 Overlin Drive. The townhomes will range from 724 square feet to 1024 square feet. The project is located in the residential high density zone district and no variances will be requested as part of this application.

The property is located at 619 Overlin Drive Glenwood Springs CO 81601 and is legally described as Section: 9 Township: 6 Range: 89 TR IN SENW. The applicant is 619 Overlin Drive LLC and its owners Roger Giard and Ben West. The legal

The public hearing will be held on December 17, 2024 at 6:00 p.m. in the Council Chambers, Glenwood Springs City Hall, 101 W. 8 th Street, Glenwood Springs, Colorado. Additional information on the application is available for review at the Planning Department at City Hall, 101 W. 8 th Street, Glenwood Springs, Colorado 81601, or by calling (970) 384-6411.

Garfield County, CO

Property Results

34 Results

[Click to Show Property Photos](#)

Account Number ↕	Owner ↕	Property Address ↕	City ↕	Map
R031572	 FRAZIER, JOHN KENNETH & JACK	720 OVERLIN DR	GLENWOOD SPRINGS	Map
R031628	 EICHER, MARGOT H	621 DAVIS DR	GLENWOOD SPRINGS	Map
R031632	 619 OVERLIN DRIVE LLC	619 OVERLIN DR #621	GLENWOOD SPRINGS	Map
R031640	 RAYNEBOW LLC	704 OVERLIN DR	GLENWOOD SPRINGS	Map
R043066	 CRUZ DEL CID, JOSE LUIS	106 WHITE HORSE PL	GLENWOOD SPRINGS	Map
R043067	 WARD, BRYAN	108 WHITE HORSE PL	GLENWOOD SPRINGS	Map
R043068	 POPISH, DOMINIC L	110 WHITE HORSE PL	GLENWOOD SPRINGS	Map
R043083	 OVERLIN PARK TOWNHOMES ASSOCIATION	0	GLENWOOD SPRINGS	Map
R045543	 MOUNTAIN VIEW CONDOMINIUMS HOA	0	GLENWOOD SPRINGS	Map
R045559	 MOUNTAIN VIEW CONDOMINIUMS HOA	0	GLENWOOD SPRINGS	Map
R045560	 MOUNTAIN VIEW CONDOMINIUMS HOA	0	GLENWOOD SPRINGS	Map
R045561	 MOUNTAIN VIEW CONDOMINIUMS HOA	0	GLENWOOD SPRINGS	Map
R045562	 MOUNTAIN VIEW CONDOMINIUMS HOA	0	GLENWOOD SPRINGS	Map
R045731	 SMITH CONDO HOA	0	GLENWOOD SPRINGS	Map
R084921	 WISCH TOWNHOMES ASSOCIATION INC	0	GLENWOOD SPRINGS	Map
R311571	 SUNDEEN, GENTIANA & JONATHAN	708 OVERLIN DR	GLENWOOD SPRINGS	Map
R311572	 RICHMOND, JAMES A & GREENWOOD, KAREN M	703 OVERLIN DR	GLENWOOD SPRINGS	Map
R311584	 TREJO SORTO, VILMA J	613 COWDIN DR	GLENWOOD SPRINGS	Map
R311588	 PRESENT TENSE LLC	602 COWDIN DR	GLENWOOD SPRINGS	Map
R311854	 GROSJEAN IRREVOCABLE CHARITABLE REMAINDER	602 OVERLIN DR	GLENWOOD SPRINGS	Map
R311882	 KLM PROPERTIES, INC	0	GLENWOOD SPRINGS	Map
R311936	 GLENWOOD SPRINGS, CITY OF	0	GLENWOOD SPRINGS	Map
R312119	 KING, SCOTT & LOGAN, JENNIFER MAUREEN	712 OVERLIN DR	GLENWOOD SPRINGS	Map
R312120	 JEPSEN, NIELS & SMITH, VICTORIA	716 OVERLIN DR	GLENWOOD SPRINGS	Map
R312312	 FOCKLER, DAVID E & SHIRLEY A	601 COWDIN DR	GLENWOOD SPRINGS	Map
R312313	 PARSONS, MICHAEL EDWARD	609 COWDIN DR	GLENWOOD SPRINGS	Map
R312316	 DE LA CRUZ MARTINEZ, GILDARDO	623 OVERLIN DR	GLENWOOD SPRINGS	Map
R312317	 HADLAND, JARRID & HEATHER E	625 OVERLIN DR	GLENWOOD SPRINGS	Map
R312432	 CAMPBELL, ANDREW	675 OVERLIN DR	GLENWOOD SPRINGS	Map
R312433	 PEAK ONE PROPERTIES AND INVESTMENTS LLC	673 OVERLIN DR	GLENWOOD SPRINGS	Map
R312434	 SCHLICHER, MICHAEL DOUGLAS & CARTER, ALE	679 OVERLIN DR	GLENWOOD SPRINGS	Map
R312435	 STOCKING, STEPHANIE	677 OVERLIN DR	GLENWOOD SPRINGS	Map
R312447	 KANZER, DAVID A	707 OVERLIN DR	GLENWOOD SPRINGS	Map
R312448	 PHAN, MATTHEW H	715 OVERLIN DR	GLENWOOD SPRINGS	Map

The Garfield County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. Data is subject to constant change and its accuracy and completeness cannot be guaranteed.
[User Privacy Policy](#) | [GDPR Privacy Notice](#)
 Last Data Upload: 10/8/2024, 1:25:46 AM

[Contact Us](#)

Developed by
 **SCHNEIDER**
 GEOSPATIAL

Emery Ellingson

From: Shirley Fockler <shirleyafockler@gmail.com>
Sent: Monday, December 16, 2024 3:05 PM
To: Emery Ellingson
Subject: 619 Overlin

You don't often get email from shirleyafockler@gmail.com. [Learn why this is important](#)

We are writing to express our concerns regarding the 619 Overlin Development

While we realize we live in a high density neighborhood, we strongly feel this neighborhood can not support a development of this size or continued development. This neighborhood has very narrow streets and inadequate parking. Especially since the City forced overflow parking from Davis Drive to Overlin. This overflow parking has been a nightmare for us. We had to practically beg to get inadequate signage at best in addition to any maintenance of this parking. The City sent out a notification of your new parking "rules" with very little follow through or enforcement. In addition to parking issues the speed limit is not enforced. Even though there have been radar devices I do not feel this has been adequate for the traffic on Cowdin and Overlin. Please refer to the notice sent out by the City, dated September 7, 2022. Where is the City going to force the overflow parking from this development?

What guarantees can the City or Developer promise that we will not be forced to endure more parking issues and speeding issues? It is my understanding that each unit has 1.5 parking units. This is nonsense at best. We all know that each unit should have at least 2 parking units per bedroom. It is a known fact that multiple families live in what is designed as a single family unit. To act like you are not aware of this is more or less putting your head in the sand, or maybe you are just thankful it's not in your backyard. Is there anything that can be done to ensure there is only one family per

unit? I am curious if this proposed development will block the view of the beloved Flat Tops?

Do you as representatives of us, citizens of Glenwood Springs, have any idea what you are doing to the single family units in this neighborhood? We have lived in our home for over 30 years. We are not happy with what is being forced on us with the zoning of this area. You are allowing the integrity of the neighborhood to go down the drain by packing more people into an area that is already at its max.

With all the housing that you have approved do you really think this development is best for this area? Look at the developments by WalMart, 6 Canyons, the huge development at Target. And not to mention the hideous building, by the Catholic Charities, at the Sunlight Bridge. You can not build yourself out of a recession. I would be curious what the vacancy rate of these residential buildings are?

I do find it sad, but not surprising, that the developer in the mailings neglected to provide contact information for themselves. In addition the first meeting that we were made aware of was on a Friday morning at 8:30 am. Seems to me that they were hoping to not get any resistance or pushback from homeowners,

While I would like to attend this meeting in person I am unable to due to the fact I have covid, not to mention, the stress this will put on me. I did speak with Emery Ellingson on the phone, hopefully he can also share our conversation with you and convey the tone and emotion of the conversation. We respectfully ask that you seriously consider the negative impacts this development will have on this neighborhood and our home.

Sincerely,

Shirley & Dave Fockler

From: [KAREN Greenwood](#)
To: [Hannah Klausman](#)
Subject: For Planning and Zoning Commissioners meeting packets regarding 619 Overlin Drive proposal
Date: Monday, December 16, 2024 5:09:09 PM

You don't often get email from jimkaren21@msn.com. [Learn why this is important](#)

To the Planning and Zoning Commissioners,

I am writing to beg of you to deny the development as proposed of 619 Overlin Drive in Glenwood Springs at this week's meeting.

The developer and realtor want to put 11 townhomes and 22 parking spaces in a .533 acre space (that currently has two small houses on it).

Among the many reasons why I and others are opposed to this immensely dense proposal, is what is already an unsafe issue for our neighborhood which is parking. The city has denied many residents of Davis Drive for parking on their own street and has pushed many of those vehicles to park haphazardly onto Overlin Drive and Cowdin Drive. If this development allows 2 vehicles per unit as you must know is the automobile-reality we live in, then I worry about where guests of these units will park. When Habitat pushed through their development on 8th and Midland to exit onto Cowdin, the chief of police commented on how the parking in this neighborhood is already a problem. Adding 22 more vehicles to this already over-saturated area is unsafe for any emergency vehicle to enter or residents of this neighborhood to exit if necessary.

Additionally, when White Horse Place was developed, the city was especially concerned about the sound from the train being so close to the development. City measured the decibels several times and reported that it was unsafely loud. This developer of the proposed 619 Overlin project, at the meeting for the public, had not heard of such an issue. So what does that mean?

Lastly, for now, I am concerned about how this over-dense proposal may be up to code (according to the developer) and that he is allowed this for his investment. My question and plea to you all is even though he CAN according to code, the bigger question is if it SHOULD be allowed to proceed. It's too big, too dense, and too unsafe. Please deny this developer's proposal.

Respectfully,
Karen M. Greenwood
703 Overlin Dr.

- **Commission Question:** Question how parking would be managed and how it would meet parking demands of the development. **Applicant response:** Applicant confirmed they were meeting minimum parking requirements for development per standards of the Code. They also discussed that parking management could be addressed with the HOA. Applicant acknowledged that parking is a concern in the neighborhood and that there could be assigned parking within the property for the units.
- **Commission Question:** Question if the development would be modular or stick built **Applicant response:** Applicant explained that initial idea was to utilize modular housing but that after further review, applicant has decided to stick build the proposed buildings.
- **Commission Question:** Question if applicant had made considerations for sound transmission between the units to minimize noise from railroad and neighboring units. **Applicant response:** Applicant explained that they have considered sound transmission and that the constructed units would have some form of sound protection in the construction.
- **Commission Question:** Question on common open space requirements and if it needed to be passive or active. **Applicant response:** Staff confirmed that the area could be open to passive recreation and/or active.
- **Commission Question:** Question on public noticing and notes from pre-neighborhood application meeting. Specifically, asking why the minutes from the pre-application meeting read that there were 26 parking spaces. Additional question on placement of public notice sign. **Applicant response:** Applicant explained that this was a typo in the minutes and that the proposed site plan which was shared with the neighborhood showed 20 parking spaces as required by Code. Applicant also explained that public noticing items which were done as required.

Commissioner Waller opened the item to public comment. Following members of the public provided comment:

- Laurie Chase, Glenwood Springs provided comment on the following:
 - Public notices not reaching the entire neighborhood
 - Concerns for overflow parking and the City's current parking requirement of 1.5 spaces per unit not being sufficient.
 - Concerns for increase in traffic to 8th Street, adding traffic to connection to Midland, and speed of traffic through the neighborhood.
- Jim Richmond, Glenwood Springs provided comment on the following:
 - Traffic and safety concerns regarding lack of pedestrian improvements in the neighborhood and increase in traffic from the neighborhood.
- Gary Vick, Glenwood Springs provided comment on the following:
 - Public notices not reaching the entire neighborhood, beyond the 300' required.
 - Concerns for parking and its effect on the neighborhood, particularly the current requirement for 1.5 spaces per unit as opposed to 2 spaces per unit.

Commissioner Waller closed the item for public comment.

Planning and Zoning Commission Minutes, December 17th, 2024

5. New Items

a. Planning File 36-24 Residential Minor Site and Architectural Plan and Planning File #34-24 Preliminary Plat 619 Overlin Drive

Planner Emery Ellingson presented Action Item 1: Planning File 36-24 Residential Minor Site and Architectural Plan and Action Item 1: Planning File #34-24 Preliminary Plat 614 Overlin Drive.

Staff recommend approval with findings and conditions in the staff report.

Commissioner questions, comments, and staff responses included the following:

- **Commission Question:** Question regarding the neighboring property's driveway and how the proposed development would affect access. **Staff response:** Staff provided explained that there would be approximately 12' remaining for the access of the neighboring property which was sufficient for a driveway. Staff also indicated that applicant was open to working with neighbor on what final access would look like.
- **Commission Question:** Question regarding removal of live vegetation. **Staff response:** Staff provided explained that removal of any living tree with caliper of greater than 14" would require approval by Community Development Director and Parks and Recreation Director.
- **Commission Question:** Question regarding building height **Staff response:** Staff confirmed proposed heights of buildings were 25' and 32', both of which are within height limits of the RH Residential High Density Zoning District.
- **Commission Question:** Question regarding height transition requirements **Staff response:** Staff explained the four methods for meeting height requirements and indicated that meeting this requirement was a condition of approval and that the applicant was actively working with staff to provide a design solution.
- **Commission Question:** Question regarding screening of transformer from public right of way. **Staff response:** Staff confirmed that if the transformer were to remain in the proposed location then the transformer would need to be screened with landscaping.
- **Commission Question:** Question regarding how long the area had been zoned as high-density residential zoning. **Staff response:** Staff explained that area had been zoned as high-density since at least 1998 and that existing multi-family buildings constructed in the 1970s seem to indicate the area has been zoned as high density residential for some time.
- **Commission Question:** Question regarding sidewalk fee-in-lieu option and sidewalk requirements. **Staff response:** Staff explained that Engineering preferred the sidewalk fee-in-lieu option because planning is underway for pedestrian improvements in the area.
- **Commission Question:** Question on clarification on when height transition is required and if distance from neighboring property had affect on requirement. **Staff response:** Staff explained that requirement is for adjacent properties and that distance from a smaller structure was not a factor in applying the design requirement.

- **Commission Question:** Question on how many existing multi-family developments currently exist in the neighborhood. **Staff response:** Staff did not have specific number of multi-family properties and provided broad description of neighborhood. Staff also pointed out the neighborhood was a mix of densities.
- **Commission Question:** Question on sound transmission assembly requirements for the project. **Staff response:** Staff clarified that sound transmission requirements of the International Residential Code would not apply to this project as the City has not adopted Appendix AK of the International Residential Code.
- **Commission Question:** Question on traffic study and how the numbers were calculated and if Engineering had reviewed and approved the findings **Staff response:** Staff confirmed that Engineering had reviewed and approved the findings of the traffic study and that the proposed volumes did not trigger any improvements per the City's current Engineering Standards.
- **Commission Question:** Question on parking lot illumination **Staff response:** Staff confirmed that the proposed lighting plan did not meet minimum requirements of Lighting District 2 and that a condition of approval was to revise the lighting plan to meeting the minimum parking lot illumination standards.
- **Commission Question:** Question clarifying if the units were to be modular units **Staff response:** Staff explained that applicant had indicated the homes were to be modular and that the applicant could confirm whether homes to be modular or stick built.

Applicant Comment:

- Applicants Ben West, Glenwood Springs and Roger Giard, Carbondale made a short presentation on the proposed development.

Commissioner questions, comments, and applicant responses included the following:

- **Commission Question:** Question on common open space requirement and the areas indicated on the plan and what amenities would be offered in the common open space. **Applicant response:** Applicant explained that the common open spaces would have added amenities that would meet the requirements, most likely benches or garden areas that would provide passive recreation opportunities as opposed to active recreation such as playground equipment. Applicant explained that the square footage would be provided with exact details included later. Applicant also indicated that they had been working on some design revisions specific to this requirement.
- **Commission Question:** Question on if eleven units were needed to make the project profitable and if applicant had considered removing a unit to obtain full amount of common open space without a fee-in-lieu. **Applicant response:** Applicant discussed trade off in eliminating a unit and benefits of an additional housing unit versus the amount of open space. Applicant also confirmed that they believed they could achieve the open space with the proposed site plan.

- **Commission Question:** Question how parking would be managed and how it would meet parking demands of the development. **Applicant response:** Applicant confirmed they were meeting minimum parking requirements for development per standards of the Code. They also discussed that parking management could be addressed with the HOA. Applicant acknowledged that parking is a concern in the neighborhood and that there could be assigned parking within the property for the units.
- **Commission Question:** Question if the development would be modular or stick built **Applicant response:** Applicant explained that initial idea was to utilize modular housing but that after further review, applicant has decided to stick build the proposed buildings.
- **Commission Question:** Question if applicant had made considerations for sound transmission between the units to minimize noise from railroad and neighboring units. **Applicant response:** Applicant explained that they have considered sound transmission and that the constructed units would have some form of sound protection in the construction.
- **Commission Question:** Question on common open space requirements and if it needed to be passive or active. **Applicant response:** Staff confirmed that the area could be open to passive recreation and/or active.
- **Commission Question:** Question on public noticing and notes from pre-neighborhood application meeting. Specifically, asking why the minutes from the pre-application meeting read that there were 26 parking spaces. Additional question on placement of public notice sign. **Applicant response:** Applicant explained that this was a typo in the minutes and that the proposed site plan which was shared with the neighborhood showed 20 parking spaces as required by Code. Applicant also explained that public noticing items which were done as required.

Commissioner Waller opened the item to public comment. Following members of the public provided comment:

- Laurie Chase, Glenwood Springs provided comment on the following:
 - Public notices not reaching the entire neighborhood
 - Concerns for overflow parking and the City's current parking requirement of 1.5 spaces per unit not being sufficient.
 - Concerns for increase in traffic to 8th Street, adding traffic to connection to Midland, and speed of traffic through the neighborhood.
- Jim Richmond, Glenwood Springs provided comment on the following:
 - Traffic and safety concerns regarding lack of pedestrian improvements in the neighborhood and increase in traffic from the neighborhood.
- Gary Vick, Glenwood Springs provided comment on the following:
 - Public notices not reaching the entire neighborhood, beyond the 300' required.
 - Concerns for parking and its effect on the neighborhood, particularly the current requirement for 1.5 spaces per unit as opposed to 2 spaces per unit.

Commissioner Waller closed the item for public comment.

Commissioner Connerton made a motion to approve Action Item 1 for Planning File #36-24 Residential Minor Site and Architectural Plan. Commissioner Cipperly seconded the motion.

Discussion after the motion included:

- Discussion of parking demands upon the neighborhood, Code requirements for parking, and management of the on-site parking spaces.
- Common open space requirements and the common open space fee-in-lieu
- How the applicant will meet the height transition design requirement on the east side of Building B.
- Clarification that approval of the Site and Architectural Plan was not approving any variances and that recommending conditions of approval for height transition, common open space, parking lot lighting, and landscaping did not constitute variance approvals.
- Inclusionary zoning requirements for the project
- Snow storage

Staff also provided additional information related to items discussed.

Roger Giard, Applicant explained to the Commission that the 26 parking spaces in the minutes was a typo and that 20 spaces was the amount described at the pre-application neighborhood meeting.

Commissioner Waller called the item to question. Motion passed unanimously with a vote of 6-0.

Commissioner Cipperly motioned for approval of Action Item 1 for Planning File #34-24 Preliminary Plat with conditions described in the staff report. Commissioner Connerton seconded the motion.

Commissioner Waller called the item to question. Motion passed unanimously with a vote of 6-0.

Planning and Zoning Commission Report

Date: December 17, 2024
To: Planning & Zoning Commission
From: Emery Ellingson, Senior Planner
Subject: Planning File 36-24 Minor Site and Architectural Plan

REQUEST	Consideration of a Residential Minor Site and Architectural Plan application for the development of eleven townhomes
APPLICANT	619 Overlin Drive, LLC
OWNER	Roger Giard and Ben West
LOCATION	619 Overlin Drive (PIN# 2185-092-00-013)
ZONE	RH Residential High Density
EXISTING USE	Residential, multifamily, four existing units
SURROUNDING LAND USES	North: Railroad Right-of-Way South: Residential East: Residential West: Residential
LOT SIZE	25,613 square feet

ACTION ITEM

Per Section 070.060.070 of the *Glenwood Springs Municipal Code* (Code), the Planning and Zoning Commission (Commission) is the recommending body for a Residential Minor Site and Architectural Plan application and City Council is the deciding body. In reviewing a Residential Minor Site and Architectural Plan, Planning and Zoning Commission must adhere to the approval criteria outlined in *Section 070.060.050(a)(6) Approval Criteria*.

Action 1 – Residential Minor Site and Architectural Plan – to consider recommendation to City Council for approval of a Residential Minor Site and Architectural Plan for the development of eleven townhomes.

Staff recommendation: *Staff recommends a recommendation for approval with the findings and conditions on page 12 & 13.*

PROJECT SUMMARY

In October 2024, the applicant submitted a land use application for a Residential Minor Site and Architectural Plan to construct eleven townhome units in two separate buildings on the subject property. The applicant has also applied for a Preliminary Plat which to subdivide the property and create eleven individual townhome lots. The proposed units are modular units built by Fading West, a company based in Buena Vista, and range in size from 736 square feet to 1,024 square feet. Products from Fading West have been used for affordable and workforce housing projects across Colorado including Buena Vista, Eagle, Fairplay, Gunnison, Ridgeway, and Breckenridge.

BUILDING A	
Unit 1-5	1,024 square feet in size, 2 bedrooms, 1 ½ bathrooms. 512 square foot footprint
BUILDING B	
Unit 6	1,024 square feet with 550 square foot garage, 2 bedrooms, 1 ½ bathrooms. 512 square foot footprint
Unit 7	736 square feet, 2 bedrooms, 2 bathrooms. 736 square foot footprint

LOCATION AND BACKGROUND

The subject property is located at 619 Overlin Drive and is zoned Residential High Density, which allows multifamily development as a by-right use. The intent of this zoning district is to accommodate various housing types ranging from single-family detached on small lots to multifamily dwellings and is intended to transition between established neighborhoods and more intense commercial or other nonresidential districts. The existing neighborhood aligns with this description as the neighborhood is entirely residential with a mix of densities and provides a transition zone to non-residential uses to the west.



Brown = RH Residential High Density Zoning District

PROJECT ANALYSIS

The table below summarizes how the proposed project compares to Code standards.

CODE STANDARD		PROPOSED	REQUIREMENT MET
DIMENSIONAL			
Lot standard	2,250 sf per unit	11 units on a 25,613-sf lot	YES
Lot coverage	N/A	23%	YES
Building height	40'	Building A: 25' ¾" Building B: 32' 4"	YES
Setbacks			
<i>Front</i>	10'	VARIES	YES
<i>Side</i>	5'	VARIES	YES
<i>Rear</i>	10'	VARIES	YES
PARKING			
Vehicle	20 spaces	20 spaces	YES
Bicycle	3 spaces	3 spaces	YES
LANDSCAPING			
Total Landscaping	5122.6 square feet	7,800 square feet	YES
<i>Trees</i>	13	13	YES
<i>Street Trees</i>	2	2	YES
<i>Shrubs</i>	52	52	YES
<i>Perennials</i>	103	120	YES
Parking Lot Landscaping			
<i>Total Area</i>	926.9 square feet	1039.1 square feet	YES
<i>Interior Landscaping</i>	150 square feet	547.1 square feet	YES
<i>Parking Lot Trees</i>	1	1	YES
COMMON OPEN SPACE			
Total Area	5122.6 square feet	4,670 square feet	NO
ARCHITECTURAL			
Four-Sided Design	Five architectural features per elevation	Five per elevation	YES
Storage Area	Units 1-5 and 7-11 342 cubic feet	Units 1-5: 380 cubic feet	YES
		Unit 7-11: 422 cubic feet	YES
	Unit 6: 245 cubic feet	Unit 6: 251 cubic feet	YES
COMMUNITY HOUSING	2 resident occupied, 2 affordable	2 resident occupied, 2 affordable	YES

Additional analysis of aspects of the project as follows:

SETBACKS AND LOT COVERAGE

Depending on zoning district and location, the area where a building may be constructed (building envelope) may vary. Below is description of setbacks and standards as they apply to the project.

Lot Standards

The Residential High Density Zoning District (RH) requires 2,250 square feet of land area for each attached unit. An 11-unit development would require a minimum lot size of 24,750. The subject property is 25,613 square feet in size which meets the lot standard for the proposed density.

Lot Coverage

Lot coverage limits apply when infill development occurs on a parcel that shares a common lot line with at least two existing single-family homes and is located within a residential zoning district. This property only shares one lot line with an existing single-family home, so the lot coverage limits do not apply. If they coverage limits did apply, the maximum lot coverage would be 50% of the lot and would only include the building footprints. As proposed, lot coverage would be 23%.

Setbacks and Buffers

The property meets the minimum front, side, and rear setback required by this zoning district. The proposed development also complies with a required setback of 50' from the railroad right-of-way to any residential dwelling unit.

SITE LAYOUT AND BUILDING DESIGN

Section 070.040.080 Residential Site and Building Design provides standards for residential building related to building orientation, architectural elements, lot coverage, heights, and façade articulation.

Building Material

The proposed unit will utilize a mix of materials including metal and lap siding. Additional accent materials include metal roofing and some exposed concrete foundation.

Building Color

Code requires that the predominant colors on a multi-family building be earth tones to minimize visual impact. The proposed main colors are shades of gray and navy blue, which can be considered earth tones that have minimal visual impact. For multi-family buildings, white or highly reflective colors are prohibited. The use of the bright blue on the doors is limited to only doors as an accent color.

Building Orientation

Code requires that all multi-family buildings, to the maximum extent feasible, have a primary entrance oriented towards the street or internal drives. Building A is oriented facing Overlin Drive while Building B is oriented towards an internal drive.

Building Height

The maximum height for a structure in the Residential High Density is 40' which is measured from coping of a flat roof to finished grade. The proposed height of Building A is 25' and the proposed height of Building B is 32' 4" which conforms to maximum requirements.

Height Transition

In addition to maximum height limits, Code also regulates building height by requiring that any new residential building with a height that exceeds that of an adjacent dwelling by one or more stories shall provide a height transition. Unit #11 which is the easternmost unit in Building B exceeds the existing structure on the neighboring property to the east by more than 1 story.



Existing one story building on neighboring property.



Unit #11 in red, looking north

This height transition must be addressed with at least three of the following techniques:

- Stepping down building height and mass to meet height of existing neighboring home along a minimum of fifty (50) percent of the new building's length. This stepped down area must be a minimum of 10' in width and depth.
- Provide variations in the side building wall and/or roof form so that new structures have a comparable scale as neighboring homes.
- Utilizing a roof pitch and overhang like that of the neighboring structure
- Utilizing dormers and sloping roofs to accommodate upper stories.

Staff has placed meeting this requirement as a condition of approval. If City Council were to approve this application with this condition, the applicant would need to resolve this issue to receive Final Plans approval.

COMMON OPEN SPACE

Common open spaces are areas set aside for enjoyment of a development's residents, employees, or users. The amount of required common open space for multifamily dwelling units is 20% of the development site, which equates to 5,122.60 square feet of Common Open Space. The applicant has identified 4,670 square feet of common open space, some of which would need additional amenities to be amenable to active or passive recreation, which leaves the development 452 square feet short of the required amount. Code does allow for a fee-in-lieu for common open space upon City Council approval. For this project, based on the current shortfall, the fee-in-lieu would be \$2,357.06.

LANDSCAPING, SCREENING, AND FENCING

The intent for landscaping regulations is to promote developments that have aesthetic, functional, and environmentally sustainable landscapes. Landscaping can also serve as a visual buffer between neighboring uses or less visually desirable aspects of a site.

Total Landscaped Area

The Residential High Density Zoning District requires 20% of a lot to be landscaped for multifamily developments. This results in 5,122.6 square feet of required landscaping for this site. The proposed development will have 7,800 square feet of landscaping.

Water Efficient Landscape Standards

Final landscape plans submitted at time of Final Plans approval would need to meet all requirements of Water Efficient Landscape standards including selecting species from the Glenwood Springs Landscaping Species Guide and indicating hydrozone groupings.

Screening Of Transformer

Code requires that ground mounted mechanical and utility equipment that is visible from the public right-of-way shall be screened from public view by either an enclosure or by landscaping. Plans currently show the transformer with minimal screening. Meeting this requirement has been placed as a condition of approval.

Tree Removal

No existing live tree with a caliper size of 14" or greater may be removed without approval of Community Development and Parks and Recreation Director. Applicant has identified several trees with this caliper and receiving approval for removal has been added as a condition of approval.

Retaining Walls

Any retaining wall that are over 30' in length must incorporate recessions and/or projections that have a minimum wall plane change of 24". The retaining wall on the east of this property would need to include a recession and has been included as a condition of approval.

Parking Area Landscaping

Parking lot landscaping is required at the rate of 10% of the total surface parking area. Parking area includes all parking spaces and drive aisles. The total parking area is 9,269 square feet which requires 926.9 of landscaping. When counting landscaped areas on the rear of the property, landscaped strip to the east, and screening at the front, there is 1039.1 square feet of parking lot landscaping.

Interior Parking Lot Landscaping

Interior parking lot landscaping is required at rate of 10 square feet per parking space. There are 15 surface parking areas which equates to 150 square feet being required. The landscape strip at rear of property and screening area at the front exceed the 150 square feet required. These areas cannot count towards Common Open Space.

ACCESS AND CIRCULATION

This section of Code supports the creation of a highly connected transportation system within the City for all modes of transportation.

Vehicular Access

The existing property is served by two separate driveways connecting to Overlin. The eastern driveway is shared by 619 Overlin and the neighboring property at 623 Overlin. This access is informal as there is no access easement or agreement existing between the two properties. The proposed development would reduce the number of accesses to Overlin Drive and would reduce the existing width available to the neighbor. The applicant has indicated a willingness to work with the neighboring property owner to maintain a form of access in the existing location.



Existing east access, shared without easement with neighbor



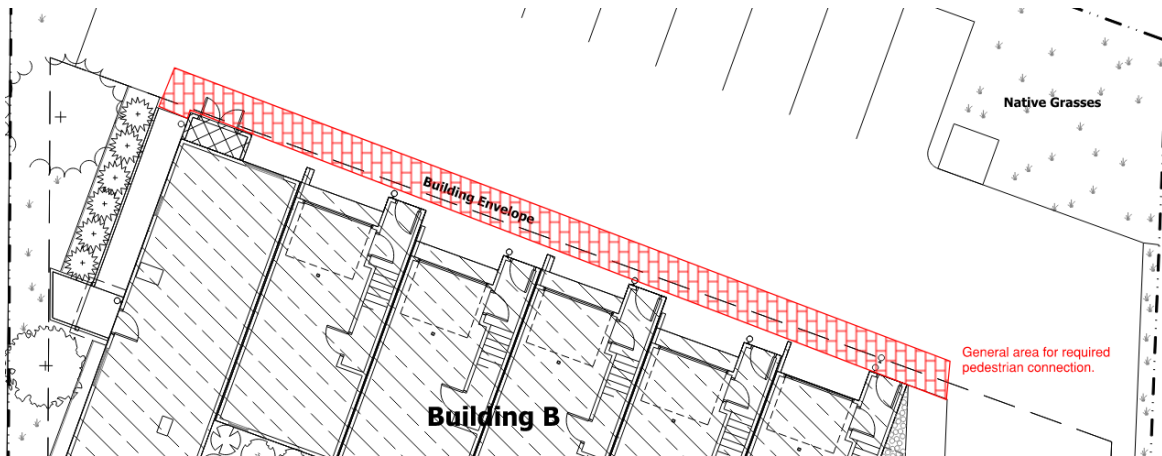
Existing west access and parking area

Sidewalk Fee-in-Lieu

Code requires new development in areas without sidewalks to install sidewalk or pay a fee-in-lieu following approval by the City Engineer. The fee-in-lieu is a preferred option because Engineering is in the process of developing a broad focused area plan for City owned right-of-way in this neighborhood. By not requiring the sidewalk, this will avoid making permanent improvements that may not align with future plans for the area. This fee is charged at the rate of \$40 per linear foot of frontage in residential zoning districts and is deposited in a specific fund which is utilized specifically for pedestrian improvements. This property has 141.69' of frontage which would equate to a fee-in-lieu of \$5,667.60.

On-Site Pedestrian Connections

Code requires multi-family developments to provide a network of walkways with a minimum width of 5' between entrances to each multi-family building on the site and public sidewalks and parking areas. The rear units in Building B lack this type of connection. This can be made by designating a walkway by changing paving materials, patterns, or color, changing paving height, decorative bollards, raised walkways, stamped concrete or distinct lighting. Staff has added this item as a condition to be met prior to Final Plans approval.



Traffic Assessment

As part of the project, the applicant is required to provide a traffic assessment. This assessment was based on the ITE Trip Generation Manual which places different trip amounts for different uses. The use was Multifamily Housing (Low Rise), and the assessment was completed using 11 units as opposed to just using 7 units which would be the net gain in units at this site. The assessment used PM Peak Hours (4-6 PM) as that resulted in more trips. The assessment estimated the development would generate 5 additional trips entering the development and 4 additional trips exiting. These traffic volumes do not trigger any intersection improvements based on the City's Engineering Standards.



Site Plan showing parking spaces, building footprints, and landscaping.

OFF STREET PARKING

Parking requirements for multifamily developments are 1.5 spaces for each unit and 1 guest parking space for each five units. In total, this development requires 20 spaces, which are provided with five spaces located within the garages for Units 7-11 and fifteen surface parking spaces.

EXTERIOR LIGHTING

This property is in Lighting District 2 which requires a minimum illumination within a parking area of 0.3 foot-candles. As shown in the lighting plan, there are areas of the parking lot which do not meet this minimum. Meeting this requirement prior to Final Plans approval has been added as a condition of approval.

COMMUNITY HOUSING

Any development creating 10 or more residential dwelling units is required to provide community housing units. These units fall into two categories: resident occupied (RO) and affordable. RO units are those required to be occupied by a qualifying resident and do not have rental/sale price limits. The affordable deed restricted units do have rental/sale price limits and cannot be rented to at prices more than 100% of AMI averaged across the units. As an 11-unit for rental development, this development is required to have 2 RO units and 2 affordable units. As indicated in the housing plan, applicant has proposed deed restricting two units to meet both categories, which is allowed. If at any point units are sold rather than rented by the applicant, the for-sale requirements will apply.

	Resident Occupied (RO)		Affordable	
For Rental	20% of units	2 units req.	20% of units	2 units required
For Sale	20% of units	2-unit req.	10% of units	1 unit required

PUBLIC ART

Any project subject to Common Open Space requirements is also required to provide public art, either through on-site artwork or a fee-in-lieu. The cost of this fee is charged at a rate equal to \$0.08 per square foot of gross floor area, excepting any deed restricted units affordable to households at 100% AMI. Based on the submitted housing plan, the estimated public art fee in lieu would be \$913.28

APPROVAL CRITERIA

A Residential Minor Site and Architectural Plan application must adhere to the approval criteria outlined in Section 070.060.050(a)(6) of the Code, as follows:

RESIDENTIAL MINOR SITE AND ARCHITECTURAL PLAN CRITERIA	
✓	The site/architectural plan is consistent with the general purpose and intent of this Code
✓	The site/architectural plan is consistent with the dimensional, design, development, and all other standards of this Code.
✓	The site/architectural plan is consistent with any previously approved plat, PUD, or any other precedent land use approval
✓	The site/architectural plan is consistent with the Comprehensive Plan and other adopted City policies and plans.

1) The Site/Architectural Plan is consistent with the general purpose and intent of this Code

The plan is consistent with the general purpose and intent of this Code. The plan proposes a multifamily use in a zoning district where that is an allowed use. In areas where the proposed plan is not consistent with Code, staff has suggested conditions to ensure consistency with all aspects of Code.

2) The Site/Architectural Plan is consistent with the dimensional, design, and development, and all other standards of this Code.

The site and architectural plan is generally consistent with the dimensional, design, and development and all other standards of this Code. There are several design items which the applicant, as condition of approval, would need to work with staff to rectify prior to approval of Final Plans application. The proposed development does not provide the required amount of Common Open Space; however, the applicant may request City Council to allow payment of a fee-in-lieu for the shortfall in total space.

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

There are no previously approved plats, PUDs, or any other precedent land use approvals for the subject property.

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

The site/architectural plan is consistent with the Comprehensive Plan and other adopted City policies and plans. The Comprehensive Plan's future land use map identifies this area as a multi-family residential area which would include developments like this one. This proposed plan also aligns with the following policy/actions of the Comprehensive Plan:

- **Action 1.2 Encourage a compact urban form:** Multifamily projects in areas identified and zoned for that density helps encourage a compact urban form and allows development to occur in areas where future residents would be near jobs and services.
- **Action 3.5 Ensure adequate development of workforce housing:** As a development with 10 or more residential units, this project is required to provide community housing which will provide units at rates which will add to the inventory of workforce housing.
- **Action 5.1 Increase Housing Density** – infill development adding units to an existing residential property allows for an increased density and efficiency of existing land use.
- **Action 5.6 Provide diversity in housing types:** The development of townhomes helps contributes to a greater diversity of housing types within the neighborhood and the larger community.
- **Action 6.1 Direct growth to areas where utilities and services can be provided efficiently:** This project is in an infill project and redevelopment of an existing property so there are already existing utilities and services in the neighborhood, which does not require any extensions of main utility or service lines.

REVIEWING AGENCY COMMENTS

The following agencies have provided these comments:

Public Works Department – Public Works has suggested applicant install a fire hydrant in the right-of-way in front of the development. There is a hydrant on Overlin approximately 220' to the west and another hydrant approximately 250' to the southeast.

Engineering Department - Engineering has provided comments to applicant for items which will be required prior to approval of Final Plans including stormwater, drainage and utility tie-ins.

Fire Department – Fire Department has requested applicant to include a fire riser room for domestic water entry. Applicant has included a room located on east side of each building.

PUBLIC COMMENT

The applicant was required to hold a pre-application neighborhood meeting as part of their separate application for a Preliminary Plat. This meeting was held on November 7, 2024. Notes from meeting and attendance log are included in the packet.

The application was also noticed with mailings, posted notice, and newspaper notice. At time of publishing agenda packet, no public comment had been received.

ACTION ALTERNATIVES AND STAFF RECOMMENDATION:

The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the Residential Minor Site and Architectural Plan. 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 – Residential Minor Site and Architectural Plan– to consider recommendation to City Council for approval of a Residential Minor Site and Architectural Plan development of eleven townhomes.

Staff Recommendation/Suggested Motion

Staff recommends **approval** to recommend approval to City Council with the following **findings** that the application:

Suggested Findings:

1. The site /architectural plan is consistent with the general purpose and intent of this Code.
2. The site/architectural plan is consistent with the dimensional, design, development, and all other standards of this Code.

3. The site/architectural plan is consistent with any previously approved plat, PUD, or any other precedent land use approval
4. The site/architectural plan is consistent with the Comprehensive Plan and other adopted City policies and plans.

Suggested Conditions

1. The development shall comply with the requirements of the Code. Any future physical changes or improvements to the property or buildings are subject to the review and approval of the Community Development Director for compliance with applicable requirements of the Glenwood Springs Municipal Code.
2. The owner shall comply with all verbal representations made in the public hearings as outlined in all application materials, and/or revised per conditions herein and approved by the Community Development Director.
3. Prior to submitting a building and/or grading permit, the owner shall:
 - a. Submit a Final Plans application in accordance with Municipal Code Section 070.060.050(c)
 - b. Submit an Engineer's estimate of all public improvements and provide security for competing said improvements per requirements of Engineering Standards.
 - c. Enter into a Development Agreement that memorializes the development approvals
4. At the time of Final Plans review, the owner shall submit all required civil and architectural plans and related reports that demonstrate compliance with Code requirements and the Engineering Standards including applicable comments provided by staff. This includes and is not limited to:
 - Compliance with requirements for height transition for east side of Building B as described in Section 070.040.080
 - Landscaping and screening requirements for ground mounted utility equipment as described in Section 070.040.050
 - Removal of live trees with caliper greater than 14" as described in Section 070.040.050
 - Creation of on-site pedestrian connections for the on north side of Building B as described in Section 070.040.070
 - Meeting exterior lighting requirements for parking areas in Lighting District 2 as described in Section 070.040.110.
 - Meeting requirements for retaining wall design as described in Section 070.040.50.
5. Prior to issuance of the building permit, the owner shall pay all required system improvement fees including and not limited to water, sewer, park, school land, emergency services, and public art.
6. Prior to the issuance of the Certificate of Occupancy, owner shall:
 - a. Submit and record a deed restriction agreement for all units satisfying Section 070.045 Community Housing Standards for all Resident Occupied and deed restricted units to the satisfaction of the City or its designees
 - b. Provide as-built plans and Improvement Plat Survey to specifications of the City Engineering Standards.

Alternative Motion

****If the Planning and Zoning Commission finds this application does not meet criteria for a recommendation to Council for approval of a Preliminary Plat application, it may make a motion to recommend for denial. This motion must be supported with information supporting how the application does not meet criteria. An example motion shown below****

MOTION TO RECOMMEND DENIAL

Action 1:

Consideration of recommendation for approval, I move to **RECOMMEND DENIAL** finding that the application -

1. The site /architectural plan is **NOT** consistent with the general purpose and intent of this Code.
2. The site/architectural plan is **NOT** consistent with the dimensional, design, development, and all other standards of this Code.
3. The site/architectural plan is **NOT** consistent with any previously approved plat, PUD, or any other precedent land use approval
4. The site/architectural plan is **NOT** consistent with the Comprehensive Plan and other adopted City policies and plans.

Planning and Zoning Commission Report

Date: December 17, 2024
To: Planning & Zoning Commission
From: Emery Ellingson, Senior Planner
Subject: Planning File 34-24 Preliminary Plat 619 Overlin Drive

REQUEST	Consideration of a preliminary plat application to create eleven separate lots at 619 Overlin Drive in association with a submitted Minor Site and Architectural Plan Application to construct two residential buildings containing a total of eleven townhome units
APPLICANT	619 Overlin Drive, LLC
OWNER	Roger Giard and Ben West
LOCATION	619 Overlin Drive (PIN# 2185-092-00-013)
ZONE	RH Residential High Density
EXISTING USE	Residential, multifamily, four existing units
SURROUNDING LAND USES	North: Railroad Right-of-Way South: Residential East: Residential West: Residential
LOT SIZE	25,613 square feet

ACTION ITEM

Per Section 070.060.070 of the *Glenwood Springs Municipal Code* (Code), the Planning and Zoning Commission (Commission) is the recommending body for a Preliminary Plat application while City Council is the deciding body. In reviewing the Preliminary Plat, Planning and Zoning Commission must adhere to the approval criteria outlined in Section 070.060.060(b)(3)(f)(4).

Action 1 – Preliminary Plat – to consider recommendation to City Council for approval Preliminary Plat application for subdivision of existing lot

Staff recommendation: *Staff recommends a recommendation for approval with the findings and conditions on page 5.*

BACKGROUND

Project Summary

In October 2024, the applicant submitted a preliminary plat application along with a separate land use application for a Minor Site and Architectural Plan to construct eleven townhome units in two separate buildings on the subject property. The proposed townhome unit (lots) range from 512 square feet to 736 square feet. Any subdivision creating more than 3 lots or more than 10 condominium units within a single plat is required to go through the Preliminary Plat and Final Plat process. The role of Planning and Zoning Commission is to make a recommendation to City Council for approval of the Preliminary Plat. Following Council approval of a preliminary plat, the applicant would then apply for a Final Plat. Final Plats are reviewed and approved administratively and typically occur after development has occurred. In this case of this project, the Final Plat would be submitted following finished construction of the proposed townhome buildings and associated improvements.

Location and Background

The property at 619 Overlin Drive is legally described as Section 9 Township 6 Range 89 TR IN SENW. The preliminary plat describes a Parcel A and Parcel B. This proposed preliminary plat would dissolve that dividing line and result in one common lot and eleven townhome lots.

Project Analysis

A Preliminary Plat application must adhere to the approval criteria outlined in Section 070.060.060(b)(3)(f)(4) of the Code, as follows:

PRELIMINARY PLAT CRITERIA	
✓	Is consistent with the Comprehensive Plan
✓	Will comply with the applicable zoning district standards
✓	Will comply with the use, dimensional, design, and development standards in this Code
✓	Provides a layout of lots, street, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets
✓	Provides evidence of public water and sewer system connections
✓	Identifies and adequately mitigates known natural hazard areas
N/A	If applicable, proposes reasonable project phasing in terms of infrastructure capacity

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

1. Is consistent with the Comprehensive Plan

The proposed application is consistent with the Comprehensive Plan including the following Policy/Action Goals

- ***1.2 Encourage a compact urban form*** – this plat would support infill development in an area served by existing infrastructure
- ***3.5 Ensure adequate development of workforce housing:*** As a development with 10 or more residential units, this project is required to provide community housing which will provide units at rates which will add to the inventory of workforce housing.
- ***5.1 Increase Housing Density*** – infill development adding units to an existing residential property allows for an increased density and efficiency of existing land use.
- ***5.6 Provide diversity in housing types*** – this resulting development would provide a diversity in housing types as it would result in townhome lots, which would add to the diversity of available housing types existing in the City.
- ***6.1 Direct growth to areas where utilities and services can be provided efficiently -***
This plat would support infill development in an area served by existing infrastructure

2. Will comply with applicable zoning district standards

This plat complies with applicable zoning district standards. The proposed buildings are within the building setbacks and buffer areas, including setback for residential structures from any active railroad right-of-way. The lot standard for the RH Residential High Density Zoning District requires 2,250 square feet of lot area per unit. This property, at 25,613 square feet, allows for eleven lots.

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

The plat is generally consistent with the dimensional, design, and development and all other standards of this Code. A plat is not a development proposal but a subdivision action and therefore any subsequent development of the site would require corresponding land use approvals, such as a site and architectural plan, subject to all use, dimensional, design, and development standards in this Code.

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

The plat provides a layout of the proposed development and demonstrates a design which minimizes disturbance to sensitive areas and community assets. No areas on the property are identified as sensitive areas in terms of geologic hazards.

5. Provides evidence of public water and sewer system connections

The plat and its associated development application has public water and sewer system connections to existing system lines within the public right-of-way on Overlin Drive.

6. Identifies and adequately mitigates known natural hazard areas

Per Section 070.020.020 Sensitive Area Protection, the site does not contain any areas of identified natural hazard. Portions of the property are within Flood Zone B which is a moderate hazard flood zone. However, this area is not considered a Special Flood Hazard Area which means future owners of the proposed lots would not be required to obtain flood insurance.

7. If applicable, proposes reasonable project phasing in terms of infrastructure capability

This is not applicable. It will not be necessary to phase the project in terms of infrastructure capability and the existing infrastructure has capacity to serve this development.

REVIEWING AGENCY COMMENTS

The following agencies have provided these comments:

Public Works Department – Public Works has provided comments to applicant to add some additional items to plat per plat detail checklist which will need to be added prior to approval.

Engineering Department - Engineering has provided comments to applicant to add some additional items to plat per plat detail checklist which will need to be added prior to approval.

PUBLIC COMMENT

As part of the Preliminary Plat application process, the applicant was required to hold a pre-application neighborhood meeting. This meeting was held on November 7, 2024. Notes from meeting and attendance log are included in the packet.

The application was also noticed with mailings, posted notice, and newspaper notice. At time of packet, no public comment had been received.

ACTION ALTERNATIVES AND STAFF RECOMMENDATION:

The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the preliminary plat. 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 – Preliminary Plat – to consider recommendation to City Council to approve Preliminary Plat application for subdivision of existing lot at 619 Overlin Drive.

Staff Recommendation/Suggested Motion

Staff recommends **approval** to recommend approval to City Council with the following **findings** that the application:

Suggested Findings:

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

Suggested Conditions

1. The development shall comply with the requirements of the Code. Any future physical changes or improvements to the property or buildings are subject to the review and approval of the Community Development Director for compliance with applicable requirements of the Glenwood Springs Municipal Code.
2. The owner shall comply with all verbal representations made in the public hearings as outlined in all application materials, and/or revised per conditions herein and approved by the Community Development Director.
3. Applicant shall record the final plat within one (1) year after the date of the preliminary plat approval, or an extension is granted pursuant to Subsection 070.060.030(i)(3)

Alternative Motion

****If the Planning and Zoning Commission finds this application does not meet criteria for a recommendation to Council for approval of a Preliminary Plat application, it may make a motion to recommend for denial. This motion must be supported with information supporting how the application does not meet criteria. An example motion shown below****

MOTION TO RECOMMEND DENIAL

Action 1:

Consideration of recommendation for approval, I move to **RECOMMEND DENIAL** finding that the application -

1. Is **NOT** consistent with the Comprehensive Plan.
2. Will **NOT** comply with the applicable zoning district standards.
3. Will **NOT** comply with the use, dimensional, design, and development standards of the Code.
4. **DOES NOT** provide a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets.
5. **DOES NOT** provide evidence of public water and sewer system connections.
6. **DOES NOT** identify and adequately mitigates know natural hazard areas; and
7. If applicable, **DOES NOT** propose reasonable project phasing in terms of infrastructure capacity.

CITY OF GLENWOOD SPRINGS
SPECIAL FEE AND COST REIMBURSEMENT AGREEMENT

This Special Fee and Cost Reimbursement Agreement is entered into by and between the City of Glenwood Springs, a Colorado home-rule municipality (the "City") and 619 Overlin LLC (hereinafter "Applicant").

WITNESSETH:

WHEREAS, Applicant is the owner of that certain real property described in Exhibit A, attached hereto and incorporated herein by this reference, and desires to undertake the projects or activities described in Paragraph 1; and

WHEREAS, the above activity or project will require the City to provide the special services and incur the costs set forth in Paragraph 2; and

WHEREAS, pursuant to Section 030.020.040 of the City's Municipal Code, the City Attorney bills for time provided on legal services and other reimbursable expenses related to development matters regulated by Article 070 of the Municipal Code; and

WHEREAS, Section 070.060.030(d)(3) of the City's Municipal Code provides that the City may assess fees and costs related to development review; and

WHEREAS, the special fees and costs paid and collected by virtue of this Agreement shall be used solely to pay for the City's actual fees and costs for outside professional services, including, but not limited to, engineering and legal review, incurred by the City in relation to the anticipated project; and

WHEREAS, the City and Applicant desire to set forth their agreements and understandings concerning this matter.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Applicant desires to undertake the following projects or activities involving the City or its utility services:

_____	Rezoning
_____	Rezoning to Planned Unit Development
_____	Annexation
<u> X </u>	Site/Architectural Plan Review
_____	Master Plan Review
_____	Construction Plan Review
_____	Location & Extent Review

_____	Special Use Permit
_____	ROW Encroachment License
<u>X</u> _____	Minor Subdivision
_____	Preliminary Plat
_____	Final Plat
_____	Condominiumization
_____	Vacation of ROW
_____	Variance
_____	Administrative Adjustment
_____	Other (describe) _____

2. The activity or project being undertaken by Applicant will require the City to provide the following special services or incur the following costs in the estimated amounts set forth below:

\$ _____	Outside engineering review and advice
<u>X</u> _____	Legal review and advice
\$ _____	Preparation of plats or plans
\$ _____	Inspections
\$ _____	Recording fees
\$ _____	Filing fees
\$ _____	Publication Costs
\$ _____	Other (describe) _____

3. Applicant agrees to pay the City all applicable application fees as set forth in the attached development review fee schedule at the time of application submittal.

4. In addition to the fees paid at the time of submittal pursuant to Paragraph 3, Applicant agrees to pay the City for any special services provided or actual costs incurred by the City in relation to the project or activity described above on receipt of an itemized billing for those services from the City. All such amounts are due within thirty (30) days of the date of the bill, with interest on any overdue amounts to be assessed at one and one-half percent (1.5%) per month. In the event that such amounts remain unpaid thirty (30) days after the date they are billed, the City reserves the right to cease review and processing of the Applicant's land use and development applications. In the event the City is forced to pursue collection of any amounts due and unpaid under this provision, it shall be entitled to collect attorney's fees, filing, and recording fees incurred in such collection efforts in addition to the unpaid amounts due, plus interest.

5. The City specifically does not agree to act favorably on the application made by Applicant in exchange for payment of the special fees set forth above.

6. This Agreement constitutes the entire and complete agreement of the parties on the subject matter herein. No promise or undertaking has been made by any party, and no understanding exists with respect to the transaction contemplated, except as expressly set forth herein. All prior and contemporaneous negotiations and understandings between the parties are

embodied and merged into this Agreement.

7. This Agreement may be amended from time to time by amendments made by the parties in written form and executed in the same manner as this Agreement.

8. This Agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.

9. If any covenant, term, condition, or provision under this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein.

10. The parties agree and intend that this Agreement shall run with the land described in Exhibit A, attached hereto, and be a burden upon that property until final payment has been made to the City of all fees due and payable under this Agreement, or until the earlier termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day and year adjacent to their respective signatures.

CITY OF GLENWOOD SPRINGS, COLORADO

Date: _____

Community Development Director

ATTEST

City Clerk

APPLICANT

Date: 10/09/2024

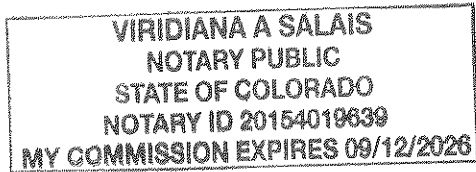
Ben West

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this 9th day of October,
2024, by Benjamin West.

WITNESS my hand and official seal.

My Commission expires: 09/12/2026.

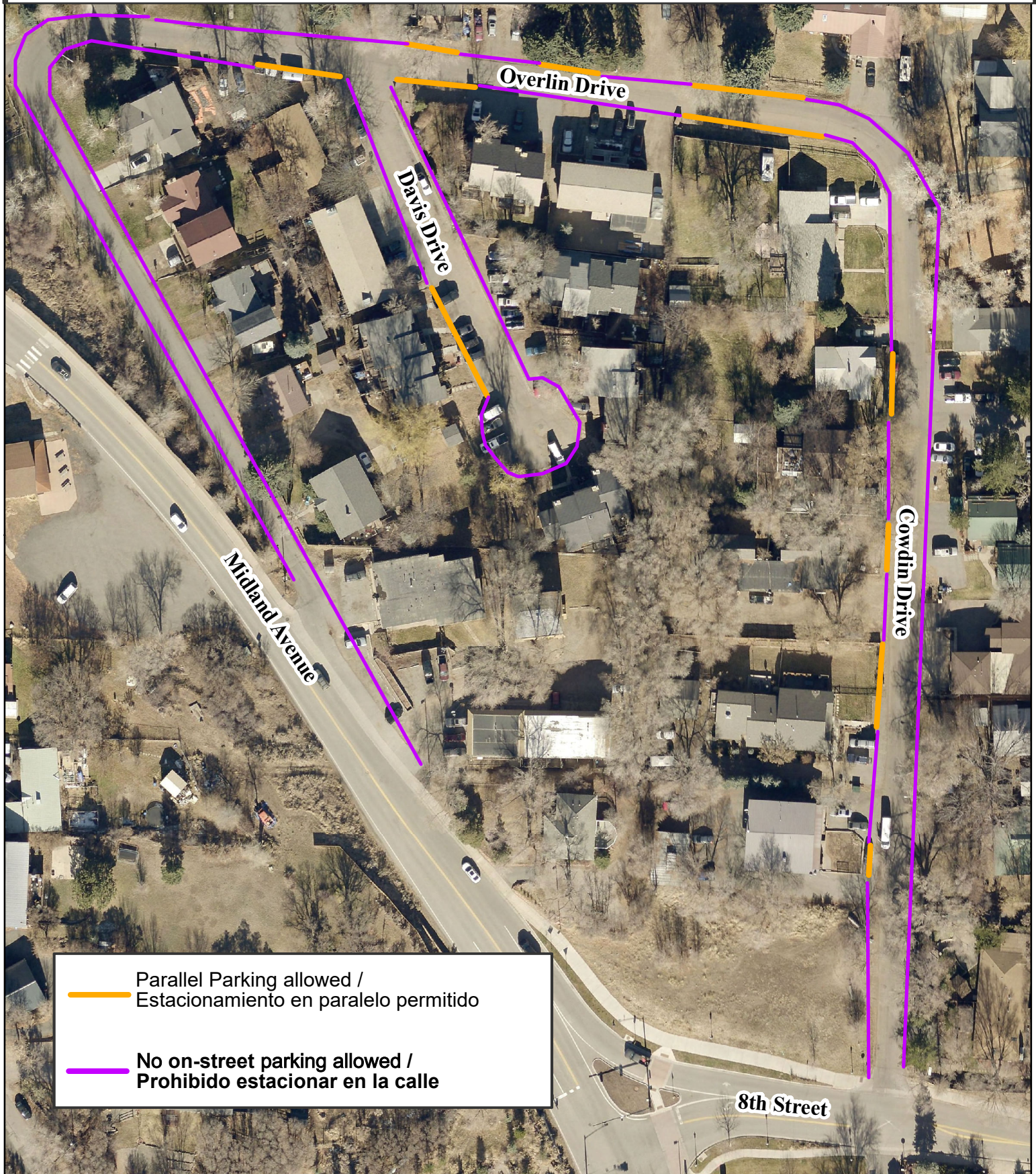




Notary Public

Effective on: Monday, September 19, 2022
Effective September 19, any vehicles parked illegally will be fined.

Fecha de Vigencia: el lunes 19 de septiembre 2022
A partir del 19 de septiembre, cualquier vehículo estacionado ilegalmente será multado.



Cowdin, Overlin and Davis Drive On-Street Parking

Estacionamiento en la calle en Cowdin, Overlin y Davis Drive



0 45 90 Feet
This map was produced by the City of Glenwood Springs
Use of this map should be for general purposes only
City of Glenwood Springs does not warrant the accuracy of the data contained herein.
Aerials: November 2020
Phone 970-384-6439, Author: JKcamp, Date: 04/22/22

N:\GIS\GIS_Projects\Engineering\MiscRequests\DavisCowdinOverlinDr_StreetPkg_Color_042222.pdf

From: [Ryan M. Muse](#)
To: [Danyelle Rigli](#)
Subject: FW: 619 Overlin Drive
Date: Wednesday, January 15, 2025 12:45:10 PM

Ryan

From: KAREN Greenwood <jimkaren21@msn.com>
Sent: Tuesday, January 14, 2025 6:30 PM
To: Erin Zalinski <erin.zalinski@cogs.us>; City Council <citycouncil@cogs.us>
Subject: Re: 619 Overlin Drive

Some people who received this message don't often get email from jimkaren21@msn.com. [Learn why this is important](#)

I know there is nothing I can do at this point, despite my efforts.

So, all I ask is that you read some of Mark Reaman's editorials in the Crested Butte News. I'm sure Karl Hanlon knows him. He is passionate about his love of his town, but at the same time also knows areas in which their leadership can improve. Mostly it's about common sense. That is what I wish for our council when they consider developments and density where it should not be continuing until BIG problems (such as parking) are considered. That, in my opinion, is your job. You may say it is not as you have in the past (questioning or denying developments), but I beg to differ. That is your job...common sense for the good of all (especially current residents), for safety (in and out of this neighborhood is vital and currently compromised with council's decree that Davis Drive residents cannot park on their street), over-density on a very small street...think about it. I beg of you.

Karen Greenwood

From: KAREN Greenwood <jimkaren21@msn.com>
Sent: Monday, January 13, 2025 4:16 PM
To: Erin Zalinski <erin.zalinski@cogs.us>
Subject: Re: 619 Overlin Drive

Thank you Erin. Appreciate the email!

From: Erin Zalinski <erin.zalinski@cogs.us>
Sent: Monday, January 13, 2025 8:00 AM
To: KAREN Greenwood <jimkaren21@msn.com>
Subject: RE: 619 Overlin Drive

Good morning and happy Monday!

I am reading through my Council packet and it does look like there will be discussion around this development on Thursday, January 16th at our regular city council meeting. It is item 15 on our agenda. You are welcome to listen in either in person or via zoom. Please let me know if you need a link.

Enjoy the day!

Erin Z

From: KAREN Greenwood <jimkaren21@msn.com>

Sent: Thursday, December 19, 2024 7:35 PM

To: Erin Zalinski <erin.zalinski@cogs.us>

Subject: Re: 619 Overlin Drive

Many thanks for this email Erin!

Karen

From: Erin Zalinski <erin.zalinski@cogs.us>

Sent: Thursday, December 19, 2024 6:15 PM

To: KAREN Greenwood <jimkaren21@msn.com>

Subject: RE: 619 Overlin Drive

Thank you for your emails Karen. It is always helpful to hear from the community, especially from those who will be directly impacted.

I am have not yet seen detail for this development. I anticipate we will get information on this soon. I can let you know once it hits our agenda so that you can follow our conversation when it occurs.

Sincerely,

Erin Zalinski

From: KAREN Greenwood <jimkaren21@msn.com>

Sent: Thursday, December 19, 2024 3:44 PM

To: City Council <citycouncil@cogs.us>

Subject: 619 Overlin Drive

Hello City Council of Glenwood Springs,

I am not sure when the 619 Overlin Drive application will be on your agenda, as it was just approved with P and Z this week. Therefore, I will be sending pieces of my concerns in different emails. For now this is my biggest issue. Thanks for considering my points.

I believe it's time that the City revisit their ordinance on parking requirements for newly proposed developments in city limits. In my understanding the city may offer adjustments to developers that allow fractions of a vehicle per parking space that can be deemed up to code. Strange and unusual as it is, as standard codes elsewhere seems to be one vehicle per parking space, it is the case with the 619 Overlin Drive highly dense development proposal that was just approved by Planning and Zoning. In this application, the developers want to squeeze in 11 townhomes and 22 parking spaces (1.5 vehicles per unit) in a half-acre space. The 1.5 vehicle adjustment can only benefit the developer, certainly not this neighborhood. As it is, the City, after recently banning residents from parking on Davis Drive, has forced these car owners to park haphazardly along parts of Overlin and Cowdin Drives making quite unsafe emergency vehicle access and two way vehicle traffic. With P and Z approving this proposal at 619 Overlin, units who have 2 cars, or visitors will have to park outside of their development. Where oh where will they park? Truly, how realistic is it to expect people to park their vehicles at least a quarter mile away on the other side of the Roaring Fork River? We live in an automobile-love culture. Rationality disputes this ordinance allowing fractions of a vehicle to be representative of the facts of life we have here.

Please know that this neighborhood is already over-saturated. I ask that you help fix the current issues with vehicular traffic/parking before adding more to the problem.

Karen M. Greenwood

703 Overlin Drive

Glenwood Springs CO

DATE: January 10, 2025

TO: Glenwood Springs Mayor and Council

FROM: Karl J. Hanlon

RE: ENHANCED SALES TAX INCENTIVE AGREEMENT BETWEEN THE CITY OF
GLENWOOD SPRINGS, COLORADO AND WMG MEADOWS LLC

Attached please find a proposed Enhanced Sales Tax Incentive Agreement by and between the City and WMG Meadows, LLC (Miller Realty) regarding the vacant Bed Bath and Beyond space at Glenwood Meadows. As Council is aware, the space has been empty for several years and Miller Realty has been working to find a tenant to locate in the space. Miller Realty has identified a prospective new tenant but there is a significant cost to redeveloping and repurposing the space. In order to ensure filling the vacant space Miller Realty is requesting assistance in the form of an Enhanced Sales Tax Incentive Agreement to help cover some redevelopment costs.

Historically the City has utilized sales tax rebates to incentivize the development or redevelopment of properties within the City. Most recently the City utilized an Enhanced Sales Tax Incentive Agreement to bring Marshalls to Glenwood Meadows and move Natural Grocers. While not formalized, the City's practice has been to rebate 50% of sales tax collected and remitted to the City over a base amount on an annual or quarterly basis. By utilizing a rebate, the applicant and the City are sharing in the success, but the City is not providing any money unless sales taxes are actually generated and collected. The agreements are capped by both a dollar amount and by time.

In the attached agreement Miller Realty is requesting \$750,000 in rebates over a period not to exceed seven years. The base sales tax has been set at zero since the building is vacant and not currently generating any sales tax dollars. This amount is half of what the redevelopment and repurposing costs will be. If \$750,000 is rebated or the seven years passes the agreement terminates. The proposed new tenant has not been identified publicly as a lease agreement has not been signed, pending the approval of this agreement. Projected sales tax revenue on an annual basis is between \$160,000 and \$200,000. This number should increase at a reasonable growth rate resulting in capping the agreement at seven years rather than a longer period.

Staff recommends the approval of the sales tax rebate agreement as it will help ensure that the vacant space is reactivated and that the City will see sales tax revenues from the redevelopment of the property.

Mail to:

Glenwood Springs
201 14th Street
Suite 200
Glenwood Springs, CO 81602

Aspen
0133 Prospector Road
Suite 4102-J
Aspen, CO 81611

Basalt
200 Basalt Center
Suite 200
Basalt, CO 81621

Ridgway
565 Sherman Street
Suite 6
Ridgway, CO 81432

**ENHANCED SALES TAX INCENTIVE AGREEMENT
BETWEEN THE CITY OF GLENWOOD SPRINGS, COLORADO
AND WMG MEADOWS LLC**

This ENHANCED SALES TAX INCENTIVE AGREEMENT (this “Agreement”) is made and entered into as of the Effective Date, by and between the CITY OF GLENWOOD SPRINGS, COLORADO, a home-rule municipality (the “City”), and WMG MEADOWS LLC, a Colorado limited liability company (“WMG”) (individually, a “Party”; collectively, the “Parties”).

RECITALS

WHEREAS, WMG is the owner of the Glenwood Meadows commercial development in the City; and

WHEREAS, by Section 040.010.030 of the Glenwood Springs Municipal Code, the City imposes a sales tax of 4.20% on sales of tangible personal property and services within the City limits; and

WHEREAS, the City desires to provide some financial assistance to WMG related to the lease and subsequent use of the Property; and

WHEREAS, the City and WMG desire certain store-fronts in the Glenwood Meadows to be re-developed for occupancy; and

WHEREAS, the Property will provide sales tax revenues, employment opportunities for City residents, and opportunities for products and goods for consumers from within and outside the City; and

WHEREAS, the City Council of the City finds that entering into this Agreement will serve to provide benefit to and advance the public interest and welfare of the City and its citizens by securing the location of this economic development project within the City; and

WHEREAS, the City finds that the economic and tax benefits to the City and its residents are sufficient consideration to enter into this Agreement upon the terms and conditions described hereafter.

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

TERMS & CONDITIONS

1. Incorporation of Recitals. The foregoing recitals are incorporated as a part of this Agreement.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which WMG will redevelop the Property and, in doing so, receive from the City a rebated portion of the municipal sales taxes collected above base collections. All terms and conditions of this Agreement shall be read to incorporate the relevant provisions of the Glenwood Springs Municipal Code.

3. Property. The “Property” subject to this Agreement is identified on **Exhibit A**, attached and incorporated herein by this reference. The Property is the sites located at 100 W. Meadows Dr. (“Space A”), Glenwood Springs, CO 81601. Only the Property herein described, whether subdivided, condominiumized, or being a portion of a single parcel, shall be included in this incentive program.

4. Term. The Term of this Agreement shall commence on the first day of the calendar month in which a new tenant occupying all or part of Space A of the Property is opened for business (the “Start Date”) and shall end seven years from the Start Date or upon WMG’s recovery of \$750,000.00 (the “Maximum Recovery”), whichever is earlier. In the event that no new tenant occupies all or part of Space B by June 30, 2026, then this agreement shall terminate.

5. Application of Municipal Code. All ordinances of the Glenwood Springs Municipal Code shall continue to be effective throughout and after the Term, and WMG acknowledges and agrees that any and all local, state, and federal laws, rules, and regulations remain applicable to the Property and the actions performed thereon.

6. Increment Collection and Distribution. Any businesses located in the Property (“Tenants”) during the Term shall remit to the City 100% of all municipal sales taxes collected pursuant to Title 040 of the Glenwood Springs Municipal Code.

The City shall annually rebate to WMG 50% of the aggregate “Enhanced Sales Taxes” unless this Agreement is terminated as provided herein. Enhanced Sales Taxes shall be the incremental sales tax revenues annually generated above \$0.00 (the “Annual Base Amount”). Any rebates owed to WMG shall be paid by the City on a quarterly basis within 60 days of the end of each quarter. The quarterly rebate shall be calculated by subtracting \$0.00 (the “Quarterly Base Mount”) from total quarterly sales tax collections on the Property. No rebate shall be granted for any quarter in which the Quarterly Base Amount is not exceeded. No interest shall accrue on any sales tax revenue remitted to the City prior to rebate.

7. Annual Account Reconciliation. The City shall annually audit the accounting of Enhanced Sales Taxes rebated to WMG and, no later than the last day of February each year, the Parties shall reconcile accounts, and the City shall rebate to WMG, or WMG shall repay to the City, any amounts necessary to ensure that WMG has been rebated no more or less than 50% of the aggregate Enhanced Sales Taxes above the Annual Base Amount or above the Maximum Recovery.

8. Assignment of Rights. This Agreement is personal to the City and WMG and does not run with WMG’s interest in the Property. The rights and obligations of this Agreement may not be assigned in whole or in part without the prior written authorization of the Glenwood Springs City Council acting in its sole discretion. Any assignment made without prior written authorization

shall be a material breach of this Agreement, and this Agreement shall thereafter be deemed terminated for cause. Notwithstanding the foregoing, WMG may assign its interests in this Agreement to an affiliate entity organized for the administration of the Property and/or structured to achieve beneficial tax or regulatory treatment for the terms and conditions agreed to herein.

9. Subordination. The City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales tax revenues in excess of the sales tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales tax revenues of the City. The City represents, as of the Effective Date, it is able to pay its existing bonded indebtedness through sales tax revenues which do not affect this Agreement.

WMG shall have no right, title, claim, lien, or other interest in or to the City's sales tax revenue excepting as provided in this Agreement. WMG shall not encumber or offer for bond, note, certificate, or debentures against any anticipated rebate under this Agreement. All rights of WMG to any municipal sales tax revenues generated at the Property are, and at all times prior to rebate shall be, subordinate and inferior to the City's. In the event the City cannot meet its obligations pursuant to this Paragraph 10 then this Agreement shall automatically be extended the same amount of time as the City is unable to meet its obligation.

10. Appropriation. In the event that the City does not appropriate sufficient funds or does not have funds available for any payment herein at any time, the City shall provide written notice to WMG that the rebate due for the applicable calendar year will not be made as scheduled. The notice shall serve to defer any payment due for a period not to exceed one year after the original date such rebate was due and payable, but in no event shall any such deferral extend beyond the termination of this Agreement. The failure to appropriate or have funds available shall not be a breach of this Agreement. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Article X, Section 20 of the Colorado Constitution, and the City's obligations hereunder are expressly conditional upon annual appropriations by the City Council. In the event that the City Council fails to appropriate funds for any period of time, this agreement shall automatically be extended the same amount of time.

11. Termination. If, through any cause, WMG fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven calendar days of receipt of written notice and diligently complete the correction thereafter, the City shall have the right to terminate this Agreement for cause immediately upon written notice of termination. Upon such termination, the City shall have no further obligations under this Agreement.

12. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

13. Notice. Any notice or communication required hereunder between the City and WMG must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving seven days' written notice to the other Party, designate any other address in such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City, to:

City Manager
City of Glenwood Springs
101 West 8th Street
Glenwood Springs, CO 81601

With copy to:

City Attorney
Karp Neu Hanlon, P.C.
201 14th Street, Suite 200
P.O. Drawer 2030
Glenwood Springs, CO 81602

If to WMG, to:

Steven Shoflick
WMG Meadows LLC
6900 E. Belleview Ave., #300
Greenwood Village, CO 80111

With copy to:

Steven Cohen
Otten Johnson Robinson Neff + Ragonetti PC
950 Seventeenth Street, Suite 1600
Denver, CO 80202

14. Representative. Each party represents and warrants to the other party that:

a. All actions or other conditions precedent necessary to bind such party to the terms of this Agreement have been taken and/or have been satisfied such that such party is bound to the performance of its obligations set forth in this Agreement; and

b. The person or persons executing this Agreement on behalf of such party have the full right, power, and authority to bind that party to the obligations set forth in this Agreement.

15. No Partnership; No Third-Party Beneficiary. Nothing contained in this Agreement shall create any business relationship between the parties except for the contractual obligations expressly stated herein. No third-party beneficiary rights are intended or created in favor of any person not a party to this Agreement.

16. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent

jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

17. Remedies. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

18. Colorado Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Venue for any action instituted relating to this Agreement shall be in Garfield County, Colorado.

19. Attorneys' Fees; Survival. In the event of any litigation or arbitration between the Parties regarding an alleged breach of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

20. Amendments. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest.

21. Titles of Articles and Paragraphs. Any titles of the articles and paragraphs of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. Use of singular or plural, masculine, feminine, or neuter nouns and pronouns is for convenience only and shall be liberally construed, unless the context indicates otherwise.

22. Waiver. No failure by either Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of this Agreement shall constitute a waiver of such breach or of any other covenant, agreement, term, or condition. Either party by giving notice to the other Party may, but shall not be required to, waive any of its rights or any conditions to any of its obligations under this Agreement. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

23. Entire Agreement; Counterparts. This Agreement constitutes the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the City and WMG. This Agreement may be executed in counterparts, including any facsimile copies, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been entered into by and between the CITY OF GLENWOOD SPRINGS, COLORADO and WMG MEADOWS LLC as of the date first written above.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Ingrid Wussow, Mayor

City Clerk/Deputy City Clerk

APPROVED AS TO FORM:

Karl J. Hanlon, City Attorney

WMG MEADOWS LLC

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this _____ day of _____ 20____, by _____ as _____ of WMG MEADOWS LLC.

Witness my hand and official seal.

[SEAL]

Notary Public

Glenwood Meadows

SWC Midland Avenue & Wulfsohn Road | Glenwood Springs, Colorado





City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2025

Agenda Item: Council Comments

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City of Glenwood Springs
101 West 8th Street
Glenwood Springs, CO 81601

The Honorable Sean Duffy, Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Monday, January 13, 2025

RE: Support for Interstate 70 (I-70) Glenwood Canyon Resilient, Efficient, and Safe Corridor Upgrades and Enhancements (RESCUE) Project

Dear Secretary Duffy:

The City of Glenwood Springs strongly supports the Colorado Department of Transportation (CDOT) as they pursue federal funding for Interstate 70 (I-70) Glenwood Canyon Resilient, Efficient, and Safe Corridor Upgrades and Enhancements (RESCUE) Project (the Project). The improvements of this project will advance regional and statewide resiliency, mobility, and connectivity to and through rural communities along Interstate 70 (I-70) and Western Colorado.

I-70 is the only contiguous east/west route in Colorado, serving as the gateway to Colorado's thriving outdoor recreation industry on the Western Slope; it is also a Critical Freight Corridor that supports significant statewide and national economic growth. Glenwood Canyon, a nationally-renowned scenic mountain feature along the I-70 corridor, experiences extreme weather and natural disaster events like rockslides, frozen roads, flash floods, and even wildfires, that often close the corridor and reroute travelers hundreds of miles and several hours.

The project will conduct structural guardrail preliminary engineering and construction along a priority segment of the interstate and will resurface the roadway to deliver a safer and more enjoyable driving experience.

We appreciate your consideration and respectfully request USDOT to prioritize RAISE FY 2025 funding to support this worthy proposal.

Sincerely,

Ingrid Wussow
Mayor



City Council
STAFF REPORT
City of Glenwood Springs
January 16, 2025

Agenda Item: City Council Social Event Location

Action Requested: City Council will announce where they will meet after the meeting for a social event.

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation: