#### CITY OF STEAMBOAT SPRINGS

#### **AGENDA**

# REGULAR MEETING NO. 2009-13 TUESDAY, MAY 5, 2009

4:00 P.M.

**MEETING LOCATION:** Citizens' Meeting Room, Centennial Hall; 124 10<sup>th</sup> Street, Steamboat Springs, CO

**MEETING PROCEDURE**: Comments from the Public are welcome at two different times during the course of the meeting: 1) Comments no longer than three (3) minutes on items **not** scheduled on the Agenda will be heard under Public Comment; and 2) Comments no longer than three (3) minutes on all scheduled public hearing items will be heard **following** the presentation by Staff or the Petitioner. Please wait until you are recognized by the Council President. With the exception of subjects brought up during Public Comment, on which no action will be taken or a decision made, the City Council may take action on, and may make a decision regarding, ANY item referred to in this agenda, including, without limitation, any item referenced for "review", "update", "report", or "discussion". It is City Council's goal to adjourn all meetings by 10:00 p.m.

A City Council meeting packet is available for public review in the lobby of City Hall, 137 10<sup>th</sup> Street, Steamboat Springs, CO.

PUBLIC COMMENT: Public Comment will be provided at 7 p.m., or at the end of the meeting, (whichever comes first). CITY COUNCIL WILL MAKE NO DECISION NOR TAKE ACTION, EXCEPT TO DIRECT THE CITY MANAGER. THOSE ADDRESSING CITY COUNCIL ARE REQUESTED TO IDENTIFY THEMSELVES BY NAME AND ADDRESS. ALL COMMENTS SHALL NOT EXCEED THREE MINUTES.

#### A. ROLL CALL

**EXECUTIVE SESSION (4:00 PM):** To discuss the topics set forth below. The specific citation to the provision or provisions of C.R.S. §24-6-402, subsection (4) that authorize the City Council to meet in an executive session are also set forth below. The stated topics identify the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized.

- a. Annexation agreement and related issues for the Steamboat 700 project.
- b. Pre-annexation agreement and related issues for the 360 Village project.
- c. The executive session is authorized pursuant to the following statutory sections; with all of the below sections applying to both items:

§26-4-402(4)(b). "Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions. Mere presence or participation of an attorney at an executive session of the local public body is not sufficient to satisfy the requirements of this subsection (4)."

§26-4-402(4)(e). "Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators."

#### **B.** PROCLAMATIONS AND RECOGNITIONS (5:30 PM):

**1. Historic Preservation Month.** (Schaffer)

#### C. PUBLIC HEARING – PLANNING COMMISSION REFERRALS

#### **PUBLIC HEARING FORMAT:**

- Presentation by the Petitioner (estimated at 15 minutes). Petitioner to state name and residence address/location.
- **Presentation by the Opposition.** Same guidelines as above.
- Public Comment by individuals (not to exceed 3 minutes).
   Individuals to state name and residence address/location.
- City staff to provide a response.

#### 2. PROJECT: Ski Hill Subdivision, Parcel D. (Thunderhead)

PETITION: Final development plan application for two condo/hotel buildings with 100 residential units, seven commercial/retail units, and associates improvements within the proposed 390,112 square feet of floor area. The applicant is requesting a height variance for Building A.

LOCATION: Ski Hill Subdivision, Parcel D.

APPLICANT: The Atira Group, P.O. Box 880639, Steamboat Springs, CO; 970-870-9800.

PLANNING COMMISSION VOTE: Approved 5-1 on 1/22/09.

This item was postponed from the February 17, and April 7, 2009 City Council meetings.

#### D. PUBLIC HEARING: ORDINANCE SECOND READINGS

THE CITY COUNCIL PRESIDENT OR PRESIDENT PRO-TEM WILL READ EACH ORDINANCE TITLE INTO THE RECORD. PUBLIC COMMENT WILL BE PROVIDED FOR EVERY ORDINANCE.

**SECOND READING OF ORDINANCE:** Social Host Ordinance - An ordinance requiring persons owning, leasing, or otherwise controlling private property to prevent the use of the property by underage persons possessing or consuming alcoholic beverages; repealing all conflicting ordinances; providing for severability; and providing an effective date. (Foote)

#### E. COMMUNITY REPORTS/CITY COUNCIL DISCUSSION TOPIC:

- **4. 2009 Chamber Marketing Plan presentation.** (Broyles)
- 5. Steamboat Springs Fire Rescue "Citizens' Fire Academy". (Malchow)
- **6. Rural Philanthropy Days.** (Lisa Brown School Board)
- 7. Steamboat 700 & 360 Village annexation update. (Eastman/Peasley)
- 8. Introduction of Steamboat 700 Fiscal Impact Model. (Litzau/Eastman)

# F. CONSENT CALENDAR: MOTIONS, RESOLUTIONS AND ORDINANCES FIRST READINGS

LEGISLATION

ITEMS ON THE CONSENT CALENDAR GENERALLY REQUIRE LITTLE COUNCIL DELIBERATION AND MAY BE APPROVED WITH A SINGLE MOTION. ANY MEMBER OF THE COUNCIL OR THE PUBLIC MAY WITHDRAW ANY ITEM FROM THE CONSENT CALENDAR FOR FURTHER DISCUSSION AT ANY TIME PRIOR TO APPROVAL.

- **9. MOTION:** To submit a grant application to the Colorado Department of Transportation (CDOT) 5311 Grant Program for grant funding of \$1,794,834 in 2010 and \$2,088,956 in 2011 for transit operations and capital. (DelliQuadri)
- **10. MOTION:** To submit a grant application to the Department of Homeland Security, Assistance to Firefighters Grants program for grant funding of up to \$380,000 for firefighter equipment, personal protective equipment, and training. (DelliQuadri)
- **MOTION:** Motion to approve re-structuring the Public Safety Services Department into separate Police, and Fire and Emergency Medical Services departments, and the hiring of a Fire and Emergency Medical Services Chief. (Roberts)
- **12. RESOLUTION:** A resolution approving revisions to an Intergovernmental Agreement between the City and the Steamboat Springs Rural Fire Protection District. (Foote)
- **13. FIRST READING OF ORDINANCE:** An ordinance vacating the utility easement located on the southwestern interior of Lot 2 of the Original Town of Steamboat Springs Block 21&22, and providing an effective date and setting a hearing date. (Lorson)

#### G. PUBLIC HEARING: ORDINANCE SECOND READINGS

THE CITY COUNCIL PRESIDENT OR PRESIDENT PRO-TEM WILL READ EACH ORDINANCE TITLE INTO THE RECORD. PUBLIC COMMENT WILL BE PROVIDED FOR EVERY ORDINANCE.

14. SECOND READING OF ORDINANCE: An ordinance approving a lease between the City of Steamboat Springs and Yampatika Outdoor Awareness Association (Hay Meadow/Legacy Ranch) and authorizing City Council President to sign lease documents; repealing all conflicting ordinances; providing for severability; and providing an effective date. (Robinson)

15. SECOND READING OF ORDINANCE: An ordinance creating a regulatory framework authorizing the City to review and monitor service plans prepared pursuant to the Special District Act codified in Title 32, Colorado Revised Statutes; repealing all conflicting ordinances; providing for severability; and providing an effective date. (Lettunich)

This item was postponed from the April 21, 2009 City Council meeting.

SECOND READING OF ORDINANCE: An ordinance creating a water dedication policy to ensure that water service required for new development outside of the existing City municipal water system does not interfere with service to existing customers and does not interfere with the City's ability to meet reasonably anticipated future water supply needs; repealing all conflicting ordinances; providing for severability; and providing an effective date. (Lettunich)

This item was postponed from the April 21, 2009 City Council meeting.

17. SECOND READING OF ORDINANCE: An ordinance creating a policy requiring adequate water supply for new development; implementing the requirements of House Bill 08-1141, which directs local governments to deny development applications where there is not a demonstration of adequate water supply to serve the proposed development; repealing all conflicting ordinances; providing for severability; and providing an effective date. (Lettunich)

This item was postponed from the April 21, 2009 City Council meeting.

H. PUBLIC COMMENT: Public Comment will be provided at 7 p.m., or at the end of the meeting, (whichever comes first). CITY COUNCIL WILL MAKE NO DECISION NOR TAKE ACTION, EXCEPT TO DIRECT THE CITY MANAGER. THOSE ADDRESSING CITY COUNCIL ARE REQUESTED TO IDENTIFY THEMSELVES BY NAME AND ADDRESS. ALL COMMENTS SHALL NOT EXCEED THREE MINUTES.

PLANNING PROJECTS

#### I. PLANNING COMMISSION REPORT

J. CONSENT CALENDAR - PLANNING COMMISSION REFERRALS

There are no items scheduled for this portion of the agenda.

#### K. PUBLIC HEARING – PLANNING COMMISSION REFERRALS

#### **PUBLIC HEARING FORMAT:**

- Presentation by the Petitioner (estimated at 15 minutes). Petitioner to state name and residence address/location.
- **Presentation by the Opposition.** Same guidelines as above.
- Public Comment by individuals (not to exceed 3 minutes).
   Individuals to state name and residence address/location.
- City staff to provide a response.

#### 18. PROJECT: Wildhorse Meadows

PETITION: Revised Community Housing Plan that amends the deed restriction for some units in Phase 1 of the First Tracks development.

LOCATION: Wildhorse Meadows Filing 1, Parcel 7.

APPLICANT: Resort Ventures West, 610 Marketplace Plaza, Suite 210.

**19. APPEAL:** Highlands Pointe Subdivision. (Peasley)

The appellant has requested this item be postponed to the May 19, 2009 City Council meeting.

**20. SECOND READING OF ORDINANCE:** An ordinance vacating the 10 foot utility easement located on the south property line of Copper Ridge Business Park, Filing 4, Lot 11, and providing an effective date and setting a hearing date. (Peasley)

#### L. REPORTS

21. City Council

#### **INTRODUCTION OF TOPICS FOR FUTURE WORK SESSION AGENDAS:**

#### a. **City Council Introduction and Discussion:**

Any Council Member may request discussion of any issue. Items cannot be added for action at this meeting.

#### b. **City Staff Introduction and Discussion:**

Any staff member may request discussion of any issue at a future meeting only. Items cannot be added for action at this meeting. Staff will forward a specific request, stating the issue, anticipated outcome, time frame and requested direction from a majority of the Council.

#### 22. Reports

- a. Agenda Review (Franklin):
  - 1.) City Council agenda for May 12, 2009
  - 2.) City Council agenda for May 19, 2009.
- b. Staff Reports
- c. City Attorney's Update/ Report. (Lettunich)
- d. Manager's Report: Ongoing Projects. (Roberts)

#### M. OLD BUSINESS

- **23. Minutes** (Franklin)
  - a. Regular Meeting 2009-10, April 7, 2009.
  - b. Regular Meeting 2009-11, April 14, 2009.
  - c. Regular Meeting 2009-12, April 21, 2009.

N. ADJOURNMENT BY: JULIE FRANKLIN, CMC

**CITY CLERK** 

#### **AGENDA ITEM #1**

#### CITY COUNCIL COMMUNICATION FORM

FROM: Laureen Schaffer, Historic Preservation Program

Coordinator (Ext. 278)

Tom Leeson, Director, Planning and Community

**Development (Ext. 244)** 

THROUGH: Jon Roberts, City Manager (Ext. 228)

DATE: May 5, 2009

ITEM: A proclamation recognizing May 2009 as Historic

**Preservation Month.** 

NEXT STEP: Present the proclamation to Pam Duckworth, longtime

**HPAC Commissioner.** 

\_\_ DIRECTION

INFORMATION

\_\_ ORDINANCE

\_\_ MOTION

× PROCLAMATION

#### I. REQUEST OR ISSUE:

 Annually, the City of Steamboat Springs joins the Colorado Historical Society, other local governments, non-profit organizations, and individuals across the state to proclaim May as Historic Preservation Month. Eighty events are scheduled across Colorado for 2009. All events are sponsored by volunteers from various organizations, state agencies and local governments, as well as by individuals who share their passion for preserving Colorado's ancient and historic places.

#### II. RECOMMENDED ACTION:

- Present the Proclamation.
- Pam Duckworth, longtime Historic Preservation Advisory Commission member and local historic preservation advocate, will accept the proclamation.

#### III. BACKGROUND INFORMATION:

#### **Authorizing Legislation for Federal Historic Preservation Programs**

Preserving historic properties as reflections of our American heritage became a national policy through several actions by the United States Congress, including:

- The Antiquities Act of 1906
- The <u>Historic Sites Act of 1935</u> authorized the Secretary of the Interior to identify and recognize properties of national significance in United States history and archaeology (National Historic Landmarks).
- The <u>National Historic Preservation Act of 1966</u> expanded this recognition to properties of local and state significance in American history, architecture, archaeology, engineering and culture that are *worthy* of preservation. The NHPA also established the framework for the federal preservation program, which guides the City's Certified Local government Program.

#### **Economic Benefits of Historic Preservation**

Historic preservation programs make a substantial contribution to maintaining community character and enhancing economic vitality and provide education and connection with our shared legacy. A recent study by the Colorado Historical Society, *The Economic Benefits of Historic Preservation in Colorado*, identifies more than \$1 billion in statewide benefits from the state's historic preservation programs.

#### **Events to Celebrate Historic Preservation Month**

All Month

Steamboat Springs: Explore Our Past, A Historic Places Bike Tour. Maps for the self-guided tour are available at Centennial Hall and City Hall. This project relates to the Bike Friendly Steamboat Springs project.

May 23

Historic Places Bike Tour of Steamboat Springs – the City's Historic Preservation Commission and Historic Preservation Office. Starts at 10:00 at Howelsen Hill – approximately 2 hours. (Laureen Schaffer)

#### IV. SUMMARY AND ALTERNATIVES:

Staff recommends City Council support the above noted proclamation.

The Historic Preservation Commission and the Planning and Community Development Staff join to thank City Council for its continuing support for historic preservation.

WHEREAS, historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for Steamboat Springs and communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people and as a community; and

WHEREAS, the City of Steamboat Springs works with individuals, groups, and organizations to preserve the character of Steamboat Springs and Routt County through working with property owners to identify, restore, and protect historic buildings.

WHEREAS, the City of Steamboat Springs partners with local, state and federal government agencies, non-profit organizations, private businesses and individuals including Main Street Steamboat Springs, Historic Routt County!, the Tread of Pioneers Museum, the Routt County Board of County Commissioners and the Routt County Historic Preservation Board, Yampatika, the Steamboat Springs Arts Council, The Steamboat Art Museum, Colorado Preservation, Inc., the State Historical Fund of the Colorado Historical Society, the Colorado Historical Society, the Colorado Department of Local Affairs, the United States Forest Service and the Bureau of Land Management on historic preservation.

NOW, THEREFORE, be it proclaimed, that the Steamboat Springs City Council joins with its partners to proclaim May 2009 as Historic Preservation Month.

Attest:	
Julie Franklin, CMC	Paul Antonucci, President
City Clerk	Steamboat Springs City Council

#### **AGENDA ITEM # 2**

#### CITY COUNCIL COMMUNICATION FORM

**FROM:** Jonathan Spence, Senior Planner (Ext. 224)

John Eastman AICP, Planning Services Manager (Ext. 275)

**THROUGH:** Jon Roberts, City Manager, (Ext.228)

**DATE:** May 5, 2009

**ITEM:** Thunderhead #DPF-08-04

**NEXT STEP:** Building Permits can be issued contingent on compliance with CDC and

applicable conditions of approval.

ORDINANCE RESOLUTION

X MOTION

\_\_ DIRECTION

\_\_\_ INFORMATION

**PROJECT NAME**: Thunderhead #DPF-08-04

**PETITION:** Development Plan/Final Development Plan concurrent review of two

condo/hotel buildings with 100 residential units, 7 commercial/retail units, and associated improvements within the proposed 390,112 square feet of floor area. The applicant is requesting a height variance to allow for building A to be 104'-6" and building B to be 102'-10" at their highest

points.

**LOCATION:** Former site of the Thunderhead Lodge and Condominium buildings

**APPLICANT:** The Atira Group, Mark Matthews, VP of Development, P.O. Box 880639,

Steamboat Springs, CO 80488 (970) 870-9800

email: mmathews@theatiragroup.com

**PC ACTION:** January 22, 2009: The Planning Commission recommended approval by a

vote of 5-1. *Commissioners voting for approval*: Meyer, Curtis, Fox, Hanlen and Dixon. Commissioners *voting against motion to approve*:

Levy; Commissioners Absent: Ernst, Beauregard

This is a continuation of the February 17, 2009 Public Hearing for the proposed redevelopment of the Thunderhead site. The meeting was tabled to give the applicant the opportunity to revise the proposed public benefit to be commensurate with the level of variances requested. This revised proposal for public benefit is included as Attachment 1.

#### CITY COUNCIL COMMUNICATION FORM Thunderhead #DPF-08-04 05/05/2009

# Also included as attachments are four letters of correspondence received since the prior public hearing.

One condition of approval contained in the original staff report has been <u>removed</u> as it has been determined to be unnecessary. This condition read as follows:

In conjunction with final plat dedicate revised existing utility and access easement to Parcel B to match proposed driving surface, unless other agreement has been reached with Parcel B and the easement can be vacated with the plat

Planning Commission recommends APPROVAL of the Thunderhead Lodge <u>Development</u> Plan/Final Development Plan, # DPF 08-04 which consists of:

- 100 residential units
- Total gross building area of 390,112 square feet
- 229,643 net square feet of residential space
- 13,339 square feet of commercial space including the YVMC Triage and Transfer facility
- 33,181 square feet of amenity space
- 183 parking spaces
- Turn around at the terminus of Ski Times Square
- Enhanced multi-use corridor connecting the promenade to Ski Times Square
- Pedestrian promenade along ski base frontage consistent with Steamboat Springs Redevelopment Authority plans
- Conditional Use to allow residential units along a pedestrian frontage
- Conditional Use to allow a sales center along a pedestrian frontage for a period of time not to exceed two years.

with the required findings for approval for as a Planned Unit Development with the following conditions:

- 1. Civil construction plans prepared by a licensed Colorado civil engineer must be submitted to Public Works for review by Public Works, Planning, and Mt. Werner for review and approval prior to approval of any improvements agreement, building permit, or final plat and prior to the start of any construction. We recommend submitting the construction plans a minimum of five weeks prior to building permit application to allow time for review, comment response, and approval
- 2. Prior to approval of civil drawings the following items must be completed and approved by the City:
  - a. Adjust the grades and provide sufficient detail as needed so the new turnaround matches existing roads and meets City road design standards.

#### CITY COUNCIL COMMUNICATION FORM

Thunderhead #DPF-08-04 **05/05/2009** 

- b. Adjust the travel lane width to meet City requirements—it should be 12 ft exclusive of the 2 ft pan. (i.e. 26 ft curb to curb min along Ski Times Square).
- c. Modify storm drain to provide drainage system for Ski Times Square and Multiuse alley that is acceptable to City and does not require 90 degree turn of water in a valley pan and the length of storm drain shown in master plan.
- d. Provide construction easement for grading onto adjacent property or provide acceptable design to accommodate all work on project site.
- e. Provide turning template showing mulit-use alley and site's slopeside sidewalk (little promenade) provide adequate turnaround for fire and delivery vehicles.
- f. Provide Soils Report amendment to
  - i. Confirm adequacy of soils under new turnaround
  - ii. support proposed turnaround pavement design, and
  - iii. support proposed multi-use alley pavement design
- g. Revise the site lighting plan to provide a plan consistent with the Base area design guidelines and pattern book including such changes as removing the street lighting and adding sidewalk lighting.
- h. Revise the snow melt on the little promenade to extend to the stairs (it currently stops short).
- i. Coordinate with Fire Marshall to remove/ adjust the gates shown on the internal walk to comply with Fire requirements.
- 3. Provide 24 hour ADA access through the site to serve those who cannot utilize the stairs shown on the little promenade.
- 4. The developer shall pay his proportionate share of potential future traffic improvements in the base area as identified in the Base Area Master Transportation Study, calculated at \$ 93,676. Payment shall be submitted prior to issuance of building permit.
- 5. The owner shall be responsible for constructing and maintaining snow-melt and other private features located in the City ROW per the approved construction plans.
- 6. The public turnaround must be constructed prior to issuance of a full building permit; with the fire departments approval a foundation only (no vertical construction) permit may be issued in conjunction with the grading permit for the public turnaround.
- 7. The following items to be identified for each phase on the <u>construction plans and /or building permit</u> are considered critical improvements and must be constructed prior issuance of any TCO or CO; they cannot be bonded:
  - Public drainage improvements
  - Public sidewalk improvements
  - Installation of street and traffic control signs

#### CITY COUNCIL COMMUNICATION FORM Thunderhead #DPF-08-04 05/05/2009

- Access drive, driveway, and parking areas
- Construction and preliminary acceptance of the public turnaround and associated improvements.
- Storm water quality features. (Vegetation must be established prior to CO when required as part of the feature design.)
- 10. Correct Fire Command Center floor plan to meet Section 509.1 of 2003 International Fire Code. Note, 8 foot minimum dimension requirement and work with Fire Protection Engineer to insure adequate room to contain required items in section 509.1.
- On sign plan include "No Parking, Fire Lane, Tow Away Zone" signs on Burgess Creek Access and at or near the entrance to the two other Emergency Accesses.
- 12. No gates or any other obstructions are allowed on the Emergency Accesses. The pop jet fountain is shown in the Emergency Access. This would have to be examined and approved by the Fire Dept to be allowed.
- 13. Keep tree circles on the planting plan out of the emergency access widths.
- 14. A revocable permit for any and all items located within the ROW will be required prior to building permit approval.
- 15. The walkway/cover between buildings shown on page 2 must have a minimum 13 foot 6 inch vertical clearance and 16 foot clear width.
- 16. Final plat will include easements acceptable to Mount Werner Water for any new water or sewer mains installed for the project as well as existing water or sewer mains that are not within easements.
- 17. Clearly demonstrate on Building Permit application ADA Access routes on public access areas.
- 18. Promenade design and construction including the multi-use corridor shall meet or exceed any applicable Redevelopment Authority design standards. Promenade shall be designed to accommodate future expansion on the north and east ends. Site elevations and grading to be coordinated with SSRA.
- 19. Applicant agrees to contribute \$80,000.00 to the URA plan for landscaping and hardscape along Burgess Creek adjacent to the Thunderhead property (but located on Torian property). Payment will be due once the permitted and agreed upon plan begins construction.

#### CITY COUNCIL COMMUNICATION FORM

Thunderhead #DPF-08-04 **05/05/2009** 

- 20. A Master Sign Plan shall be submitted and approved prior to the issuance of a Building Permit.
- 21. Clear directional signs to the Public Parking in the underground garage for the commercial uses will be provided. Spaces available to the public will not be tandem spaces.
- 22. Pending bonding approval, provide construction access from STS Drive to base area between Slopeside and Thunderhead for SSRA work from approximately 1 Aug 2009 to 15 Nov 2009.
- Applicant shall submit all necessary design and construction credit documentation to the United States Green Build Council (USGBC) prior to certificate of occupancy. Applicant acknowledges that the City of Steamboat Springs and the Routt County Regional Building Department will conduct inspections of the project during its construction and that said inspections will not relate to the project's compliance with LEED standards. Applicant agrees that notices of satisfactory conditions given as a result of said inspections shall not be construed by Applicant as representations by the City of Steamboat Springs or the Routt County Regional Building Department regarding the project's LEED compliance. Applicant acknowledges that inspections for LEED compliance will be conducted only by the United States Green Building Council or other third party contracted for by Applicant.
- 24. Prior to the issuance of any grading or building permit, the Final Plat reflecting the consolidation of the Thunderhead parcels with the Ski Corp tract must be recorded. The plat must also remove any existing interior lot lines on the Thunderhead parcel.
- 25. Board and Batten The base material (simulating the board) shall be of fiber-cement material sheet a minimum of 5/16" thickness with faux wood grain.

(Example: Hardie panel with cedar mill pattern by James Hardie)

The batten material shall be of a fiber-cement material or similar with a minimum thickness of 3/4" and a minimum width of 3-1/2". The battens shall be placed generally 24" on center with limited occurrences of a greater separation.

(Examples: Hardie Trim Board with rustic graining or Miratec with a textured finish)

- 26. The roof pitch identified on the upper roof of Building B as 3:12 adjacent to a 2:12 shall be revised to be 2:12.
- 27. Prior to Building Permit approval the applicant is required to enter into a Development Agreement with the City that shall stipulate:

#### CITY COUNCIL COMMUNICATION FORM Thunderhead #DPF-08-04 05/05/2009

- Allowance of interior reprogramming including alterations in unit count and private amenity space and floor to floor/overall height reduction. (Any alterations in private amenity space must maintain compliance with CDC requirements)
- The extended approval period from three (3) years to five (5) years.
- Promenade construction and maintenance
- Community Housing Plan requirements
- Payment of \$235, 000.00 due prior to CO

The development agreement shall be subject to the review and approval of the City Attorney prior to execution.

#### LIST OF DOCUMENTS:

Attachment 1 – Revised public benefit proposal

Attachment 2 - Correspondence, John W. Hawkins, March 19, 2009

Attachment 3-Correspondence, Margaret S Bassion and Kenneth B Bassion, MD, March 18, 2009

Attachment 4-Correspondence, Karl Gills, YVMC, March 30, 2009

Attachment 5-Correspondence, Ron Smith, Bronze Tree, April 1, 2009

Attachment 6-Correspondence, Julien Hradecky, April 29, 2009

Attachment 7-Correspondence, Paul Sachs, Kutuk, April 29, 2009

#### **Thunderhead Public Benefit Summary**

April 7, 2009 - City Council Prepared by The Atira Group

Public Benefit	Priority per Applicable CDC	Description
Economic Sustainability: Hot Beds*	1	Facilities supporting nightly rental; 43.8% increase in pillow count over former use; unit mix meeting current market demand. Average size: 2,296 SF; 10 1-BR, 23 2-BR; 41 3-BR, 18 4-BR, 4 5-BR, 4 PH.
<b>NEW</b> Additional Affordable Housing: Contribution	1	\$235,248.00 contribution for affordable housing exceeding approved Community Housing Plan. Equal to Payment in Lieu for two IZ units at July 2008 rates.
Energy Efficiency and Sustainable Design: LEED Silver	2	LEED Silver projected annual public benefit includes savings of 60,000 gallons of potable water for landscaping, 300,000 gallons of potable water and treated wastewater (30% savings); reduction of 1,000 tons of CO2 into the atmosphere (equivalent carbon offset of 6,000 trees annually) at a construction cost premium of \$3.8 million; 30% of power from renewable energy (equivalent of taking 200 cars off the road or saving 7,200 trees annually) at annual cost of \$5000 today; 1,000 tons of new construction waste diverted from landfills (in addition to demolition recycling). Basic LEED certification adds 4-5% to construction cost with an additional cost of \$250,000-300,000 to attain LEED Silver. Under the revised CDC code adopted 11/4/08, LEED Silver is a Priority 1 Public Benefit.
Community Facilities: Yampa Valley Medical Center Transfer Center	2	Grant of 1,146 SF of space for transfer of patients from Ski Patrol to non-profit YVMC - market value of \$1,375,200. Allows delivery of essential service of non-profit hospital to locals and resort guests.
Community Facilities: Public Turnaround - 25%	2	Public turnaround and associated utilities and streetscape consistent with Base Area Plan concept (all plan options), needed with or without Thunderhead redevelopment. Public benefit allocated 25% to Thunderhead and 75% to future Ski Time Square project.
<b>REVISED</b> Additional Community Amenities: Offsite Burgess Creek Landscaping <b>(Cost Added)</b> , Promenade, Public Restrooms, Public Site Amenities	3	Added \$79,966 contribution to URA to offset URA costs for landscaping on Torian property in Burgess Creek corridor. New Community Amenity total of \$1.87 million equals 1.6% of estimated construction value. Community Amenity total also includes private funding of Promenade, public restrooms, and public site amenities beyond 1/2% required by code.

#### Note

<sup>\*</sup> In addition to the economic sustainability delivered by hot beds, the Thunderhead project fulfills the Base Area Plan goal to renovate or redevelop obsolete buildings. Demolition of the obsolete Thunderhead Lodge and Condominiums and associated asbestos abatement, adding \$3.2 million to the cost of redevelopment, is key to fulfilling Base Area Plan revitalization goals, allowing delivery of residential and commercial space meeting current market demand.

#### John W. Hawkins 3050 Scenic Hwy. 98 Unit 2 Destin, Florida 32541

March 19, 2009

Jonathan Spence, Sr. Planner Steamboat Springs Dept. of Planning and Community Development P.O. Box 775088 124 10th Street Steamboat Springs, CO 80477

Via email to jspence@steamboatsprings.net and Regular U.S. Mail

Re:

Ski Hill Subd. Parcel D (Thunderhead) #ZMA-08-04,

#CHP-08-06 and DPF-08-04

Dear Mr. Spence,

My wife and I are the owners of Unit 607 at Bronze Tree Condominiums, a "Surrounding Property Owner" for purposes of the instant application, and I am reiterating my objection on the plans as submitted. I previously corresponded with you in this regard, but wanted to update my objection based on yesterday's Steamboat Pilot article which reports that the Atira Group has increased the affordable housing component of its application by \$235,000.00. The article also reports that Mark Mathews, Atira's Vice-President, states that "The requested height we have is necessary to create a feasible project", that some Council member's request to reduce the height of the buildings by one story "could not be accommodated", and that City Council members who voted against approval now believe the applicant is on the right track for approval. I have been involved in real estate development and the regulatory approval process for many years, and this is the first project I have opposed. It is my understanding that redevelopment of the Thunderhead parcel is subject to a 73 foot height limitation, and that the plans as submitted show a height for the proposed buildings of 104 feet, which is a variance of 31 feet or approximately 43%. The applicant had to be well aware of the existing code restrictions at the time the property was purchased, and the economics for its acquisition should have been based on same. It is routine (and understandable) for developers to seek variances to enhance their profits, and it is routine for a negotiated agreement to be the result of the application approval process. It is very unlikely that the developer's profit margin on one floor jeopardizes the economic viability of the entire project. The proposed height of the project, as the first of several slopeside projects which will be seeking similar variances, unnecessarily puts Steamboat Springs' unique cultural heritage further at risk, which should not be traded for any amount of money. I urge the Council to hold firm regarding the requested height reduction. Please forward my letter to the Council, and I thank you for your professional assistance in this regard.

Sincerely,

John W. Hawkins

#### Jonathan Spence

From: kenbassion@pol.net

Sent: Wednesday, March 18, 2009 6:00 PM

**To:** Jonathan Spence **Subject:** Thunderhead

Dear City Council Members,

In reviewing the proposed additional contribution to public benefit of \$235,000 for public housing, I am impressed with the arrogance of Atira. This amount of money would not buy one room in their new building, no less a whole condo & it would not buy nor build much elsewhere in town. They are willing to offer a pitance of public benefit to build their very profitable development. Please don't let them get away with this.

Steamboat is a lovely ski town, unlike any other. Please keep the character of our lovely mountain village! A mountain of highrise multi million dollar condos would ruin the pure western nature of Steamboat. Please insist that Atira compromise on their height variance. The proposal they have given you is their wish to make incredible profits. Please don't let the town suffer for the benefit of one powerful developer. A responsible, less greedy developer would consider the nature of the mountain as a whole over their own personal gain. As pointed out many times by Ron Smith & others, they are using some public land for their turn around, the medical center already has land alocated to it & indoor public restrooms without signage & with difficult access are a sham. We are giving up so much to Atira & gaining so little. Once this is built, there is no turning back.

Thank you to those of you who have been very forward thinking about what this project would do to the town & mountain character. We welcome Atira but think it irresponsible of them to demand so much. Once we cave into their demands here, what will they demand in Ski Time Square? Please reconsider both the height variance & the 2 year permit extension.

Sincerely,

Margaret S Bassion Kenneth B Bassion, MD



March 30, 2009

Steamboat Springs City Council P.O. Box 775088 Steamboat Springs, CO 80477

Dear City Council,

Yampa Valley Medical Center remains in support of the Thunderhead replacement project being proposed by the Atira Group. Their commitment to contribute to YVMC a 1,000 square foot permanent location for the injured skier transfer center, also known as Fetcher Base, is a benefit to YVMC and the community.

Options for this use are very limited in accessible areas of the ski area. While there are other possibilities in the future, no one else has put forth a foreseeable timeline, nor committed the space without the burden of market price purchase.

YVMC has provided this service to our community and visitors for many years, and looks forward to doing so in the future with the support of the Atira Group's project.

Sincerely,

Karl B. Gills, FACHE Chief Executive Officer

KBG/ljk



#### **RON SMITH**

Attorney At Law
610 Oak Street
P.O. Box 774446
Steamboat Springs, CO 80477

(970) 879-5313 (970) 879-5501 (fax) E-mail: <u>rsmith16673@earthlink.net</u>

April 1, 2009

Steamboat Springs City Council Steamboat Springs, Colorado

Re: Thunderhead Project (Ski Hill Subd., Parcel D) CHP-08-06 and DPF-08-04

Dear City Council Members:

I represent the 37 Condominium Unit Owners at the Bronze Tree Condominiums (hereinafter "Bronze Tree"). Bronze Tree is located directly northeast of the proposed Thunderhead development.

#### **Position Statement**

Bronze Tree recognizes the need for and supports the redevelopment of Ski Time Square; however, the owners of the Bronze Tree Condominiums *strongly oppose* the Thunderhead Development Plan and height variance proposed by the Applicant, Atira Group.

#### **Opposition to Requested Height Variances**

Bronze Tree's primary opposition to the Thunderhead Development is the height of the proposed buildings and to the two requested height variances.

The Overall Height with a 6 foot additional allowance for underground parking, according to the Community Development Plan ("CDC"), is 73 feet. The Applicant proposes a variance, to increase the height to 104 1/5 feet, 43% higher than allowable by the CDC.

The CDC authorizes an Average Plate Height of 46 feet. The Average Plate Height proposed by the Applicant is 75 feet 2 inches. The Applicant is proposing a variance for the Average Plate Height of 63% higher than allowable by the CDC.

Bronze Tree opposes the requests for these very extraordinary height variances.

#### Analysis

The Applicant must prove a significant Public Benefit for the approval of the height variances. To grant the requested variances the City Council must make two findings:

- 1. That the proposed variation to the Average Plate Height and the Overall Height is *necessary* for the purpose to be achieved, and
- 2. That the extent of the variation requested *has a direct and proportional* relationship to the magnitude of the benefit that is received by the community at large and the users of the project.

Bronze Tree's specific arguments with regard to the Public Benefits proposed by the Atira Group are set forth in my letter to the City Council of February 11, 2009 which I would request be incorporated into this letter.

#### February 17, 2009 City Council Meeting

At the conclusion of the February 17, 2009 City Council meeting, Council tabled this application to April 7, 2009 and directed the staff to work with the Atira Group on:

- 1) the turnaround;
- 2) the height;
- 3) the public benefit to vary the height;
- 4) more commercial space;
- 5) vesting period from 5 years to 3 years.

(Minutes of Steamboat Springs City Council meeting regular meeting 2009-06 February 17, 2009).

#### **Applicants Current Position**

It appears from the Applicants submittal that the Applicant has chosen not to address 4 of the 5 issues which it was directed to work with staff on by City Council on February 17, 2009. The Atira Group has chosen *not* to address:

- 1) the turn around;
- 2) the height;
- 3) more commercial space; and
- 4) vesting period from 5 years to 3 years.

Atira Group has chosen not to address the height issue which is critical to Bronze Tree, but to "throw money at the problem" by increasing their Public Benefit by contributing \$235,248.00 for affordable housing.

By not addressing 4 of 5 significant matters that it was directed to address by the City Council on February 17, 2009, Atira Group appears to be making its current proposal

without regard to the directions from Council.

While a \$235,248.00 contribution for affordable housing is significant to the City of Steamboat Springs, it is extremely insignificant to the Thunderhead Project. According to the Atira Group, there are 229,643 square feet of saleable residential space and 11,342 square feet of saleable commercial space in the Thunderhead Project. Atira Group has provided the City with its estimated selling price of \$1,200.00 per square foot. It would appear then that the Thunderhead Project has a gross sales value of \$289,182,000.00.

Atira Group's proposal of contributing an additional \$235,248.00 for affordable housing is approximately .08% of the gross sales value of this project.

The proposed project has 8 levels of saleable square footage and while the saleable square footage on each floor may vary, 1/8<sup>th</sup> of the gross sales value of \$289,182,000.00 exceeds \$36,000,000.00.

Is it any surprise to Council that Atira would agree to contribute \$235,248.00 to allow an extra story that it will be able to sell for approximately \$36,000,000.00?

Is this the best deal that Council can negotiate for Public Benefits on behalf of the residents of our community?

Bronze Tree would submit that under any type of a reasonable objective analysis that this additional Public Benefit does not justify the height variances requested by Atira Group.

Additionally, the Atira Group has provided absolutely no justification to prove that the variation to the Overall Height Variance and to the Average Plate Height is necessary to achieve the Public Benefit. The Atira Group has simply made that bold conclusionary statement and has not provided any evidence or documentation to support it.

#### Summary

The burden is on the Applicant to prove that the Height Variance requested is necessary to achieve the goals of the Base Area Plan and public purposes including Residential Density, Commercial Vitality, Community Facilities, and additional community amenities. *The Applicant has failed to present any evidence or documentation to demonstrate that this height variation is necessary to achieve any of these goals.* Bronze Tree would assert that all of these goals can be obtained without the height variation being requested. This Applicant has failed to prove otherwise and it is their burden of proof. Bronze Tree would remind the City Council that the Applicant's original proposal submitted for conceptual review of this Thunderhead Project was only 90 feet high.

The burden of proof is also on the Atira Group to prove that the extent of the variances requested have a direct and proportional relationship to the magnitude of the benefit that is received by the community at large and users of this project. *Again, the Atira Group* 

has failed to present any evidence that the Overall Height variance of 43% and the Average Plate Height variance of 63% has any relationship to the public benefits received by the community at large and users of this project or that these same benefits could not be achieved without the height variances requested.

Atira Group's offer to contribute \$235,248.00 for affordable housing is extremely minimal when considering that the gross sales value of the residential and commercial property at the Thunderhead Project is in excess of \$289,000,000.00 and each floor has a gross sales value of approximately \$36,000,000.00.

The 37 unit owners of Bronze Tree Condominiums respectfully request that the City Council vote to deny the height variance requested by the Applicant and the application for a final development permit.

Thank you.

Very truly yours

Ron Smith

Attorney for Bronze Tree Condominium Association, Inc.

Previously e-mailed Attachment 6

#### Anja Tribble

From: Anja Tribble

Sent: Wednesday, April 29, 2009 4:06 PM

To: Cari Hermacinski; Jon Quinn; Loui Antonucci; Meg Bentley; Scott Myller; Steve Ivancie; Walter

∕Iagill

Cc: Julie Franklin; Jonathan Spence

Subject: Thunderhead

From: Anja Tribble

Sent: Wednesday, April 29, 2009 4:04 PM

To: 'JJHrad@RJEngineering.com'

Subject: RE: For council packet for next week's meeting

#### Dear Julien

Thank you for your comment. Your e-mail has been forwarded to City Council and the appropriate staff members. It will also be included in the City Council packet. Sincerely,

Anja Tribble-Husi Staff Assistant City Clerk's Office Steamboat Springs, Colorado

(970) 871-8225 atribble@steamboatsprings.net

**From:** Julien J. Hradecky [mailto:JJHrad@RJEngineering.com]

Sent: Wednesday, April 29, 2009 8:28 AM

To: Anja Tribble; Jason Peasley

**Subject:** For council packet for next week's meeting

As a resident of Bronze Tree, I would like to be on record as completely against the developers of the Thunderhead property being granted their requested variance to the height restriction. There is a reason why the allowed height of 73 feet is in effect. The requested height variance of 109 feet will forever change the character of the slope side and block the views of existing properties. The proposal is mind-boggling in its degree of proportion to everything around it. Torian Plum and Creekside are pretty good size buildings, and they will look like garden sheds beside the proposed monstrosities.

Of course, any developer needs to <u>try</u> to get the maximum that they think the community can endure all the while tantalizing them with dreams of bigger tax revenue and so-called "public benefits" but Council must stick to its guns and insist upon compliance. The developers can certainly come up with a plan to maximize their own profits and still create an attractive and viable development within the allowable regulations.

Previously e-mailed 2-15

It is a dangerous precedent for council to allow Atira to keep upping their cash "public benefits". It will be seen as a kind of "bribe" that all future developers will simply add to their budgets. If passed, developers will soon realize if they just keep adding "public benefit" incentives, even in the form of cash towards "affordable housing", that Steamboat council will approve most anything. This is not the way councilors should be perceived by their constituents. It is certainly a good thing if developers includes real "public benefits" in their proposals, but that should not be quid pro quo for ramming through any and all variances, especially grossly over-height and out of proportion ones. By no stretch of the imagination is this a "minor variance" if it allows four additional storeys for no reason other than inflating Atira's bottom line. Even if they cut it off at 73', these 2 proposed buildings are like a pair of elephants sitting on a table cloth, with a tiny fringe around them.

If we imagine what Vail looked like in the 60s when the original Bavarian theme was developed around Bridge Street, it was just a delightful plan. Well, certain declines in the economy over the 70s and 80s necessitated all kinds of lax and negligent interpretations of the plan and the code in Vail and subsequently some absolutely atrocious and hideous buildings were allowed to be built westward toward and including Lionshead. Vail lost control and developers built whatever they wanted, small or massive, ugly, and without exception completely unsympathetic to the Bavarian architecture of the original plan. Compare that with Whistler Village which is extremely controlled architecturally, and you see why it is a jewel that even non-skiers from around the world come to see and appreciate for its beauty and integrity.

There is some discussion that Atira, the developer, is courting Ritz-Carlton to manage this property upon completion. If so, I do not doubt that the overall project will be beautifully executed. Apparently Ritz-Carlton insists on 9' foot ceilings in all units and if true, so be it, but Atira ought to be obliged to live with fewer storeys on the building and produce a design with the maximum 73' height in the code. Atira simply has to lower its profit expectations.

There is no reason other than a huge profit-grab for the project to exceed the height allowable under existing code. There was obviously a reason for this maximum height in the past and there is no justification for the municipality to allow such a gross variance.

Sincerely, Julien Hradecky Bronze Tree #406 ijhrad@golden.net Paul Sachs, P.C.
75 Fifth Street, Suite 3
P.O. Box 773554
Steamboat Springs, CO 80477
psachs@paulsachspc.com
(970) 879-8600 (970) 846-9777 (cell)
(970) 879-8601 (fax)

April 29, 2009

<u>Via Hand-Delivery</u> Steamboat Springs City Council Steamboat Springs, Colorado

APR 2 9 2009

Re: Thunderhead Project (Ski Hill Subdivision, Parcel D)

Dear City Council Members:

I represent The Kutuk Condominium Owners Association, Inc. (hereinafter "Kutuk"). Kutuk is located across Ski Time Square Drive from the proposed Thunderhead development and contains 32 residential units and one commercial unit. As previously expressed, Kutuk is pleased that the Atira Group (hereinafter "Atira") is proceeding with the development of the Ski Time Square Drive area. I will not reiterate the points made in my letter of February 11, 2009 prior to the City Council meeting on February 17, 2009, and my letter of April 1, 2009 prior to the City Council meeting on April 7, 2009, but trust that you will take those points and the points made at the February meeting into consideration in your deliberations. As you know, at your February meeting, by a three to three vote, Council denied Atira's petition for a Final Development Plan approval and then subsequently tabled the petition to the April 7, 2009 meeting. At the April 7, 2009 meeting, Council, at Atira's request, tabled the petition to this May 5, 2009 Council meeting.

As previously expressed, Kutuk's principal concern, which Atira completely failed to address before coming back to Council, is the location of the proposed turnaround. This location allows Atira to have a private turnaround in front of the Thunderhead (in the public right of way) and destroys the ambiance and amenities that currently exist in front of Kutuk. To accomplish the proposed turnaround the City of Steamboat Springs is gifting public property to a private developer without consideration. The grant of this public property to a private developer allows Atira to increase the size of their proposed buildings and, in essence, accomplish a variance of any set back requirements. Atira owns a significant amount of property that it could use to easily and effectively accommodate its own turnaround and disembarkment area.

Due to Atira's lack of response to Council's direction concerning the public turnaround, Kutuk hired the engineering firm of Drexel, Barrell & Co. to see if there were alternative designs that would work as well, or better, than that proposed by Atira. Two such designs are attached to this letter. I have met with Planning Staff, Public Works and Mark Matthews to go over both of these.

Planning Staff had some concerns with the first design (the one without the full turnaround), which were addressed in the second design. All of the criteria that Planning Staff informed Drexel, Barrell & Co. that needed to be met by the design are met by these drawings.

Public Works informed me that either design appeared workable, pending final engineering being done. They indicated that either design met the criteria they were looking for in a turnaround.

Mr. Matthews informed me that Atira had no vested interest in where the public turnaround was placed and that but for the fact that either of these designs would cause Atira to have to resubmit final engineering drawings, they were not otherwise objectionable from his perspective.

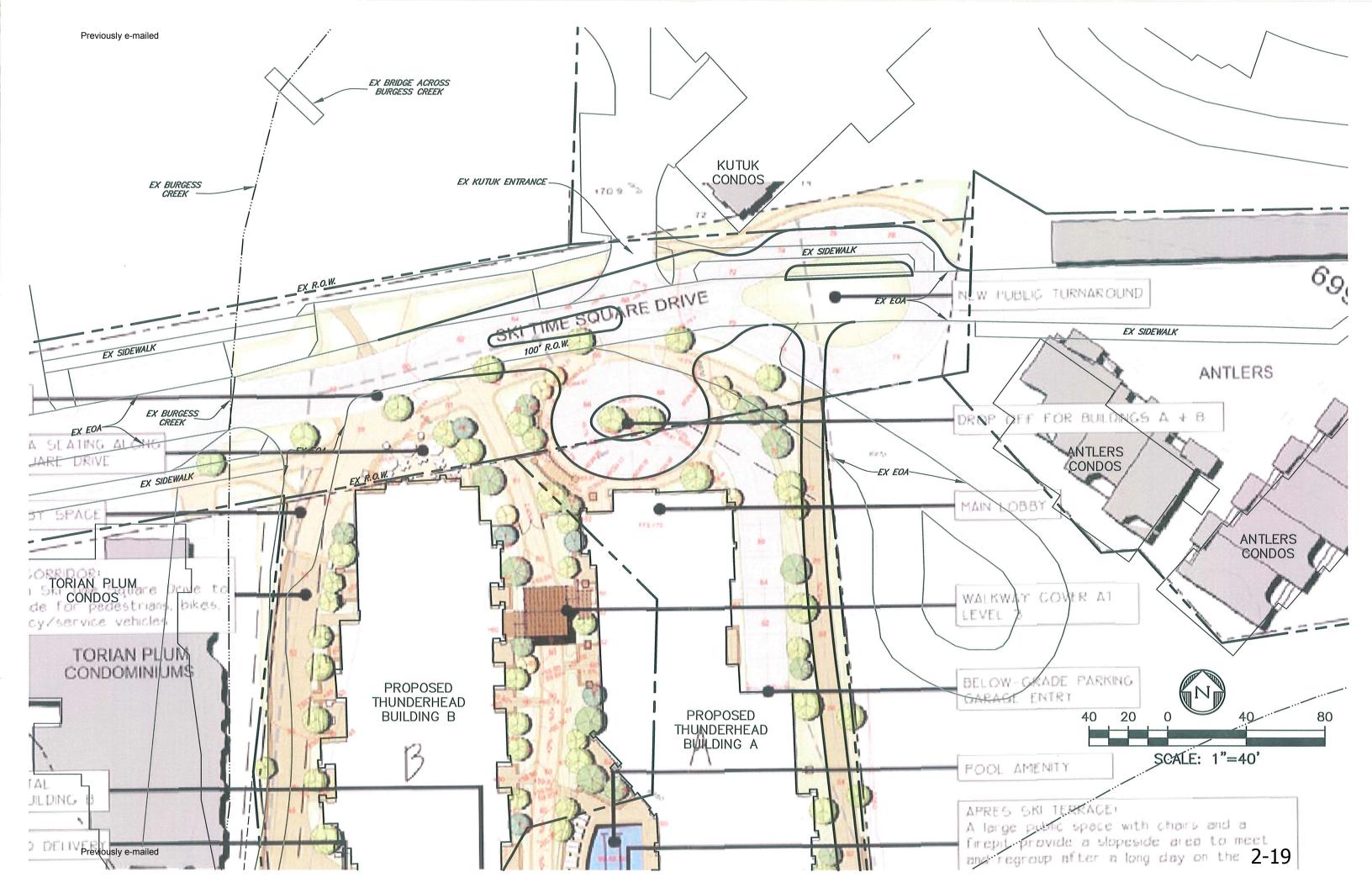
We have also confirmed with the fire department that either of these designs would meet their needs.

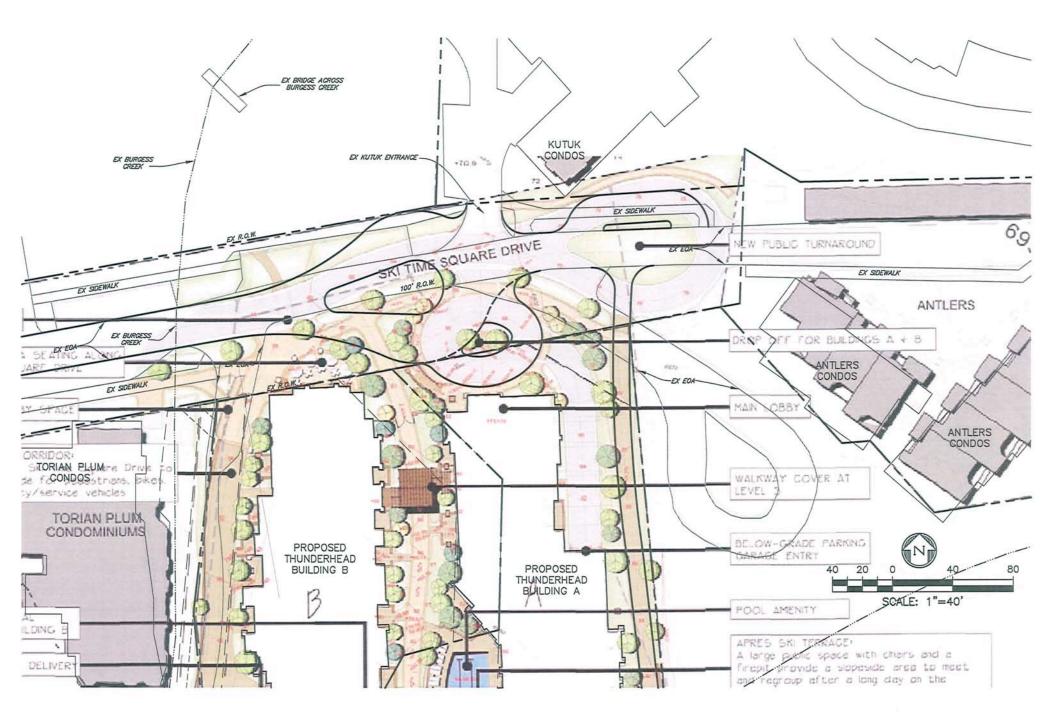
In short, the issues raised by Kutuk regarding the public turnaround can be addressed by either of the proposals drawn by Drexel, Barrell & Co. Kutuk would respectfully request that Council require Atira, as a condition of any approval given for their petition, to reengineer the public turnaround along the lines of one of the attached drawings. This would satisfy Kutuk's concerns, make for a safer pick-up and drop-off zone at the end of Ski Time Square, and, aside from the additional engineering, not create any greater costs for Atira.

Most Sincerely,

Paul Sachs

Cc: Kutuk Board of Directors





# Thunderhead DP/FDP

STEAMBOAT SPRINGS CITY COUNCIL
May 5, 2009



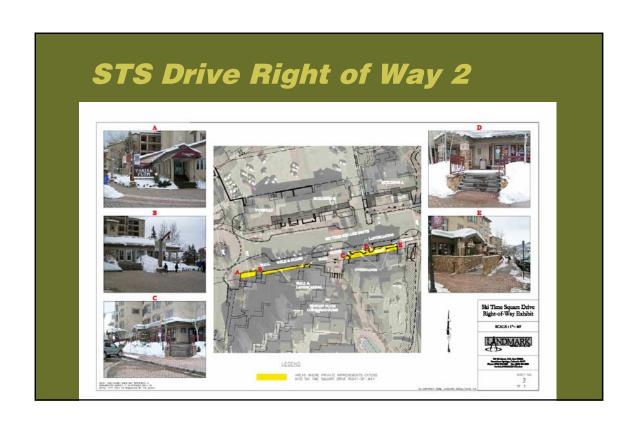
# **Project Summary**

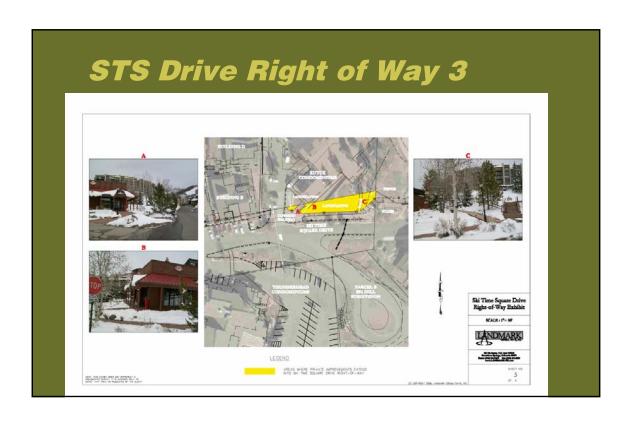
- > Mixed-use LEED Silver redevelopment
- > 390,112 GSF in two buildings
- > 100 residential units whole ownership or fractional sale 5-star standard
- > 13,339 GSF commercial
- > Community facilities & amenities

# Feedback from February 17th Meeting

- > Public Right of Way
- > Public Turnaround
- > Commercial Space
- > Building Redesign
- Vesting Period
- > Public Benefit

# STS Drive Right of Way 1





# Thunderhead Site Plan



- 3 Public Turnaround
- 3 STS Drive Streetscape
- 3 Pedestrian Connections
- 3 Play Area
- 3 Public Restrooms
- 3 Promenade
- 3 Public Seating
- 3 Fireplace
- 3 Fire pit
- 3 Pop-jet Fountain
- 3 Retail & Dining
- 3 YVMC Ski Patrol Transfer Center

# Response to February 17th Meeting

- > Public Right of Way 4
- > Public Turnaround 4
- > Commercial Space 4
- ▶ Building Redesign 4
- > Vesting Period 4
- > Public Benefit 4

#### Thunderhead Public Benefit

#### **Current Priority Ranking of Public Benefits**

Public Benefit	Priority Ranking		
Economic Sustainability	1		
Additional Affordable Housing	1		
Energy Efficiency & Sustainable Design (LEED)		2	
Community Facilities		2	
Additional Community Amenities			3

#### Thunderhead Public Benefit

Public Benefit	Current Priority Ranking		
Economic Sustainability	1		
Additional Affordable Housing	1		
Energy Efficiency & Sustainable Design (LEED)		2	
Community Facilities		2	
Additional Community Amenities			3

#### **Priority 1**

#### **Economic Sustainability**

✓ Facilities supporting nightly rental; 43% increased pillow count

#### Additional Affordable Housing New!

✓\$235,000 for community housing beyond code requirement

## Thunderhead Public Benefit

Public Benefit	Current Priority Ranking		
Economic Sustainability	1		
Additional Affordable Housing	1		
Energy Efficiency & Sustainable Design (LEED)		2	
Community Facilities		2	
Additional Community Amenities			3

#### **Priority 2**

#### **Energy Efficiency & Sustainable Design**

✓ LEED Silver

#### **Community Facilities**

- ✓YVMC Ski Patrol Transfer Facility
- ✓ Public Turnaround (25% TH / 75% STS)

### Thunderhead Public Benefit

Public Benefit	Current	Current Priority Ranking	
Economic Sustainability	1		
Additional Affordable Housing	1		
Energy Efficiency & Sustainable Design (LEED)		2	
Community Facilities		2	
Additional Community Amenities			3

#### **Priority 3**

#### Additional Community Amenities 3x MORE than required

- ✓ Promenade
- ✓ Public Restrooms
- ✓ Public Site Amenities—play area, fountain, fireplace, fire pit, gathering places & furnishings
- ✓ URA Funding—\$80,000 added landscape to Burgess Creek corridor on Torian property

# Architectural Excellence



- Building Orientation—
   open space and
   visual / pedestrian
   corridors
- > Stepbacks
- Articulation
- Pedestrian-level Detail
- Building B Portal

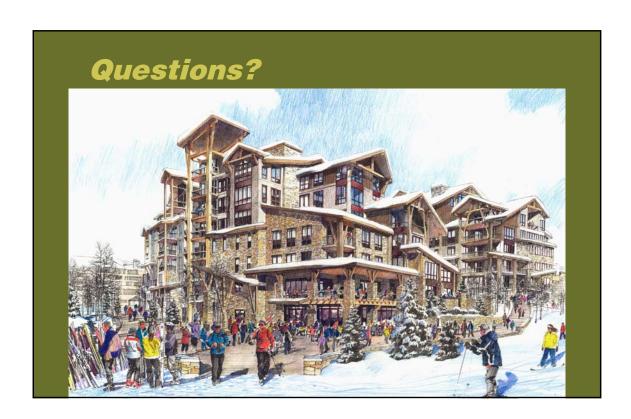
# Vitality & Quality



# Summary

# **Meets CDC & Adopted Plans & Standards**

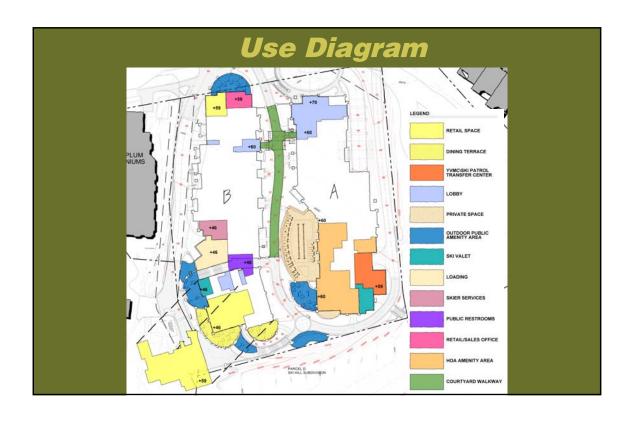
- > SSACP
- > Base Area Plan
- > Design Standards
- > Retail Study
- > Base Area PUD Public Benefit



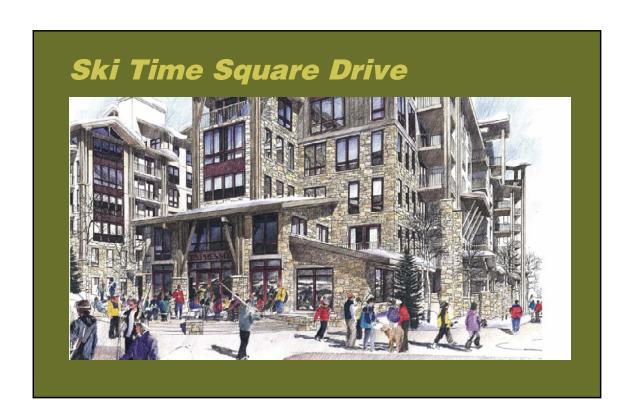
# **End of Presentation**

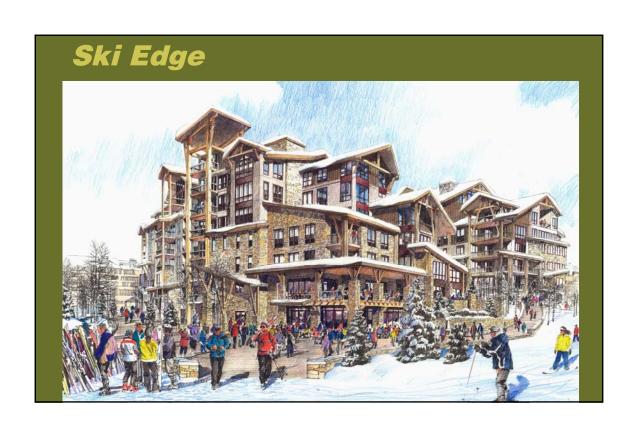
















## **AGENDA ITEM #3**

#### CITY COUNCIL COMMUNICATION FORM

FROM: Dan Foote, Staff Attorney (Ext. 223)

THROUGH: Jon Roberts, City Manager (Ext. 228)

**DATE:** April 21, 2009

ITEM: AN ORDINANCE REQUIRING PERSONS OWNING,

LEASING, OR OTHERWISE CONTROLLING PRIVATE PROPERTY TO PREVENT THE USE OF THE PROPERTY BY MINORS POSSESSING OR

**CONSUMING ALCOHOLIC BEVERAGES;** 

REPEALING ALL CONFLICTING ORDINANCES;

PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Foote)

NEXT STEP: ADOPT THE ORDINANCE ON SECOND READING.

X ORDINANCE
RESOLUTION
MOTION
DIRECTION

INFORMATION

#### I. REQUEST OR ISSUE:

Adopt an ordinance prohibiting the hosting of gatherings at which persons under the age of twenty one years possess or consume alcoholic beverages.

#### II. RECOMMENDED ACTION:

N/A.

## III. BACKGROUND INFORMATION:

On April 14, 2009 the City Council directed staff to schedule hearings for the adoption of the social host ordinance previously considered by the City Council in December of 2008. City Council requested several revisions to the ordinance. The ordinance proponents also proposed several revisions on April 15, 2009.

The attached ordinance has been revised per the request of the City Council and the proponents. Legal staff has also made some changes to clarify the ordinance and eliminate superfluous terms. The changes are as follows:

- --The term "minors" has been replaced with "underage persons". The previous version of the ordinance defined minors as persons under the age of twenty one years. This definition is inconsistent with a number of statutory definitions. Deputy District Attorney Stahl suggested using "underage persons" instead.
- --"Expressly" has been added to the second recital to avoid any suggestion that the Council has determined that providing premises for underage persons to possess or consume alcoholic beverages cannot be the basis for a prosecution under the contributing to the delinquency of a minor statute.
- --DDA Stahl suggested redefining "private property" and eliminating the references to "private premises" and "private residences". This change appears in a number of locations
- --"They do not knowingly permit" has been added to the fourth recital to make it clear that the culpable mental state is "knowingly"
- --The definition of knowledge/knowingly has been deleted as that is a term of art already defined in the Colorado Jury Instructions. The municipal court prosecutor prefers to rely on the existing jury instructions. The CJI definition is "A person acts "knowingly" or "willfully" with respect to conduct or to a circumstance described by a statute defining an offense when he is aware that his conduct is of such a nature or that such circumstance exists. A person acts "knowingly" or "willfully" with respect to a result of his conduct when he is aware that his conduct is practically certain to cause the result."
- --The definition of "Party, gathering, or event" has been deleted. Subsection (b) included in the previous version an element that the offender allow a party or gathering to take place. The ordinance does not require proof of a minimum number of people to trigger social host liability. Therefore, it seems that this term is superfluous and should be removed. The municipal court prosecutor concurs.
- -- The definition of trespass has been revised at the suggestion of DDA Stahl.
- --Subsection (b) has been revised to delete the party/gathering element, to clarify the meaning of rent/lease as not applying to management companies or the owners of rental properties, and to make it more clear and concise.
- --The term "person" has been replaced with "offender" in the penalties section (g) at the suggestion of DDA Stahl.

- --The revenue distribution language in section (g) has been deleted at the request of Council.
- --A large chunk of language in the last paragraph of (g) has been deleted at the suggestion of DDA Stahl. The intent of this paragraph was to clarify that 1) the ordinance applied to persons under the age of 18 and 2) that persons under the age of 18 at the time of their offense would not be subject to incarceration. The deleted language added additional elements and terms such as "guest" and the absence of "parents" or "guardians". After the deletion of this section, the defined terms "Parent" and "Social Host" do not appear in the ordinance and their definitions have, therefore, been deleted.
- --The text of the statutory exemption for parents providing alcohol for consumption while under parental supervision has been deleted. The statutory reference is sufficient to preserve the affirmative defense and avoids ambiguities that will arise if and when the statute is amended.
- --Section (i) has been added to create an affirmative defense for persons seeking medical assistance for an underage person relating to alcohol consumption. This language tracks the statutory language for the affirmative defense to MIP/MIC for underage persons seeking medical assistance for another underage person, except that it applies to persons of any age who seek assistance.
- -- The defined term "Alcohol" does not appear anywhere in the ordinance and its definition has, therefore, been deleted.

#### IV. <u>LEGAL ISSUES.</u>

None.

#### V. FISCAL IMPACTS.

Some increase in municipal court expenses is possible. The likelihood and amount of increased expenses is uncertain.

#### **CITY OF STEAMBOAT SPRINGS, COLORADO**

ORDINANCE NO.	
---------------	--

SOCIAL HOST ORDINANCE - AN ORDINANCE REQUIRING PERSONS OWNING, LEASING, OR OTHERWISE CONTROLLING PRIVATE PROPERTY TO PREVENT THE USE OF THE PROPERTY BY UNDERAGE PERSONS POSSESSING OR CONSUMING ALCOHOLIC BEVERAGES; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Council finds that the consumption of alcohol by underage persons is a significant and ongoing problem in the community which current regulations address by prohibiting the sale or distribution of alcoholic beverages to minors and the possession or consumption of alcoholic beverages by minors; and

**WHEREAS**, current regulations do not expressly impose any duty upon the owner, renter, lessee, or any other person in control of private property, as defined herein, to prevent the use of such property by underage persons possessing or consuming alcoholic beverages; and

**WHEREAS**, law enforcement agencies are generally unable to detect or prevent the possession or consumption of alcoholic beverages by underage persons on private property, as defined herein, before said consumption leads to behavior that poses a threat to the public health, safety and welfare, to wit: excessive noise, driving while intoxicated or under the influence, physical altercations, violent crimes including rape and other sexual offenses, accidental injury, vandalism, and disturbances, all of which often require a response from law enforcement; and

**WHEREAS**, the City Council finds that the threat posed to the public health, safety and welfare by underage persons possessing and consuming alcohol on private property, as defined herein, requires owners of or persons in control of private property to ensure that they do not knowingly permit minors to use the private property for the purpose of possessing or consuming alcoholic beverages.

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STEAMBOAT SPRINGS, COLORADO:

Section 1. Chapter 10, Article VI of the Steamboat Springs Revised Municipal Code is hereby revised by the addition of the following (Section 10-206):

"Section 10-206. Knowingly providing private property to underage persons possessing or consuming alcoholic beverages is unlawful."

#### (a) DEFINITIONS.

- (1) Alcoholic Beverage: Shall have the same meaning as "alcohol beverage" per C.R.S. 12-47-103(2).
- (2) **Person:** Is any individual, partnership, co-partnership, corporation, or any association of one or more individuals. A person does not include any city, county, or state agency.
- (3) **Private Property:** means any privately owned real property that is not open to the public.
- **(4) Trespass:** The entry onto the private property of another without permission from the owner, occupant, or other person legally, or otherwise, entitled to possession of the private property.
- (b)MISCELLANEOUS. All words herein in the singular number shall extend to and include the plural number. All words used herein in the plural number shall extend to and include the singular number. All words used in any gender, male, female or neuter shall extend to and include all genders as may be applicable in any particular context.
- (c) PROHIBITION. No person who owns, rents, leases or controls private property shall knowingly allow an underage person to possess or consume any alcoholic beverage anywhere on the private property under his control. The terms "rent" and "lease" as used in this section apply to persons entitled to occupy or possess the private property per the rental/lease agreement and do not apply to management companies or other agents managing rental properties.
- (d) TRESPASS. The provisions of this ordinance shall not apply to the possession or consumption of alcoholic beverages by an underage person or persons trespassing on the private property. A person or persons shall not be considered trespassers if they are in the company of any person who is an owner, occupant of, or other person legally or otherwise entitled to be present on the private property.

- (e) **SEPARATE VIOLATIONS FOR EACH INCIDENT.** Each incident in violation of this ordinance shall constitute a separate offense.
- **(f) ENFORCEMENT AUTHORITY.** All City of Steamboat Springs Police Services Officers are authorized to administer and enforce the provisions of this ordinance.
- **PENALTIES FOR VIOLATION.** Any person over eighteen (a) years of age who is found guilty or pleads guilty or nolo contendere in Steamboat Springs Municipal Court to violating this Social Host Ordinance (the "offender") shall be punished by a fine of not less than \$500.00 for the First Offense, not less than \$750.00 for the Second Offense, and not less than \$999.00 for the Third Offense. Additionally, the offender shall be required to perform not than less twenty-four (24) hours of community service, shall be required to complete an alcohol education program paid for by the offender and, in the discretion of the Municipal Court Judge, the offender may be sentenced to a term in the Routt County jail per the terms of Section 1-15 of this Code. No portion of the fines shall be deferred and all required community service must be completed during hours when the offender is not employed and/or attending school.

Any person under eighteen (18) years of age who violates the provisions of this ordinance shall be subjected to penalties prescribed by the Steamboat Springs Municipal Court Judge, as contained herein, except that the Municipal Court Judge shall not impose any sentence of incarceration for the violation of this Ordinance by a person who was under the age of eighteen (18) years at the time of the violation.

(h) **EXCEPTION—PARENTAL SUPERVISION.** This section shall not apply to conduct involving the use or possession of alcoholic beverages by a minor authorized by C.R.S. 18-13-122(3)(a) and (7).

## (i) EXCEPTION—PERSONS SEEKING MEDICAL ASSISTANCE.

A person or and one or two other persons who violate the provisions of this ordinance shall be immune from criminal prosecution hereunder if they establish the following:

- (a) One of the persons called 911 and reported that an underage person was in need of medical assistance due to alcohol consumption;
- (b) The person who called 911 and, if applicable, one or two

other persons acting in concert with the person who called 911 provided each of their names to the 911 operator;

- (c) The person was the first person to make the 911 report; and
- (d) The person and, if applicable, one or two other persons acting in concert with the person who made the 911 call remained on the scene with the underage person in need of medical assistance until assistance arrived and cooperated with medical assistance and law enforcement personnel on the scene."
- Section 2. All ordinances heretofore passed and adopted by the City Council of the City of Steamboat Springs, Colorado, are hereby repealed to the extent that said ordinances, or parts thereof, are in conflict herewith.
- Section 3. If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent, be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect, and shall be in no way affected, impaired, voided, or invalidated.
- Section 4. The City Council hereby finds, determines and declares that this Ordinance is necessary for the immediate preservation of the public peace, health and safety.
- Section 5. This Ordinance shall take effect immediately upon the expiration of five (5) days from and after its publication following final passage, as provided in Section 7.6(h) of the Steamboat Springs Home Rule Charter.

	RDERED PUBLISHED, as provided by law, by the mboat Springs, at its regular meeting held on the
day of	, 2009.
ATTEST:	Paul Antonucci, President Steamboat Springs City Council
Julie Franklin, CMC	

City Clerk

<b>FINALLY READ, PASSE</b> , 2009.	<b>D AND APPROVED</b> this day of
ATTEST:	Paul Antonucci, President Steamboat Springs City Council
Julie Franklin, CMC City Clerk	

# **AGENDA ITEM # 4**





## **Brand Image & Positioning**

Brand: Western, Friendly, Open Space, Cultural Heritage & History

**Age Demographic:** Primary: 28-54 years of age

Secondary: 54+ years of age

**Income Level:** Primary: \$75,000 - \$150,000

Secondary: \$150,000 - \$250,000

Family Status: Primary: Families with children

Secondary: Baby Boomers / Empty Nesters

Education Level: College educated

Activity Level and Interests: Outdoorsy, Healthy, Leisure Activities,

Cultural & Heritage travel interests

## **Changes from 2008 Plan**

#### Items Cut:

- Broadcast Media 2008 budget \$23,500. Used to compliment print media campaign in Front Range and across the state. 2009 budget \$0
- Summer Research 2008 budget \$17,000. Conduct research every summer from visitor intercept surveys (every other summer) to product perception surveys and campaign focus groups. 2009 budget \$0
- Summer Air Campaign 2008 budget \$50,000. Cut for 2009 due to single service carrier United Express.

#### Collateral

**Lure brochure**: Printing 15,000 Fulfillment piece, 08- printed 27,000



**Rack brochure:** printing 20,000. Rack distribution across CO.08- printed 25,000



2008: budget \$33,000 (design & print) 2009: budget \$22,000 (design & print)

## **Destination Print Campaign**

## Strategy:

Spend more in regional drive market. Make sure the destination print plan supports the drive market to the fullest extent.

#### **Publications:**

- Midwest Living, Travel & Leisure/ Food & Wine, Sunset, Southern Living, AAA Colorado and Preprint Spring Newspaper Insert (added value- Oprah Magazine travel section listing)
- All publication, exception AAA Colorado, are cooperative advertising efforts with the Colorado Tourism Office
- 2009 total spend \$26,000-\$30,000
- 2008 total spend \$54,000 (down roughly \$25,000)
- Dropped: USA Weekend, National Geographic Traveler, Cooking Light, Texas Monthly and display ad in Oprah Magazine

## **Destination Print Ad**



Travel & Leisure

## **Regional Print Campaign**

#### Strategy:

Maintain similar spend in Denver Post as last year. Pursue other regional newspapers and print publications in regional markets.

#### **Denver Post:**

#### 11 Steamboat in the Summertime ads

- May through September (heavy insertion June August), Sunday Travel Section, mostly front cover 4-color ads
- Focus on brand ads for awareness campaign, summer signature event ads for motivation to travel and continue \$50 gift certificate campaign as unbeatable offer
- Communicate short driving distance of 3 hours
- 2 additional points of exposure: 2 sweepstakes ads, trade for trips

#### **Regional Publication:**

- AAA Colorado, May/June and July/Aug issue, 1/3pg
- 3 to 5 print ads in Fort Collins Coloradoan, Colorado Springs Gazette and possibly Grand Junction Daily Sentinel

2008 Budget: \$50,000; 2009 Budget: \$53,000





## **Online Advertising**

#### Strategy:

Fewer dollars on banner ads, increased dollars on more targeted forms of online communications like e-newsletter programs. Maintain strong SEO and PPC strategy.

#### Media Plan:

- DenverPost.com featured sponsorships on The Scoop Enewsletter program, The Travel Enewsletter and Yahoo behavioral targetting banner advertising (\$17,000-2008, \$18,000-2009)
- TripAdvisor.com Leader board banner ads on Colorado and Denver content with some ROS, 328,000 impressions (\$10,000-2008, \$5000-2009)
- Colorado.com Various participation in enewsletters May August. In-state newsletter, Outof-state newsletter and interest based newsletter). Possibly supplement campaign with some button banners. (\$2,500-2008, \$3500-2009)
- Looking into 5280.com, COSprings Gazette and Fort Collins Coloradoan websites to support the print campaign

#### **Enewsletter:**

- · New database and email service provider: Ryan Solutions
- Enewsletter will now be year round. Monthly in non-ski season. Twice a month May through Sept.
- More proactive measures to capture data and increase subscribers

#### **Website Enhancements**

#### **New Features**

Combined steamboatsummer.com with steamboatchamber.com **Redesigned** <u>www.steamboatchamber.com</u>

- New interactive features to the site with a much updated look
- · Improved organization and navigation, less copy
- Vacation Planning tool added as persistent element on site
- Vacation Package promo panel on homepage in prominent position
- Social Network Marketing strong efforts
- Changed calendar tool
- · Daily Blog, integrated on website
- · Group Planning tool Venue Guide

#### In the Future

- RSS feed Calendar of Events
- Consumer fed content added to new media gallery tool



## **Cooperative Advertising Plan**

Continue to pursue cooperative advertising opportunities for Steamboat in the Summertime with cooperative advertisers to leverage budget dollars and exposure in the marketplace.

In 2008, we managed roughly \$51,000 of cooperative advertising opportunities.

#### Proposed Plan for 2009

- Ongoing print and online advertising with Denver Post
- •Colorado Springs, Grand Junction, Fort Collins and Wyoming newspapers
- Completed 2009 Colorado Official State Vacation Guide 2 page spread Value is roughly \$32,000

Running into barriers with obtaining coop advertisers this year due to economic environment and budget cuts

#### **Public Relations Plan Overview 2009**

- **Prioritize Media Target Markets** 
  - Colorado/Drive Market (#1), National Market, Steamboat Springs/Surrounding Markets and International
- Summer 2009 Press Kit Update
- **Press Kit Distribution Channels** 
  - Steamboat Summer Media Postcard, Post Press Kit Online, Media Center Accessibility, Social Media Outlets
- - Face-to-face meetings with Media Partners (Front Range Visits April)
     Colorado Tourism Office media receptions (Apr, July, Oct, Jan)

  - Increase attendance and visibility within media circles and Front Range
- **Summer FAM Trip Opportunities** 
  - Goal is to host four summer FAM Trips
  - June (Recreation), July (Hot Air Balloon Rodeo) and August (Steamboat All-Arts Festival and Cultural Heritage Tourism)

## **2009 Special Events**

June 7	28th Annual Steamboat Marathon, Half Marathon and 10K
June18-21	21st Annual Rocky Mountain Mustang Roundup*
July 3-5	106th Annual Cowboys' Roundup Days and 4th of July
	Celebration (Cattle Drive & Parade)
July 11-12	29th Annual Hot Air Balloon Rodeo
August 20-23	Steamboat All Arts Festival
Sept 5-7	5th Annual Wild West Air Fest Labor Day Celebration
Sept 18-20	Steamboat OktoberWest
February 4-8	Winter Carnival Street Events

## Summer 2009 - NEW! Special Events

## 1st Annual Steamboat All Arts Festival

A 3-day art festival celebrating various mediums: visual, performing, music, culinary and literary arts. A variety of activities are planned during the day including workshops, a fine art walk on Yampa Street featuring music and dance performances and gallery exhibits. In the evening, larger and comprehensive musical events are scheduled.

## 1st Annual Steamboat OktoberWest

A Steamboat-style Oktoberfest with family-friendly activities. Building upon the old Fall Festival model, create an event to celebrate Steamboat fall colors with seasonal food and beer. Considering customary keg tapping ceremony, music, kids' activity area and cooking competition as elements of event.

# 2009 Summer Marketing Brochures

These brochures are available for review with the City Clerk's Office upon request.

## **AGENDA ITEM # 5**

# Steamboat Springs Fire Rescue "Citizens' Fire Academy"

This is a presentation only.

## **AGENDA ITEM # 6**



Success Strategies for Colorado Nonprofits

## RURAL PHILANTHROPY DAYS IN COLORADO

#### **AN OVERVIEW**

For the past sixteen years, the Community Resource Center (CRC) and the Anschutz Family Foundation have worked with rural communities throughout Colorado to produce Rural Philanthropy Days events. The following are the primary goals of Rural Philanthropy Days (RPD):

- To increase the number of grants and the total dollar amount of grants that are made to nonprofit organizations, community groups, and public agencies in rural Colorado. The effect of the increases is to improve the delivery of services and to stimulate development in rural Colorado.
- To improve regional collaboration among nonprofit organizations and between the nonprofit sector, public agencies, and the business community. The effect of collaboration is to encourage the development of initiatives that benefit an entire community or region and to stimulate private-public partnerships that provide community development.
- To increase the capacity of local organizations and agencies to provide services for rural communities. The effect capacity building efforts is organizations that are run more efficiently and are able to attract more resources for improved community services.

RPD events accomplish the first goal by providing private and public funding entities, which are mostly based in Front Range cities, the opportunity to travel to rural communities in order to experience and learn about these communities, their cultures, and their nonprofit organizations through interaction with community-based organizations, residents, and community leaders. The organizations and agencies, in turn, have the opportunity to meet funders and begin developing relationships with them.

For the purpose of RPD, rural Colorado has been divided into eight rural regions. Regions comprise between five and ten rural counties (Of Colorado's 64 counties, 52 are considered rural or mostly rural.). With two RPD events being held each year, each region has the opportunity to host an event once every four years. Typically, funders from Denver and Colorado Springs will travel to a rural region for two days of activities, including informal social gatherings, panel presentations and discussions, and a series of roundtables during which funders and grant seekers have the opportunity to exchange information and search for a fit in a more formal setting.

RPD events accomplish the second and third goals by providing the framework and support for collaboration to flourish and the technical training to help nonprofits build their capacity. In order to produce each event, local organizations and agencies form a region wide Steering Committee, which is facilitated by the Community Resource Center (CRC) and supported by the Anschutz Family

Foundation. CRC serves as a liaison between funders and the Steering Committee. CRC also provides training sessions both prior to and following the events in order to prepare organizations for the events and to improve their management practices, develop their skills, and build their capacity to follow through on the events.

Rural Philanthropy Days events have yielded the following results:

- Increased support from grant makers. Since 1998, as a follow-up to RPD events, surveys have been taken one year after the events to determine whether new grants were received as a result of these events. In Southwest Colorado, more than \$1 million in new money was raised as a result of the 1998 event and more than \$1.5 million the May 2002 RPD. In each region between \$500,000 and \$1.5 million in new money was raised between 1998 and 2004.
- Stronger support from local resources. Through RPD, the nonprofit community has had an opportunity to demonstrate its importance to local business, elected officials, and community leaders. This visibility and ability to bring major funders into rural regions frequently leads to additional local involvement, donations, and in-kind services. In Northeast Colorado, six county governments supported the RPD event in May 2000; in Southeast Colorado, Otero Junior College provided all the facilities for the September 2002 RPD; local businesses and agencies combined to provide more than \$30,000 to support RPD in 2003; in 2004, the City of Canon City provided substantial in-kind support (office, computer, and copying) and other towns and counties also provided substantial support; in 2005, the Telluride Conference Center donated more than \$30,000 in in-kind services.
- Improved collaboration between nonprofits, local government, and businesses. Not only are communities drawn together across county lines, but also within each community the different sectors are encouraged to work more closely together and to see the tangible advantages of collaborating. Following San Luis Valley RPD in 1999, the steering committee continued meeting, looking for new initiatives. The ensuing collaboration led to a large Homeland Security grant in 2002 that will be instrumental in developing a volunteer center for this poor area in Southern Colorado that is the size of the state of Massachusetts. The Volunteer Center will be a key element in the region's community development plans.
- Regional overviews for grant makers. Grant makers are able to see the context for the grants they are awarding in rural communities and are able to see how they can expand their grant making regionally for maximum impact. Grant makers are frequently introduced to organizations that weren't previously on their radar screen.
- Improved capacity for local organizations and agencies. Local organizations and agencies not only benefit from the training that is provided during Rural Philanthropy Days, but also by the ongoing training and technical assistance opportunities offered by the Community Resource Center. CRC has worked with hundreds of organizations in Colorado's rural communities and we have seen these organizations grow and develop their capacity to serve their communities.

Rural Philanthropy Days affords rural Colorado access to resources, new opportunities for collaboration, and capacity building services that help communities respond to challenges they face. RPD allows grant makers to expand their visibility across the state and familiarize themselves with rural communities. Finally, RPD offers both grant makers and grant seekers an opportunity to discuss their common interests in ways that allow both to fulfill their missions.

#### BASIC SCHEDULE FOR A TYPICAL RURAL PHILANTHROPY DAYS EVENT

#### **Day One**

3:00 – 5:00 p.m. Registration

5:00 – 6:30 p.m. Opening Reception for Funders

6:30 – 8:00 p.m. Optional Dine-Around – informal dinners at local restaurants hosted by

steering committee members

Day Two

7:30 – 8:30 a.m. Registration and Breakfast

8:30 a.m. Opening Plenary

• Welcome

Short Film or Power Point of the Region

9:00 a.m. Split Agenda

Funders: Tours of Other Communities in the Region or Forums with Regional

Leaders and Nonprofits

**Nonprofits:** Capacity Building Workshops [these can also be Day One afternoon]

12:00 Noon Lunch

1:30 p.m. Split Agenda or Combined Agenda

3:30 p.m. Pre-Event Training (for those who missed earlier ones – unadvertised)

Free Time

5:00 p.m. Reception – Informal Meeting

6:00 p.m. Banquet/Community Dinner

Limited program – perhaps brief keynote and some local

entertainment (aim to end by 8:30 p.m.)

**Day Three** 

7:30 a.m. Breakfast

8:30 a.m. Explanation of Roundtable Procedures

8:45 a.m. Roundtable Sessions

Five or six 30-minute sessions (with 5-minute breaks between each

Session, and one 15-minute break between Session 3 & 4)

12:30 p.m. Adjourn



May 5, 2009

P.O. Box 881869 Steamboat Springs, CO 80488

#### Dear City Council,

On behalf of the Steering Committee of Northwest Colorado Rural Philanthropy Days, I am writing to request a sponsorship contribution from the City of Steamboat Springs. Rural Philanthropy Days is a three-day regional event that connects funders to nonprofit organizations in our communities taking place September 16-18, 2009 in Steamboat Springs.

Our Northwest region is comprised of five counties: Grand, Jackson, Moffat, Rio Blanco and Routt. More than 500 nonprofit organizations in our region play a significant role in sustaining the quality of life for residents and provide a wide range of community services from food for the hungry to cultural events.

The goal of Rural Philanthropy Days is to strengthen the skills of nonprofits that support our communities, while effectively connecting them with funders. As our changing economy impacts businesses, individuals and entire communities, nonprofit organizations must better leverage their fundraising capabilities, increase engagement with their communities, and improve collaboration with other nonprofits.

Northwest Colorado Rural Philanthropy Days' theme is "Trailblazing through Changing Times." This timely—yet historic—inspiration sets the stage for an event that will draw communities together, encourage different sectors and counties to work more closely, demonstrate the tangible advantages of collaboration, and foster the resourcefulness that made the West what it is today. The event will assist nonprofits in harnessing both the human resources in their communities and the financial resources available through private foundations, government, businesses and individual donors.

We anticipate more than 350 attendees at the 2009 Northwest Colorado Rural Philanthropy Days, including 50 private and government funders. The event includes capacity-building trainings, networking opportunities, and presentations and discussions with funders about our region's current needs. The culminating sessions are "Funder Roundtables," where nonprofit representatives discuss projects with grantors and receive immediate feedback about the potential success of their funding proposals. Prior to Rural Philanthropy Days' inception in the early 1990s, just 3 percent of grant funding from Colorado's private foundations was awarded outside of the Front Range. Since then, grant makers have increased their funding of rural nonprofit organizations by 300 percent.

A steering committee representing business, government and nonprofit sectors in our five counties is planning the 2009 Northwest Colorado Rural Philanthropy Days. The committee is seeking financial

6-4

support for the event and invites you to be a sponsor. As a sponsor, you will receive excellent marketing benefits and visibility with event attendees, while positioning your business as dedicated to the vitality and stability of our communities. Attached is detailed information about each sponsorship level.

We appreciate your consideration of this sponsorship opportunity and will be contacting you in the next week to follow up and answer any questions you might have.

Sincerely,

Steering Committee

LASOWIL

Steering Committee Member, Northwest Colorado Rural Philanthropy Days

# 2009 Northwest Colorado Rural Philanthropy Days Sponsorship Levels

Level	Contribution	Benefits
Champion Sponsor	\$5,000 or more	Exclusive sponsorship at this level
one sponsor at this level		• Logo featured as Champion sponsor in event program
		Logo featured as Champion sponsor on welcome poster
		Logo featured as Champion sponsor in print advertising
		following event
		• Logo and link on the website
		• Logo included in event PowerPoint
		Booth space in lobby during event
		• Full page advertisement in event program
		Recognition on invitation to event
		• Inclusion in event-related press release
		Acknowledgment in RPD printed materials
		Banner displayed at event (banner provided by sponsor)
		Sponsorship acknowledged in announcements during event
		Donor Certificate of Recognition
		• Two passes to the event
Platinum Sponsor	\$2,500	• Logo included as Platinum sponsor in event program
up to four sponsors at this level		• Logo included as Platinum sponsor on welcome poster
IIIIS IEVEI		<ul> <li>Logo included as Platinum sponsor in print advertising following event</li> </ul>
		• Logo and link on the website
		• Logo included in event PowerPoint
		Booth space in lobby during event
		• ½ page advertisement in event program
		Recognition on invitation to event
		• Inclusion in event-related press release
		Acknowledgment in RPD printed materials
		Sponsorship acknowledged in announcements during event
		Donor Certificate of Recognition
		One pass to the event

# 2009 Northwest Colorado Rural Philanthropy Days Sponsorship Levels (cont'd)

Level	Contribution	Benefits
Gold Sponsor	\$1,000	Logo included as Gold sponsor in event program
up to ten sponsors at		Logo included as Gold sponsor on welcome poster
this level		Business name included as Gold sponsor in print advertising following event
		• Logo and link on the website
		• Logo included in event PowerPoint
		Booth space in lobby during event
		• ½ page advertisement in program
		Recognition on invitation to event
		Inclusion in event-related press release
		Acknowledgment in RPD printed materials
		Sponsorship acknowledged in announcements during event
		Donor Certificate of Recognition
Silver Sponsor	\$500	Business name included as Silver sponsor in event program
		Business name included as Silver sponsor on welcome poster
		• Business name included as Silver sponsor in print advertising following event
		Business name and link on website
		Business name included in event PowerPoint
		Booth space in lobby during event
		• ½ page advertisement in program
		Acknowledgment in RPD printed materials
		Donor Certificate of Recognition
Bronze Sponsor	\$250	Business name included as Bronze sponsor in event program
		Business name included as Bronze sponsor on welcome poster
		Business name on website
		Business name included in event PowerPoint
		Donor Certificate of Recognition

## **AGENDA ITEM #7**

## CITY COUNCIL COMMUNICATION FORM

**FROM:** John Eastman, Planning Services Manager (Ext. 275)

Jason K. Peasley, City Planner (Ext. 229)

Tom Leeson, Director of Planning and Community Development (Ext. 244)

**THROUGH:** Jon Roberts, City Manager (Ext. 228)

**DATE:** May 5, 2009

**RE:** Steamboat 700 and 360 Village Annexations: Monthly Update

**NEXT STEP: Steamboat 700:** Annexation review

**360 Village:** Pre-Annexation Agreement

\_\_\_ ORDINANCE
RESOLUTION
MOTION
X DIRECTION

X INFORMATION

#### **BACKGROUND**:

In order to facilitate an orderly and efficient annexation review process, monthly meetings have been scheduled with City Council to the current status of the Steamboat 700 and 360 Village applications. The purpose of the meetings is to obtain direction from Council regarding process and policy questions related to the annexation proposals. These meetings provide a regular opportunity for Council to discuss current issues with the City negotiating team.

### I. <u>STEAMBOAT 700 (ANX-08-01)</u>

## **SCHEDULE UPDATE:**

**Upcoming Public Meetings** 

Date & Time	Meeting	Description
05/05/09	City Council	Steamboat 700 Fiscal Impact Introduction: Review
5:00 pm		fiscal impact model scenarios and provide direction regarding operating and capital impacts related to proposed annexation.
05/14/09	Planning	Annexation Review (part II): Provide
6:00 pm	Commission	recommendation to City Council on proposed land use plan, community housing plan, sustainability plan and related issues.
05/20/09	Hwy 40	Hwy 40 Recommendation on Preferred Alternative
4:00 – 7:00 pm	NEPA study	for widening and multi-modal improvements: Open House meeting that will include study update, range of alternatives studied, and project team recommendations. Meeting will be held at Community Center
05/28/09	Planning	Traditional Neighborhood Design (TND)
6:00 pm	Commission	amendments (part I): Work session to begin review of changes to Community Development Code (CDC) to adopt new zone districts and design standards for West Steamboat annexations.
06/02/09	City Council	Annexation Review (part I): Presentation and review
5:00 pm		of proposed land use plan, community housing plan, sustainability plan and related issues.
06/02/09	City Council	Fiscal Impact (part II): Follow-up discussion of
5:00 pm		annexation fiscal impact report.
06/11/09	Planning	Traditional Neighborhood Design (TND)
6:00 pm	Commission	amendments (part II):
06/16/09	City Council	Annexation Review (part II): Provide direction on
5:00 pm		proposed land use plan, community housing plan, sustainability plan, and related issues for inclusion in draft annexation agreement.

**Note:** Meeting times shown are standard start time for Planning Commission and City Council meetings. Actual start time for the item listed will depend on specific meeting agendas.

#### **NEGOTIATING TEAM UPDATE:**

The City negotiating team meets with representatives of Steamboat 700 to work through issues associated with the annexation. Each meeting focuses on one or two major issues that have been identified as priorities by Steamboat 700 and the City. City negotiating team members include: Loui Antonucci, Cari Hermacinski, Jon Roberts, Gerald Dahl, Tony

Lettunich, Bob Litzau, Philo Shelton, Tom Leeson and John Eastman.

Date	Topic	Overview and Action Items	<b>Current Status</b>
04/08/09	Annexation Agreement	Review of updated annexation agreement outline draft prepared by the City Annexation Attorney Gerald Dahl. General agreement on the following:  • Residential density & buildout There does not need to be a specific # of units in the agreement provided the land use regulating plan and zone/transect districts are vested  • CDC/transect standards will not be "frozen" but will be updated over time consistent with current City practices  • Example of acceptable real estate transfer fee form to be included in agreement (provided by Gerald Dahl)	Ongoing; followup negotiating team meeting scheduled for 04/29/09.
04/29/09	Fiscal Impact & Annexation Agreement	Preview of 05/05/09 City Council Fiscal Impact meeting and ongoing discussion of Annexation Agreement	

#### DISCUSSION ITEM – Steamboat 700

#### **Additional Meetings for Fiscal Impact Review:**

The annexation fiscal impact model for Steamboat 700 will be discussed as a separate agenda item. Based on the complexity of the issues involved staff anticipates that additional meetings with City Council will be required. In particular the new memorandum on "Financing Community Capital Improvements, Land, Plans and Projects" (Attachment 1) was received this week and has not been analyzed by staff at this time but has significant implications for the capital component of the fiscal impact model. Staff suggests scheduling a follow-up fiscal impact meeting on June 2, 2009.

## II. 360 VILLAGE

The City Negotiating Team met with the 360 Village Team two weeks ago to continue the Pre-Annexation Agreement negotiation process. The negotiation process is slated to continue with meetings on the 1st and 3rd Wednesdays of each month. It is anticipated that a final Pre-Annexation Agreement could be presented to City Council on June 2, 2009 (see Attachment 2).

The last Negotiating Team Meeting produced two issues that the 360 Village Team wishes to discuss with City Council:

- 1. Project Density
- 2. Vested Rights

These items will be discussed with City Council in more detail in an Executive Session prior to the Annexation Update. The 360 Village Team has prepared two documents outlining their position regarding Density and Vested Property Rights which is attached with this report (see Attachment 3).

### **ATTACHMENTS**

- 1) 04/27/09 memo from Steamboat 700 "Financing Community Capital Improvements, Land, Plans, and Projects" Note: this attachment has not been reviewed by staff; is being provided for information only; no feedback from City Council is requested at this time.
- 2) 360 Village Schedule
- 3) 360 Village Density and Vested Property Rights documents.
- 4) Public Comment

# STEAMBOAT 700, LLC

345 Lincoln Avenue, Suite 206 • Steamboat Springs, CO 80477 • www.steamboat700.com

April 27, 2009

## MEMORANDUM

То:	President and Members, Steamboat Springs City Council
From:	Danny Mulcahy, Project Manager, Steamboat 700, LLC

Regarding: FINANCING COMMUNITY CAPITAL IMPROVEMENTS, LAND, PLANS AND PROJECTS

Introduction 2					
	00 Commitmentticipation by Others				
rinanciai rai	ucipation by Others	.3			
Individual I	nprovements, Plans and Projects				
Transit:	Heated Bus Shelters and Amenities				
	Transit Busses				
	Replacement Reserves				
	Transit Structure / Transit Services	.6			
Roads:	On-Site Main & Collectors	. 7			
	Off-Site: Gun Club Connector				
	Off-Site: Intersection CR 42 at New Victory Parkway	.7			
	Off-Site: New Victory Parkway – Downhill to Overlook	.8			
	Off-Site: Downhill Drive				
	US 40 Capacity Improvements				
	US 40 – Downhill Drive / US 40 Intersection				
	US 40 – Slate Creek Connector	10			
Parks &:	Parks, Playgrounds, Plazas, and Open Space	10			
Open Space	Athletic Fields	11			
Open space	TATHETIC TICIOS	11			
Trails:	Pedestrian Trails	11			
	CR 42 Pedestrian Underpass	11			
	US 40 Pedestrian Underpass				
	New Victory Parkway Underpasses	12			
C:1 D. 1-1: - IA	India and Dada Malatanana Fasilita Dallina and Land	10			
City Public W	Vorks and Parks Maintenance Facility – Building and Land	12 12			
	TIOW TIUCKS	13			
West Steamb	oat Fire Station	13			
Police:	Substation				
	Headquarters	14			
Ct	0 Community Center	1 1			
West Steamboat K-8 School					
Water Firming Project					
	Yampa Valley Housing Authority Land				
	s, Studies				
Matrix of Financing Costs and Sources					
Maps: Steamboat 700 Site Plan, Off-Site Roads, US 40 Improvements					

**INTRODUCTION.** Steamboat 700 proposes to annex a 486.6-acre parcel to the City of Steamboat Springs. Consistent with the West Steamboat Area Plan, the proposed development will contain a mixture of affordable, attainable and market rate residential units, with supporting retail, office and office/warehouse development and interspersed with 146 acres of parks, plazas, open space, and trails. The mix of land uses is summarized in the table below and illustrated on the site map at the end of this memorandum.

STEAMBOAT 700 LAND USE PROGRAM - PROPOSED ANNEXATION TO THE CITY OF STEAMBOAT SPRINGS			
LAND USE	SQUARE FEET OR UNITS	ACRES	
Residential	2,000 units	261.0	
Mixed Use Commercial (Retail, Office, Restaurant, Services, Hotel)	380,000 square feet	42.6	
Community Center	15,000 square feet	1.2	
Parks, Trails, Natural Open Space		146.0	
Other (Primary Streets Rights of Way, land for public facilities)		35.8	
Total		486.6	
Source: Annexation Application Submittal, October 2008			

This memorandum addresses techniques to finance on-site and off-site community capital improvements, land, plans and projects that are listed in the draft Steamboat 700 Fiscal Impact Model, Supplementary Table #2¹ plus additions provided by the City. The estimated cost of these improvements, land, plans and projects totals between \$147.0 and \$166.1 million. They are summarized by type in the table to the right and discussed below in further detail.

The memorandum also describes the financial commitment of Steamboat 700 to these community capital improvements, plans and projects.

Steamboat 700, LLC in partnership with future Steamboat 700 residents and property owners, Steamboat 700 metropolitan districts, the City, the County, the School District and the Fire

COMMUNITY CAPITAL IMPROVEMENTS,			
LAND, PLANS AND PROJEC	TS (\$millions)		
Transit	\$3.3		
Roads \$4	7.3 to \$65.6		
Parks and Open Space	\$33.0		
Trails	\$5.2		
City Maintenance Facility	\$3.7		
West Steamboat Fire Station	\$8.7		
Police Sub-Station & Headqua	rters \$11.7		
Community Center	\$3.9		
West Steamboat K-8 School	\$24.0		
Water Firming	\$.05 to \$.9		
YV Housing Authority Land	\$4.6		
Studies, Models, Plans \$1.5			
Total \$147	7.0 to \$166.1		

District can not only construct a mixed use development that achieves the West Steamboat Area Plan objectives but also construct the broadly-desired community capital improvements identified by the City. If other developments also annex to the City, then the potential financial participation by these developments would lessen the financial burden on the City and others; Steamboat 700 would have the same financial burden. To be conservative, this financing plan does not assume that other annexations occur.

Steamboat 700, LLC and the Steamboat 700 metropolitan districts have committed not only to finance many community facilities on-site but also to pay their fair share of off-site capital improvements, plans and projects. From revenues and fees generated by the Steamboat 700 development and its residents and property owners (only), the non-Steamboat 700 share of many off-site improvements can be also be financed. That is, the City and County are not asked to apply any revenue source but those directly related to construction activity within Steamboat 700 to finance a substantial portion of the non-Steamboat 700 cost share.

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<sup>&</sup>lt;sup>1</sup> The City's operations and maintenance costs attributable to the Steamboat 700 development are analyzed separately through a fiscal impact analysis.

Public officials indicate to us that many of these improvements, such as a West Steamboat Fire Station and a portion of the US 40 improvements are needed now or in the near future, with or without Steamboat 700. Without Steamboat 700, it is not clear how several of these needed community wide improvements could be built within the next decade.

**STEAMBOAT 700 COMMITMENT.** Steamboat 700, LLC, Steamboat 700 Metropolitan Districts and future Steamboat 700 property owners are prepared to provide cash or finance approximately \$80.1 million of the \$147.0 to \$166.1 million in identified community capital improvements, land, plans and projects.. This includes:

- \$7.2 million in cash that has been committed or will be provided upon acceptance of its first final plat;
- a substantial land contribution for parks, open space and community facilities, valued at \$40.7 million;
- funds provided by the Steamboat 700 Metropolitan Districts totaling about \$13.0 million;
- free space for 20 years for a police substation and a transit services area with a present value of \$1,000,000;
- an increase in property tax revenues paid to the Steamboat Springs Rural Fire Protection District through a sub-district mill levy, and;
- a portion of the affordable housing and community enhancement real estate transfer fee for 25 years, estimated at \$17.5 million.

STEAMBOAT 700 PROPOSED CONTRIBUTIONS TOWARDS COMMUNITY CAPITAL IMPROVEMENTS, LAND, PLANS AND PROJECTS			
SOURCE OF CONTRIBUTION	Amount	IMPROVEMENT	
Steamboat 700, LLC Cash Payment - 2008- 2009	\$1,446,958	US 40 Study, Fiscal Impact Model, Community Housing Market Study, Raw Water Study, Water Firming Project	
Steamboat 700, LLC Cash Payment - Approval of First Final Plat  \$5,774,000 Share of US 40, Maintenance Face		Share of US 40, Maintenance Facility and Trucks	
Steamboat 700, LLC - Land Dedication	\$40,694,400	Parks, Open Space, Trails, Maintenance Facility, Fire Station, Community Center, YVHA	
Steamboat 700, LLC – Lease	\$1,000,000	Police Substation Lease and Transit Services Lease (20 years, present value)	
Steamboat 700 Metropolitan Districts *	\$13,049,990	Bus Shelter, Busses, Roads, Parks, Trails, Underpasses, Community Center	
Fire Subdistrict Property Tax Revenues	\$649,440	West Steamboat Fire Station Building	
Real Estate Transfer Fee Revenues **	\$17,500,000	West Steamboat K-8 School	
TOTAL	\$80,114,788		

<sup>\*</sup> To the extent that the Steamboat 700 Metropolitan Districts are unable to make cash contributions when needed, the Steamboat 700, LLC will make a cash loan to the Metropolitan Districts and be reimbursed by the Districts when they are able to repay the Steamboat 700, LLC.

As summarized in the table below and the remainder of the text, Steamboat 700, LLC, its Metropolitan Districts and its homeowners are prepared to fund the following community capital improvements, land, plans and projects:

- 100% of the proposed bus shelters, on-site main and collector roads, an extension of New Victory Parkway to CR 42, on-site park and trail land and improvements, pedestrian underpasses at US 40 and New Victory Parkway, the Steamboat 700 community center, land for the Yampa Valley Housing Authority, a 20-year lease for a police substation and a transit services area, and related studies and models.

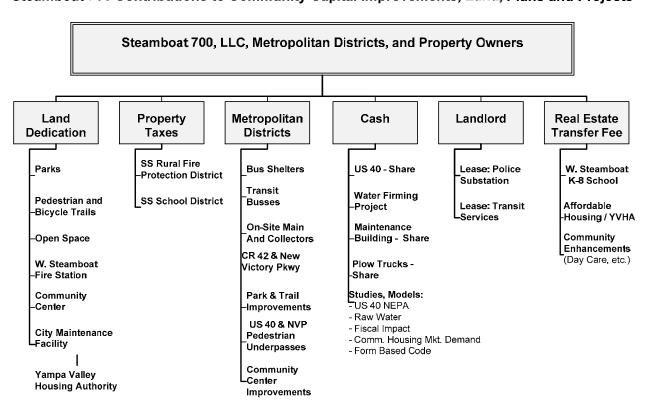
<sup>\*\*</sup> Amount will depend on rate of future construction activity at Steamboat 700 and rate of inflation over 25 years. Source: Remainder of the text describes proposed financing for each project and is followed by two summary tables.

- <u>plus</u> its fair share of transit busses, US 40 improvements, the City maintenance facility and trucks, the proposed West Steamboat Fire Station, the proposed West Steamboat K-8 School, CR 42 pedestrian underpass, and the Water Firming Project.

Future Steamboat 700 homeowners would also participate in funding community capital improvements. A portion of the proposed Affordable Housing and Community Enhancement Real Estate Transfer Fee revenues from residential real estate sales in Steamboat 700 would be applied toward the construction of the proposed West Steamboat K-8 School and a related pedestrian underpass at CR 42. (Steamboat 700, LLC is in discussion with the School District Board about this proposal.)

STEAMBOAT 700, LLC, STEAMBOAT 700 METROPOLITAN DISTRICTS AND HOMEOWNERS COMMITMENTS TO			
COMMUNITY CAPITAL IMPROVEMENTS, LAND, PLANS AND PROJECTS			
100% Responsibility	FAIR SHARE / LOCAL MATCH	NO PARTICIPATION	
Transit Shelters	Transit Busses	Transit Structure	
Transit Services Lease	US 40 Improvements, includes Slate Creek	New Victory Parkway – offsite	
On-site - Main & Collector Roads	Connector & Downhill Dr. at US 40	Gun Club Connector	
New Victory Parkway extension to CR 42	City Maintenance Facility	Downhill Drive Improvements	
Neighborhood, Pocket & Community Parks	City Maintenance Trucks	Police Headquarters	
Athletic Fields	West Steamboat Springs Fire Station		
Pedestrian Trails	West Steamboat Springs K-8 School		
US 40 Pedestrian Underpass	CR 42 Pedestrian Underpass		
New Victory Parkway Pedestrian Underpasses	Water Firming Project		
Police Substation Leases			
Steamboat 700 Community Center			
Land: Parks, Trails, Open Space, Community Center,			
Yampa Valley Housing Authority			
Studies and Models			

## Steamboat 700 Contributions to Community Capital Improvements, Land, Plans and Projects



#### FINANCIAL PARTICIPATION BY OTHERS

- It is proposed that the <u>City of Steamboat Springs</u> apply use tax revenues from the Steamboat 700 development towards the non-Steamboat 700 share of US 40 improvements and excise tax revenues from the Steamboat 700 development towards the non-Steamboat 700 share of a West Steamboat 700 Fire Station. Currently, the City uses its use and excise tax revenues for capital improvements; that is, it does not use these revenues for any General Fund services. It is not proposed that the City apply General Fund revenues or use and excise taxes collected outside of Steamboat 700 towards any community capital improvement in this memorandum.
- It is proposed that <u>Routt County</u> apply its use tax revenues from the Steamboat 700 development towards the non-Steamboat 700 share of US 40 improvements. The County has already set aside some money in its Capital Improvements Plan for a portion of improvements to New Victory Parkway that is east of Steamboat 700. It is not proposed that Routt County apply any other revenues towards any community capital improvement described in this memorandum.
- The <u>Steamboat Springs RE-2 School District</u> would most likely need to request its voters to approve a general obligation bond issue to help fund a new West Steamboat K-8 School when it is determined that a new school is needed. As noted above, future Steamboat 700 residents and property owners would participate by financing a substantial portion of this school through dedication of a portion of the Affordable Housing and Community Enhancement Real Estate Transfer Fee and payment of property taxes.
- The <u>Steamboat Springs Rural Fire Protection District</u> would participate in financing its share of capital costs for the West Steamboat Fire Station, consistent with the City/Fire District Intergovernmental Agreement. Steamboat 700 would remain in the Fire Protection District as a Subdistrict.
- While <u>Other Potential West Steamboat Springs Annexors</u> would likely participate in a manner similar to Steamboat 700, the financial projections in this memorandum do not rely upon any other West Steamboat annexation to occur.
- Other Adjacent Properties would pay for their fair share of off-site road improvements, such as the Gun
  Club Connector, New Victory Parkway east of Steamboat 700 and the Slate Creek Connector, northeast of
  Steamboat 700 when they are ready to develop.

The remainder of this memorandum discusses each community capital improvement, plan and project including preliminary costs, an estimated Steamboat 700 cost share, financing methods to be implemented by Steamboat 700 if annexed and, where Steamboat 700 does not bear the entire cost share, potential financing methods to be considered by others. It is followed by summary tables that describe the proposed financing arrangements by project.

The anticipated stream of public and private sector revenues is dependent on the rate of future real estate activity at Steamboat 700 and projected inflation. While Steamboat 700, LLC has forecasted its development activity at a rate that it believes is reasonable and achievable, it cannot assure that the forecasts will materialize. The timing to construct the capital improvements and the stream of revenue to pay for these improvements are generally in sync. If real estate development is delayed, then the Steamboat 700 portion of need is also delayed as are the revenues to fund the improvements. In partnership with the City, the Fire District and the School District, some strategic decisions will need to be made as to whether some improvements are financed with a pay-as-you-go approach or with debt. Each approach has advantages and disadvantages.

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COMMUNITY CA	APITAL IMPROVEMENTS: COSTS, COST SHARE AND FINANCING (LIST PROVIDED BY THE CITY)		
TRANSIT			
Improvement	HEATED BUS SHELTERS AND RELATED AMENITIES (3)		
Estimated Cost	\$105,000; \$35,000 per shelter		
Proposed Phasing	When transit busses begin service in Steamboat 700. See below.		
Steamboat 700 Cost Share	100%		
Steamboat 700 Financing Method	Steamboat 700 Metropolitan Districts		
Others – Cost Share	0%		
Remarks	Each bus shelter will also include supporting amenities such as kiosks, bicycle racks, and benches.		
Improvement	TRANSIT BUSSES (2)		
Estimated Cost	\$1,138,000. Two buses at \$569,000 each (29' bus)		
Proposed Phasing	Transit service would begin when 700 residential units are built in the Steamboat 700 development.		
Steamboat 700 Cost Share	\$227,600. This is the estimated 20% local match for the acquisition of two busses. If the City applies for an FTA grant and is denied, then the Steamboat 700 Metropolitan Districts will pay for full cost.		
Steamboat 700 Financing Method	Steamboat 700 Metropolitan Districts		
Others – Cost Share	Federal matching grants are available from the Federal Transit Administration (FTA) for transit bus acquisition. The FTA encourages public / private partnerships with develop Steamboat Transit is an eligible applicant and has received funds from the FTA in the paint would need to declare that this is a priority need.		
Remarks	If a Regional Transportation Authority takes over transit service or if this West Steamboat transit service extends to other developments, then the amount of Steamboat 700's financial participation would be reevaluated.		
Improvement	REPLACEMENT RESERVE FOR TRANSIT BUSSES		
Estimated Cost	12 year replacement schedule (\$1,138,000 / 12 = \$94,833 per year)		
Proposed Phasing	Replacement reserve costs would start in the bus acquisition year.		
Steamboat 700 Cost Share and	This operational cost will be paid out of City General Fund revenues and charged against		
Financing Method	Steamboat 700 in its fiscal impact model run.		
Others – Cost Share	0%		
Remarks	These annual costs should be part of the fiscal impact model.		
Improvement	TRANSIT STRUCTURE / TRANSIT SERVICES (ON-SITE)		
Estimated Cost	City Estimate: \$2,080,000, 6,000 square foot structure (City estimate)		
	Steamboat 700, LLC Estimate: 1,000 sq x \$25 psf x 20 years = \$500,000 (no inflation in lease value; no discount to present value)		
Proposed Phasing	Not Available		
Steamboat 700 Cost Share:	In lieu of a free-standing transit structure, Steamboat 700, LLC offers 1,000 square feet of (vanilla box) space in one of its commercial spaces for lease by Steamboat Transit at no cost		

COMMUNITY CA	APITAL IMPROVEMENTS: COSTS, COST SHARE AND FINANCING (LIST PROVIDED BY THE CITY)			
	to the City for 20 years after the lease begins.			
Steamboat 700 Financing Method	Steamboat 700, LLC.			
Others – Cost Share	City will construct tenant improvements, furnish and pay its share of central area maintenance (CAM) charges and electric utilities.			
Remarks	In lieu of this proposal, Steamboat 700, LLC will provide free leased space in one of the commercial buildings that is close to one of the transit shelters. This space will provide res rooms, benches and lockers for the transit riders and bus drivers.			
ROADS ( 3 CATEGORIES: On	 n-site, Off-Site, US 40)			
Improvement	On-site: Main & Secondary Collectors, including on-site portions of New Victory Parkway			
Estimated Cost	\$5,639,390			
Phasing	Unless otherwise agreed by the City in the preliminary plat process, New Victory Parkway and Steamboat West Boulevard including its intersection at US 40 will be built as part of the initial phase of infrastructure construction. On-site portion of Slate Creek Road is proposed for construction when 1,300 residential units have been built.			
Steamboat 700 Cost Share	100%			
Steamboat 700 Financing Method	Steamboat 700 Metropolitan Districts			
Others- Cost Share:	0%			
Improvement	OFF-SITE: GUN CLUB CONNECTOR			
Estimated Cost	WITHOUT SIDEWALKS         WITH SIDEWALKS           Roadway: 3,300 lf x \$270         \$891,000         Roadway: 3,300 lf x \$430         \$1,419,000           Contingency (25%)         \$222,750         Contingency (25%)         \$354,750           Total         \$1,115,750         Total         \$1,773,750			
Phasing	When Gun Club property is developed.			
Steamboat 700 Cost Share	0%. Steamboat 700 will provide a point of access from the northern terminus of this anticipated road alignment into Steamboat 700. The road is not needed for access to or from Steamboat 700 since Steamboat West Boulevard provides this access. The Gun Club connector is on private property that is not controlled by Steamboat 700. If built, it would become another point of access onto US 40.			
Steamboat 700 Financing Method	Not Applicable			
Others - Cost Share	100% private property			
Improvement	OFF-SITE: INTERSECTION OF CR 42 AND NEW VICTORY PARKWAY			
Estimated Cost	\$260,000			
Proposed Phasing	When western portion of New Victory Parkway is built; this is in the initial phase of infrastructure construction, unless agreed otherwise by the City in the preliminary plat process.			
Steamboat 700 Cost Share	100%			
Steamboat 700 Financing Method	Steamboat 700 Metropolitan Districts			
Others - Cost Share	0%			
Remarks	The off-site western terminus of New Victory Parkway will be properly aligned with CR 42. This property is within the CR 42 right of way which is owned by the County.			

COMMUNITY CA	APITAL IMPROVEMENTS: COSTS, COST SHARE AND FINANCING (LIST PROVIDED BY THE CITY)			
	OFF-SITE: NEW VICTORY PARKWAY			
Improvement	THRU OVERLOOK PARK TO DOWNHILL DRIVE			
Estimated Cost	\$1,100,000 for the portion east of Overlook Park. Estimate provided by City.			
Proposed Phasing	When City requires construction by others.			
Steamboat 700 Cost Share	0%. Steamboat 700 shall have no reimbursement or other obligation for this segment. New Victory Parkway from CR 129 to CR 42 is about 11,330 linear feet. Steamboat 700 is committed to build 7,060 lineal feet on site plus 470 lineal feet west of Steamboat 700 to CR 42.			
Steamboat 700 Financing Method	Not Applicable.			
Others - Cost Share and Possible Financing Methods	Routt County: \$500,000 contribution			
	Overlook Park Developer: The segment through its site.			
	Remainder: The remainder, which is east of Overlook Park to Downhill Drive (3,270 lineal feet), might be financed by the City, less a \$500,000 contribution from the County and subject to potential reimbursement by others when this land is developed.			
Remarks	New Victory Parkway: CR 42 to CR 129 Through Steamboat 700: 7,060 lf 100% Steamboat 700 West of Steamboat 700: 470 lf 100% Steamboat 700 Overlook Park: 530 lf 100% Overlook Park East of Overlook Park: 3,270 lf TOTAL 11,330 lf City & County w/reimbursement			
Improvement	OFF-SITE: DOWNHILL DRIVE IMPROVEMENTS			
Estimated Cost	No upgrades are proposed to Downhill Drive but for intersection improvements at US 40.			
Proposed Phasing	Not Applicable			
Steamboat 700 Cost Share	Not Applicable			
Steamboat 700 Financing Method	Not Applicable			
Others - Cost Share	Not Applicable			
Remarks	Intersection improvements to Downtown Drive at US 40 are included in the US 40 package of improvements. (See below.)			
	ROADS – WITHIN US 40 PACKAGE			
	US 40 IMPROVEMENTS (11 IMPROVEMENTS; 5 PHASES; SEE MAP AT END OF MEMO.)			
	PHASE 1: US 40 Improvements – 13 <sup>th</sup> to CR 129 (A) Intersection Improvements – US 40 / CR 129 (B)			
Improvement	PHASE 2: US 40 Improvements – CR 129 to Downhill Drive (C) Intersection Improvements – US 40 / Downhill Drive (D) CR 129 improvements – US 40 to New Victory Parkway (E) US 40 Improvements – Downhill Drive to Steamboat West Blvd. (F)			
	PHASE 3: US 40 Improvements: Steamboat West Blvd to CR 42 (G) US 40 Improvements – CR 42 to Brandon Circle (H)			

COMMUNITY CAPITAL IMPROVEMENTS: COSTS, COST SHARE AND FINANCING (LIST PROVIDED BY THE CITY)				
		e Creek Connector – S-700 40 Improvements – Brandor	•	
	PHASE 5: Inte	rchange at US40 / CR 129 (	(B)	
Estimated Cost	\$39.2 million to \$56.9 million (estimates provided by Stolfus). The cost range relates to whether a flyover is constructed. These figures will be refined as part of the West of Steamboat NEPA Study.			
Proposed Phasing	Eleven distinct construction projects have been packaged in the bundle of US 40 improvements. These 11 projects have been divided into 5 phases, based on anticipated need. This analysis was prepared by Fox Higgins Transportation Group. These phases will be refined as part of the West of Steamboat NEPA Study.  Phase 1: Steamboat 700 – 575 to 1,000 units (range depends on when other revenue sources are available)  Phase 2: Steamboat 700 – 1,600 and 2,000 units (range depends on when other revenue sources are available)  Phase 3: > 2,000 units; less if large format retail participates  Phase 4: > 2,000 units; less if large format retail participates  Phase 5: After Steamboat 700 build-out (2029)			
Steamboat 700 Cost Share	Steamboat 700 Cost Share: 29% to 30%. This is based on the Steamboat 700 share of average daily traffic for each road segment or improvement in 2030. The analysis is contained in the Fox Higgins report, submitted in October 2008.  Phases 1 through 4: 29% of \$39.2 million, \$11.5 million Phases 1 through 5: 30% of \$56.9 million, \$16.9 million			
	DI.	0.700.01	D . 1	T . 1
	Phase	S-700 Share	Remainder	Total
	1	\$2,107,927	\$5,532,073	\$7,640,000
	3	\$4,384,542	\$6,114,458 \$9,299,481	\$10,499,000 \$12,460,000
	4	\$3,160,519 \$1,851,429	\$6,768,571	\$8,620,000
	5	\$5,367,492	\$12,239,508	\$17,607,000
	Total	\$16,871,909	\$39,954,091	\$56,826,000
	Detailed cost s	hare analysis by construction	n project and phase is in	the US 40 Funding Tas
Steamboat 700 Financing Method	So that the City can move forward quickly with Phase 1 of the improvements, Steamboat 700 offers a cash payment which is the present value of its share of phases 1 through 4, \$5,594,795 in lieu of payments extended over time in sync with residential development. This payment would be made in full upon approval of the first final plat recorded in the Steamboat 700 development. In Steamboat 700's judgment, Phase 5, which is a flyover, will either never be needed or will be needed very far into the future.			
Others- Cost Share and Possible Financing Methods	Cost Share Remainder: 70% to 71%. This is based on the Fox Higgins traffic analysis.			
	The US 40 Funding Task Force, formed by the Steamboat Springs City Council, is deliberating on possible financing solutions for the non-Steamboat 700 share. If federal and state funds are not available and a Regional Transportation Authority is not formed, then concepts under consideration are use tax revenues from the City and County and funding by other West Steamboat development that might annex to the City, project improvement fees (PIF) from large format retail on properties other than Steamboat 700 and sales tax			

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COMMUNITY CA	APITAL IMPROVEMENTS: COSTS, COST SHARE AND FINANCING (LIST PROVIDED BY THE CITY)		
	credit from large format retail sales.		
Remarks	An extensive packet of resource documents and financing arrangements that are under review by the Task Force are available from Steamboat 700, the City, or the County.		
Improvement	DOWNHILL DRIVE / US 40 INTERSECTION (IN THE US 40 PACKAGE)		
Estimated Cost	\$829,000 (Estimate provided by Stolfus.)		
Proposed Phasing	This project is part of Phase 2 of the US 40 road improvements. Phase 2 is proposed for construction when Steamboat 700 achieves between 1,600 and 2,000 units. The unit range depends on when others have their share of funds in place.		
Steamboat 700 Cost Share	28% or \$234,971, which is based on the Steamboat 700 share of average daily traffic on this road segment in 2030. The analysis is contained in the Fox Higgins traffic analysis, submitted in October 2008		
Steamboat 700 Financing Method	Steamboat 700 Metropolitan Districts		
Others - Cost Share	Remainder of Costs: 72%. This is part of the broader US 40 Funding Analysis described above		
Improvement	SLATE CREEK CONNECTOR (NE OF STEAMBOAT 700) (IN THE US 40 PACKAGE)		
Estimated Cost	WITHOUT SIDEWALKS         WITH SIDEWALKS           Roadway: 6400 lf x \$270         \$1,728,000         Roadway: 6400 lf x \$430         \$2,752,000           Intersection:         \$100,000         Intersection:         \$100,000           Contingency (25%)         \$457,000         Contingency (25%)         \$713,000           Total         \$2,285,000         Total         \$3,565,000		
Proposed Phasing	The City and County will determine when Slate Creek Connector (off-site) will be built.		
Steamboat 700 Cost Share	Steamboat 700's share of the off-site portion of the Slate Creek Connector is estimated to be 18%, which is based on the percent of average daily traffic generated by Steamboat 700 on this road segment in 2030. The Slate Creek Connector that is off-site (northeast of Steamboat 700) is part of the US 40 funding improvements.  This analysis estimates the road cost to be between \$2.3 and \$3.6 million. The Stolfus analysis estimates the costs at \$4.0 million.  Steamboat 700 will build 1,895 lineal feet of the Slate Creek Connector that is north of		
	New Victory Parkway on-site. These on-site costs are included in the Steamboat 700 on-site road improvements, presented above.		
Steamboat 700 Financing Method	Steamboat 700 Metropolitan Districts		
Others - Cost Share and Financing Methods	82%. This is part of the broader US 40 Funding Analysis. Revenues to build this cost share might come from a wide variety of sources, but primarily from other properties that benefit from the road improvement.		
PARKS and OPEN SPACE			
Improvement	NEIGHBORHOOD PARKS AND PLAYGROUNDS, PLAZAS, POCKET PARKS, COMMUNITY PARKS, OPEN SPACE		
Estimated Cost	Park Land: 20 acres (\$214,000 per acre) \$4,280,000  Open Space Land: 126 acres (\$214,000 per acre) \$26,964,000  Improvements \$1,200,000		

COMMUNITY CA	APITAL IMPROVEMENTS: COSTS, COST SHARE AND FINANCING (LIST PROVIDED BY THE CITY)		
	Total \$32,444,000		
Proposed Phasing	Pursuant to the filing of individual preliminary plats.		
Steamboat 700 Cost Share	100%		
Steamboat 700 Financing Method	Land Dedication: Steamboat 700, LLC Improvements: Steamboat 700 Metropolitan Districts		
Others - Cost Share	0%		
Remarks	The community parks (2.4 and 11.7 acres) will be dedicated to and operated by the City. Unless otherwise agreed to, all other parks, playgrounds and plazas will be owned by the Steamboat 700 Metropolitan Districts and most likely operated by the Steamboat 700 Master Homeowners Association (HOA) under a long-term lease agreement.		
Improvement	ATHLETIC FIELDS		
Estimated Cost	\$600,000 (2 athletic fields; \$300,000 each)		
Proposed Phasing	1 <sup>st</sup> field built as soon as the 11.7-acre community park is complete. The 2 <sup>nd</sup> field will be built within the following 3 years.		
Steamboat 700 Cost Share	Within the larger (11.7 acre) community park, Steamboat 700 Metropolitan Districts wil construct 2 athletic fields.		
Steamboat 700 Financing Method	Steamboat 700 Metropolitan Districts		
Others- Cost Share	0%		
Remarks	After construction, the City will own and operate the two community parks within Steamboat 700. The larger community park will include athletic fields.		
TRAILS			
Improvement	PEDESTRIAN TRAILS		
Estimated Cost	Land: 13 miles, 16 acres (\$214,000 per acre)       \$3,424,000         Improvements       \$528,000         Total       \$3,952,000		
Proposed Phasing	Pursuant to the filing of individual preliminary plats.		
Steamboat 700 Cost Share	100%		
Steamboat 700 Financing Method	Steamboat 700 Metropolitan Districts		
Others - Cost Share	0% City; State Great Outdoor Colorado Grants are possible.		
Remarks	City Intergovernmental Services staff has offered to partner with Steamboat 700 in crafting a grant application to seek State funding for eligible pedestrian trail improvements.  Steamboat 700 Metropolitan Districts or Steamboat 700 Master HOA will own and maintain any trail that the City does not own and maintain. The City might maintain the		
Improvement	maintain any trail that the City does not own and maintain. The City might maintain the trail that is an extension of the core trail.  CR 42 PEDESTRIAN UNDERPASS		
Estimated Cost			
	\$235,000  Prior to examing of the proposed West Steembest K. S. School		
Proposed Phasing	Prior to opening of the proposed West Steamboat K-8 School The grade-separated pedestrian crossing at CR 42 is not necessary unless a public school is		

COMMUNITY CA	APITAL IMPROVEMENTS: COSTS, COST SHARE AND FINANCING
Communities	(LIST PROVIDED BY THE CITY)
	constructed on the school's property west of CR 42.
Steamboat 700 Cost Share	Steamboat 700 is in negotiations with the School District Board.
Steamboat 700 Financing Method	This project would become part of the West Steamboat School funding package.
Others - Cost Share	Steamboat Springs RE-2 School District and Education Fund Board. Negotiations with School District are in progress and will begin with the Education Fund Board.
Improvement	US 40 PEDESTRIAN UNDERPASS AT KOA
Estimated Cost	\$520,000 (a dual use underpass Slate Creek plus pedestrians)
Phasing	When the West Steamboat Boulevard / US 40 intersection is constructed. This is scheduled in the initial phase of infrastructure construction.
Steamboat 700 Cost Share	Pedestrian Crossing: 100% less participation through State Grants
Steamboat 700 Financing Method	Steamboat 700 Metropolitan Districts
Others - Cost Share and Financing Methods	0% City; State Great Outdoors Colorado Grant
	City Intergovernmental Services staff has offered to partner with Steamboat 700 in crafting a grant application to the State for financial participation.
Remarks	Steamboat 700 will construct the core trail extension on site and the underpass under US 40. The City will maintain the underpass. The responsibilities for connecting the trail to the Yampa River Core Trail have yet to be determined.  Further discussion about the crossing design are underway as part of the TAC process. Steamboat 700 proposes a dual use underpass.
Improvement	New Victory Parkway Pedestrian Underpasses
Estimated Cost	\$470,000
Proposed Phasing	When New Victory Parkway is built; this is in the first phase of improvements.
Steamboat 700 Cost Share	100%
Steamboat 700 Financing Method	Steamboat 700 Metropolitan Districts
Others - Cost Share	0%
Improvement	Dubi ic Works / Darks Maintenance Each ity
	PUBLIC WORKS / PARKS MAINTENANCE FACILITY
Estimated Cost	Land: 1.0 acre (\$372,000 per acre) \$372,000  Building \$2,812,700  Total \$3,184,700
Proposed Phasing	Land dedication when the first final plat is recorded. Building completed when City is able to finance its share.
Steamboat 700 Cost Share	The current maintenance facility is on the west side. This will be a second facility that will also serve the entire City. The proposed cost share is based on Steamboat 700's portion of equivalent dwelling units at build-out as described below.
	EDUS: CITY AND STEAMBOAT 700
	"current" 1 <sup>st</sup> 5 years of S- 2 <sup>nd</sup> 5 Years of S-700

	(Lis		700	S-700	Build-out			
	Future Growth Fa	ctor City:	1% per year excluding		JUO-DIIUG			
	City	9,373	10,354	10,882	11,437			
	S-700	0	880	1,798	2,078			
	Total	9,373	11,234	12,680	12,515			
	City	100%	92%	86%	85%			
	S-700	0%	8%	14%	15%			
	Total	100%	100%   ent City and S-700, ER	100%	100%			
	As part of its 15	% cost share (\$4	77,705), Steamboat litional \$105,705 in 6	700, LLC will ded				
	build the facility		ntional \$105,705 in C	asii to the City wi	ien it is ready to			
Steamboat 700 Financing Method		n: Steamboat 70 ion: Steamboat 7	0, LLC 700 Metropolitan Dis	strict				
Others - Cost Share	City of Steambo Other propertie of future EDUs	es that might be a	nnexed might also p	articipate in costs,	based on their s			
Plow Trucks	CITY MAINT	TENANCE FAC	CILITY PLOW TRI	ICKS				
Estimated Cost	\$490,000							
Proposed Phasing	When the city r	naintenance buile	ding is complete.					
Steamboat 700 Cost Share	-		DUs as calculated ab	ove.				
Steamboat 700 Financing Method	+	Metropolitan Dis						
Others - Cost Share	City of Steambo	oat Springs. The	City could apply use nent if funds are not o					
Improvement	WEST STEAM	MBOAT FIRE S	STATION					
Estimated Cost		(\$372,000 per ac		558,000				
	Improvements			18,000				
	Apparatus:	· •		000,000				
	Total		\$8,6	576,000				
Proposed Phasing	Not determined at this time. It is dependent on whether the City and the Steamboat Springs Rural Protection Fire District (Fire District) decide to use a pay-as-you-go approach or issue some form of debt. If bonds or certificates of participation are issued, t issuer could be either by the Fire District or the City.							
Steamboat 700 Cost Share	Based on preliminary conversations with board members of the Fire District, the Fire District and Steamboat 700 propose that Steamboat 700 remain within the Fire Protection District until the West Steamboat Fire Station is completed and the debt is retired. Then, Steamboat 700 would be excluded from the District.							
	If this concept is adopted, then as long as there is debt against the West Steamboat Fire Station, Steamboat 700 will be a Subdistrict of the Fire District. Steamboat 700 property owners will pay property taxes for the fire protection services; this is an addition to what any other property owner in the City pays.							

(LIST PROVIDED BY THE CITY)  Steamboat 700, LLC will contribute land for the West Steamboat 700 fire station and pay property tax revenues as a Subdistrict of the Fire District							
1 ,							
The IGA between the City and the Fire District established the cost share between the District and the City. Steamboat 700 will remain a part of the District until the West Steamboat Fire Station is complete and the debt is retired.							
City Share: If the City chooses, it could use the excise tax revenues generated by Steamboat 700 to pay for its non-Steamboat 700 share of the proposed fire station.  Fire District Share: Reserves, voter approved contribution towards capital, mill levy.							
The operations and maintenance costs for the fire station should be removed from the fiscal impact model since Steamboat 700 will remain in the Fire District.							
POLICE SUB-STATION AT STEAMBOAT 700							
Lease Value: 1,000 sq x \$25 psf x 20 years = \$500,000 (no inflation in rent; no discount to present value)							
To be negotiated after first suitable office/warehouse building is constructed.							
Steamboat 700 offers 1,000 square feet of (vanilla box) space in one of its office warehouse or retail spaces for lease by the Steamboat Springs at no cost to the City for 20 years after the lease begins. It is understood that this space would not be used as a temporary holding facility.							
Steamboat 700, LLC							
City will construct tenant improvements, furnish and pay its share of central area maintenance (CAM) charges and electric utilities.							
The Police Chief through the TAC comments requested 1,000 square feet of leased space for a substation on the west side.							
CENTRAL POLICE HEADQUARTERS							
\$11,162,000 (City cost estimate)							
Not available							
Steamboat 700 homeowners, property owners and businesses should participate like all others in the City							
Steamboat 700 will participate like all others in the City.							
This is a citywide cost.							
This is a new idea from City staff that was not part of any prior discussion or part of the pre-annexation agreement.							
STEAMBOAT 700 COMMUNITY CENTER							
Land: 1.2 acres (\$372,000 per acre) \$446,400 Improvements: (15,000 sf) \$3,500,000 Total \$3,946,400							
When Steamboat 700 contains 600 residential units.							
100%							
Steamboat 700 Metropolitan Districts							

COMMUNITY CA	PITAL IMPROVEMENTS: COSTS, COST SHARE AND FINANCING (LIST PROVIDED BY THE CITY)
Others - Cost Share	0%
Remarks	This facility will be built and owned by the Steamboat 700 Metropolitan Districts and operated by the Steamboat 700 Master HOA under a long-term lease agreement with the Metropolitan Districts. The programming is not fully determined but this facility is designed to accommodate a day care center.
Improvement	WEST STEAMBOAT K-8 SCHOOL
Estimated Cost	Land: Owned by the Steamboat Springs RE-2 School District
Estimated Cost	Improvements: \$24,000,000 (estimated by Steamboat Springs RE-2 School District)
Proposed Phasing	This decision will be made by the Steamboat Springs RE-2 School District
Steamboat 700 Cost Share	Working Target: \$12,000,000 The financing proposal does not tie directly to this figure. The Steamboat 700 proposal would likely generate more than this working target over 25 years.
Steamboat 700 Financing Method	30% of the 1.0% Affordable Housing and Community Enhancement Real Estate Transfer Fee revenues for 25 years. Estimated Total: \$15 to \$20 million. The actual amount of revenues depends on the pace of development, the velocity of residential sale and resale activity and the inflation rate.
Others - Cost Share and Financing Methods	<u>Steamboat 700</u> is also part of the "others cost share" because property owners will pay property tax revenues like all others in the School District. <u>School District:</u> Bond issue repaid with property tax and real estate transfer fee revenues. <u>Education Fund Board</u> : 0.5% sales and use tax revenue generated by Steamboat 700 only.
Remarks	Discussion is underway with the School District.  The concept of applying the 0.5% sales and use tax revenues has not been presented to the Education Fund Board yet.  Costs should include the pedestrian underpass at CR 52 if the School District deems this to be necessary.  If other property is annexed to the City, then this concept might be applicable them but this proposal is not dependent on other annexations.
Improvement	WATER FIRMING PROJECT
Improvement	ý .
Estimated Cost	The City estimates costs up to \$950,000
Proposed Phasing	Determined by the City
Steamboat 700 Cost Share	Steamboat 700 proposes a payment of \$50,000
Steamboat 700 Financing Method	Cash contribution from Steamboat 700 or Steamboat 700 metropolitan districts upon approval of the 1 <sup>st</sup> Final Plat.
Others - Cost Share	City, other West Steamboat Annexors
Remarks	Projects consist of a plan for augmentation for Stagecoach contract water owned by the City, the change of the Hoyle and Knight senior water right and assistance with the development of Elk River storage. The Stagecoach and Hoyle and Knight projects would yield an additional 560-600 acre feet of water into the municipal system. This would be well in excess of one half of the delivery demand at project build-out. Steamboat 700, LLC believes that its contribution to these firming projects should be based on annual consumption of 211.4 AF, not delivery, as originally proposed by the City. The amount of \$50,000 is believed to be a reasonable budget for the Stagecoach and the Hoyle and Knight work. The deposit against Elk River Storage is premature since the project is entirely speculative at this point.

COMMUNITY CA	APITAL IMPROVEMENTS: COSTS, COST SHARE AND FINANCING (LIST PROVIDED BY THE CITY)
Improvement	LAND DEDICATION: YAMPA VALLEY HOUSING AUTHORITY
Cost	12.5 acres (\$372,000 per acre) \$4,650,000
Phasing	Conveyance at final plat on a plat-by-plat basis
Steamboat 700 Cost Share	100%
Steamboat 700 Financing Method	Conveyance by Steamboat 700, LLC
Others – Cost Share	None
	STUDIES, MODELS & PLANS
	The list below may increase; negotiations are in progress.
Plan	US 40 WEST OF STEAMBOAT SPRINGS NEPA STUDY
Cost	\$923,000
Phasing	Fall 2008 – Fall 2009
Steamboat 700 Cost Share	100%
Steamboat 700 Financing Method	Steamboat 700, LLC
Others - Cost Share	Other developers that annex to the City would reimburse Steamboat 700 for their share
Plan	RAW WATER AVAILABILITY STUDY
Cost	\$43,138
Phasing	This study was completed in 2009.
Steamboat 700 Cost Share	100%
Steamboat 700 Financing Method	Steamboat 700, LLC
Others - Cost Share	Other developers that annex to the City would reimburse Steamboat 700 for their share
Plan	FISCAL IMPACT MODEL
Cost	\$80,820
Phasing	Summer 2008 – May 2009
Steamboat 700 Cost Share	100%
Steamboat 700 Financing Method	Steamboat 700, LLC
Others - Cost Share	Other developers that annex to the City would reimburse Steamboat 700 for their share
Remarks	This study provides a fiscal impact model for the City's use on future development applications. It also proposes a cost allocation to Steamboat 700 for operations and maintenance costs the City would incur to provide services to the development.
Plan	COMMUNITY HOUSING MARKET DEMAND
Cost	\$150,000
Phasing	This study was completed in 2008.
Steamboat 700 Cost Share	\$50,000
Steamboat 700 Financing Method	Steamboat 700, LLC
Others - Cost Share	Other developers that annex to the City would reimburse Steamboat 700 for their share

COMMUNITY CAPITAL IMPROVEMENTS: COSTS, COST SHARE AND FINANCING (LIST PROVIDED BY THE CITY)							
Plan FORM BASED CODE							
Estimated Cost	\$300,000						
Phasing	This study was completed in 2009						
Steamboat 700 Cost Share	100%						
Steamboat 700 Financing Method	Steamboat 700, LLC						
Others - Cost Share	Other developers that annex to the City would reimburse Steamboat 700 for their share						

COMMUNITY C	CAPITAL IMPROVEMENT	S - Sources of reve	ENUE	
TYPE OF IMPROVEMENT	STEAMBOAT 700	CITY	COUNTY	OTHERS
TRANSIT				
Transit Busses, Heated Bus Shelters	Metro Districts	None	None	None
Replacement Reserve	In Fiscal Impact Model	None	None	None
Transit Center	Steamboat 700, LLC	Tenant Improvements, CAM, Utilities	None	None
ROADS				
On-Site: Main and Collectors	Metro Districts	None	None	None
Off-Site: CR 42 at New Victory Pkwy	Metro Districts	None	None	None
Off-Site: New Victory Pkwy – Downhill to Overlook	None	Yes	Cap. Imp. Plan	Overlook Park
Off-Site: Downhill Drive	Not applicable – No impre	ovements are recommend	led.	
Hwy 40 Capacity Improvements	Cash Payment	Use taxes from Steamboat 700	Use taxes from Steamboat 700	West Steamboat Annexors
US 40: Downhill Dr./US 40 (#9)	See US 40 above	See US 40 above	See US 40 above	
US 40: Slate Creek Connector –off-site	See US 40 above	See US 40 above.	See above	Above + Property in County
PARKS and OPEN SPACE				
Neighborhood Parks, Pocket Parks, Plazas, Community Parks, Open Space	Steamboat 700 LLC and Metro Districts	None	None	None
Athletic Fields	Metro Districts	None	None	None
TRAILS				
Pedestrian Trails	Metro Districts	None	None	State Grant?
CR 42 Pedestrian Underpass	Real Estate Transfer Fee	None	None	School District
US 40 Pedestrian Underpass	Metro Districts	None	None	State Grant?
New Victory Parkway Underpasses	Metro Districts	None	None	None
CITY MAINTENANCE FACILITY (land, building and trucks)	Steamboat 700, LLC and Metro Districts	Yes	None	None
WEST STEAMBOAT FIRE STATION	Steamboat 700, LLC and Subdistrict of the Fire District	Excise Tax Revenues from S-700	None	Fire District
POLICE				
West Steamboat Sub-Station	Steamboat 700, LLC	Tenant Improvements, CAM, Utilities	None	None
Central Headquarters	Like rest of city	?	None	None
STEAMBOAT 700 COMMUNITY CENTER	Steamboat 700, LLC and Metro Districts	None	None	None
WEST STEAMBOAT K-8 SCHOOL	Real Estate Transfer Fee	None	None	School District
WATER FIRMING PROJECT	Cash Contribution		None	None
STUDIES, MODELS AND PLANS	Cash Contribution	None	None	Reimbursement by other annexed developments
YAMPA VALLEY HOUSING AUTHORITY	Steamboat 700 LLC	None	None	None

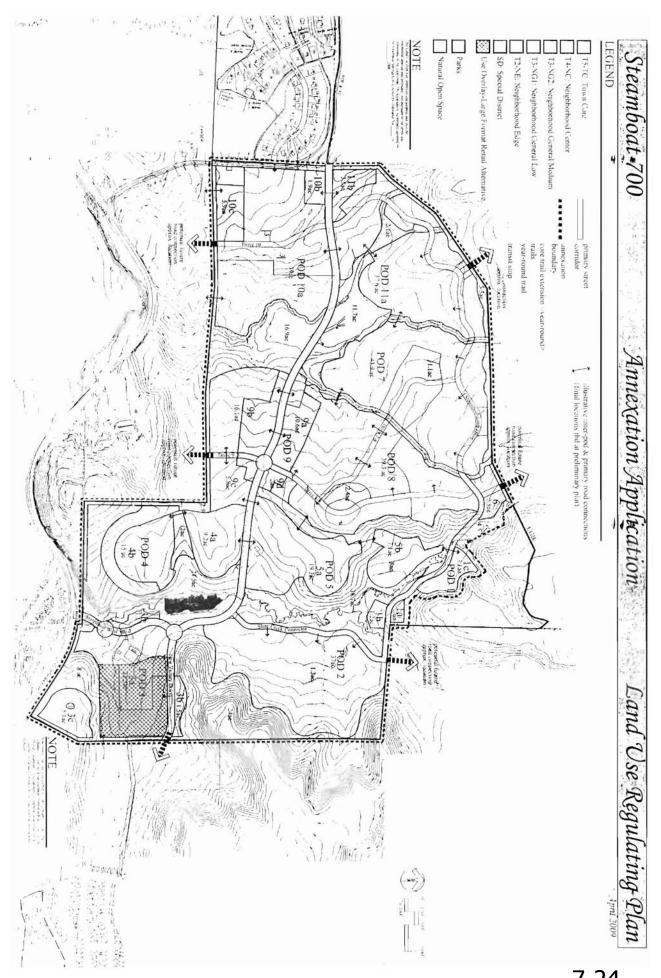
					<b>J</b>	~	воат <b>700</b> Sh							
				SOURCE OF STEAMBOAT 700 CONTRIBUTIONS										
	Total Costs	Steamboat 700 Share	Steamboat 700, LLC Cash 2008- 09	Steamboat 700, LLC Cash - 1st Final Plat	Steamboat 700, LLC Land Dedication	Steamboat 700, LLC Free Lease	Steamboat 700 Metro Districts	Rural Fire Protection Sub District	Real Estate Transfer Fee					
TRANSIT:														
Heated Bus Shelters	\$105,000	\$105,000					\$105,000							
Transit Busses	\$1,138,000	\$227,600					\$227,600*							
Replacement Reserve	N/A	N/A												
Transit Services	\$2,060,000	\$500,000				\$500,000								
ROADS:														
Main and Collectors	\$5,639,390	\$5,639,390					\$5,639,390							
Gun Club Connector	\$1,115,750	\$0												
CR 42 and N.V.P.	\$260,000	\$260,000					\$260,000							
N.V.P. (offsite)	\$1,100,000	\$0												
Downhill Drive	\$O	\$0												
US 40	\$39,219,000 **	\$5,594,795		\$5,594,795										
PARKS and OPEN SPA	CE:													
Playgrounds, Parks,														
Plazas & Open Space	\$32,444,000	\$32,444,000			\$31,244,000		\$1,200,000							
Athletic Fields	\$600,000	\$600,000					\$600,000							
TRAILS:														
Pedestrian Trails	\$3,952,000	\$3,952,000			\$3,424,000		\$528,000							
CR 42 Underpass	\$235,000	\$117,500							\$117,500					
US 40 Underpass	\$520,000	\$520,000					\$520,000							
N.V.P. Underpasses	\$470,000	\$470,000					\$470,000							
CITY PUBLIC WORKS	S / PARKS MA	INTENANC	CE FACILI	TY										
Building	\$3,184,700	\$477,705		\$105,705	\$372,000									
Trucks	\$490,000	\$73,500		\$73,500										
POLICE:														
Substation	\$500,000	\$500,000				\$500,000								
Headquarters	\$11,162,000	\$0												
FIRE STATION	\$8,676,000	\$1,207,440			\$558,000			\$694,440						
COMM. CENTER	\$3,946,400	\$3,946,400			\$446,400		\$3,500,000							
K-8 SCHOOL	\$24,000,000	\$17,382,500 ***							\$17,382,500 ***					
WATER FIRMING	\$50,000****	\$50,000	\$50,000											
YVHA LAND	\$4,650,000	\$4,650,000			\$4,650,000									
STUDIES, MODELS, PLANS	\$1,496,958	\$1,396,958	\$1,396,958											
	\$147,014,198	-00 114 500	\$1,446,958	\$5,774,000	\$40,694,400	\$1,000,000	\$13,049,990	0.604.440	\$17,500,000					

<sup>\*\*</sup> Total costs could be  $\$56,\!826,\!000$  if Phase 5 flyover is included.

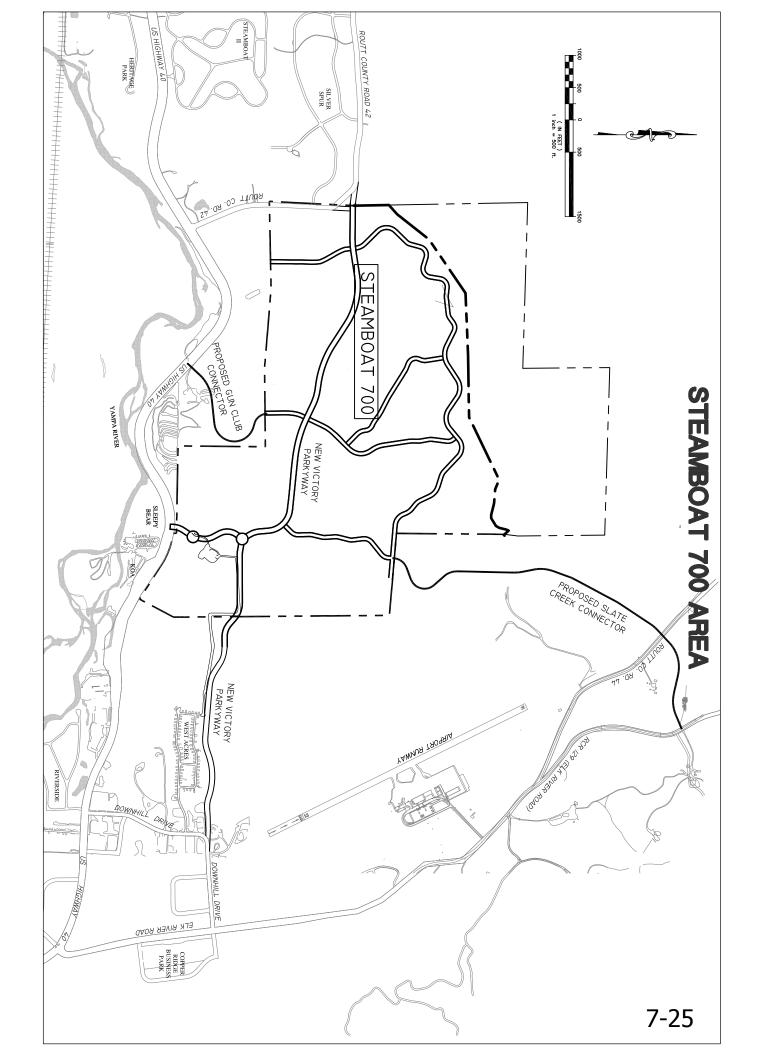
<sup>\*</sup> Could be more if FTA grant is denied.

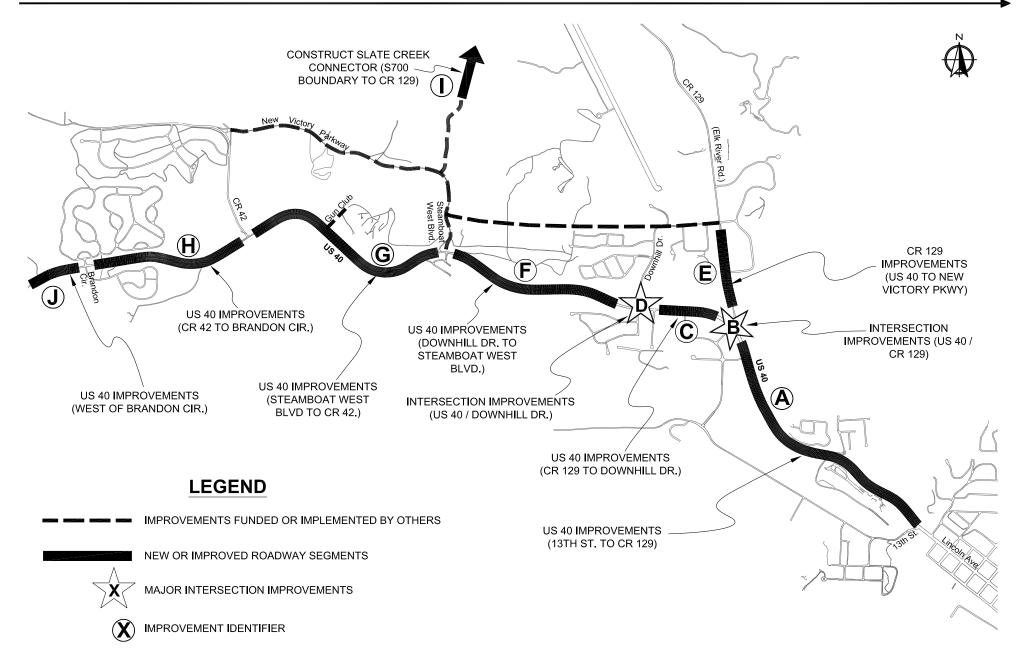
\*\*\* This figure might range between \$15,000,000 and \$20,000,000.

<sup>\*\*\*\*</sup> City staff estimates that this could be \$950,000



7-24







		_																					
Numbe	r Task	Resource	Start	End	Duration	2/9	2/16	2/23	3/2	3/9	3/16	3/23	3/30	4/6	4/13	4/20	4/27	5/4	5/11	5/18	5/25	6/1	6/8
1	Negotiating Team Meeting (1:30-3:00)	Initial PAA review by staff	2/11/2009	2/11/2009		•																	
2	Pre-Annexation Agreement- Draft 1		2/12/2009	2/25/2009	7																		
3	City Council Meeting (5:00)	Annex Update and CC Direction- Council Member on Negotiating Team	3/3/2009	3/3/2009					*														
4	Negotiating Team Meeting (1:30-3:00)	Meeting with 360 Village to discuss PAA- Draft 1	3/4/2009	3/4/2009					•														
5	Pre-Annexation Agreement- Draft 2		3/5/2009	3/17/2009	8																		
6	Planning Commission Meeting (6:00)	PC Direction- West Steamboat Build-out	3/12/2009	3/12/2009						•													
7	Negotiating Team Meeting (1:30-3:00)	Meeting with 360 Village to discuss PAA- Draft 2	3/18/2009	3/18/2009							*												
8	Pre-Annexation Agreement- Draft 3		3/18/2009	3/31/2009	9																		
9	Negotiating Team Meeting (1:30-3:00)	Meeting with 360 Village to discuss PAA- Draft 3	4/1/2009	4/1/2009									*										
10	Pre-Annexation Agreement- Draft 4		4/1/2009	4/11/2009	7																		
11	City Council Meeting (5:00)	Annexation Update and CC Direction- West Steamboat Build-out	4/7/2009	4/7/2009										•									
12	Negotiating Team Meeting (1:30-3:00)	Meeting with 360 Village to discuss PAA	4/15/2009	4/15/2009											•								
13	City Council Meeting (5:00)	Annex Update and CC Direction- Major unresolved issues with PAA and Fiscal Impact Model	5/5/2009	5/5/2009														•					
14	Negotiating Team Meeting (1:30-3:00)	Meeting with 360 Village to discuss PAA and City Council Direction	5/6/2009	5/6/2009														*					
15	Negotiating Team Meeting (1:30-3:00)	Meeting with 360 Village do discuss PAA	5/20/2009	5/20/2009																*			
16	Hwy 40 NEPA Study- Preferred Alternative public meeting	4-7 PM Community Center	5/20/2009	5/20/2009																•			
18	Planning Commission Meeting (6:00)	PC Worksession to discuss TND Zone Districts	5/28/2009	5/28/2009																	*		
19	City Council Meeting (5:00)	Annex Update and CC Direction- Possible Consideration of Final PAA	6/2/2009	6/2/2009																		*	
20	Negotiating Team Meeting (1:30-3:00)	Meeting with 360 Village to discuss PAA and City Council Direction	6/3/2009	6/3/2009																		•	
21	Planning Commission Meeting (6:00)	PC Worksession to discuss TND Zone Districts	6/11/2009	6/11/2009																			*

#### DENSITY

### ISSUE:

The Developer believes it is essential for the City to have a good faith commitment within the PreAnnexation Agreement to development of a zoning mechanism that would allow for a minimum density level of 650 residential units with the ability to achieve higher density within 360 Village, based upon the density criteria in the PreAnnexation Agreement.

#### WHY IS THIS IMPORTANT?

- A. Density impacts the ability of 360 Village to achieve goals of the West Steamboat Area Plan, such as transit use and attainable housing.
- B. Density affects the ability of 360 Village to commit to the significant upfront financial contributions required for the annexation.

#### WHAT ABOUT FORM BASED CODE?

Adoption of form based code concepts and the Traditional Neighborhood District (TND) as a zone district will provide for flexibility within the transects to achieve appropriate density and hopefully accommodate the goals of the WSSAP.

Even with the flexibility in the transects, there will still be a rough maximum density number that can be accommodated within the different types of transects. In other words, some transects will be targeted at single family residential and some transects will be targeted at mixed use, thus achieving different density levels within each transect.

The decision as to which specific transects are applied to the 360 Village land use plan (and thus the ability to achieve a certain minimum density levels) lies with City Council.

We need a good faith commitment by City Council to adopt and apply transects to the 360 Village site that provide the ability to achieve the needed minimum density level of 650 residential units.

# **REQUESTED ACTION:**

Approve inclusion of the following concept within the 360 Village PreAnnexation Agreement: The City will adopt zone districts for the Project, which are anticipated to include a TND zone district and form based code principles including transects. The City agrees to work in good faith to adopt and approve a Land Use Plan for the Project with specific zone districts, which may include the TND zone district and form based code principles including transects, that provide the ability to achieve a minimum of 650 residential units and the ability to achieve higher density, based upon the density criteria in the PreAnnexation Agreement.

### **VESTED PROPERTY RIGHTS**

### ISSUES:

- 1. As currently proposed in the PreAnnexation Agreement, the vested property rights section does not provide a level of reasonable and needed protection for this type of project: in fact, it does not even provide assurance that the City will adhere to the terms of the negotiated Annexation Agreement.
- 2. The term of vested property rights is not sufficient for a project of this type, particularly in this extremely unsettled economic environment.

### WHY IS THIS IMPORTANT?

- 1. Without a reasonable and necessary level of protection, the significant financing required for public and private improvements, if obtainable at all, would be cost-prohibitive, particularly with existing and projected economic conditions.
- 2. Even if financing could be obtained at a premium cost, certain unilateral actions could put the project into default and bankruptcy, not achieving Developer or City goals.

### WHAT ABOUT CITY'S NEED FOR FUTURE CHANGES?

The Developer understands and acknowledges the City's need to be able to unilaterally apply updated or new regulations and Developer's proposed revisions allow for that. In addition, the Developer has proposed two significant compromises in an attempt to meet the City half-way: only allowing limited vested property rights until the project has met certain milestones and agreeing to certain growth control measures that may have less impact on the financial viability of the project.

## **REQUESTED ACTION:**

- Approve proposed revisions to draft PreAnnexation Agreement section on vested property rights.
- If essential, direct Developer and City staff to work out specific language on moratorium/growth control compromise.

Previously e-mailed Attachment 4

## Anja Tribble

From: Anja Tribble

**Sent:** Tuesday, April 21, 2009 8:47 AM

To: chermacinski@steamboatsprings.net; jquinn@steamboatsprings.net; louiotp@yahoo.com;

organizedcoach@yahoo.com; smyller@steamboatsprings.net; ivo@springsips.com;

wnmpepls@gmail.com; Jon Roberts; Wendy DuBord; John Eastman

Cc: Julie Franklin

Subject: FW: [City Council] 700 Annex Proposal

----Original Message----

From: Anja Tribble

Sent: Tuesday, April 21, 2009 8:45 AM

To: 'wbb@springsips.com'

Subject: RE: [City Council] 700 Annex Proposal

Dear Wendy

Thank you for your comment. Your e-mail has been forwarded to City Council and the

appropriate staff members.

Sincerely,

Anja Tribble-Husi Staff Assistant City Clerk's Office

Steamboat Springs, Colorado

(970) 871-8225

atribble@steamboatsprings.net

----Original Message----

From: webmaster@steamboatsprings.net [mailto:webmaster@steamboatsprings.net] On Behalf Of

wbb@springsips.com

Sent: Saturday, April 18, 2009 2:06 PM

To: Anja Tribble

Subject: [City Council] 700 Annex Proposal

Wendy Holden sent a message using the contact form at http://steamboatsprings.net/contact/City\_Council.

I do not support the annexation of the 700 property to from the county to the city. The main reasons are 1) I feel that this growth will change the character of our community, we have decided on growth parameters and have county defined regulations for new developments that prevent this type of density in our open spaces; 2) We are not prepared for the traffic that this additional and expansive growth would add to a crowded and dysfunctional west corridor; 3) The water requirements of this size of expansion will be detrimental to our resources; 4) I feel that the current economic situation, the recession, falling property values, etc lend reason to a wait and see situation.

If the 700 wants to become its own city, then the should file for articles of incorporation, develop their own water system, plan for traffic and infrastructure. Otherwise, I recommend development at the county levels, 35 acres, clustered homes, and open space considerations.

Previously e-mailed 7–30

# **AGENDA ITEM #8**

# CITY COUNCIL COMMUNICATION FORM

FROM: Bob Litzau, Interim Director of Financial Services (Ext 239)

John Eastman, Planning Services Manager (Ext. 275)

THROUGH: Jon B. Roberts, City Manager (Ext. 228)

DATE: May 5, 2009

ITEM: Steamboat 700 Fiscal Impact Model Review

**NEXT STEP:** Direction to staff on Operating Costs portion

X DIRECTION X INFORMATION

## I. REQUEST OR ISSUE:

Tonight we are presenting you with a preliminary version of the Steamboat 700 Fiscal Impact Model prepared by Economic Research Associates.

Two questions that need to be answered to finalize the model are: 1) What defines revenue neutrality? Does each year/measuring point stand alone or is an average used for measurement of neutrality?: 2) What type revenue source or payment needs to be provided by Steamboat 700 to achieve neutrality?

### **II. RECOMMENDED ACTION:**

Provide direction to staff for finalization of the operating cost portion of the model. We will be having additional discussions among City staff and with Steamboat 700 regarding the capital portion of the model and will bring that before Council at a later date.

## III. FISCAL IMPACTS:

None. The study has been funded by Steamboat 700.

### IV. BACKGROUND INFORMATION:

Staff has requested three different scenarios of the Steamboat 700 fiscal impacts based on different rates of development. Of the two rates provided by Steamboat 700 one is a fairly aggressive timetable (Scenario #1) and one is a slower timetable (Scenario #2). The third scenario uses a rate provided by the City's Planning and Community Development staff (Scenario #3) and is the most conservative rate. None of the scenarios achieves full build out within the 15 year scope of the model. Each of the three scenarios includes two different methods for calculating the fiscal impact of the operating costs for a new fire station to be located in West Steamboat.

Under one method for allocating fire station costs the assumption is that Steamboat 700 will be responsible for 100% all costs of operating the West Steamboat station. Using this method the development remains revenue negative throughout the 15 year time scope. The amount ranges from a low of \$211,878 to a high of \$787,394 per year under Scenario #1; a low of \$280,948 to a high of \$694,888 per year under Scenario #2; a low of \$519,569 to a high of \$658,168 per year under Scenario #3.

The other method allocates the fire station costs based on EDU's served by the station. This significantly reduces the costs absorbed by Steamboat 700 and results show the development as revenue positive at some point in time under all three scenarios and as revenue negative at other points. The amounts range from revenue negative of \$190,777 to revenue positive of \$218,562 under Scenario #1; from revenue negative of \$4,120 to revenue positive of \$127,909 under Scenario #2; from revenue negative of \$72,775 to revenue positive of \$91,399 under Scenario #3.

In either event there are costs that will need to be covered by Steamboat 700 in order to achieve revenue neutrality for the development.

Finally, there may need to be some minor changes to the model prior to finalization. Staff will be working with Steamboat 700 to agree on the changes, if any, and with Council input and direction finalize the answers to the two remaining questions.

### V. <u>LEGAL ISSUES:</u>

None noted.

### VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None noted.

### VII. <u>SUMMARY AND ALTERNATIVES:</u>

City staff is requesting Council input and direction for final negotiations with Steamboat 700 regarding operational fiscal impacts and is providing information regarding capital fiscal impacts. Both will be brought back to Council for final approval.

Table 8 Summary of Results - SB 700

	2015	2020	2025
Davien i es	<del></del>		
devenues			
Taxes and Assessments	¢024.070	¢2.475.242	£2.460.427
Sales Tax Vehicle Use Tax	\$924,070	\$2,175,313	\$2,468,437
Franchise Fees	\$111,808	\$214,445	\$247,873
Special Assessments	\$87,780 \$3,669	\$179,372 \$7,497	\$207,303 \$8,664
Other Taxes and Assessments	\$8,823	\$18,029	\$20,837
Licenses and Permits	\$3,152	\$6,440	\$7,443
	\$3,132	\$0,110	ψ,,-1-13
Intergovernmental County Road & Bridge	\$22,091	\$45,141	\$52,169
Mineral Lease	\$22,091	\$45,141	\$52,109
Mineral Severance	\$0	\$0	\$0
Highway Users Taxes	\$0	\$0 \$0	\$0
Government Grants	\$0	\$0	\$0
Additional Motor Vehicle Taxes	\$3,831	\$7,829	\$9,048
Fire Protection Services	\$5,651	\$7,029	\$9,040
FDU	\$61,953	\$126,597	\$146,309
Station	\$329,999	\$329,999	\$329,999
County Animal Shelter Charge	\$5.573	\$10,690	\$12,356
Other Intergovernmental	\$0,575	\$10,030	\$12,550
•			
Charges for Services Ski Complex Fees	\$70,215	\$134,670	\$155,663
Park User Fees and Concessions	\$35,608	\$68,295	\$78,941
	\$10,527	\$20,190	\$23,337
Recreation Program Fees Ice Rink Fees			
	\$79,078 \$91,846	\$151,669 \$176,159	\$175,312 \$203,617
Tennis Center Fees Transit Fees		\$176,158	\$203,017
	\$0 \$14,304	\$0 \$29,229	
Planning Fees			\$33,780
Emergency Medical Services	\$21,255	\$43,433	\$50,196
Other Charges for Services	\$17,575	\$35,912	\$41,504
Fines and Forfeits	\$26,797	\$54,757	\$63,283
Other			
Investment Income	\$0	\$0	\$0
Affordable Housing Loan Repayment	\$0	\$0	\$0
Contributions	\$0	\$0	\$0
Voluntary Assessment	\$0	\$0	\$0
Proceeds from Issuance of Debt	\$0	\$0	\$0
Miscellaneous	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Total Revenues			
EDU - Fire Protection Services	\$1,599,953	\$3,505,665	\$4,006,072
Station - Fire Protection Services	\$1,867,998	\$3,709,067	\$4,189,761
- Typonese			
expenses General Government	\$265,663	\$542,862	\$627,391
Transportation Services	\$515,096	\$707,985	\$707,985
Public Works	\$112,432	\$262,390	\$431,218
Public Safety Services			
Police	\$286,604	\$585,652	\$676,844
Fire EDU	\$199,850	\$408,377	\$471,965
Station	\$1,064,512		
		\$1,064,512 \$55,812	\$1,064,512
Legal and Municipal Court	\$27,313 \$334,984	\$55,812 \$624,329	\$64,502 \$713.065
Parks and Recreation Community Development	\$334,984 \$48,789	\$624,329 \$99,697	\$713,965 \$115,221
Debt Service	\$40,789 <u>\$0</u>	\$99,097 <u>\$0</u>	\$113,221 <u>\$0</u>
Total General Fund Expenses			
EDU - Fire	\$1,790,730	\$3,287,103	\$3,809,093
Station - Fire	\$2,655,392	\$3,943,238	\$4,401,639
Net Fiscal Impact			
Net Fiscal Impact Net Fiscal Impact (Pro Rata Share of Fire Costs)	(\$190,777)	\$218,562	\$196,979

Source: CAFR 2007 ,ERA, and Steamboat 700

Table 1 Capital Projects Fund - SB 700

	2015	2020	2025	Total
Development Program Elements				
Retail (SF)	25.000	115 000	20.000	170.000
Retail/Mixed Use (per SF)	25,000	115,000	30,000	170,000
Retail/Large Format (per SF)	0	0	0	0
Office (SF)	15,000	65,000	15,000	95,000
Industrial/Service (SF)	10,000	20,000	5,000	35,000
Lodging (SF)	0	40,000	0	40,000
Single Family (SF)	804,102	867,027	177,382	1,848,511
Multi Family (SF)	569,205	502,900	261,600	1,333,705
Construction Cost Estimate (per SF)				
Retail (per SF)				
Retail/Mixed Use (per SF)	\$100	\$100	\$100	\$100
Retail/Large Format (per SF)	\$75	\$75	\$75	\$75
Office (per SF)	\$120	\$120	\$120	\$120
Industrial/Service (per SF)	\$135	\$135	\$135	\$135
Lodging (per SF)	\$95	\$95	\$95	\$95
Single Family (per SF)	\$200	\$200	\$200	\$200
Multi Family (per SF)	\$175	\$175	\$175	\$175
Construction Cost Estimate				
Retail				
Retail/Mixed Use (per SF)	\$2,500,000	\$11,500,000	\$3,000,000	\$17,000,000
Retail/Large Format (per SF)	\$0	\$0	\$0	\$0
Office	\$1,800,000	\$7,800,000	\$1,800,000	\$11,400,000
Industrial/Service	\$1,350,000	\$2,700,000	\$675,000	\$4,725,000
Lodging	\$0	\$3,800,000	\$0	\$3,800,000
Single Family	\$160,820,400	\$173,405,400	\$35,476,400	\$369,702,200
Multi Family	\$99,610,875	\$88,007,500	\$45,780,000	\$233,398,375
Total	\$266,081,275	\$287,212,900	\$86,731,400	\$640,025,575
Excise Tax	\$3,192,975	\$3,446,555	\$1,040,777	\$7,680,307
Use Tax	\$5,321,626	\$5,744,258	\$1,734,628	\$12,800,512
Total	\$8,514,601	\$9,190,813	\$2,775,405	\$20,480,818
	43/2	,,	4-1.001.00	4==7,.00,010

Source: ERA

Table 8
Summary of Results - SB 700 Low Absorption Scenario

	2015	2020	2025
Devenue			
Revenues			
Taxes and Assessments			
Sales Tax	\$313,941	\$1,565,184	\$2,400,791
Vehicle Use Tax Franchise Fees	\$33,924 \$27,947	\$136,560 \$110,430	\$246,748
Special Assessments	\$27,847 \$1,164	\$119,439 \$4,992	\$207,303 \$8,664
Other Taxes and Assessments	\$2,799	\$12,005	\$20,837
Licenses and Permits	\$1,000	\$4,288	\$7,443
Intergovernmental County Road & Bridge	\$7,008	\$30,058	\$52,169
Mineral Lease	\$0	\$0	\$0
Mineral Severance	\$0	\$0	\$0
Highway Users Taxes	\$0	\$0	\$0
Government Grants	\$0	\$0	\$0
Additional Motor Vehicle Taxes	\$1,215	\$5,213	\$9,048
Fire Protection Services			
EDU	\$19,654	\$84,297	\$146,309
Station	\$329,999	\$329,999	\$329,999
County Animal Shelter Charge	\$1,691	\$6,807	\$12,300
Other Intergovernmental	\$0	\$0	\$0
Charges for Services			
Ski Complex Fees	\$21,304	\$85,759	\$154,956
Park User Fees and Concessions	\$10,804	\$43,491	\$78,583
Recreation Program Fees	\$3,194	\$12,857	\$23,232
Ice Rink Fees	\$23,993	\$96,584	\$174,517
Tennis Center Fees	\$27,867	\$112,179	\$202,694
Transit Fees	\$0	\$0	\$0
Planning Fees	\$4,538	\$19,462	\$33,780
Emergency Medical Services	\$6,743	\$28,921	\$50,196
Other Charges for Services	\$5,575	\$23,913	\$41,504
Fines and Forfeits	\$8,501	\$36,461	\$63,283
Other			
Investment Income	\$0	\$0	\$0
Affordable Housing Loan Repayment	\$0	\$0	\$0
Contributions	\$0	\$0	\$0
Voluntary Assessment	\$0	\$0	\$0
Proceeds from Issuance of Debt	\$0	\$0	\$0
Miscellaneous	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Total Revenues			
FDU - Fire Protection Services	\$522,759	\$2,428,472	\$3,934,356
Station - Fire Protection Services	\$833,104	\$2,674,173	\$4,118,045
Expenses	ר		
General Government	\$84,277	\$361,476	\$627,391
Transportation Services	\$0	\$515,096	\$707,985
Public Works	\$112,432	\$262,390	\$431,218
Public Safety Services			
Police	\$90,920	\$389,969	\$676,844
Fire	¢62 200	¢271 02 <i>6</i>	¢171 065
EDU Station	\$63,399 \$1,064,513	\$271,926 \$1,064,512	\$471,965 \$1,064,512
Station	\$1,064,512	\$1,064,512	\$1,064,512
Legal and Municipal Court	\$8,665	\$37,164	\$64,502
Parks and Recreation	\$151,708 \$15,479	\$441,054	\$711,319
Community Development Debt Service	\$15,478 <u>\$0</u>	\$66,385 <u>\$0</u>	\$115,221 <u>\$0</u>
			<del></del> -
Total General Fund Expenses EDU - Fire	\$526,880	\$2,345,459	\$3,806,447
Station - Fire	\$1,527,992	\$3,138,045	\$4,398,993
Not Figgal Immost			
Net Fiscal Impact		***	****
Net Fiscal Impact (Pro Rata Share of Fire Costs)	(\$4,120)	\$83,012	\$127,909

Source: CAFR 2007 ,ERA, and Steamboat 700

Table 1 Capital Projects Fund - SB 700 Low Absorption Scenario

	2015	2020	2025	Total
Development Decayon Florents				
Development Program Elements Retail (SF)				
Retail/Mixed Use (per SF)	25,000	115,000	30,000	170,000
	25,000	115,000	30,000	170,000
Retail/Large Format (per SF) Office (SF)	15,000	65,000	15,000	95,000
Industrial/Service (SF)	·	20,000	5,000	35,000
	10,000 0	·	5,000	·
Lodging (SF)	<del>-</del>	40,000	•	40,000
Single Family (SF)	245,037	867,027	583,644	1,695,708
Multi Family (SF)	172,221	502,900	862,800	1,537,921
Construction Cost Estimate (per SF)				
Retail (per SF)				
Retail/Mixed Use (per SF)	\$100	\$100	\$100	\$100
Retail/Large Format (per SF)	\$75	\$75	\$75	\$75
Office (per SF)	\$120	\$120	\$120	\$120
Industrial/Service (per SF)	\$135	\$135	\$135	\$135
Lodging (per SF)	\$95	\$95	\$95	\$95
Single Family (per SF)	\$200	\$200	\$200	\$200
Multi Family (per SF)	\$175	\$175	\$175	\$175
Construction Cost Estimate				
Retail				
Retail/Mixed Use (per SF)	\$2,500,000	\$11,500,000	\$3,000,000	\$17,000,000
Retail/Large Format (per SF)	\$0	\$0	\$0	\$0
Office	\$1,800,000	\$7,800,000	\$1,800,000	\$11,400,000
Industrial/Service	\$1,350,000	\$2,700,000	\$675,000	\$4,725,000
Lodging	\$0	\$3,800,000	\$0	\$3,800,000
Single Family	\$49,007,400	\$173,405,400	\$116,728,800	\$339,141,600
Multi Family	\$30,138,67 <u>5</u>	\$88,007,500	<u>\$150,990,000</u>	\$269,136,17 <u>5</u>
Total	\$84,796,075	\$287,212,900	\$273,193,800	\$645,202,775
Excise Tax	\$1,017,553	\$3,446,555	\$3,278,326	\$7,742,433
Use Tax	\$1,695,922	\$5,744,258	\$5,278,326 \$5,463,876	\$12,904,056
Total	\$2,713,474	\$9,190,813	\$8,742,202	\$20,646,489

Source: ERA

Table 8
Summary of Results - Planning Low Absorption Scenario

Vehicle Use Tax   \$46,754   \$104,355   \$162,976   Franchise Fees   \$37,772   \$34,965   \$142,525   \$122,925   \$5pecial Assessments   \$1,577   \$3,967   \$5,957   \$5,957   \$1,325   \$1,3		2015	2020	2025
Taxes and Assessments   Sales   Tax   S455,908   \$1,294,622   \$1,766,055   \$162,976   \$104,355   \$162,976   \$104,355   \$162,976   \$104,355   \$162,976   \$104,355   \$162,976   \$104,355   \$162,976   \$104,355   \$162,976   \$142,522				
Sales   Sale	Revenues			
Vehicle Use Tax   S46,754   \$104,355   \$162,976   Franchise Fees   \$37,727   \$34,925   \$142,522   Special Assessments   \$1,577   \$3,967   \$5,957   \$1,425,522   Special Assessments   \$1,577   \$3,967   \$5,957   \$1,42,522   Special Assessments   \$1,577   \$3,967   \$5,957   \$143,525   Special Assessments   \$1,355   \$3,408   \$5,117   Special Assessments   \$1,355   Special Assessment   \$1,355   Special	Taxes and Assessments			
Franchise Fees   \$37,727   \$94,925   \$142,522   \$0,500   \$1,2500	Sales Tax	\$455,908	\$1,294,622	\$1,766,055
Special Assessments	Vehicle Use Tax	\$46,754	\$104,355	\$162,976
Other Taxes and Assessments         \$3,792         \$9,541         \$14,325           Licenses and Permits         \$1,355         \$3,408         \$5,117           Integropermental County Road & Bridge         \$9,494         \$23,889         \$35,867           Mirreral Lease         \$0         \$0         \$0         \$0           Mineral Severance         \$0         \$0         \$0         \$0           Mighrey Users Taxes         \$0         \$0         \$0         \$0           Government Grants         \$0         \$0         \$0         \$0           Additional Motor Vehicle Taxes         \$1,647         \$4,43         \$6,220           Fire Protection Services         \$1,647         \$4,43         \$6,220           EDU         \$26,627         \$66,996         \$100,589           Station         \$3329,999         \$323,331         \$5,202         \$8,122           Other Intergovernmental         \$0         \$0         \$0           Charges for Services         \$29,361         \$65,534         \$102,348           Ski Complex Fees         \$29,361         \$65,534         \$102,348           Park User Fees and Concessions         \$14,890         \$33,234         \$519,005           Recreation Frogram	Franchise Fees	\$37,727	\$94,925	\$142,522
Dicenses and Permits	Special Assessments	\$1,577	\$3,967	\$5,957
Intergovernmental	Other Taxes and Assessments	\$3,792	\$9,541	\$14,325
County Road & Bridge	Licenses and Permits	\$1,355	\$3,408	\$5,117
Mineral Lease	Intergovernmental			
Mineral Severance			\$23,889	\$35,867
Highway Users Taxes Government Grants Additional Motor Vehicle Taxes Fire Protection Services EDU Station Station Station Station Station County Animal Shelter Charge Other Intergovernmental Station Station Charges for Services Ski Complex Fees				\$0
Covernment Grants	Mineral Severance			\$0
Additional Motor Vehicle Taxes Fire Protection Services  Station County Animal Shelter Charge Shi Complex Fees Shi Complex Fees Shi Complex Fees Shi Complex Fees Park User Fees and Concessions Shi Canglex Fees Shi Complex Fees Shi Complex Fees Shi Complex Fees Shi Complex Fees Shi County Shi		\$0	\$0	\$0
Fire Protection Services   EDU	Government Grants			\$0
EDU \$26,627 \$66,996 \$100,588	Additional Motor Vehicle Taxes	\$1,647	\$4,143	\$6,220
Station	Fire Protection Services			
County Animal Shelter Charge	EDU	\$26,627	\$66,996	\$100,589
Other Intergovernmental         \$0         \$0         \$0           Charges for Services         Ski Complex Fees         \$29,361         \$65,534         \$102,348           Park User Fees and Concessions         \$14,890         \$33,234         \$51,904           Recreation Program Fees         \$4,402         \$9,825         \$15,344           Ice Rink Fees         \$33,068         \$73,807         \$115,268           Tennis Center Fees         \$38,407         \$85,723         \$133,878           Transit Fees         \$0         \$0         \$0           Planning Fees         \$6,148         \$15,468         \$32,224           Emergency Medical Services         \$9,135         \$22,985         \$34,510           Other Charges for Services         \$7,553         \$19,005         \$28,534           Fines and Forfeits         \$11,517         \$28,978         \$43,508           Other         Investment Income         \$0         \$0         \$0           Affordable Housing Loan Repayment         \$0         \$0         \$0           Contributions         \$0         \$0         \$0           Voluntary Assessment         \$0         \$0         \$0           Proceeds from Issuance of Debt         \$0         \$0 <td>Station</td> <td>\$329,999</td> <td>\$329,999</td> <td>\$329,999</td>	Station	\$329,999	\$329,999	\$329,999
Charges for Services	County Animal Shelter Charge	\$2,331	\$5,202	\$8,124
Ski Complex Fees   \$29,361   \$65,534   \$10,2348   Park User Fees and Concessions   \$14,800   \$33,234   \$51,904   Recreation Program Fees   \$4,402   \$9,825   \$15,344   Ice Rink Fees   \$33,068   \$73,807   \$115,268   Tennis Center Fees   \$33,068   \$73,807   \$115,268   Tennis Center Fees   \$33,068   \$73,807   \$115,268   Transit Fees   \$50   \$50   \$50   \$50   \$50   \$23,224   Ice Rink Fees   \$56,148   \$15,468   \$23,224   Ice Rink Fees   \$56,148   \$15,468   \$23,224   Ice Rink Fees   \$56,148   \$15,468   \$23,224   Ice Rink Fees   \$57,553   \$19,005   \$28,534   Ice Rink Fees   \$7,553   \$19,005   \$28,534   Ice Rink Fees   \$61,48   \$11,517   \$28,978   \$43,508   Ice Rink Fees   \$61,48   Ice Rink Fees   \$34,508   Ice Rink Fees   \$43,508   Ice Rink Fees   \$43,508   Ice Rink Fees   \$60   \$50   \$50   \$50   Ice Rink Fees   \$60   \$50   \$50   \$50   Ice Rink Fees   \$60   \$50   \$50   Ice Rink Fees   \$60   \$50   \$50   Ice Rink Fees   \$60   \$50   \$50   Ice Rink Fees   \$650,292   \$28,286   \$431,337   Ice Rink Fees   \$650,292   \$2,038,382   \$2,805,218   Ice Rink Fees   \$1,628,911   \$2,886,778   \$3,545,250   Ic	Other Intergovernmental	\$0	\$0	\$0
Ski Complex Fees   \$29,361   \$65,534   \$10,2348   Park User Fees and Concessions   \$14,800   \$33,234   \$51,904   Recreation Program Fees   \$4,402   \$9,825   \$15,344   Ice Rink Fees   \$33,068   \$73,807   \$115,268   Tennis Center Fees   \$33,068   \$73,807   \$115,268   Tennis Center Fees   \$33,068   \$73,807   \$115,268   Transit Fees   \$50   \$50   \$50   \$50   \$50   \$23,224   Ice Rink Fees   \$56,148   \$15,468   \$23,224   Ice Rink Fees   \$56,148   \$15,468   \$23,224   Ice Rink Fees   \$56,148   \$15,468   \$23,224   Ice Rink Fees   \$57,553   \$19,005   \$28,534   Ice Rink Fees   \$7,553   \$19,005   \$28,534   Ice Rink Fees   \$61,48   \$11,517   \$28,978   \$43,508   Ice Rink Fees   \$61,48   Ice Rink Fees   \$34,508   Ice Rink Fees   \$43,508   Ice Rink Fees   \$43,508   Ice Rink Fees   \$60   \$50   \$50   \$50   Ice Rink Fees   \$60   \$50   \$50   \$50   Ice Rink Fees   \$60   \$50   \$50   Ice Rink Fees   \$60   \$50   \$50   Ice Rink Fees   \$60   \$50   \$50   Ice Rink Fees   \$650,292   \$28,286   \$431,337   Ice Rink Fees   \$650,292   \$2,038,382   \$2,805,218   Ice Rink Fees   \$1,628,911   \$2,886,778   \$3,545,250   Ic	Charges for Services			
Park User Fees and Concessions		\$29.361	\$65.534	\$102.348
Recreation Program Fees	·			
Lee Rink Fees				
Tennis Center Fees \$38,407 \$85,723 \$133,878 Transit Fees \$0 \$0 \$0 Planning Fees \$6,148 \$15,468 \$23,224 Emergency Medical Services \$9,135 \$22,985 \$34,510 Other Charges for Services \$7,553 \$19,005 \$28,534  Fines and Forfeits \$11,517 \$28,978 \$43,508  Other Investment Income \$50 \$0 \$0 \$0 Affordable Housing Loan Repayment \$0 \$0 \$0 \$0 Affordable Housing Loan Repayment \$0 \$0 \$0 \$0 Affordable Housing Loan Repayment \$0 \$0 \$0 \$0 Froceeds from Issuance of Debt \$0 \$0 \$0 Miscellaneous \$50 \$0 \$0 Miscellaneous \$50 \$0 \$0  Total Revenues EDU - Fire Protection Services \$741,691 \$1,965,607 \$2,796,271 Station - Fire Protection Services \$1,045,063 \$2,228,610 \$3,025,681    Expenses				
Transit Fees         \$0         \$0         \$0           Planning Fees         \$6,148         \$15,468         \$23,224           Emergency Medical Services         \$9,135         \$22,985         \$34,210           Other Charges for Services         \$7,553         \$19,005         \$28,534           Fines and Forfeits         \$11,517         \$28,978         \$43,508           Other           Investment Income         \$0         \$0         \$0           Affordable Housing Loan Repayment         \$0         \$0         \$0           Contributions         \$0         \$0         \$0           Voluntary Assessment         \$0         \$0         \$0           Proceeds from Issuance of Debt         \$0         \$0         \$0           Miscellaneous         \$0         \$0         \$0           Total Revenues         \$10         \$1,965,607         \$2,796,271           Station - Fire Protection Services         \$741,691         \$1,965,607         \$2,796,271           Station - Fire Protection Services         \$114,179         \$287,286         \$431,337           Transportation Services         \$0         \$515,096         \$515,096           Public Works         \$12,432         \$20,239				
Planning Fees				
Emergency Medical Services				
Other Charges for Services         \$7,553         \$19,005         \$28,534           Fines and Forfeits         \$11,517         \$28,978         \$43,508           Other         Investment Income         \$0         \$0         \$0           Affordable Housing Loan Repayment         \$0         \$0         \$0           Contributions         \$0         \$0         \$0           Voluntary Assessment         \$0         \$0         \$0           Proceeds from Issuance of Debt         \$0         \$0         \$0           Miscellaneous         \$0         \$0         \$0           Total Revenues         EDU - Fire Protection Services         \$741,691         \$1,965,607         \$2,796,271           Station - Fire Protection Services         \$1,045,063         \$2,228,610         \$3,025,681           Expenses         \$0         \$515,096         \$515,096           Public Works         \$112,432         \$262,390         \$431,337           Tansportation Services         \$0         \$515,096         \$515,096           Public Works         \$112,432         \$262,390         \$431,218           Public Safety Services         \$0         \$515,096         \$515,096           Police         \$123,179	•			
Fines and Forfeits         \$11,517         \$28,978         \$43,508           Other         Investment Income         \$0         \$0         \$0           Affordable Housing Loan Repayment         \$0         \$0         \$0           Contributions         \$0         \$0         \$0           Voluntary Assessment         \$0         \$0         \$0           Proceeds from Issuance of Debt         \$0         \$0         \$0           Miscellaneous         \$0         \$0         \$0           Total Revenues         EDU - Fire Protection Services         \$741,691         \$1,965,607         \$2,796,271           Station - Fire Protection Services         \$1,045,063         \$2,228,610         \$3,025,681           Expenses         \$0         \$515,096         \$10,096         \$10,096         \$10,096         \$10,096         \$10,096         \$10,096         \$10,096         \$10,096				
Other         Investment Income         \$0         \$0         \$0           Affordable Housing Loan Repayment         \$0         \$0         \$0           Contributions         \$0         \$0         \$0           Voluntary Assessment         \$0         \$0         \$0           Proceeds from Issuance of Debt         \$0         \$0         \$0           Miscellaneous         \$0         \$0         \$0           Total Revenues           EDU - Fire Protection Services         \$741,691         \$1,965,607         \$2,796,271           Station - Fire Protection Services         \$1,045,063         \$2,228,610         \$3,025,681           Expenses         \$0         \$515,096	Other Charges for Services	\$7,553	\$19,005	\$28,534
Investment Income	Fines and Forfeits	\$11,517	\$28,978	\$43,508
Affordable Housing Loan Repayment Contributions So So So So So Voluntary Assessment Proceeds from Issuance of Debt Miscellaneous  Total Revenues EDU - Fire Protection Services Station - Fire Protection Services S1,045,063 S2,228,610 S3,025,681  Expenses  General Government S114,179 S287,286 S431,337 Transportation Services S112,432 S262,390 S431,218 Public Safety Services Police EDU S85,893 S216,115 S324,480 Station S1,064,512 S1,064,5		**	**	40
Contributions				
Voluntary Assessment         \$0         \$0         \$0           Proceeds from Issuance of Debt         \$0         \$0         \$0           Miscellaneous         \$0         \$0         \$0           Total Revenues         \$0         \$1,965,607         \$2,796,271           Station - Fire Protection Services         \$1,045,063         \$2,228,610         \$3,025,681           Expenses         \$0         \$515,096         \$431,337           Transportation Services         \$0         \$515,096         \$515,096           Public Works         \$112,432         \$262,390         \$431,218           Public Safety Services         \$0         \$515,096         \$515,096           Public Safety Services         \$123,179         \$309,930         \$465,336           Fire         \$85,893         \$216,115         \$324,480           Station         \$1,064,512 </td <td></td> <td></td> <td></td> <td></td>				
Proceeds from Issuance of Debt   \$0				
Total Revenues				\$0
Total Revenues   \$741,691   \$1,965,607   \$2,796,271   \$1,045,063   \$2,228,610   \$3,025,681		\$0	\$0	\$0
Expenses	Miscellaneous	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Expenses	Total Revenues			
Expenses	EDU - Fire Protection Services	\$741,691	\$1,965,607	\$2,796,271
General Government         \$114,179         \$287,286         \$431,337           Transportation Services         \$0         \$515,096         \$515,096           Public Works         \$112,432         \$262,390         \$431,218           Public Safety Services         \$123,179         \$309,930         \$465,336           Fire         \$85,893         \$216,115         \$324,480           Station         \$1,064,512         \$1,064,512         \$1,064,512           Legal and Municipal Court         \$11,739         \$29,536         \$44,346           Parks and Recreation         \$181,901         \$365,269         \$514,190           Community Development         \$20,969         \$52,760         \$79,215           Debt Service         \$0         \$0         \$0           Total General Fund Expenses           EDU - Fire         \$650,292         \$2,038,382         \$2,805,218           Station - Fire         \$1,628,911         \$2,886,778         \$3,545,250           Net Fiscal Impact           Net Fiscal Impact (Pro Rata Share of Fire Costs)         \$91,399         (\$72,775)         (\$8,947)	Station - Fire Protection Services	\$1,045,063	\$2,228,610	\$3,025,681
General Government         \$114,179         \$287,286         \$431,337           Transportation Services         \$0         \$515,096         \$515,096           Public Works         \$112,432         \$262,390         \$431,218           Public Safety Services         \$123,179         \$309,930         \$465,336           Fire         \$85,893         \$216,115         \$324,480           Station         \$1,064,512         \$1,064,512         \$1,064,512           Legal and Municipal Court         \$11,739         \$29,536         \$44,346           Parks and Recreation         \$181,901         \$365,269         \$514,190           Community Development         \$20,969         \$52,760         \$79,215           Debt Service         \$0         \$0         \$0           Total General Fund Expenses           EDU - Fire         \$650,292         \$2,038,382         \$2,805,218           Station - Fire         \$1,628,911         \$2,886,778         \$3,545,250           Net Fiscal Impact           Net Fiscal Impact (Pro Rata Share of Fire Costs)         \$91,399         (\$72,775)         (\$8,947)	[-			
Transportation Services         \$0         \$515,096         \$515,096           Public Works         \$112,432         \$262,390         \$431,218           Public Safety Services         \$123,179         \$309,930         \$465,336           Fire         \$123,179         \$309,930         \$465,336           Fire         \$50         \$85,893         \$216,115         \$324,480           S Station         \$1,064,512 <t< td=""><td></td><td>\$114 179</td><td>\$287 286</td><td>\$431 337</td></t<>		\$114 179	\$287 286	\$431 337
Public Works         \$112,432         \$262,390         \$431,218           Public Safety Services         \$123,179         \$309,930         \$465,336           Fire         \$123,179         \$309,930         \$465,336           Fire         \$85,893         \$216,115         \$324,480           Station         \$1,064,512 <td></td> <td></td> <td></td> <td></td>				
Public Safety Services           Police         \$123,179         \$309,930         \$465,336           Fire         \$85,893         \$216,115         \$324,480           Station         \$1,064,512         \$1,190         \$1,1				
Police         \$123,179         \$309,930         \$465,336           Fire         885,893         \$216,115         \$324,480           Station         \$1,064,512         \$1,190         \$1,064,512         \$1,190         \$1,064,512         \$1,064,512         \$1,190         \$1,190         \$1,064,512         \$1,064,512         \$1,064,512         \$1,064,512         \$1,090         \$1,090         \$1,090         \$1,090         \$1,090         \$1,090         \$1,090 <td< td=""><td></td><td>\$112,752</td><td>\$202,330</td><td>\$<del>+</del>51,210</td></td<>		\$112,752	\$202,330	\$ <del>+</del> 51,210
Fire           EDU         \$85,893         \$216,115         \$324,480           Station         \$1,064,512         \$1,064,512         \$1,064,512           Legal and Municipal Court         \$11,739         \$29,536         \$44,346           Parks and Recreation         \$181,901         \$365,269         \$514,190           Community Development         \$20,969         \$52,760         \$79,215           Debt Service         \$0         \$0         \$0           Total General Fund Expenses           EDU - Fire         \$650,292         \$2,038,382         \$2,805,218           Station - Fire         \$1,628,911         \$2,886,778         \$3,545,250           Net Fiscal Impact           Net Fiscal Impact (Pro Rata Share of Fire Costs)         \$91,399         (\$72,775)         (\$8,947)		¢122 170	4200 020	¢46E 226
EDU         \$85,893         \$216,115         \$324,480           Station         \$1,064,512         \$1,064,512         \$1,064,512           Legal and Municipal Court         \$11,739         \$29,536         \$44,346           Parks and Recreation         \$181,901         \$365,269         \$514,190           Community Development         \$20,969         \$52,760         \$79,215           Debt Service         \$0         \$0         \$0           Total General Fund Expenses           EDU - Fire         \$650,292         \$2,038,382         \$2,805,218           Station - Fire         \$1,628,911         \$2,886,778         \$3,545,250           Net Fiscal Impact           Net Fiscal Impact (Pro Rata Share of Fire Costs)         \$91,399         (\$72,775)         (\$8,947)		\$123,179	\$309,930	\$405,550
Station         \$1,064,512         \$1,106         \$1,064,512         \$1,106         \$1,106         \$1,106         \$1,106         \$1,106         \$1,106         \$1,106         \$1,106         \$1,106         \$1,106         \$1,109         \$1,106         \$1,109         \$1,106         \$1,106         \$1,106         \$1,106         \$1,106         \$1,109         \$1,106         \$1,109         \$1,106         \$1,109 <td></td> <td>\$85.893</td> <td>\$216.115</td> <td>\$324.480</td>		\$85.893	\$216.115	\$324.480
Legal and Municipal Court         \$11,739         \$29,536         \$44,346           Parks and Recreation         \$181,901         \$365,269         \$514,190           Community Development         \$20,969         \$52,760         \$79,215           Debt Service         \$0         \$0         \$0           Total General Fund Expenses           EDU - Fire         \$650,292         \$2,038,382         \$2,805,218           Station - Fire         \$1,628,911         \$2,886,778         \$3,545,250           Net Fiscal Impact           Net Fiscal Impact (Pro Rata Share of Fire Costs)         \$91,399         (\$72,775)         (\$8,947)				
Parks and Recreation         \$181,901         \$365,269         \$514,190           Community Development         \$20,969         \$52,760         \$79,215           Debt Service         \$0         \$0         \$0           Total General Fund Expenses           EDU - Fire         \$650,292         \$2,038,382         \$2,805,218           Station - Fire         \$1,628,911         \$2,886,778         \$3,545,250           Net Fiscal Impact           Net Fiscal Impact (Pro Rata Share of Fire Costs)         \$91,399         (\$72,775)         (\$8,947)				
Community Development Debt Service         \$20,969 \$52,760 \$79,215         \$79,215           Debt Service         \$0         \$0           Total General Fund Expenses           EDU - Fire Station - Fire         \$650,292 \$2,038,382 \$2,805,218         \$2,886,778 \$3,545,250           Net Fiscal Impact Net Fiscal Impact (Pro Rata Share of Fire Costs)         \$91,399 \$3,542,755         \$8,947)				
Debt Service         \$0         \$0         \$0           Total General Fund Expenses           EDU - Fire         \$650,292         \$2,038,382         \$2,805,218           Station - Fire         \$1,628,911         \$2,886,778         \$3,545,250           Net Fiscal Impact           Net Fiscal Impact (Pro Rata Share of Fire Costs)         \$91,399         (\$72,775)         (\$8,947)				
EDU - Fire Station - Fire         \$650,292 \$2,038,382 \$2,805,218 \$3,545,250         \$2,886,778 \$3,545,250           Net Fiscal Impact Net Fiscal Impact (Pro Rata Share of Fire Costs)         \$91,399 \$\$(\$72,775)\$\$\$(\$8,947)				<u>\$0</u>
EDU - Fire Station - Fire         \$650,292 \$2,038,382 \$2,805,218 \$3,545,250         \$2,886,778 \$3,545,250           Net Fiscal Impact Net Fiscal Impact (Pro Rata Share of Fire Costs)         \$91,399 \$\$(\$72,775)\$\$\$(\$8,947)	Total Ganaral Fund Evnances			
Station - Fire         \$1,628,911         \$2,886,778         \$3,545,250           Net Fiscal Impact Net Fiscal Impact (Pro Rata Share of Fire Costs)         \$91,399         (\$72,775)         (\$8,947)		\$650.202	\$2 038 382	\$2.805.219
Net Fiscal Impact Net Fiscal Impact (Pro Rata Share of Fire Costs) \$91,399 (\$72,775) (\$8,947)				
Net Fiscal Impact (Pro Rata Share of Fire Costs) \$91,399 (\$72,775) (\$8,947)				•
		¢01 200	(\$72 77E\	(\$9 Q47\
Net ristal illipatt (10tal file Costs) (\$513,563)				
	ivet riscal IIIIpact (Total rife Costs)	(4005,040)	(\$050,100)	(4019,009)

Source: CAFR 2007 ,ERA, and Steamboat 700

Table 1 Capital Projects Fund - Planning Low Absorption Scenario

	2015	2020	2025	Total
Development Program Elements				
Retail (SF)				
Retail/Mixed Use (per SF)	25,000	115,000	30,000	170,000
Retail/Large Format (per SF)	25,000	0	0	0
Office (SF)	15,000	65,000	15,000	95,000
Industrial/Service (SF)	10,000	20,000	5,000	35,000
Lodging (SF)	0	40,000	0,000	40,000
Single Family (SF)	335,439	486,096	311,849	1,133,384
Multi Family (SF)	238,385	282,480	458,400	979,265
Construction Cost Estimate (per SF)				
Retail (per SF)				
Retail/Mixed Use (per SF)	\$100	\$100	\$100	\$100
Retail/Large Format (per SF)	\$75	\$75	\$75	\$75
Office (per SF)	\$120	\$120	\$120	\$120
Industrial/Service (per SF)	\$135	\$135	\$135	\$135
Lodging (per SF)	\$95	\$95	\$95	\$95
Single Family (per SF)	\$200	\$200	\$200	\$200
Multi Family (per SF)	\$175	\$175	\$175	\$175
Construction Cost Estimate				
Retail				
Retail/Mixed Use (per SF)	\$2,500,000	\$11,500,000	\$3,000,000	\$17,000,000
Retail/Large Format (per SF)	\$0	\$0	\$0	\$0
Office	\$1,800,000	\$7,800,000	\$1,800,000	\$11,400,000
Industrial/Service	\$1,350,000	\$2,700,000	\$675,000	\$4,725,000
Lodging	\$0	\$3,800,000	\$0	\$3,800,000
Single Family	\$67,087,800	\$97,219,200	\$62,369,800	\$226,676,800
Multi Family	\$41,717,375	\$49,434,000	\$80,220,000	<u>\$171,371,375</u>
Total	\$114,455,175	\$172,453,200	\$148,064,800	\$434,973,175
Excise Tax	\$1,373,462	\$2,069,438	\$1,776,778	\$5,219,678
Use Tax	\$2,289,104	\$3,449,064	\$2,961,296	\$8,699,464
Total	\$3,662,566	\$5,518,502	\$4,738,074	\$13,919,142

Source: ERA

# Fiscal Impact Model

Project Name Steamboat 700 Developer Steamboat 700

Base Year 2008 Fiscal Year 2007

Scenario Land Use Program

Source CAFR 2007 User Name Lance Harris Date 4/26/2009

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#### Fiscal Impact Model

- 1 Revenue Data
- 2 <u>Expenditure Data</u>
- 3 EDU Calculation Steamboat Springs
- 4 <u>EDU Calculation Project</u>
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- 12 <u>Police Case Study</u>
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Appendix Model Assumptions

## **Supplementary Data Tables**

- 1 <u>Capital Projects Fund</u>
- 2 <u>Capital Costs</u>
- 3 SSRFP Levy Estimate
- 4 <u>Student Generation Estimate</u>

Table 1 Revenue Data (\$2008)

Source of Revenue	Total
Taxes and Assessments Licenses and Permits Intergovernmental Charges for Services Fines and Forfeits Other Total	\$21,328,276 \$33,575 \$1,924,277 \$2,310,131 \$285,469 \$1,563,930 \$27,445,656

Source: CAFR 2007

Table 2 Expense Data (\$2008)

\$5,660,292 \$2,803,833 \$2,598,055 \$5,762,758 \$581,938 \$5,073,254
\$1,039,518 <u>\$1,058,622</u> \$24,578,270

Source: CAFR 2007

Table 3 EDU Calculation - Steamboat Springs

# Steamboat Springs EDU Calculation:

Population Occupied Dwelling Units Persons Per Dwelling Unit	11,608 <b>4,982</b> 2.33
Employees (less hotel employees) Employment Resident Equivalent Employment Resident Equivalents Employment Resident / Persons Per DU	10,707 35% 3,747 <b>1,608</b>
Second Homes Second Homes (Cold Beds) Occupancy Persons Per Unit Occupied Second Homes Second Home Residents per Unit Second Home Residents / Persons per DU	1,379 16% 2.6 221 574 <b>246</b>
Rental Rooms Rental Room Supply Occupancy Visitors per Room Occupied Hotel Rooms Visitors per Occupied Hotel Room Visitors / Persons per DU	3,495 50% 3.4 1,732 5,911 <b>2,537</b>
Equivalent Dwelling Units (EDU)	9,373

Source: City of Steamboat Springs, infoUSA, EPS, and ERA

Table 4 EDU Calculation - Project

## EDU Calculation for Steamboat 700

Occupied Dwelling Units	1,880
Employees (less hotel employees) Employment Resident Equivalent Employment Resident Equivalents Employment EDU	733 0.35 257 110
Second Homes Second Homes (Cold Beds) Occupancy Persons Per Unit Occupied Second Homes Second Home Residents per Unit Second Home EDU	164 16% 2.6 26 68 <b>29</b>
Rental Rooms Rental Room Supply Occupancy Visitors per Room Occupied Hotel Rooms Visitors per Occupied Hotel Room Rental Room EDU	80 50% 3.4 40 135 <b>58</b>
Equivalent Dwelling Units (EDU)	2,078

Source: City of Steamboat Springs, Steamboat 700, infoUSA, EPS, and ERA

Table 5 Project Absorption

	2015	2020	2025
Development Program (Cumulative)			
Retail (SF)	25,000	140,000	170,000
Office (SF)	15,000	80,000	95,000
Industrial/Service (SF) Lodging (Rooms)	10,000 0	30,000 80	35,000 80
Loaging (Nooms)	U	60	60
Residential Housing (Dwelling Units)			
Single Family	338	709	771
Multi Family	585	1,055	1,273
Occupied Housing (Dwelling Units)	849	1,623	1,880
Single Family	311	652	709
Multi Family	538	971	1,171
6 111 113 (6.115.1)	7,		4.0.
Second Home Units (Cold Beds)	74	141	164
Population	1,952	3,745	4,329
Single Family	760	1,595	1,734
Multi Family	1,192	2,150	2,594
Employment	117	611	733
EDU	880	1,798	2,078
Other Development Elements (Cumulative)			
Streets (Lane Miles)	6.0	14.0	23.0
Alley (Miles)	2.0	4.0	5.0
Parking Lot (Square Feet)	0.0	0.0	0.0
Parks (Acres)	14.0	20.0	22.0
Trails (Miles)	6.0	12.0	13.0
Open Space (Acres) Local Serving Retail (SF)	63.0	115.0	125.0
Convenience Goods	2,500	52,500	55,500
Shopper Goods	12,500	67,500	82,500
Eating and Drinking	10,000	20,000	32,000
Building Material & Garden	. 0	. 0	0
Regional Serving Retail (SF)			
Convenience Goods	0	0	0
Shopper Goods	0	0	0
Eating and Drinking Building Material & Garden	0	0	0
ballaring Matchar & Garden	O	O	O

Source: Steamboat 700

Table 6 Revenue Projections

	\$2008	Forecast Method	Base Year Rate	2015	2020	2025
Taxes and Assessments						
Sales Tax		Sales Tax Case Study		\$885,581	\$2,167,304	\$3,032,154
Vehicle Use Tax	\$664,727	Per Capita	\$57.26	\$111,808	\$214,445	\$247,873
Franchise Fees	\$935,136	Per EDU	\$99.77	\$87,780	\$179,372	\$207,303
Special Assessments	\$39,084	Per EDU	\$4.17	\$3,669	\$7,497	\$8,664
Other Taxes and Assessments	\$93,994	Per EDU	\$10.03	\$8,823	\$18,029	\$20,837
Licenses and Permits	\$33,575	Per EDU	\$3.58	\$3,152	\$6,440	\$7,443
Intergovernmental						
County Road & Bridge	\$235,335	Per EDU	\$25.11	\$22,091	\$45,141	\$52,169
Mineral Lease	\$30,904	Zero Forecast	\$0.00	\$0	\$0	\$0
Mineral Severance	\$16,465	Zero Forecast	\$0.00	\$0	\$0	\$0
Highway Users Taxes	\$365,750	Zero Forecast	\$0.00	\$0	\$0	\$0
Government Grants	\$451,858	Zero Forecast	\$0.00	\$0	\$0	\$0
Additional Motor Vehicle Taxes	\$50,545	Per Capita	\$4.35	\$3,831	\$7,829	\$9,048
Fire Protection Services	\$592,205	Percent of Fire Costs				
EDU				\$61,953	<i>\$126,597</i>	\$146,309
Station				\$329,999	\$329,999	\$329,999
County Animal Shelter Charge	\$33,135	Per Capita	\$2.85	\$5,573	\$10,690	\$12,356
Other Intergovernmental	\$148,081	Zero Forecast	\$0.00	\$0	\$0	\$0
Charges for Services						
Ski Complex Fees	\$417,445	Per Capita	\$35.96	\$70,215	\$134,670	\$155,663
Park User Fees and Concessions	\$211,697	Per Capita	\$18.24	\$35,608	\$68,295	\$78,941
Recreation Program Fees	\$62,584	Per Capita	\$5.39	\$10,527	\$20,190	\$23,337
Ice Rink Fees	\$470,139	Per Capita	\$40.50	\$79,078	\$151,669	\$175,312
Tennis Center Fees	\$546,046	Per Capita	\$47.04	\$91,846	\$176,158	\$203,617
Transit Fees	\$36,183	Zero Forecast or EDU	\$3.86	\$0	\$0	\$0
Planning Fees	\$152,380	Per EDU	\$16.26	\$14,304	\$29,229	\$33,780
Emergency Medical Services	\$226,433	Per EDU	\$24.16	\$21,255	\$43,433	\$50,196
Other Charges for Services	\$187,224	Per EDU	\$19.97	\$17,574.59	\$35,912.29	\$41,504.22
Fines and Forfeits	\$285,469	Per EDU	\$30.46	\$26,797	\$54,757	\$63,283
Other						
Investment Income	\$750,629	Zero Forecast		\$0	\$0	\$0
Affordable Housing Loan Repayment	\$85,416	Zero Forecast		\$0	\$0	\$0
Contributions	\$237,479	Zero Forecast		\$0	\$0	\$0
Voluntary Assessment	\$239,695	Zero Forecast		\$0	\$0	\$0
Proceeds from Issuance of Debt	\$0	Zero Forecast		\$0	\$0	\$0
Miscellaneous	\$250,710	Zero Forecast		\$0	\$0	\$0
<b>Total Revenues</b> EDU - Fire Protection Services Station - Fire Protection Services	\$27,445,656			\$1,561,465 \$1,829,510	\$3,497,656 \$3,701,057	\$4,569,789 \$4,753,478

Source: CAFR 2007 and ERA

Table 7 Expenditures Projection

	\$2008	Percent Variable	Forecast Method	Base Year Rate	2015	2020	2025
General Government	\$5,660,292	50%	% Variable & EDU	\$301.94	\$265,663	\$542,862	\$627,391
Transportation Services	\$2,803,833		Transit Case Study		\$515,096	\$707,985	\$707,985
Public Works	\$2,598,055		Public Works Case Study		\$112,432	\$262,390	\$431,218
Public Safety Services	\$5,762,758		Police and Fire Case Study				
Police			Police Case Study		\$286,604	\$585,652	\$676,844
Fire			Fire Case Study				
			EDU		\$199,850	\$408,377	\$471,965
			Station		\$1,064,512	\$1,064,512	\$1,064,512
Legal and Municipal Court	\$581,938	50%	% Variable & EDU	\$31.04	\$27,313	\$55,812	\$64,502
Parks and Recreation	\$5,073,254		Parks and Recreation Case Study		\$334,984	\$624,329	\$713,965
Community Development	\$1,039,518	50%	% Variable & EDU	\$55.45	\$48,789	\$99,697	\$115,221
Debt Service	\$1,058,622		Not Evaluated		\$0	<u>\$0</u>	<u>\$0</u>
Total	\$24,578,270						
EDU - Fire					\$1,790,730	\$3,287,103	\$3,809,093
Station - Fire					\$2,655,392	\$3,943,238	\$4,401,639

Source: CAFR 2007 and ERA

Table 8 Summary of Results

	2015	2020	2025
Revenues			
Taxes and Assessments			
Sales Tax	\$885,581	\$2,167,304	\$3,032,154
Vehicle Use Tax	\$111,808	\$214,445	\$247,873
Franchise Fees	\$87,780	\$179,372	\$207,303
Special Assessments	\$3,669	\$7,497	\$8,664
Other Taxes and Assessments	\$8,823	\$18,029	\$20,837
Licenses and Permits	\$3,152	\$6,440	\$7,443
Intergovernmental			
County Road & Bridge	\$22,091	\$45,141	\$52,169
Mineral Lease	\$0	\$0	\$0
Mineral Severance	\$0	\$0	\$0
Highway Users Taxes	\$0	\$0	\$0
	·		
Government Grants	\$0	\$0	\$0
Additional Motor Vehicle Taxes	\$3,831	\$7,829	\$9,048
Fire Protection Services			
EDU	\$61,953	\$126,597	\$146,309
Station	\$329,999	\$329,999	\$329,999
County Animal Shelter Charge	\$5,573	\$10,690	\$12,356
Other Intergovernmental	\$0	\$0	\$0
Charges for Services			
Ski Complex Fees	\$70,215	\$134,670	\$155,663
Park User Fees and Concessions	\$35,608	\$68,295	\$78,941
Recreation Program Fees	\$10,527	\$20,190	\$23,337
3			
Ice Rink Fees	\$79,078	\$151,669	\$175,312
Tennis Center Fees	\$91,846	\$176,158	\$203,617
Transit Fees	\$0	\$0	\$0
Planning Fees	\$14,304	\$29,229	\$33,780
Emergency Medical Services	\$21,255	\$43,433	\$50,196
Other Charges for Services	\$17,575	\$35,912	\$41,504
Fines and Forfeits	\$26,797	\$54,757	\$63,283
Other			
Investment Income	\$0	\$0	\$0
Affordable Housing Loan Repayment	\$0	\$0	\$0
Contributions	\$0	\$0	\$0
Voluntary Assessment	\$0	\$0	\$0
Proceeds from Issuance of Debt	\$0	\$0	\$0
Miscellaneous	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Total Revenues			
EDU - Fire Protection Services	\$1,561,465	\$3,497,656	\$4,569,789
Station - Fire Protection Services			
Station - Fire Protection Services	\$1,829,510	\$3,701,057	\$4,753,478
Expenses	<del></del>		
General Government	\$265,663	\$542,862	\$627,391
Transportation Services	\$515,096	\$707,985	\$707,985
Public Works	\$112,432	\$262,390	\$431,218
Public Safety Services			
Police	\$286,604	\$585,652	\$676,844
Fire	+=00/001	1002	, 5/5 /-
EDU	\$199,850	\$408,377	\$471,965
Station	\$1,064,512	\$1,064,512	\$1,064,512
Legal and Municipal Court	\$27,313	\$55,812	\$64,502
Parks and Recreation	\$334,984	\$624,329	\$713,965
Community Development Debt Service	\$48,789 <u>\$0</u>	\$99,697 <u>\$0</u>	\$115,221 <u>\$0</u>
	<u>40</u>	<u>+0</u>	<u> 40</u>
<b>Fotal General Fund Expenses</b> EDU - Fire	\$1,790,730	\$3,287,103	\$3,809,093
Station - Fire	\$2,655,392	\$3,943,238	\$4,401,639
Net Fiscal Impact			
Net Fiscal Impact (Pro Rata Share of Fire Costs)	(\$229,265)	\$210,552	\$760,696
Net Fiscal Impact (Total Fire Costs)	(\$825,882)	(\$242,181)	\$351,839
iscar impact (rotal rife Costs)	(4023,002)	(42-72,101)	+55,055

Source: CAFR 2007 ,ERA, and Steamboat 700

Table 9 Transit Case Study

Expenditure Assumptions	Cost	Factor	Percent Variable	Cost Per Factor	Fuel Factor Adjustment	
Transportation Services						
Transportation Administration	\$423,389	Hours of Operations	50%	\$5.74	\$5.74	
Regional Bus Service	\$17,483	EDU	100%	\$0.00	\$0.00	
Local Bus Service	\$1,966,341	Hours of Operations	100%	\$53.29	\$53.29	
Vehicle Maintenance	\$263,308	Hours of Operations	100%	\$7.14	\$7.14	
Parking Management	\$59,966	Hours of Operations	100%	\$1.63	\$1.63	
Stockbride Center	<u>\$4,960</u>	Hours of Operations	100%	\$0.13	\$0.13	
Total	\$2,735,447			\$67.92	\$67.92	
Project Analysis	Buses	Hours	Total	2015	2020	2025
Service						
Summer Regular	2	4,460	8,920	8,920	8,920	8,920
Summer Peak	0	0	0	0	0	0
Winter Regular	2	3,124	6,248	6,248	6,248	6,248
Winter Peak	2	1,420	2,840	<u>0</u>	2,840	2,840
New Service Total			18,008	15,168	18,008	18,008
Existing Service			(7,584)	(7,584)	(7,584)	(7,584)
Total (New + Existing)			10,424	7,584	10,424	10,424
Transportation Services Cost Estimate						
Transportation Administration				\$43,508	\$59,801	\$59,801
Regional Bus Service				\$0	\$0	\$0
Local Bus Service				\$404,128	\$555,463	\$555,463
Vehicle Maintenance				\$54,116	\$74,381	\$74,381
Parking Management				\$12,324	\$16,940	\$16,940
Stockbride Center				<u>\$1,019</u>	<u>\$1,401</u>	<u>\$1,401</u>
Total Transit Costs				\$515,096	\$707,985	\$707,985

Note: A study will be conducted to determine if winter peak service is needed after 1,400 units are absorbed. The cost has been added to the model as a working

Source: ERA and Transportation Services

Table 10 Public Works Case Study

			Factor
		Variable	
¢156.270	Character O. Aller	F00/	¢=04.10
	•		\$504.10 \$775.61
\$240,440	Streets & Alley	50%	\$775.01
	•		\$986.23
	•		\$4,182.46
	•		\$2,539.55
	•		\$1,044.38
	•		\$797.68
	Streets & Alley	100%	\$3,665.70
\$2,596,055			\$14,495.71
2015	2020	2025	
6.00	14.00	23.00	
0.00	0.00	0.00	
0.61	1 52	2 77	
1.75	4.35	7.91	
0.00	0.00	0.00	
\$3,024.59	\$7,057.38	\$11,594.26	
\$4,653.69	\$10,858.60	\$17,839.13	
\$5,917	\$13,807	\$22,683	
\$12,807		\$57,849	
\$4,786	\$11,168	\$18,347	
\$112,432	\$262,390	\$431,218	
\$115,375	\$220,500	\$255,500	
	\$240,440  \$305,730 \$648,281 \$393,631 \$161,878 \$123,641 \$568,184 \$2,598,055  2015  6.00 0.00  0.61 3.64 1.75 0.00  \$3,024.59 \$4,653.69  \$5,917  \$12,807 \$30,423 \$7,322 \$15,237 \$6,266 \$4,786 \$21,994 \$112,432	2015 2020  6.00 14.00 0.00 0.00  0.61 1.52 3.64 8.13 1.75 4.35  0.00 0.00  \$3,024.59 \$7,057.38 \$4,653.69 \$10,858.60  \$5,917 \$13,807  \$12,807 \$31,811 \$30,423 \$68,001 \$7,322 \$18,191 \$15,237 \$35,554 \$6,266 \$14,621 \$4,786 \$11,168 \$21,994 \$51,320 \$112,432 \$262,390	\$240,440 Streets & Alley 50%  \$305,730 Streets & Alley 100% \$4648,281 Streets & Alley 100% \$393,631 Streets & Alley 100% \$161,878 Streets & Alley 100% \$123,641 Streets & Alley 100% \$568,184 Streets & Alley 100% \$2,598,055  2015 2020 2025  6.00 14.00 23.00 0.00 0.00 0.00  0.61 1.52 2.77 3.64 8.13 12.32 1.75 4.35 7.91  0.00 0.00 0.00 0.00  \$3,024.59 \$7,057.38 \$11,594.26 \$4,653.69 \$10,858.60 \$17,839.13  \$5,917 \$13,807 \$22,683  \$12,807 \$31,811 \$57,849 \$30,423 \$68,001 \$103,074 \$7,322 \$18,191 \$33,089 \$15,237 \$35,554 \$58,410 \$6,266 \$14,621 \$24,021 \$4,786 \$11,168 \$18,347 \$21,994 \$51,320 \$84,311 \$112,432 \$262,390 \$431,218

Source: ERA and Public Works

Table 11 Fire Case Study

Expenditure Assumptions	Cost	Factor	Percent Variable	Cost Per Factor
Fire Services				
Fire Services Administration	\$275,762	Per EDU	50%	\$14.71
Fire Prevention	\$419,873	Per EDU	100%	\$44.79
Fire Safety & Education	\$54,278	Per EDU	100%	\$5.79
Fire Suppression and EMS	\$1,516,992	Per EDU	100%	\$161.84
Total	\$2,266,904			\$227.14
Fire Services				
Fire Services Administration	\$275,762	by Station	50%	\$68,940.48
Fire Prevention	\$419,873	by Station	100%	\$209,936.40
Fire Safety & Education	\$54,278	by Station	100%	\$27,138.93
Fire Suppression and EMS	<u>\$1,516,992</u>	by Station	100%	\$758,495.90
Total	\$2,266,904			\$1,064,511.70
Project Analysis	2015	2020	2025	
EDU	880	1,798	2,078	
Station	1	1	1	
Fire Services (EDU)				
Fire Services Administration	\$12,943	\$26,448	\$30,566	
Fire Prevention	\$39,413	\$80,538	\$93,078	
Fire Safety & Education	\$5,095	\$10,411	\$12,032	
Fire Suppression and EMS	<u>\$142,399</u>	<u>\$290,980</u>	<u>\$336,289</u>	
Total Fire Costs	\$199,850	\$408,377	\$471,965	
EDU Share of Total Station Cost	19%	38%	44%	
Fire Services (Station)				
Fire Services Administration	\$68,940	\$68,940		
Fire Prevention	\$209,936	\$209,936		
Fire Safety & Education	\$27,139	\$27,139		
Fire Suppression and EMS	\$758,496	\$758,496		
Total Fire Costs	\$1,064,512	\$1,064,512	\$1,064,512	
Variance (Station - EDU)				
Fire Services Administration	\$55,998	\$42,493		
Fire Prevention	\$170,523	\$129,399		
Fire Safety & Education	\$22,044	\$16,728		
Fire Suppression and EMS	\$616,097 \$064,663	\$467,515 \$656,435		
Total Fire Costs	\$864,662	\$656,135	\$592,546	

Source: ERA and Fire Department

Table 12 Police Case Study

Expenditure Assumptions Cost Fac	tor Percent C Variable	Cost Per Factor
Police Services		
Police Administration \$468,964 Per	EDU 50%	\$25.02
Records Management \$416,290 Per		\$22.21
	EDU 100%	\$184.45
	EDU 100%	\$44.96
	EDU 100%	\$21.28
Community Services Parking Enforcement \$260,763 Per	EDU 100%	\$27.82
Total \$3,495,854		\$325.73
Police Services		
Police Administration \$468,964 Offi	cers 50%	\$10,085.25
Records Management \$416,290 Offi	cers 50%	\$8,952.48
	cers 100%	\$74,363.68
Investigations \$421,410 Offi		\$18,125.17
Animal Control \$199,470 Offi		\$8,579.36
Community Services Parking Enforcement \$260,763 Offit	cers 100%	\$11,215.62 \$131.331.57
Total \$3,495,854		\$131,321.57
Project Analysis 2015 20	20 2025	
EDU 880	1,798 2,078	
Occupied Housing Population 1,952	3,745 4,329	
New Officers (Desired Level of Service) 4.9	9.4 10.8	
Police Services (EDU)		
	44,977 \$51,980	
·	39,925 \$46,142	
	31,638 \$383,278	
Investigations \$39,557 \$	30,832 \$93,419	
	38,261 \$44,219	
	<u>\$57,806</u>	
	35,652 \$676,844	
EDU Share of Total Office Planning Factor 45%	48% 48%	
Police Services (Desired Officers)		
	94,418 \$109,136	
	33,813 \$96,878	
•	96,191 \$804,713	
· · · · · · · · · · · · · · · · · · ·	59,687 \$196,138	
	30,320 \$92,840	
	05,000 \$121,368 29,429 <b>\$1,421,073</b>	
	.5,125 41,121,075	
Variance (Desired Officers - EDU) Police Administration \$27.217 \$	10 111	
	49,441 \$57,155 43,888 \$50,736	
· · ·	54,552 \$421,436	
,, , , , , , , , , , , ,	34,552 \$421,430 38,855 \$102,719	
	42,059 \$48,621	
	04,96Z 303.301	
	54,982 <u>\$63,561</u> <b>13,777 \$744,229</b>	

Source: ERA and Police Department

Table 13 Parks and Recreation Case Study

Expenditure Assumptions	Cost	Factor	Percent	Cost Per
			Variable	Factor
Dada and Damakin				
Parks and Recreation	¢220.722	Dar Canita	F00/	¢1462
Parks, Open Space and Rec. Administration	\$339,733 \$925,833	Per Capita	50%	\$14.63 \$79.76
Recreational Programs Parks	\$925,833 \$1,648,861	Per Capita Per Parks	100%	
Trails	\$1,046,801	Per Trails	100% 100%	
Howelsen Ski Complex	\$1,043,282	Per Capita	25%	\$22.47
Rodeo Facilities	\$1,043,282	Per Capita	25% 25%	\$22.47 \$2.95
Ice Arena	\$693,853	Per Capita	25% 25%	\$2.93 \$14.94
Open Space		Per Open Space	100%	\$68.32
Total	\$5,073,254	rei Open Space	100 /6	\$7,581.61
Total	\$5,075,254			\$7,501.01
Project Analysis	2015	2020	2025	
				•
Occupied Housing Population	1,952	3,745	4,329	
Parks (Acres)	14.0	20.0	22.0	
Trails (Miles)	6.0	12.0	13.0	
Open Space (Acres)	63.0	115.0	125.0	
Parks and Recreation				
Parks, Open Space and Rec. Administration	\$28,572	\$54,800	\$63,342	
Recreational Programs	\$155,726	\$298,679	\$345,238	
Parks	\$40,785	\$58,264	\$64,090	
Trails	\$26,792	\$53,584	\$58,050	
Howelsen Ski Complex	\$43,870	\$84,142	\$97,258	
Rodeo Facilities	\$5,758	\$11,043	\$12,764	
Ice Arena	\$29,177	\$55,960	\$64,683	
Open Space	\$4,304	\$7,857	\$8,540	
Parks and Recreation Total	\$334,984	\$624,329	\$713,965	
	<i>422.,36</i> 1	+ · , <i>5 - 5</i>	+, .2,203	

Source: ERA

Table 14 Sales Tax Case Study

Project Analysis	2015	2020	2025
Retail Sales Based on Development	]		
Local Retail Sales	]		
Total Potential Retail Spending from Project Taxable Sales from Outside Steamboat Local Retail Support (On-Site Sales Only If Excess Demand) Total Local Retail Tax Revenue	\$16,523,751	\$36,689,397	\$50,607,046
	\$1,104,375	\$6,733,125	\$8,058,375
	<b>\$7,362,500</b>	<b>\$43,422,522</b>	<b>\$58,665,421</b>
	<b>\$294,500</b>	<b>\$1,736,901</b>	<b>\$2,346,617</b>
Local Cannibalization Analysis (Illustrative) Regional Taxable (On-Site Retail Development) Sales Total Potential Retail Spending from Project Cannibalization	\$7,362,500	\$44,887,500	\$53,722,500
	\$17,628,126	\$43,422,522	\$58,665,421
	<b>\$10,265,626</b>	<b>(\$1,464,978)</b>	<b>\$4,942,921</b>
Excess Retail Demand from Project	\$10,265,626	\$0	\$4,942,921
Total Excess Retail Demand Tax Revenue	\$410,625	\$0	\$197,717
Regional Retail	]		
Taxable Sales from Outside Steamboat Demand from Natural Increase Demand Generated from Recapture of Leakage Regional Retail Support Total Regional Retail Tax Revenue	\$0	\$0	\$0
	\$15,822,508	\$28,177,638	\$41,487,621
	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
	<b>0</b>	<b>0</b>	<b>0</b>
	\$0	<b>\$0</b>	\$0
Regional Cannibalization Analysis (Illustrative) Regional Taxable (On-Site Retail Development) Sales Project and Regional Demand Cannibalization	\$0	\$0	\$0
	\$10,265,626	\$0	\$4,942,921
	<b>0</b>	<b>0</b>	<b>0</b>
Total Retail Tax Revenue	\$705,125	\$1,736,901	\$2,544,334
Utilities and Room Tax Revenue	]		
Project EDU  Total Utility Tax Revenue	\$80	1,798	2,078
	\$1 <b>80,456</b>	<b>\$368,748</b>	<b>\$426,166</b>
Rental Rooms	0	80	80
Annual RevPAR	<u>0</u>	<u>\$1,541,368</u>	<u>\$1,541,368</u>
Total Hotel Sales Tax Revenue	<b>\$0</b>	<b>\$61,655</b>	<b>\$61,655</b>
Total Sales Tax Revenues	\$885,581	\$2,167,304	\$3,032,154

Source: ERA

Steamboat Springs:		ource:
Retail (SF)	2.669.224	
Local Retail	2,409,224	Planning Department
Regional Retail	260,000	Planning Department
Office (SF)	391,437	Planning Department
Industrial (SF)	760,936	Planning Department
Lodging (Rooms)	3,495	EPS
Residential Housing (Dwelling Units) 2000	7,089	2000 Census
Estimated New Housing Units April 1, 2000 - 2007	1.933	Planning Department
Residential Housing (Dwelling Units)	9,022	Planning Department
Single Family	5,413	
Multi Family	3,609	
Second Homes (Cold Beds)	1,379	EPS
Occupied Housing (Dwelling Units)	4,982	
Single Family	2,989	
Multi Family	1,993	
Household Population	11,608	
Employees	14,446	infoUSA
Employees (Less Hotel Employees)	10,707	infoUSA
		infoUSA
Assumptions:	10,707	
Assumptions: Steamboat Springs Household Growth Rate		Planning Department
Employees (Less Hotel Employees)  Assumptions:  Steamboat Springs Household Growth Rate Occupied Housing Vacancy Rate Single Family	10,707	Planning Department Planning Department
Assumptions:  Steamboat Springs Household Growth Rate Occupied Housing Vacancy Rate Single Family	10,707 1.5% 45%	Planning Department
Assumptions:  Steamboat Springs Household Growth Rate Occupied Housing Vacancy Rate Single Family Multi Family	10,707 1.5% 45% 60%	Planning Department Planning Department Planning Department
Assumptions:  Steamboat Springs Household Growth Rate Occupied Housing Vacancy Rate Single Family Multi Family Second Home Occupancy Rate	10,707 1.5% 45% 60% 40%	Planning Department Planning Department Planning Department Planning Department
Assumptions: Steamboat Springs Household Growth Rate	10,707 1,5% 45% 60% 40% 16%	Planning Department Planning Department Planning Department Planning Department EPS
Assumptions:  Steamboat Springs Household Growth Rate Occupied Housing Vacancy Rate Single Family Multi Family Second Home Occupancy Rate Second Home Residents per Unit	10,707 1.5% 45% 60% 40% 16% 2.6	Planning Department Planning Department Planning Department Planning Department EPS EPS
Assumptions:  Steamboat Springs Household Growth Rate Occupied Housing Vacancy Rate Single Family Multi Family Second Home Occupancy Rate Second Home Residents per Unit Hotel Room Occupancy Rate	10,707 1,5% 45% 60% 40% 16% 2.6 50%	Planning Department Planning Department Planning Department Planning Department EPS EPS EPS
Assumptions:  Steamboat Springs Household Growth Rate Occupied Housing Vacancy Rate Single Family Multi Family Second Home Occupancy Rate Second Home Residents per Unit Hotel Room Occupancy Rate Visitors per Hotel Room Persons per Occupied Housing (DU)	10,707 1,5% 45% 60% 40% 16% 2,6 50% 3,4	Planning Department Planning Department Planning Department Planning Department EPS EPS EPS EPS
Assumptions:  Steamboat Springs Household Growth Rate Occupied Housing Vacancy Rate Single Family Multi Family Second Home Occupancy Rate Second Home Residents per Unit Hotel Room Occupancy Rate Visitors per Hotel Room	10,707 1.5% 45% 60% 40% 16% 2.6 50% 3.4 2.3	Planning Department Planning Department Planning Department Planning Department EPS EPS EPS EPS Planning Department
Assumptions:  Steamboat Springs Household Growth Rate Occupied Housing Vacancy Rate Single Family Multi Family Second Home Occupancy Rate Second Home Residents per Unit Hotel Room Occupancy Rate Visitors per Hotel Room Persons per Occupied Housing (DU) EDU Emp. To DU Calc.	10,707 1.5% 45% 60% 40% 16% 2.6 50% 3.4 2.3	Planning Department Planning Department Planning Department Planning Department EPS EPS EPS EPS Planning Department
Assumptions:  Steamboat Springs Household Growth Rate Occupied Housing Vacancy Rate Single Family Multi Family Second Home Occupancy Rate Second Home Residents per Unit Hotel Room Occupancy Rate Visitors per Hotel Room Persons per Occupied Housing (DU) EDU Emp. To DU Calc. Employment Generation	10,707 1.5% 45% 60% 16% 2.6 50% 3.4 2.3 35%	Planning Department Planning Department Planning Department Planning Department EPS EPS EPS EPS EPS Planning Department ERA
Assumptions:  Steamboat Springs Household Growth Rate Occupied Housing Vacancy Rate Single Family Multi Family Second Home Occupancy Rate Second Home Residents per Unit Hotel Room Occupancy Rate Visitors per Hotel Room Persons per Occupied Housing (DU) EDU Emp. To DU Calc. Employment Generation Retail SF per Emp.	10,707 1,5% 45% 60% 40% 1,6% 2,6 50% 3,4 2,3 35%	Planning Department Planning Department Planning Department Planning Department EPS EPS EPS EPS EPS Planning Department ERA ERA
Assumptions:  Steamboat Springs Household Growth Rate Occupied Housing Vacancy Rate Single Family Multi Family Second Home Occupancy Rate Second Home Residents per Unit Hotel Room Occupancy Rate Visitors per Hotel Room Persons per Occupied Housing (DU) EDU Emp. To DU Calc. Employment Generation Retail SF per Emp. Office SF per Emp.	10,707 1,5% 45% 60% 40% 0,2.6 50% 3,4 2,3 35% 450 300	Planning Department Planning Department Planning Department Planning Department EPS EPS EPS EPS Planning Department ERA ERA

	So	ource:
Total Retail (SF)	470.000	
* *	170,000	6. 1 . 700
Local Retail	170,000	Steamboat 700
Regional Retail	0	Steamboat 700
Office (SF)	95,000	Steamboat 700
Service/Industrial (SF)	35,000	Steamboat 700
odging (SF)	40,000	Steamboat 700
odging (Rooms)	80	Steamboat 700
F per Hotel Room	500	Steamboat 700
Residential Housing (Dwelling Units)	2,044	
Single Family	771	Steamboat 700
Multi Family	1,273	Steamboat 700
Occupied Housing (Dwelling Units)		Steambout 700
	1,880	
Single Family	709	
Multi Family	1,171	
lousehold Population	4,329	
Single Family	1,734	
Multi Family	2,594	
mployees	813	
Retail (SF)	378	
Office (SF)	317	
Service/Industrial (SF)	39	
Lodging (Rooms)	80	
itreet (Lane Miles)	23	Steamboat 700
Alley (Miles)	5	Steamboat 700
		Steambout 700
Distribution of Streets & Alley		
2015		6. 1
Very High	10.2%	Steamboat 700
High	60.6%	Steamboat 700
Normal	29.2%	Steamboat 700
2020		
Very High	10.9%	Steamboat 700
High	58.1%	Steamboat 700
Normal	31.1%	Steamboat 700
2025	31.176	Steambout 700
	12.0%	Steamboat 700
Very High		
High	53.6%	Steamboat 700
Normal	34.4%	Steamboat 700
Parking Lot (SF)	0	Steamboat 700
arks (Acres)	22	Steamboat 700
rails (Miles)	13	Steamboat 700
Open Space (Acres)	125	Steamboat 700
ocal Serving Retail (SF)	123	
	EE EOO	Steamboat 700
Convenience Goods	55,500	
Shopper Goods	82,500	Steamboat 700
Eating and Drinking	32,000	Steamboat 700
Building Material & Garden	0	Steamboat 700
Regional Serving Retail (SF)		
Convenience Goods	0	Steamboat 700
Shopper Goods	0	Steamboat 700
Eating and Drinking	0	Steamboat 700
Building Material & Garden	O	Steamboat 700
ssumed Value (\$2008)		
Retail (per SF)		
	<b>*</b> 200	s. 1 . 700
Retail/Mixed Use (per SF)	\$300	Steamboat 700
Retail/Large Format (per SF)	\$200	Steamboat 700
Office (per SF)	\$300	Steamboat 700
Service/Industrial (per SF)	\$300	Steamboat 700
Lodging (per SF)	\$300	Steamboat 700
	See Below	
Single Family Residential (per Unit)		
Single Family Residential (per Unit) Multi Family Residential (per unit)	See Below	
	See Below	
Multi Family Residential (per unit)	See Below	
Multi Family Residential (per unit) Assumed Construction Cost (\$2008)	See Below	
Multi Family Residential (per unit) Assumed Construction Cost (\$2008) Retail (per SF)		Steambert 700
Multi Family Residential (per unit) ssumed Construction Cost (\$2008) Retail (per SF) Retail/Mixed Use (per SF)	\$100	Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Large Format (per SF)	\$100 \$75	Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Large Format (per SF)  Office (per SF)	\$100 \$75 \$120	Steamboat 700 Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Large Format (per SF)  Office (per SF)  Service/Industrial (per SF)	\$100 \$75 \$120 \$135	Steamboat 700 Steamboat 700 Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Large Format (per SF)  Office (per SF)  Service/Industrial (per SF)  Lodging (per SF)	\$100 \$75 \$120 \$135 \$95	Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700
Multi Family Residential (per unit) ssumed Construction Cost (\$2008) Retail (per SF) Retail/Mixed Use (per SF) Retail/Large Format (per SF) Office (per SF) Service/Industrial (per SF) Lodging (per SF) Single Family Residential (per Unit)	\$100 \$75 \$120 \$135	Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700
Multi Family Residential (per unit) ssumed Construction Cost (\$2008) Retail (per SF) Retail/Mixed Use (per SF) Retail/Large Format (per SF) Office (per SF) Service/Industrial (per SF) Lodging (per SF)	\$100 \$75 \$120 \$135 \$95	Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Large Format (per SF)  Office (per SF)  Service/Industrial (per SF)  Lodging (per SF)  Single Family Residential (per Unit)	\$100 \$75 \$120 \$135 \$95 \$200	Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Marge Format (per SF)  Office (per SF)  Service/Industrial (per SF)  Lodging (per SF)  Single Family Residential (per Unit)  Multi Family Residential (per unit)	\$100 \$75 \$120 \$135 \$95 \$200	Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Mixed Use (per SF)  Office (per SF)  Service/Industrial (per SF)  Lodging (per SF)  Single Family Residential (per Unit)  Multi Family Residential (per unit)  Average Size of Units	\$100 \$75 \$120 \$135 \$95 \$200 \$175	Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Large Format (per SF)  Office (per SF)  Service/Industrial (per SF)  Lodging (per SF)  Single Family Residential (per Unit)  Multi Family Residential (per unit)  werage Size of Units  Single Family (2015)	\$100 \$75 \$120 \$135 \$95 \$200 \$175	Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Marge Format (per SF)  Office (per SF)  Service/Industrial (per SF)  Lodging (per SF)  Single Family Residential (per Unit)  Multi Family Residential (per unit)  Average Size of Units  Single Family (2015)  Multi-Family (2015)	\$100 \$75 \$120 \$135 \$95 \$200 \$175	Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Mixed Use (per SF)  Retail/Large Format (per SF)  Office (per SF)  Service/Industrial (per SF)  Lodging (per SF)  Single Family Residential (per Unit)  Multi Family Residential (per unit)  Average Size of Units  Single Family (2015)  Multi-Family (2015)  Multi-Family (2015)	\$100 \$75 \$120 \$135 \$95 \$200 \$175	Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Mixed Format (per SF)  Office (per SF)  Service/Industrial (per SF)  Lodging (per SF)  Single Family Residential (per Unit)  Multi Family Residential (per unit)  Average Size of Units  Single Family (2015)  Multi-Family (2015)  Single Family (2020)  Multi-Family (2020)	\$100 \$75 \$120 \$135 \$95 \$200 \$175	Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Mixed Use (per SF)  Office (per SF)  Service/Industrial (per SF)  Lodging (per SF)  Single Family Residential (per Unit)  Multi Family Residential (per unit)  Average Size of Units  Single Family (2015)  Multi-Family (2015)  Multi-Family (2020)  Multi-Family (2020)  Multi-Family (2020)  Single Family (2020)	\$100 \$75 \$120 \$135 \$95 \$200 \$175 2,379 973 2,337 1,070 2,861	Steamboat 700 Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Mixed Format (per SF)  Office (per SF)  Service/Industrial (per SF)  Lodging (per SF)  Single Family Residential (per Unit)  Multi Family Residential (per unit)  Average Size of Units  Single Family (2015)  Multi-Family (2015)  Single Family (2020)  Multi-Family (2020)	\$100 \$75 \$120 \$135 \$95 \$200 \$175	Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700 Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Mixed Use (per SF)  Office (per SF)  Service/Industrial (per SF)  Lodging (per SF)  Single Family Residential (per Unit)  Multi Family Residential (per unit)  Average Size of Units  Single Family (2015)  Multi-Family (2015)  Multi-Family (2020)  Multi-Family (2020)  Multi-Family (2020)  Single Family (2020)	\$100 \$75 \$120 \$135 \$95 \$200 \$175 2,379 973 2,337 1,070 2,861	Steamboat 700 Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Mixed Use (per SF)  Office (per SF)  Service/Industrial (per SF)  Lodging (per SF)  Single Family Residential (per Unit)  Multi Family Residential (per unit)  Average Size of Units  Single Family (2015)  Multi-Family (2015)  Multi-Family (2020)  Multi-Family (2020)  Multi-Family (2020)  Single Family (2020)	\$100 \$75 \$120 \$135 \$95 \$200 \$175 2,379 973 2,337 1,070 2,861	Steamboat 700 Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Mixed Use (per SF)  Office (per SF)  Service/Industrial (per SF)  Lodging (per SF)  Single Family Residential (per Unit)  Multi Family Residential (per unit)  Average Size of Units  Single Family (2015)  Multi-Family (2015)  Multi-Family (2020)  Multi-Family (2020)  Multi-Family (2020)  Single Family (2020)	\$100 \$75 \$120 \$135 \$95 \$200 \$175 2,379 973 2,337 1,070 2,861	Steamboat 700 Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Large Format (per SF)  Office (per SF)  Service/Industrial (per SF)  Lodging (per SF)  Single Family Residential (per Unit)  Multi Family Residential (per unit)  Auti-Family (2015)  Multi-Family (2015)  Multi-Family (2020)  Multi-Family (2020)  Multi-Family (2025)  Multi-Family (2025)	\$100 \$75 \$120 \$135 \$95 \$200 \$175 2,379 973 2,337 1,070 2,861	Steamboat 700 Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008) Retail (per SF) Retail/Mixed Use (per SF) Retail/Large Format (per SF) Office (per SF) Service/Industrial (per SF) Lodging (per SF) Single Family Residential (per Unit) Multi Family Residential (per unit) Average Size of Units Single Family (2015) Multi-Family (2015) Single Family (2020) Multi-Family (2020) Multi-Family (2025) Multi-Family (2025)	\$100 \$75 \$120 \$135 \$95 \$200 \$175 2,379 973 2,337 1,070 2,861	Steamboat 700 Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Large Format (per SF)  Office (per SF)  Service/Industrial (per SF)  Lodging (per SF)  Single Family Residential (per Unit)  Multi Family Residential (per unit)  Average Size of Units  Single Family (2015)  Multi-Family (2015)  Multi-Family (2020)  Multi-Family (2025)  Multi-Family (2025)	\$100 \$75 \$120 \$135 \$95 \$200 \$175 2,379 973 2,337 1,070 2,861 1,200	Steamboat 700 Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008) Retail (per SF) Retail/Mixed Use (per SF) Retail/Mixed Use (per SF) Getic (per SF) Service/Industrial (per SF) Lodging (per SF) Single Family Residential (per Unit) Multi Family Residential (per unit)  Average Size of Units Single Family (2015) Multi-Family (2015) Multi-Family (2020) Multi-Family (2020) Multi-Family (2025) Multi-Family (2025)	\$100 \$75 \$120 \$135 \$95 \$200 \$175 2,379 973 2,337 1,070 2,861 1,200	Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Mixed Format (per SF)  Office (per SF)  Service/Industrial (per SF)  Lodging (per SF)  Single Family Residential (per Unit)  Multi Family Residential (per unit)  Average Size of Units  Single Family (2015)  Multi-Family (2015)  Multi-Family (2020)  Multi-Family (2020)  Multi-Family (2025)  Multi-Family (2025)  Multi-Family (2025)  Multi-Family (% Second Home)  Aulti Family (% Second Home)	\$100 \$75 \$120 \$135 \$95 \$200 \$175 2,379 973 2,337 1,070 2,861 1,200	Steamboat 700
Multi Family Residential (per unit)  Assumed Construction Cost (\$2008)  Retail (per SF)  Retail/Mixed Use (per SF)  Retail/Large Format (per SF)  Office (per SF)  Service/Industrial (per SF)  Lodging (per SF)  Single Family Residential (per Unit)  Multi Family Residential (per unit)  Average Size of Units  Single Family (2015)  Multi-Family (2015)  Single Family (2020)  Multi-Family (2020)  Multi-Family (2020)  Single Family (2020)	\$100 \$75 \$120 \$135 \$95 \$200 \$175 2,379 973 2,337 1,070 2,861 1,200	Steamboat 700

		Source:
Fransportation Services		
Hours of Operation (System Wide)	36,901	Transit Department
ransporation Analysis for Steamboat 700		
Service Days		
Summer Regular	223	Transit Department
Summer Peak (S-Peak)	0	Transit Department
Winter Regular	142	Transit Department
Winter Peak	142	Transit Department
Service Hours/Day		
Summer Regular	20	Transit Department
Summer Peak (S-Peak)	0	Transit Department
Winter Regular	22	Transit Department
Winter Peak	10	Transit Department
Required Buses	4	Transit Department
Summer Regular	2	Transit Department
Summer Peak (S-Peak)	0	Transit Department
Winter Regular	2	Transit Department
Winter Peak	2	Transit Department
xisting Service Adjustment	(7,584)	Transit Department
ransit Service Begin (DU)	700	Transit Department
Vinter Peak Service Begin (DU)	1,400	Transit Department
mpact on Regional Service (1 $=$ Yes , 0 $=$ No)	0	Transit Department
Capital Cost		
Full Size Bus	\$520,000	Transit Department
25 Passenger Bus	\$140,000	Transit Department
Replacement Reserve	\$1.10,000	= eportment
	¢50 706	Transit Donartment
Full Size Bus (per year - 12 years) 25 Passenger Bus (per year - 7 years)	\$58,236 \$23,895	Transit Department Transit Department
fuel Inflation Factor	1	Transit Department
	•	mansic separament
Public Works	4.40	B 11: 14/ 1 B
Streets (Lane Miles)	149	Public Works Departmen
Alleys (Miles)	6	Public Works Departmen
Streets & Alley Snow Removal Factor		
Very High	5	Public Works Departmen
High	2	Public Works Departmen
Normal	1	Public Works Departmen
Darling Lat (Course Foot)	650,050	Dublic Marks Description
arking Lot (Square Feet) City Responsible for Alley (1 = Yes , 0 = No)	658,950 0	Public Works Departmen Public Works Departmen
Pavement Maintenance (per SF/year) in Current Dollars	\$125	Public Works Departmen
Eummulative DUs - 2010	923	Tublic Works Departmen
Eummulative DUs - 2020	1,764	
Eummulative DUs - 2020	2,044	
City Responsible for Pavement Maintenance (1 = Yes , 0 = No)	2,044	Public Works Departmen
ity responsible for ravement maintenance (1 = res , 0 = no)	ı	Tublic Works Departmen
Fire Services		
xisting Fire Stations	2	Fire Department
Calls per Station	1,007	Fire Department
City Area (Square Miles)	10.0	Fire Department
Jrban Growth Boundary (Square Miles)	12.5	Fire Department
ire District Area (Square Miles)	378.0	Fire Department
iteamhoat Springs Pural Fire Protection District (9) of Castal	31%	CCDEDD
Steamboat Springs Rural Fire Protection District (% of Costs)	0.000	SSRFPD
Operating Fund Levy Rate		SSRFPD
Capital Fund Levy Rate	0.000	SSRFPD
Debt Fund Levy Rate	3.195	SSRFPD
State Residential Assessment Rate	7.96%	State of Colorado
State Commercial Assessment Rate	29.00%	State of Colorado
Cost of Fire Station	\$5,777,500	Fire Department
Cost of Fire Equipment	\$1,000,000	Fire Department
Police Services		
	23.25	Police Department
Police Officers (Patrol & Investigation)	2.5	Police Department
Police Officers (Patrol & Investigation) Police Officers per 1,000 Residents (Desired Level)		-p
Police Officers (Patrol & Investigation) Police Officers per 1,000 Residents (Desired Level) Police Officers per 1,000 Residents (Existing Level)	2.0	
Police Officers per 1,000 Residents (Desired Level) Police Officers per 1,000 Residents (Existing Level)	2.0	
Police Officers per 1,000 Residents (Desired Level)  Police Officers per 1,000 Residents (Existing Level)  Parks and Recreation	566	Parks and Rec
Police Officers per 1,000 Residents (Desired Level)		Parks and Rec Parks and Rec

Case Studies	]	Source:
Sales Tax		
Occupied Units Percent Retail Spending of Total Potential Income Local Retail Vacancy Rate	32% 5%	Colorado Economic Census ERA
Retail Sales Distribution - Occupied Units		
Convenience Goods	27%	EPS
Shopper Goods	45%	EPS
Eating and Drinking	16%	EPS
Building Material & Garden	12%	EPS
Occupied Units Retail Capture		_
Convenience Goods	83%	EPS
Shopper Goods	51%	EPS
Eating and Drinking	80%	EPS
Building Material & Garden	70%	EPS
Retail Sales Distribution - Second Home Units		
Convenience Goods	29%	EPS
Shopper Goods	40%	EPS
Eating and Drinking	22%	EPS
Building Material & Garden	9%	EPS
Second Home Spending Per Day	57.78	EPS
Second Home Units Retail Capture	100%	EPS
Retail Sales Distribution - Rental Units		
Convenience Goods	22%	EPS
Shopper Goods	48%	EPS
Eating and Drinking	30%	EPS
Building Material & Garden	0%	EPS
Rental Units Spending Per Day	47.08	EPS
Rental Units Retail Capture	100%	EPS
Local Sales per SF Estimate		
Convenience Goods	\$400	EPS
Shopper Goods	\$300	EPS
Eating and Drinking	\$300	EPS
Building Material & Garden	\$300	EPS
Regional Sales per SF Estimate		
Convenience Goods	\$300	EPS
Shopper Goods	\$300	EPS
Eating and Drinking	\$300	EPS
Building Material & Garden	\$300	EPS
Average Sales Price (\$2011)		
Single Family (2015)	\$691,000	Steamboat 700
Multi-Family (2015)	\$238,000	Steamboat 700
Single Family (2020)	\$676,000	Steamboat 700
Multi-Family (2020)	\$283,000	Steamboat 700
Single Family (2025)	\$872,000	Steamboat 700
Multi-Family (2025)	\$336,000	Steamboat 700
Constant Year of Housing Price	2011	Steamboat 700
Number of Years Adjustment	3.0	
Rate of Inflation	2.5%	ERA
	2.370	2.01

Case Studies	7 6	Source:				
		Journal				
Sales Tax						
Average Sales Price (\$2008) Single Family (2015)	\$640,460					
Multi-Family (2015)	\$220,593					
Single Family (2020)	\$220,593 \$626,557					
Multi-Family (2020)	\$262,301					
Single Family (2025) Multi-Family (2025)	\$808,221 \$311,425					
City Tax Rate	4.0%	Finance Department				
Hotel ADR - Winter	\$130	Steamboat 700				
Hotel ADR - Rest of Year	\$90	Steamboat 700				
Days in Winter	151					
Days in Rest of Year	214					
Average Annual ADR	\$106.55					
Utilities Share of Sales Tax in Base Year	10%	Finance Department				
Utilities Sales Tax per EDU	\$205.09					
Assumed Level of Support from Outside Steamboat (Local)	15%	EPS				
Assumed Level of Support from Outside Steamboat (Regional)	25%	EPS				
Average Household Income (\$2007)	\$86,000	EPS				
Average Household Income (\$2008)	\$90,354	EPS and Inflation Rate				
City Sales Leakage	33%	EPS				
Potential Sales Recapture	55%	EPS				
Regional Spending Potential	36.2%	EPS				
Household Mortgage Assumptions	_					
Down payment	20%	ERA				
Rate	8.0%	ERA				
Years	30	ERA				
Payments per Year	12	ERA				
Average Household Gross Income Calculation	Single Family	2015 Multi Family	202 Single Family	:0 Multi Family	202 Single Family	5 Multi Family
Price	\$640,460	\$220,593	\$626,557	\$262,301	\$808,221	\$311,425
Down payment	20%	20%	20%	20%	20%	20%
Loan	\$512,368	\$176,474	\$501,246	\$209,841	\$646,577	\$249,140
Rate	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
Years	30	30	30	30	30	30
Payments per Year					4.5	12
	12	12	12	12	12	12
Total Payments	360	360	360	360	360	360
Total Payments Monthly Payments			. –			
Total Payments Monthly Payments Estimated % of HH Income	360 \$3,759.57 30%	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Payments Monthly Payments	360 \$3,759.57	360 \$1,294.90	360 \$3,677.96	360 \$1,539.74	360 \$4,744.35	360 \$1,828.10
Total Payments Monthly Payments Estimated % of HH Income	360 \$3,759.57 30%	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Payments Monthly Payments Estimated % of HH Income Estimated Gross HH Income  Additional Sources of Retail Demand	360 \$3,759.57 30%	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Payments Monthly Payments Estimated % of HH Income Estimated Gross HH Income  Additional Sources of Retail Demand  Leakage / Recapture (Regional Only)	360 \$3,759.57 30% \$150,382.95	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Payments Monthly Payments Estimated % of HH Income Estimated Gross HH Income  Additional Sources of Retail Demand  Leakage / Recapture (Regional Only) Total Retail Spending	360 \$3,759.57 30% \$150,382.95	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Retail Leakage Total Retail Leakage	360 \$3,759.57 30% \$150,382.95	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Payments Monthly Payments Estimated % of HH Income Estimated Gross HH Income  Additional Sources of Retail Demand  Leakage / Recapture (Regional Only) Total Retail Spending	360 \$3,759.57 30% \$150,382.95	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Retail Leakage Total Retail Recapture	360 \$3,759.57 30% \$150,382.95	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Payments Monthly Payments Estimated % of HH Income Estimated Gross HH Income  Additional Sources of Retail Demand  Leakage / Recapture (Regional Only) Total Retail Spending Total Retail Recapture  Total Retail Spending	360 \$3,759.57 30% \$150,382.95 144,044,070 48,075,878 \$26,292,614 \$152,172,955	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Retail Spending Total Retail Spending Total Retail Spending Total Retail Leakage Total Retail Spending Total Retail Leakage	360 \$3,759.57 30% \$150,382.95	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Payments Monthly Payments Estimated % of HH Income Estimated Gross HH Income  Additional Sources of Retail Demand  Leakage / Recapture (Regional Only) Total Retail Spending Total Retail Recapture  Total Retail Spending Total Retail Recapture	360 \$3,759.57 30% \$150,382.95 144,044,070 48,075,878 \$26,292,614 \$152,172,955	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Retail Spending Total Retail Leakage Total Retail Leakage Total Retail Leakage Total Retail Leakage Total Retail Spending Total Retail Leakage Total Retail Leakage	360 \$3,759.57 30% \$150,382.95	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Retail Spending Total Retail Leakage Total Retail Leakage Total Retail Leakage Total Retail Leakage Total Retail Spending Total Retail Spending Total Retail Recapture  Total Retail Recapture  Total Retail Recapture	360 \$3,759.57 30% \$150,382.95	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Retail Spending Total Retail Leakage Total Retail Leakage Total Retail Leakage Total Retail Leakage Total Retail Spending Total Retail Leakage Total Retail Leakage	360 \$3,759.57 30% \$150,382.95	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Payments  Monthly Payments Estimated % of HH Income Estimated Gross HH Income  Additional Sources of Retail Demand  Leakage / Recapture (Regional Only) Total Retail Spending Total Retail Leakage  Total Retail Recapture  Total Retail Spending Total Retail Leakage Total Retail Leakage  Total Retail Increase in Steamboat Population New Household Growth (2015) Total Potential Retail Spending  New Household Growth (2020)	360 \$3,759.57 30% \$150,382.95	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Petail Spending Total Retail Spending Total Retail Leakage Total Retail Leakage Total Retail Spending Total Retail Capture  Natural Increase in Steamboat Population New Household Growth (2015) Total Potential Retail Spending	360 \$3,759.57 30% \$150,382.95	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Payments  Monthly Payments Estimated % of HH Income Estimated % of HH Income Estimated Gross HH Income  Additional Sources of Retail Demand  Leakage / Recapture (Regional Only) Total Retail Spending Total Retail Leakage Total Retail Recapture  Total Retail Spending Total Retail Leakage Total Retail Leakage Total Retail Leakage Total Retail Recapture  Natural Increase in Steamboat Population New Household Growth (2015) Total Potential Retail Spending  New Household Growth (2020) Total Potential Retail Spending	360 \$3,759.57 30% \$150,382.95	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Payments  Monthly Payments Estimated % of HH Income Estimated Gross HH Income  Additional Sources of Retail Demand  Leakage / Recapture (Regional Only) Total Retail Spending Total Retail Leakage  Total Retail Recapture  Total Retail Spending Total Retail Leakage Total Retail Leakage  Total Retail Increase in Steamboat Population New Household Growth (2015) Total Potential Retail Spending  New Household Growth (2020)	360 \$3,759.57 30% \$150,382.95	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Payments  Monthly Payments Estimated % of HH Income Estimated Gross HH Income  Additional Sources of Retail Demand  Leakage / Recapture (Regional Only) Total Retail Spending Total Retail Leakage Total Retail Leakage Total Retail Leakage Total Retail Leakage Total Retail Heacapture  Natural Increase in Steamboat Population New Household Growth (2015) Total Potential Retail Spending New Household Growth (2020) Total Potential Retail Spending New Household Growth (2020) Total Potential Retail Spending New Household Growth (2025)	360 \$3,759.57 30% \$150,382.95	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Payments  Monthly Payments Estimated % of HH Income Estimated Gross HH Income  Additional Sources of Retail Demand  Leakage / Recapture (Regional Only) Total Retail Spending Total Retail Leakage Total Retail Leakage Total Retail Leakage Total Retail Leakage Total Retail Heacapture  Natural Increase in Steamboat Population New Household Growth (2015) Total Potential Retail Spending New Household Growth (2020) Total Potential Retail Spending New Household Growth (2020) Total Potential Retail Spending New Household Growth (2025)	360 \$3,759.57 30% \$150,382.95	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Payments  Monthly Payments Estimated % of HH Income Estimated % of HH Income Estimated Gross HH Income  Additional Sources of Retail Demand  Leakage / Recapture (Regional Only) Total Retail Spending Total Retail Leakage Total Retail Leakage Total Retail Heacapture  Total Retail Heacapture  Natural Increase in Steamboat Population New Household Growth (2015) Total Potential Retail Spending  New Household Growth (2020) Total Potential Retail Spending  New Household Growth (2025) Total Potential Retail Spending  New Household Growth (2025) Total Potential Retail Spending	360 \$3,759.57 30% \$150,382.95	360 \$1,294.90 30%	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%
Total Payments  Monthly Payments Estimated % of HH Income Estimated % of HH Income Estimated Gross HH Income  Additional Sources of Retail Demand  Leakage / Recapture (Regional Only) Total Retail Spending Total Retail Leakage Total Retail Recapture  Total Retail Spending Total Retail Leakage Total Retail Leakage Total Retail Leakage Total Retail Recapture  Natural Increase in Steamboat Population New Household Growth (2015) Total Potential Retail Spending New Household Growth (2020) Total Potential Retail Spending  New Household Growth (2025) Total Potential Retail Spending  Capital Projects Fund	360 \$3,759.57 30% \$150,382.95	360 \$1,294.90 30% \$51,796.16	360 \$3,677.96 30%	360 \$1,539.74 30%	360 \$4,744.35 30%	360 \$1,828.10 30%

Source: City of Steamboat Springs, Steamboat 700, infoUSA, EPS, ERA

Student Yields

Planning Department Western Demographic

# Supplementary Data

Project NameSteamboat 700DeveloperSteamboat 700ScenarioLand Use Program

Table 1 Capital Projects Fund

	2015	2020	2025	Total
Development Program Elements				
Retail (SF)	35.000	445.000	20.000	470.000
Retail/Mixed Use (per SF)	25,000	115,000	30,000	170,000
Retail/Large Format (per SF)	0	0	0	0
Office (SF)	15,000	65,000	15,000	95,000
Industrial/Service (SF)	10,000	20,000	5,000	35,000
Lodging (SF)	0	40,000	0	40,000
Single Family (SF)	804,102	867,027	177,382	1,848,511
Multi Family (SF)	569,205	502,900	261,600	1,333,705
Construction Cost Estimate (per SF)				
Retail (per SF)				
Retail/Mixed Use (per SF)	\$100	\$100	\$100	\$100
Retail/Large Format (per SF)	\$75	\$75	\$75	\$75
Office (per SF)	\$120	\$120	\$120	\$120
Industrial/Service (per SF)	\$135	\$135	\$135	\$135
Lodging (per SF)	\$95	\$95	\$95	\$95
Single Family (per SF)	\$200	\$200	\$200	\$200
Multi Family (per SF)	\$175	\$175	\$175	\$175
Construction Cost Estimate				
Retail				
Retail/Mixed Use (per SF)	\$2,500,000	\$11,500,000	\$3,000,000	\$17,000,000
Retail/Large Format (per SF)	\$0	\$0	\$0	\$0
Office	\$1,800,000	\$7,800,000	\$1,800,000	\$11,400,000
Industrial/Service	\$1,350,000	\$2,700,000	\$675,000	\$4,725,000
Lodging	\$0	\$3,800,000	\$0	\$3,800,000
Single Family	\$160,820,400	\$173,405,400	\$35,476,400	\$369,702,200
Multi Family	\$99,610,875	\$88,007,500	\$45,780,000	\$233,398,375
Total	\$266,081,275	\$287,212,900	\$86,731,400	\$640,025,575
Excise Tax	\$3,192,975	\$3,446,555	\$1,040,777	\$7,680,307
Use Tax	\$5,7321,626	\$5,744,258	\$1,734,628	\$12,800,512
Total	\$8,514,601	\$9,190,813	\$2,775,405	\$20,480,818

Source: ERA

#### Table 2 Capital Costs

#### Notes:

overall Capital Facilities phasing plan that will be part of the annexation agreement.

- v		_				SB700	
Capital Items	Unit	Quan	Unit cost	Low Estimate	High Estimate	portion	SB 700 Total
Transit		1	£2.000.000		¢2.000.000	1000/	\$2,060,000
a) Transit "Super Stop"	each		\$2,060,000		\$2,060,000	100% 100%	
b) Heated transit stop	each	2	\$24,100		\$48,200		\$48,200
c) Buses	bus	4	\$575,000	* 25.000	\$2,300,000	100%	\$2,300,000
d) Master Plan Update	each	1		\$ 25,000	\$50,000	100%	\$50,000
e) Replacement Reserve per Year							
Roads (includes auxiliary lanes, and associated bike, ped, and transit improvements)							
New Victory Parkway – Downhill to Overlook subdivision	lf	2,000	\$550		\$1,100,000	0%	\$0
Downhill Drive improvements	lf	3,200	\$225		\$720,000	100%	\$720,000
Downhill Dr/Hwy 40 intersection improvements				\$829,000	\$2,000,000	75%	\$1,500,000
Downhill Dr/CR 129 intersection improvements				\$1,500,000	\$2,000,000	75%	\$1,500,000
CR 129 to Hwy 40	lf	2,300	\$225		\$517,500	100%	\$517,500
CR 129/Hwy 40 Intersection	each	1		\$ 4,000,000	\$20,000,000		
Slate Creek Connector – outside City limits	lf	6,500	\$600 - \$800		\$5,200,000	50%	\$2,600,000
CR 42 to Hwy 40 improvements	İf	2,100	\$115	+-//	\$241,500	100%	\$241,500
CR 42/Hwy 40 intersections	each	1	ψ5	\$ 500,000	\$2,000,000	50%	\$1,000,000
Sleepy Bear/Hwy 40	each	1		\$ 500,000	\$2,000,000	100%	\$2,000,000
Hwy 40 Capacity Improvements	Cacii	'		\$ 39,000,000	\$56,800,000	33%	
13th Street bottleneck - Local Road extension (Lincoln, Oak, Yampa, Howelson)				\$3,000,000	\$14,500,000	18%	\$2,610,000
Roads - Equipment Grader		1	¢310.000		£310.000	1000/	£310.000
	each		\$210,000		\$210,000	100%	\$210,000
Sand Truck	each	1	\$142,000		\$142,000	100%	\$142,000
Loader	each	1	\$138,000		\$138,000	100%	\$138,000
Parks							
Soccer Fields	each	4	\$83,600		\$334,400	100%	\$334,400
Softball Fields	each	4	\$162,800		\$651,200	100%	\$651,200
Water & Drainage							
Water Rights Enhancement fund	each	1	\$ 960,000		\$960,000	100%	\$960,000
Storage tank	gal	1,000,000	\$ 3		\$3,000,000	100%	\$3,000,000
Slate Creek Channel improvements to Yampa River	each	1		\$ 100,000	\$250,000	100%	\$250,000
Parks/Public Works/Utilities maintenance and snow storage facility							
Public Works Shop	each	1	\$ 1,562,700		\$1,562,700	100%	\$1,562,700
Public Works Scoria Shed	each	1	\$ 436,600		\$436,600	100%	\$436,600
Parks & Rec building	each	1	\$ 576,000		\$576,000	100%	\$576,000
Parks & Rec pole barn	each	1	\$ 238,000		\$238,000	100%	\$238,000
Total (does not include DOW) and initial							
Trails (does not include ROW acquisition) CR 42 pedestrian underpass	each	1	\$235,000		\$235,000	100%	\$235,000
	eacn	1	\$235,000		\$235,000	100%	\$235,000
Hwy 40 Pedestrian underpass at Sleepy Bear/KOA							
Core Trail Extension from Riverside to SB700 CR 42 to Hwy 40	lf If	5,500 2,100	\$ 115 \$115		\$632,500 \$241,500	100% 100%	\$632,500 \$241,500
,			****		,	/0	,200
Fire Station							
Land for station: 0.5 - 2 acres							
Station (15,000 sf)	each	1	\$7,118,000		\$7,118,000	44%	\$3,131,920
Fire Equipment (6 pieces)			\$2,000,000		\$2,000,000	44%	\$880,000
Police Station							
New Police Building	each	1	\$11,162,000		\$11,162,000	18%	\$2,009,160
Totals							
Subtract Steamboat 700 Propo		141,425,100 33,000,000	33,000,000				
Subtract Estimated Excise & Use Tax	, or	108,425,100 20,500,000	18,520,180 <b>20,500,000</b>				
Subtract Estillated Excise & Ose 14)		87,925,100	(1,979,820)				

Source: City of Steamboat Springs

<sup>1)</sup> This table contains a list of capital improvements identified in the West Steamboat Springs Area Plan (2006 update) ("WSSAP") and the Annexation Review process. According to the WSSAP, "potential" funding sources for these capital items include a "special district, impact fees, land dedication or other mechanisms." The WSSAP further states that the "most appropriate financing/contribution mechanisms) shall be negotiated between the major developers) and the City, possibly during the annexation and development review process." The source of funds to finance the capital improvements identified, and the phasing of such improvements is expected to be determined in negotiations between the City and developers within the WSSAP plan area and set forth in the applicable annexation agreements entered into between the City and such developers.

2) This table does not include major on-site improvements which developer has committed to fund like New Victory parkway, community center, trails etc. Those items will be included in the

Table 3 Steamboat Springs Rural Fire Protection District Levy Estimate

	2015	2020	2025
Development Program Elements			
Retail (SF)			
Retail/Mixed Use (per SF)	25,000	140,000	170,000
Retail/Large Format (per SF)	. 0	, 0	. 0
Office (SF)	15,000	80,000	95,000
Industrial/Service (SF)	10,000	30,000	35,000
Lodging (SF)	0	40,000	40,000
Single Family (SF)	338	709	771
Multi Family (SF)	585	1,055	1,273
Valuation Estimate (per SF)			
Retail (per SF)			
Retail/Mixed Use (per SF)	\$300	\$300	\$300
Retail/Large Format (per SF)	\$200	\$200	\$200
Office (per SF)	\$300	\$300	\$300
Industrial/Service (per SF)	\$300	\$300	\$300
Lodging (per SF)	\$300	\$300	\$300
Single Family (per unit)	\$640,460	\$626,557	\$808,221
Multi Family (per unit)	\$220,593	\$262,301	\$311,425
Assessed Valuation Estimate			
Retail			
Retail/Mixed Use (per SF)	\$2,175,000	\$12,180,000	\$14,790,000
Retail/Large Format (per SF)	\$0	\$0	\$0
Office	\$1,305,000	\$6,960,000	\$8,265,000
Industrial/Service	\$870,000	\$2,610,000	\$3,045,000
Lodging	\$0	\$3,480,000	\$3,480,000
Single Family	\$17,231,444	\$35,360,618	\$49,601,839
Multi Family	<u>\$10,272,112</u>	\$22,027,530	\$31,556,919 \$110,730,750
Total	\$31,853,555	\$82,618,148	\$110,738,758
Levy Per Fund (2008)			
Operating	\$0	\$0	\$0
Capital	\$0	\$0	\$0
Debt	<u>\$101,772</u>	<u>\$263,965</u>	<u>\$353,810</u>
Total	\$101,772	\$263,965	\$353,810

Source: ERA

Table 4 Student Generation Estimate

	2015	2020	2025
Occupied Dwelling Units Single Family (units) Multi Family (units) Total	311	652	709
	<u>538</u>	<u>971</u>	<u>1,171</u>
	<b>849</b>	<b>1,623</b>	<b>1,880</b>
Student Generation Factor Western Demographic	0.19	0.19	0.19
Student Generation (Western Demographic) Single Family (units) Multi Family (units) Total	59	124	135
	<u>102</u>	<u>184</u>	<u>223</u>
	<b>161</b>	<b>308</b>	<b>357</b>

Source: ERA

# **AGENDA ITEM #9**

# CITY COUNCIL COMMUNICATION FORM

FROM: Winnie DelliQuadri, Grants Analyst (Ext. 257)

**Bob Litzau, Interim Director of Financial Services (Ext. 239)** 

Philo Shelton, Director of Public Works (x204)

THROUGH: Jon Roberts, City Manager (Ext. 228)

DATE: May 5, 2009

RE: Direction to submit a grant application to the Colorado Department of

Transportation (CDOT) 5311 Grant Program for grant funding of \$1,794,834 in 2010 and \$2,088,956 in 2011 for transit operations and capital. Matching funds of \$1,423,708 in 2010 and \$1,516,739 in 2011

will be required.

**NEXT STEP: MOTION: To submit a grant application to the Colorado Department of** 

Transportation (CDOT) 5311 Grant Program for grant funding of \$1,794,834 in 2010 and \$2,088,956 in 2011 for transit operations and

capital.

	DIRECTION
	INFORMATION
	ORDINANCE
Χ	MOTION
	RESOLUTION

## I. <u>REQUEST OR ISSUE:</u>

The Colorado Department of Transportation (CDOT) 5311 grant program provides funding for transit programs in Colorado every two years. Grant requests for this current round of funds would be requested for 2010 and 2011 and would provide support to the City's transit program. Matching funds consist of regularly budgeted funding for the transit department.

#### II. RECOMMENDED ACTION:

Given the substantial benefit of the grant and project to the City, staff recommends that City Council proceed with submitting the grant application.

MOTION: To submit a grant application to the Colorado Department of Transportation (CDOT) 5311 Grant Program for grant funding of \$1,794,834 in 2010 and \$2,088,956 in 2011 for transit operations and capital.

## III. <u>FISCAL IMPACTS</u>:

Proposed Revenues:	Grant Request	Match
2010 admin & operating	\$1,550,000	\$1,362,500
2010 capital	<u>244,834</u>	<u>61,208</u>
Total 2010	\$1,794,834	\$1,423,708
2011 admin & operating	\$1,581,000	\$1,389,750
2011 capital	<u>507,956</u>	<u>126,989</u>
Total 2011	\$2,088,956	\$1,516,739
Proposed Expenditure: 2010 admin & operating 2010 capital Total 2010	\$2,912,500 <u>306,042</u> \$3,218,542	bus washer
2011 admin & operating 2011 capital Total 2011	\$2,970,750 <u>634,945</u> \$3,605,695	hybrid bus

City Departments: Public Works and Transportation

Project Manager: Philo Shelton, Director of Public Works and Transportation

## IV. BACKGROUND INFORMATION:

The Federal Transportation Administration's 5311 grant program provides grant support of transit operations throughout the US. The program operates on a two year cycle, with grant applications submitted on odd numbered years for the upcoming two federal fiscal years. The City of Steamboat Springs has successfully applied for these funds for over a decade. The amount of grant support depends on congressional budget allocations to the program, however in the past two years the City has received close to \$400,000 per year in administrative and operating funds, as well as \$664,000 in total capital funding. This grant proposal requests the full amount that the City would be eligible to receive to support existing transit operations. It is unlikely that the City will receive the full amount requested, and more likely that we will see some sort of incremental increase in the amount awarded over previous years. Matching funds will need to be provided on an 80%grant/20% match basis for administrative and capital awards and on a 50%grant/50%match basis for operating awards. Matching funds consist of annual transit operations funding typically allocated within the City's transit budget.

#### V. LEGAL ISSUES:

None at this time. The Intergovernmental Services Division continues to work closely with Legal Services on issues associated with grant-funded projects.

# VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None at this report.

# VII. SUMMARY AND ALTERNATIVES:

City Council may choose to:

- approve submittal of the grant application
- decide not to submit the grant application
- defer until a future round of funding.

# **AGENDA ITEM # 10**

# CITY COUNCIL COMMUNICATION FORM

FROM: Winnie DelliQuadri, Grants Analyst (Ext. 257)

**Bob Litzau, Interim Director of Financial Services (Ext. 239)** 

JD Hays, Director of Public Safety (x113)

THROUGH: Jon Roberts, City Manager (Ext. 228)

DATE: May 5, 2009

RE: Direction to submit a grant application to the Department of Homeland

Security, Assistance to Firefighters Grants program for grant funding of up to \$380,000 for firefighter equipment, personal protective equipment, and training. Matching funds of 5% of the total project cost or up to \$20,000 will be required during the period of the grant, which will likely

fall into two budget years.

NEXT STEP: MOTION: To submit a grant application to the Department of

Homeland Security, Assistance to Firefighters Grants program for grant funding of up to \$380,000 for firefighter equipment, personal protective

equipment, and training.

DIRECTION	
INFORMATION	
ORDINANCE	
X MOTION	
RESOLUTION	

#### I. REQUEST OR ISSUE:

The Department of Homeland Security Fire Act program is an annual competitive grant program to benefit fire departments across the US. Matching funds consist of regularly budgeted funding for Steamboat Fire/Rescue.

#### II. RECOMMENDED ACTION:

Given the substantial benefit of the grant and project to the City, staff recommends that City Council proceed with submitting the grant application.

MOTION: To submit a grant application to the Department of Homeland Security, Assistance to Firefighters Grants program for grant funding of up to \$380,000 for firefighter equipment, personal protective equipment, and training.

#### III. FISCAL IMPACTS:

#### **Proposed Revenues:**

Grant Application: up to \$ 380,000 Grant Match: 5% of project – up to 20,000

Total project: up to \$ 400,000

#### **Proposed Expenditure:**

 Hose (up to)
 \$ 94,000

 SCBA
 205,000

 Bunker Gear
 80,000

 Training
 21,000

Total project: up to \$400,000

City Departments: Fire Suppression

Project Manager: Mel Stewart, EMS Chief

#### IV. BACKGROUND INFORMATION:

The Department of Homeland Security Fire Act program is an annual competitive grant program to benefit fire departments across the US. In this grant round, the City's Fire Suppression Department has proposed purchasing the fire hose, bunker gear, and SCBA's needed to achieve compliance with NFPA standards. In addition, the Fire Suppression Department proposes requesting training funds which would enable the Department to carry out a volunteer firefighter recruitment and training program. Training funds would be utilized to pay full time personnel overtime pay to conduct the training during off hours.

#### V. <u>LEGAL ISSUES:</u>

None at this time. The Intergovernmental Services Division continues to work closely with Legal Services on issues associated with grant-funded projects.

#### VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None at this report.

# VII. SUMMARY AND ALTERNATIVES:

City Council may choose to:

- approve submittal of the grant application
- decide not to submit the grant application
- defer until a future round of funding.

# **AGENDA ITEM # 11**

# CITY COUNCIL COMMUNICATION FORM

FROM:

Jon Roberts, City Manager (Ext. 228)

May 5, 2009

ITEM:

Motion to approve re-structuring the Public Safety Services Department into separate Police, and Fire and Emergency Medical Services departments, and the hiring of a Fire and Emergency Medical Services Chief.

NEXT STEP:

Approve by motion at the May 5<sup>th</sup> 2009 regular City Council meeting.

\_\_\_ DIRECTION
\_\_\_ INFORMATION
\_\_ ORDINANCE
\_X MOTION
\_\_ RESOLUTION

## I. REQUEST OR ISSUE:

I am proposing that the City of Steamboat Springs will be better served by having separate Police and Fire departments, and this is a formal request of City Council to approve the restructuring of the current Public Safety Services Department into separate Police Services and Fire and Emergency Medical departments, effective with the hiring of a Fire and Emergency Medical Services Chief, which would likely occur in July, 2009.

#### II. RECOMMENDED ACTION:

To approve, by motion, the restructuring of the current Public Safety Services Department into separate Police Services and Fire and Emergency Medical Services departments, authorize the hiring of a Fire and Emergency Medical Services Chief and approve re-titling of the current Director of Public Safety Services position to Chief of Police Services.

#### III. FISCAL IMPACTS:

## **Proposed Expenditure:**

Additional expenditures for 2009 are anticipated to be less than \$5,000, due to savings during the interim period, and the fact that the former Assistant Chief was compensated at a rate that is within the pay range for a Department Head.

#### **Funding Source:**

For the remainder of 2009 the expense for hiring a Fire and Emergency Medical Services Chief will be handled through the current budget for the Fire Services portion of the Public Safety Services budget.

#### IV. BACKGROUND INFORMATION:

Prior to March 1996, the Fire Department functioned as a separate department within the City's structure and budget.

At that time, City Manager Van James had an opportunity to combine the Police and Fire functions into a combined Public Safety Services Department because Fire Chief Jim Haugness resigned effective March of 1996 and the Police Chief Roger Jensen announced his resignation effective December of 1996.

Van James proceeded with re-structuring the Police and Fire functions into a combined Public Safety Services Department and recruited a Director, early in 1997.

JD Hays was hired from that recruitment and has served as the Director of Public Safety Services since May 25, 1997.

While combining the Police and Fire departments made sense at that time the city may not have anticipated that the Fire Department would become a department of 21 Full-time EMTs, 3 FT Inspectors, and 5 FT administrative staff, as it is today. It is my recommendation that, because the demands for fire and emergency services have increased, and the department has grown significantly, there is now a need to create a separate department and hire a strong on-site manager to administer that department.

Further, the opportunity now exists to hire a Fire and Emergency Services Chief because of the recent resignation of Assistant Fire Chief, Bob Struble, who served meritoriously in that position since March of 1996.

#### V. **LEGAL ISSUES:**

The <u>City Charter</u> identifies under <u>ARTICLE 4 – CITY ADMINISTRATION</u>, <u>Section 4.2</u> <u>City Manager Powers and Duties</u>, <u>paragraph (h)</u>, that the City Manager's duties include: "Exercise supervision and control over all departments, and recommend to the Council any proposal he thinks advisable to establish, consolidate or abolish departments."

### VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None anticipated.

#### VII. SUMMARY AND ALTERNATIVES:

Given the growth of the Fire and Emergency Services Department, the opportunity presented by the resignation of Assistant Chief Struble, and the current and anticipated needs of the community, it is my recommendation that it would be prudent for the City to proceed to re-organize the current Public Safety Services Department into separate Police Services and Fire and Emergency Medical Services departments and recruit a professional Chief to administer the new Fire and Emergency Medical Services Department.

# AGENDA ITEM # 12

#### CITY COUNCIL COMMUNICATION FORM

FROM: Dan Foote, Staff Attorney (Ext. 223)

THROUGH: Jon Roberts, City Manager (Ext. 228)

DATE: May 5, 2009

ITEM: A RESOLUTION APPROVING REVISIONS TO AN

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE STEAMBOAT SPRINGS RURAL FIRE PROTECTION DISTRICT. (Foote)

NEXT STEP: ADOPT THE RESOLUTION

ORDINANCEX RESOLUTIONMOTIONDIRECTION

\_\_\_ INFORMATION

#### I. REQUEST OR ISSUE:

Adopt a resolution amending the City's intergovernmental agreement with the Steamboat Springs Rural Fire Protection District.

#### II. RECOMMENDED ACTION:

Adopt the resolution.

## III. BACKGROUND INFORMATION:

City and Fire Protection District Staff propose to make a number of housekeeping amendments to the IGA between the parties. These amendments for the most part are in the nature of amending contact information, acknowledging the adoption of uniform codes, and updating the exhibits identifying the combined capital plant and the parties' respective ownership interest in the capital plant.

The one substantive change to the body of the agreement is to add language to Article XII allowing the District to purchase improvements or equipment with its

own funds without having to share title to the improvements or equipment. The IGA already permits the City to do this and staff believes adding the reciprocal language is fair and appropriate.
IV. <u>CONFLICTS OR PROBLEMS.</u>
None.
V. <u>FISCAL IMPACTS.</u>
None.

# CITY OF STEAMBOAT SPRINGS, COLORADO

RESOLUTION NO
A RESOLUTION APPROVING REVISIONS TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE STEAMBOAT SPRINGS RURAL FIRE PROTECTION DISTRICT.
<b>WHEREAS,</b> the City and the Steamboat Springs Rural Fire Protection District have previously entered into an intergovernmental agreement providing for their joint provision of fire and ambulance services in their respective jurisdictions; and
<b>WHEREAS,</b> the parties wish to amend the agreement and to update descriptions of the parties' respective interest in the combined capital plant.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STEAMBOAT SPRINGS, COLORADO, THAT:
Section 1. The City Council hereby approves the Amended Contract fo Services, a copy of which is attached hereto as Exhibit "A", and authorizes the City Council President to execute the attached Amended Contract for Services.
PASSED, ADOPTED, AND APPROVED this day of, 2009.
Paul Antonucci, President Steamboat Springs City Council ATTEST:

Fire District IGA Amendment

Julie Franklin, CMC City Clerk

## AMENDED CONTRACT FOR SERVICES BETWEEN THE STEAMBOAT SPRINGS RURAL FIRE PROTECTION DISTRICT AND THE CITY OF STEAMBOAT SPRINGS

THIS CONTRACT FOR SERVICES ("Agreement") is made by and between the CITY OF STEAMBOAT SPRINGS, Colorado, a municipal corporation (the "City"), and the STEAMBOAT SPRINGS RURAL FIRE PROTECTION DISTRICT, a Colorado special district (the "District").

WHEREAS, the District is a Colorado special district empowered to provide fire protection and emergency medical services within and without its boundaries; and

WHEREAS, the City is a home-rule municipality which is also empowered to provide fire protection and emergency medical services within and without its boundaries; and

WHEREAS, pursuant to prior intergovernmental agreements between the District and the City (the "Existing City/District Services Contract"), the City provided fire protection services to constituents of the District, and the District provided emergency medical services to constituents of the City; and

WHEREAS, the boundaries of the District adjoin a portion of the boundaries of the City; and

WHEREAS, the City owns certain fire protection and prevention equipment, facilities, and properties (the "City Capital Plant"), and the District owns certain emergency medical services equipment, facilities, and properties (the "District Capital Plant"); and

WHEREAS, the City and District desire to enter into this Contract for Services to provide for the operation, management, maintenance, improvement, and financing by the City of all fire protection services and emergency medical services within both the City and the District, under the immediate supervisory control of the City Manager, with the advice and counsel of an Oversight Committee consisting of an equal number of representatives from the City and the District, but reserving ownership of the existing District Capital Plant in the District and the City Capital Plant in the City, providing for joint responsibility of both entities in the setting of rates, fees and charges and in adopting annual budgets for such services, providing for financial contributions by the District to the costs of operation (less revenues received from users or beneficiaries or otherwise) and capital improvements in accordance with formulae related to usage of services and assessed valuation comparison within the City and the District.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings, promises and agreements herein contained, the City and District hereby agree, promise and covenant as follows:

#### <u>ARTICLE I</u>

#### **Definitions**

"Ambulance Barn" shall mean the physical structure, land, and easements owned or leased by the District at 911 Yampa Street and operated by the District and Search and Rescue for purposes of housing, storing, maintaining, and operating Emergency Medical Services equipment and personal property and Search and Rescue personal property, as such Barn may hereafter be improved, expanded or altered, together with all contract rights of the District incidental to the use, protection, repair, and maintaining the Ambulance Barn. Title to the Ambulance Barn is vested in the District and Search and Rescue, as tenants in common.

"CIP" shall mean a written 5-year capital improvement plan for the City and District, prepared by the City and approved by the District, for accomplishing Combined EMS/Fire Protection Expansion during the ensuing 5-year period, to be prepared and updated annually pursuant to the provisions of Sections 2 through 4 of Article XII herein. The initial CIP for the period expiring December 31, 2005, is attached to this Agreement as Exhibit "A," has been approved by the City and District, and is incorporated herein by this reference.

"City" shall mean the City of Steamboat Springs, a home rule municipal corporation.

"City Bonds" shall mean the existing outstanding bonded indebtedness issued by the City prior to the date of this Agreement for purposes of acquiring, constructing, renovating, or improving any part of the City Capital Plant, and shall also mean any refinancing of any such bonds to the extent of replacement of the unpaid principal and accrued interest on the replaced bonds and the costs of issuance of the refinancing bonds as of the time of such refinancing, and shall also mean any new bonds, lease finance arrangements, or other indebtedness of the City issued or obtained by the City pursuant to the provisions of Section 6 of Article XIII.

"City Capital Plant" shall mean the City Fire Stations and all that part of the Combined Capital Plant which is, as of the execution of this Agreement, owned by the City. The City Capital Plant is listed on Exhibit "B" hereto and by this reference incorporated herein.

"City EMS/Fire Protection Regulations" shall mean the City Charter of the City of Steamboat Springs, the Steamboat Springs Revised Municipal Code, and all implementing regulations duly adopted by ordinance of the City Council of the City and relating to fire protection, fire abatement, and Emergency Medical Services.

"City EMS/Fire Protection Reserves" shall mean (i) all those funds of the City as of the commencement of this Agreement which have been designated as fire protection reserve funds, whether restricted or unrestricted, together with (ii) all additions thereto from City funds as may be added from time to time by the City in its sole discretion, and together with (iii) proceeds of any new City bond issue or borrowing made for the purpose of paying the costs of Combined Capital Expansions allocated to the City as provided herein.

"City Fire Stations" shall mean the physical structures, land, and easements owned or leased by the City on Yampa Street and adjacent to Tennis Meadows in Steamboat Springs and operated by the City for purposes of housing, storing, maintaining, and operating fire protection equipment and personal property, as such Stations may hereafter be improved, expanded or altered, together with all contract rights of the City incidental to the use, protection, repair, and maintaining the City Fire Stations.

"Combined Capital Expansion" shall mean acquisitions and major repairs of fire engines, fire ladder trucks, fire pumpers, wildland fire pumpers, tenders, and other equipment used in connection with suppression and abatement or protection against fires; acquisitions and renovations of ambulances and other equipment used in connection with the provision of Emergency Medical Services; and planning and design for, construction, additions to, expansions upon, enlargements of, or renovations or remodeling of facilities for housing, storing, and maintaining fire protection and abatement/suppression vehicles and equipment and Emergency Medical Services vehicles and equipment, and including the cost of new or additional acquisitions of land or real property interests and the cost of buildings, improvements, and facilities constructed or erected thereon and on parcels of real property now owned by the City, such buildings, improvements, and facilities to be used for housing, storing, and maintaining fire protection and abatement vehicles and equipment and Emergency Medical Services vehicles and equipment.

"Combined Capital Costs" shall mean the costs and expense of the City to acquire, renovate, replace, and finance Combined Capital Expansions, together with the costs and expense of the City to design, engineer, finance, administer and accomplish any Combined Capital Expansion.

"Combined Capital Plant" shall mean all corporeal and incorporeal assets now owned and used in connection with the provision of fire protection and abatement services and Emergency Medical Services by either the City or the District, whether as land, easements, buildings, fixtures, vehicles, ambulances, fire engines, ladder trucks, tender or water pumper trucks, computer equipment, and personal property of the City or District used in connection with the provision of fire protection and abatement and Emergency Medical Services, including (but not limited to) the Ambulance Barn and all equipment therein but excluding the Search and Rescue Property, all City Fire Stations and all equipment therein, supplies, office equipment and furnishings at the Ambulance Barn (excluding the Search and Rescue Property) and City Fire Stations, and all other equipment and tangible personal property utilized for fire protection and abatement services or Emergency Medical Services and owned by the City or District, and shall also include the land and buildings and fixtures within the Ambulance Barn (excluding the Search and Rescue Property) and the City Fire Stations and the easements for emergency services owned or used by either the City or District for fire protection or abatement or Emergency Medical Services purposes. "Combined Capital Plant" shall also include all additions, substitutions, replacements, and improvements thereto made by the City during the term of this Agreement, provided that no such additions, alterations, or improvements shall be made to the Ambulance Barn without the prior consent of the District and Search and Rescue. The parties may, but are not required to, agree to a listing of the tangible personal property which is a part of the Combined Capital Plant as of the commencement of this Agreement, and if such listing is agreed to,

then no other tangible personal property of either the District or the City shall be deemed to be a part of the Combined Capital Plant. The "Combined Capital Plant" includes the City Capital Plant and the District Capital Plant and Capital Plant Expansion, but does not include the Search and Rescue Property.

"Consumer" shall mean (i) any user of Emergency Medical Services provided by the City and (ii) any owner or tenant of property which burns and to which the City provides fire abatement or suppression services, and (iii) any person receiving Fire Protection Services provided by the City, whether such services in any such instance are provided within or outside of the boundaries of the District or the City.

"Costs of Operation" shall mean all costs and expense of the City in the administration, operation, maintenance, repair, remodel, renovation, addition to, and insuring of the Combined Capital Plant, and together with all operating costs of providing Fire Protection Services and Emergency Medical Services within and outside of the City including (but not limited to) wages, salaries, benefits, supplies, fuel, insurance premiums, internal charges, and utilities costs, but excluding Combined Capital Costs. "Costs of Operation" shall not include (i) any part of the salary or benefits of any employee or contractor of the City who is not engaged principally and substantially (during the time spent by such employee or contractor on City business) in providing Emergency Medical Services or Fire Protection Services by the City, or (ii) any part of the office or administrative overhead costs incurred by the City which are not principally and substantially incurred in connection with the provision of Emergency Medical Services or Fire Protection Services by the City. "Costs of Operation" shall include the costs of property and liability insurance and utilities at and for the Ambulance Barn including the undivided interest thereof owned by Search and Rescue, and other costs and expenses which are the District's responsibilities under the Search and Rescue/District Agreement.

"District" shall mean the Steamboat Springs Rural Fire Protection District, a Colorado special district.

"District Bonds" shall mean the existing outstanding bonds issued by the District prior to the date of this Agreement for purposes of the acquisition of Emergency Medical Services equipment, and shall also mean any refinancing of any such bonds to the extent of replacement of the unpaid principal and accrued interest on the replaced bonds and the costs of issuance of the refinancing bonds as of the time of such refinancing, and shall also mean any new bonds, lease finance arrangements, or other indebtedness of the District issued or obtained by the District pursuant to the provisions of Section 6 of Article XIII.

"District Capital Plant" shall mean the Ambulance Barn, other than the Search and Rescue Property, together with all that part of the Combined Capital Plant which is, as of the execution of this Agreement, owned by the District. The District Capital Plant is listed on Exhibit "B" hereto and by this reference incorporated herein. The District Capital Plant does not include the Search and Rescue Property.

"EMS/Fire Protection Services Costing Formula" shall mean the percentage of Costs of Operation incurred by the City (not including Combined Capital Costs or the costs for City Bonds or District Bonds) and allocated to the City and District for any semi-annual period of January 1-June 30 or July 1-December 31 determined in the manner set forth in Exhibit "D" attached hereto and by this reference made a part hereof. This will become effective as of January 1, 2002.

"District Separate Revenues" shall mean all revenues, tax receipts, grants, other receipts, and income paid to and received by the District from any source, other than and excluding EMS/Fire Protection Services Revenues and receipts from City Bonds.

"District EMS/Fire Protection Regulations" shall mean Article 1 of Title 32 of the Colorado Revised Statutes, as amended from time to time, and the duly adopted Rules and Regulations of the District. Such Rules and Regulations shall not include the Uniform Fire Code, unless and except to the extent specifically adopted by the Board of Directors of the District.

"District Reserves" shall mean (i) all those funds of the District as of the commencement of this Agreement which have been designated as Emergency Medical Services or District reserve funds, whether restricted or unrestricted, together with (ii) all additions thereto from District Separate Revenues as may be added from time to time by the District in its sole discretion, and together with (iii) proceeds of any new District bond issue or borrowing made for the purpose of paying the costs of Combined Capital Expansions allocated to the District as provided herein.

"Emergency Medical Services" shall mean the prompt and efficient use and application of the Combined Plant by employees of the City to the location and treatment of Consumers within or outside of the City who have an emergency medial condition necessitating Emergency Medical Services by trained EMS personnel, including but not limited to the driving of ambulances to the location of persons needing Emergency Medical Services, the on-site treatment and stabilization of such persons, and the prompt transport of such persons to medical facilities, primarily being the Yampa Valley Medical Center.

"EMS/Fire Protection Revenues" shall mean all revenues received during the term of this Agreement for Emergency Medical Services provided by the City, whether within or outside of the City, together with interest and penalties earned and accrued on the billings for such services, together with all revenues received during the term of this Agreement for Fire Protection Services provided by the City to fires or improvements or properties, whether located within or outside of the City, together with any interest and penalties charged by the City as a result of delinquent payment thereof. In addition, all payments made by Search and Rescue pursuant to the Search and Rescue/District Agreement shall be EMS/Fire Protection Revenues.

"Existing City/District Services Contract" shall mean the Existing City/District Services Contract between the City and District dated June 22, 1992 as extended by mutual agreement.

"Extraterritorial Service Agreement" shall mean a written agreement of the City or of the District to provide Fire Protection Services or Emergency Medical Services, or both, to property or

Consumers outside of the boundaries of both the City and the District, other than the Wildland Fire Agreement and the Search and Rescue/District Agreement.

"Fire Protection Services" shall mean the prompt and efficient use and application of the Combined Plant by employees of the City to the abatement and suppression of fires within or outside of the City of structures, buildings, plants, or material, except only such controlled fires set and controlled by federal officials during any period of pre-emption of suppression of such fires by such officials.

"Interim Year" shall mean calendar year 2001, during which year the parties will in good faith accomplish the transition of operations of the Fire Protection Services and the Emergency Medical Services to the City and commence the operations of the Oversight Committee and budgeting, planning, and financial management in the manner contemplated by this Agreement.

"Oversight Committee" shall mean the advisory committee of representatives from both the City and District created pursuant to Article VIII of this Agreement.

"Search and Rescue" shall mean Routt County Search and Rescue, Inc., a Colorado non-profit corporation.

"Search and Rescue/District Agreement" shall mean the Facility Agreement between Routt County Search and Rescue and Steamboat Springs Rural Fire Protection District, executed by the District on March 2, 1998, and by Search and Rescue on November 1, 1997, and all amendments and supplements thereto as may hereafter be adopted.

"Search and Rescue Property" shall mean all real and personal property of Search and Rescue, including (but not limited to) the "tenants in common" interest in and to the Ambulance Barn and the right to use and occupy a portion of such Ambulance Barn in accordance with and all equipment of Search and Rescue located or stored at the Ambulance Barn pursuant to the Search and Rescue/District Agreement.

"Wildland Fire Agreement" shall mean the Third Amended and Restated Memorandum of Understanding (Intergovernmental Agreement) dated as of May 8, 2000, among the District, the Board of County Commissioners of Routt County, the City, the Routt County Sheriff, North Routt Fire Protection District, West Routt Fire Protection District, Oak Creek Fire Protection District, Yampa Fire Protection District, Craig Rural Fire Protection District and Search and Rescue, and Routt County, which provides for certain terms, covenants and agreements regarding the suppression of wildland fires within Routt County.

# ARTICLE II Statement of Intent

It is the intention of the City and District that, under the terms of this Agreement and after the Interim Year, the City will operate, manage, maintain, alter and improve (i) Fire Protection Services within the boundaries of the City and the District, and (ii) Emergency Medical Services within the boundaries of the City and the District, all in conformance with City EMS/Fire Protection Regulations and District EMS/Fire Protection Regulations, and under the name and title of the City. It is further intended that fire protection and ambulance services will be furnished in the same manner within the City and the District except: (a) where such like treatment is impossible or impractical; or (b) as otherwise expressly provided in this Agreement. The parties intend that, after the Interim Year, all revenues from the provision of emergency medical services shall, until billing and collection is assumed by the City with the agreement of both parties, be billed and collected by the District and paid over on a periodic basis to the City, less expenses of collection, and that all other EMS/Fire Protection Services Revenues shall be billed and collected by and paid to the City. It is the desire of both parties that the operations and maintenance of the Combined Capital Plant by the City will accomplish a combined cost savings from efficiencies of operations. It is also the desire of both parties that they will cooperate with each other to accomplish a smooth transition from separate operations to the City operations within the Interim Year.

The City and the District acknowledge that the District is not consolidating into the City. Therefore, the District retains independent control over its reserves, property tax receipts, receipts from issuance of District bonds or other indebtedness, and to determine whether or not to withdraw from and terminate this Agreement. The parties further intend that the setting of rates and the adoption of budgets and CIP's shall be a joint responsibility of the parties. The parties further intend that the prior agreements between the City and District shall be superseded by this Agreement, except as specifically set forth in this Agreement.

#### **ARTICLE III**

# Transfer of Possession, Use and Control of District Capital Plant

Section 1. The District will during the Interim Year transfer possession, use and control (but not ownership) of the District Capital Plant to the City for the duration of this Agreement. Such transfer does not include the Search and Rescue Property. The District shall retain legal ownership of the District Capital Plant, but exclusive possession, use and control of such District Capital Plant shall be vested in the City, subject to the terms of this Agreement. With respect to the Ambulance Barn, the City will possess and control physical space within such Ambulance Barn in accordance with the Search and Rescue/District Agreement.

<u>Section 2</u>. The City shall continue to have exclusive ownership, possession, use and control of the City Capital Plant.

Section 3. After the turnover of the District Capital Plant to the City during the Interim Year, the City shall manage and operate the Combined Capital Plant as a complete and single unit for the purpose of providing central municipal fire protection and suppression services and municipal emergency medical services to Consumers within the City and within the District, and to such Consumers outside of the City and District as to which the City deems prudent.

Section 4. The City shall operate the Combined Capital Plant under the name of the City.

#### ARTICLE IV

#### Fire Protection Services

<u>Section 1</u>. The City will furnish Fire Protection Services to Consumers and properties of the City and the District from the Combined Capital Plant.

Section 2. The District agrees to use Fire Protection Services supplied by the City through the Combined Capital Plant for District Consumers exclusively during the term of this Agreement, except for wildland fires within the District which are covered by the Wildland Fire Agreement, unless the District and City no longer participates as parties in the Wildland Fire Agreement Not withstanding the above, the City will continue to provide Fire Protection Services to the District.

Section 3. The City will manage, operate and maintain the Fire Stations, and shall be entitled to utilize all land, building, and space within or outside of any Fire Station for such Fire Protection Services purposes. Such Fire Stations shall not, however, be used for purposes other than Fire Protection Services or Emergency Medical Services.

#### ARTICLE V

#### **Emergency Medical Services**

<u>Section 1</u>. After the turnover of the District Capital Plant to the City during the Interim Year, the City will furnish Emergency Medical Services to Consumers of the City and the District from the Combined Capital Plant.

Section 2. After the turnover of the District Capital Plant to the City during the Interim Year, the District agrees to use Emergency Medical Services supplied by the City through the Combined Capital Plant for District Consumers exclusively during the term of this Agreement.

Section 3. After the turnover of the District Capital Plant to the City during the Interim Year, the City will manage, operate and maintain the Ambulance Barn (other than the Search and Rescue Property) pursuant to the Search and Rescue/District Agreement, and shall be entitled to utilize all space within the Ambulance Barn allocated to the District pursuant to the Search and Rescue/District Agreement, for such Emergency Medical Services purposes. However, notwithstanding the preceding sentence, the District reserves without cost the board room and one office on the second

floor of the Ambulance Barn, with full right of access thereto, for the operations of the District and its personnel and for the billing and collecting of Emergency Medical Services revenues. Further, the City will cooperate in good faith with Search and Rescue with respect to adjustments to the allocated space within the Ambulance Barn used from time to time by Search and Rescue. After the turnover of the District Capital Plant to the City during the Interim Year, the City assumes and agrees to perform the obligations of the District under the Search and Rescue/District Agreement, as Costs of Operation.

Section 4. During the term of this agreement, the City suspends the application of the condition contained in Exhibit "B" to the Quit Claim Deed recorded in Book 680, Page 2372, Routt County records. The City agrees that the District's reservation of space in the Ambulance Barn under Section 3 above will constitute use by the District of the Ambulance Barn during this Agreement, so that title to the Ambulance Barn shall not revert to the City during the Term of this Agreement.

#### ARTICLE VI

#### General Covenants Regarding Services

<u>Section 1</u>. The parties recognize that the City's ability to provide Fire Protection Services or Emergency Medical Services within the City and the District may be restricted under laws, regulations or orders of the Federal or State authorities. If so restricted, such restrictions shall be applied uniformly to all Consumers, whether within or outside of the City.

Section 2. Except for the Wildland Fire Agreement, the Search and Rescue/District Agreement, the Existing City/District Services Contract, and the mutual aid agreements of the District with other parties as identified on Exhibit "F" hereto, neither of the parties has heretofore entered into Extraterritorial Service Agreements with property owners or governments or units outside of its respective boundary. After the turnover of the District Capital Plant to the City and during the Interim Year, the City assumes and agrees to perform during the term of this Agreement, for and on behalf of the District, the Search and Rescue/District Agreement. If the City determines, in its discretion, to continue with and be bound, as the City, to the Wildland Fire Agreement, then the City shall also assume and agree to perform, for and on behalf of the District and as agent for the District and as a part of Costs of Operation, such portions of such Wildland Fire Agreement as are applicable to the District. If the City determines, in its discretion, to terminate the participation and obligation of the City in the Wildland Fire Agreement, then the City shall promptly notify the District of such fact and, contemporaneously with termination of such participation by the City, the District shall also terminate the District's participation and obligation of the District in the Wildland Fire Agreement. After the turnover of the District Capital Plant to the City during the Interim Year, the City and District agree that the Existing City/District Services Contract shall be terminated and will be superseded by this Agreement. Each party hereto agrees not to enter into or amend any new Extraterritorial Service Agreement for the provision of Fire Protection Services or Emergency Medical Services outside of its respective boundary without the prior consent of the other party, whose consent may be withheld in the sole discretion of such other party.

Section 3. The City and District acknowledge that, in order to promote efficiency, reduce expenses, and preserve the health, safety and welfare of the public, the Combined Capital Plant within the City should be managed, operated and maintained in strict conformity with the City EMS/Fire Protection Services Regulations and the Combined Capital Plant within the District should be managed, operated and maintained in strict conformity with the District EMS/Fire Protection Services Regulations, subject to Section 7 of Article VIII below. Therefore, the Board of Directors of the District hereby delegates to the City the authority and power and responsibilities specified, delegated, and assigned to the Manager of the District pursuant to the District EMS/Fire Protection Services Regulations, as hereafter may be amended, as a Cost of Operation. The District agrees to cooperate with and assist the City in the enforcement of the District EMS/Fire Protection Services Regulations within the District.

<u>Section 4</u>. The City will comply with applicable Federal and State law in the furnishing of Fire Protection Services and Emergency Medical Services to Consumers within the City and District, and shall also comply with the provisions of the City EMS/Fire Protection Services Regulations and the District EMS/Fire Protection Services Regulations not in conflict therewith, subject to <u>Section 7</u> of Article VIII.

Section 5. The City may adopt any protective or security measures for the public health, safety, and welfare, which the City deems advisable or desirable for the benefit of the Consumers of the City, in any manner that the City may see fit. The District may adopt any protective or security measures with respect to the provision of Emergency Medical Services and/or Fire Protection Services which the City deems advisable or desirable for the benefit of the Consumers of the District, in any manner that the District may see fit, provided, however, that each such measure shall first have been approved by the Oversight Committee. The Oversight Committee may recommend to the District that additions to or changes of the District EMS/Fire Protection Regulations be made in order that regulations relating to Emergency Medical Services and Fire Protection Services within the District be compatible with those within the City, in which event the Board of Directors of the District will in good faith consider the adoption of such additions or changes.

Section 6. The District has adopted the International Fire Code, 2003 edition. The parties agree to coordinate their adoption of updates to or replacements for the International Fire Code. Enforcement of the approved model fire code will be performed by the Fire Prevention Division of the City's Department of Public Safety Services if the District has adopted the same model fire code as the City. During the Interim Year, the District will pay the costs of hiring, equipping and supplying one (1) full-time Fire Inspector, and one (1) half-time Staff Assistant I for the purpose of providing Uniform Fire Code enforcement within the District. (Cost estimate \$109,922 per memo of December 13, 2000). After the Interim Year, all costs for Emergency Medical Services and Fire Protection Services (including enforcement) will be included in the Costs of Operation and will be allocated according to the Costing Formula.

#### **ARTICLE VII**

#### Further Obligations and Responsibilities of the Parties

<u>Section 1</u>. Any enlargement of the District boundary by the inclusion or annexation of real property shall be subject to the prior approval of the City, as evidenced by Resolution adopted by the City Council. Notwithstanding the foregoing, inclusions and annexations into the District of property constituting enclaves and totally surrounded by the District shall not require any prior approval of the City. All property annexed and included into the District, and all Consumers therein, shall be subject to the terms of this Agreement. Any fee or charge imposed and collected by the District for annexation of lands into the District or exclusion of lands from the District shall be District Separate Revenues and shall not be deemed to be part of the EMS/Fire Protection Revenues.

Section 2. Any petition for the enlargement of the City boundary by the inclusion or annexation of real property which is within the District shall be referred to the District Board of Directors at least 14 days prior to consideration and action by the City Planning Commission and at least 30 days prior to consideration and action by the City Council thereon. The District may provide written recommendations to the City in regard to such petition. All properties annexed or included into the City, and all Consumers thereon, shall be subject to the terms of this Agreement.

Section 3. The District agrees to deannex any property within the District which is annexed into the City unless there is a bonded indebtedness of the District, which indebtedness requires that the property remain in the District to provide security for repayment of the debt. Notwithstanding the foregoing, the District covenants to deannex the property annexed into the City at such time as the bonded indebtedness is paid off and the lien against the property is extinguished. Pursuant to C.R.S. sections 32-1-502 and 503.

Section 4. If property within the District is annexed into the City and remains within the District, and if thereafter the City shall provide Fire Protection Services or Emergency Medical Services to persons or property located within such property, then for purposes of the allocations of costs and cost sharing formulae contained in this Agreement, such Services shall conclusively be deemed to have been rendered within the District and the City, and shall be allocated 50% to the District, and 50% to the City.

Section 5. The parties acknowledge that the District does not require the City to provide Fire Protection Services or Emergency Medical Services to persons or property located outside of the boundaries of both the City and the District, and if the City shall choose to do so in any instance, that the cost and expense thereof should not be allocated to the District. Therefore, if the City shall provide Fire Protection Services or Emergency Medical Services to persons or property located outside the boundaries of both the City and the District, then for purposes of the allocations of costs and cost sharing formulae contained in this Agreement, such Services shall conclusively be deemed to have been rendered within the City itself, and shall be allocated to the City.

#### **ARTICLE VIII**

#### Oversight Committee

<u>Section 1</u>. The City and District hereby establish the Oversight Committee which shall consist of the following members:

- (a) One member of the City Council, designated by the City Council;
- (b) Two members of the Board of Directors of the District, designated by such Board; and
- (c) The City Manager of the City, or if designated by the City Manager in lieu thereof, the Director of Public Safety of the City.

Each member of the Oversight Committee serves thereon at the pleasure of the Board or Council which designated him or her, and may at any time be replaced by resolution of the designating Board or Council, respectively. Any vacancy on such Committee shall be filled by the entity entitled to designate the vacant member.

Section 2. The Oversight Committee shall have authority to formulate and recommend policy relating to the Combined Capital Plant or any matter provided for in this Agreement, including any amendments to this Agreement, and to advise and counsel the Board of Directors of the District and the City Council, but such Committee has no power or authority to finalize any such policy or matter or take any action which would be or become, with the passage of time, binding upon the District or the City. Instead, the Oversight Committee shall only advise and counsel the City Council and the Board of Directors of the District, and provide from time to time its recommendations to the District Board of Directors and to the City Council.

Section 3. The Oversight Committee shall have no authority to hire or fire the Director of Public Safety, the Fire Chief, the Manager of Emergency Medical Services, or any other employee of the City, or to set the employment terms or supervision of any of them, all of which are reserved to the discretion of the City.

<u>Section 4</u>. The Oversight Committee shall elect on an annual basis a president of such Committee who shall be either a member of the City Council or a Director of the District, and shall be elected by majority vote of members of the Oversight Committee. The term of such president shall be for one year and for so long thereafter until his or her successor is elected and shall be qualified.

Section 5. The Oversight Committee shall meet from time to time but not less frequently than once every 3 months. Notice by telephone, e-mail, or FAX transmission of the time, date and place of each meeting of the Oversight Committee shall be given at least 24 hours in advance of such meeting by the president or secretary of the committee to the City Manager and to the office of the Board of Directors of the District, and shall be posted in writing at a public place within the District. Meetings of the Oversight Committee shall be open to attendance by the public pursuant to the Colorado Open Meetings Law, C.R.S.§§ 24-6-401 et seq.

<u>Section 6</u>. No member of the Oversight Committee shall be compensated separately for his or her services as such member of such Committee.

Section 7. If any provision of the District EMS/Fire Protection Services Regulations is inconsistent with or in conflict with any provision of the City EMS/Fire Protection Services Regulations as applied to any circumstance or occurrence or present or proposed course of conduct by the City or the Oversight Committee, then the Oversight Committee may recommend an appropriate course of conduct for the District or City, in light of such inconsistency or conflict, but such recommendation shall not be binding upon the City or the District. If requested to do so by the Oversight Committee, the City Council of the City or the Board of Directors of the District shall consider amending their applicable Regulations to eliminate such conflict or inconsistency, but nothing herein shall be deemed to require either the City or the District to adopt any such amendment.

#### ARTICLE IX

#### Manager and Personnel

Section 1. After the turnover of the District Capital Plant to the City during the Interim Year, the City shall be responsible for the efficient and proper operation, management, repair, remodel, additions and changes to, deletions and disposition of, and maintenance of the Combined Capital Plant, provided that the City may not add to, change, delete, or dispose of the Ambulance Barn without the prior consent of the District and the Search and Rescue.

Section 2. After the turnover of the District Capital Plant to the City during the Interim Year, the City Manager shall hire and terminate all other employees of the City whose job descriptions include performance of Fire Protection Services or Emergency Medical Services or other services ancillary thereto, shall determine the job description of each such employee, and shall set the terms and conditions of employment, subject to constraints and provisions of the budget of the Fire Protection and Emergency Medical Services enterprises of the City.

Section 3. Until the turnover of the District Capital Plant to the City during the Interim Year, employees of the District shall continue to be employed and supervised by the Board of the District and its manager. After the turnover of the District Capital Plant to the City during the Interim Year, all employees of the District engaged, in whole or in part, in the work of providing Emergency Medical Services to Consumers of the District and the City, shall be offered employment by the City to be effective on January 1, 2002, upon terms of compensation substantially similar to their present compensation with the District, except with respect to any pension plan or health and hospitalization plan coverage; provided, however, that such employment shall be on the condition that such employment may be terminated without cause by the City for purposes of reduction in force (RIF) in the event this Agreement is terminated. Any employee of the District who is hired by the City shall be assigned to such employment position and be required to perform such duties as are determined by the City Manager, without regard to the prior duties or responsibilities of such employee with the District. Each employee of the District who is hired by the City shall be subject to the existing terms

and conditions of the City's employment policies and shall be entitled to receive the benefits of the pension/retirement plans and health and hospitalization plan and other employee benefit plans provided by the City to its own employees. District employees who consent to be hired by the City within 60 days of this Agreement shall retain their seniority vis-a-vis other District employees likewise hired by the City, and the seniority of such employees shall be incorporated into the seniority of all City employees, the same as if the commencement dates of employment of such District employees originally with the District had been with the City instead. This Agreement shall not, however, be deemed to be an employment contract or provide any third-party benefits to any employee of the District or any other person. Personnel of the District necessary for the billing and collection of Emergency Medical Services revenues shall continue to be employed by the District until such services are taken over by the City upon mutual agreement of the parties, and the wages and benefits of such personnel shall be Cost of Operation and paid or reimbursed by the City.

Section 4. In the discretion of the City Manager, City personnel in the Fire Protection Services and Emergency Medical Services areas may be assigned to a work location anywhere within those services. In the event the City determines that there is insufficient office space to accommodate all District personnel, then the City may construct expanded office space at any location within or outside of the City as a Combined Capital Expansion, which shall be deemed to be an addition to the Combined Capital Plant, and the costs of which shall be allocated and subject to the provisions of Article XII.

#### ARTICLE X

#### Management, Maintenance and Operation

Section 1. After the turnover of the District Capital Plant to the City during the Interim Year, the City agrees to operate and to provide all maintenance and repairs to the Combined Capital Plant, including the Ambulance Barn. Before assuming responsibility for the Ambulance Barn, the City shall have the right to engage a professional inspection of the Ambulance Barn, at the City's expense, to determine whether there are repairs or renovations necessary to restore the building to good working order. The District agrees to perform such repairs or renovations at no cost to the City. Such maintenance and repairs shall include all repairs, maintenance, remodeling and renovation as are required or appropriate for such Plant and its components on a periodic basis to function and perform consistently and without material breakdown, including all labor and materials, and shall also include all replacements of vehicles and equipment and personal property within the Combined Capital Plant, but excluding the personal property portion of the Search and Rescue Property. Such work by the City shall be made on a non-discriminatory basis among elements of such Combined Capital Plant, without regard to whether the maintenance or repair is within or outside of the City, and without regard to whether or not repairs are necessitated as a result of improper design or installation. With respect to the District Capital Plant as exists on the date of execution of this Agreement, after the turnover of the District Capital Plant to the City during the Interim Year, the District shall have no responsibility or liability for maintenance, repair, remodeling, renovation or replacement of such District Capital Plant or the Combined Capital Plant during this Agreement.

Section 2. The District hereby grants and conveys to the City non-exclusive licenses for the term of this Agreement for operation, maintenance, inspection, and repair, of the Ambulance Barn and the District Capital Plant, together with a right of reasonable ingress and egress across District property to accomplish the same.

Section 3. During the term of this Agreement and for the purposes of performing the City's obligations hereunder, the District hereby grants to the City, as agent of the District, the right and license to utilize all property, easements, licenses, permits, prescriptive rights, and contracts owned by the District for access to or for operation, maintenance, inspection, use and repair of the District Capital Plant and the Ambulance Barn, and the right and license to enter upon and have access over and through all lands and properties of the District for such purposes.

#### **ARTICLE XI**

#### Retention of Debt; District Separate Revenues

Section 1. Except as herein set forth, each party shall remain obligated to pay and discharge its bonded debt and other borrowings made prior hereto with respect to the Combined Capital Plant. The City does not assume and shall have no liability to pay any bonds or indebtedness of the District, and the District does not assume and shall have no liability to pay any bonds or indebtedness of the City. However, the parties acknowledge that the District is obligated to pay bond payments in 2001 on the District Bonds, and the City is obligated to pay to the District one-half of such bond payments in 2001 as and when the payments are due. EMS/Fire Protection Services Revenues shall not be applied in payment of City Bonds or District Bonds.

Section 2. The District will retain and use for any lawful purposes the District Separate Revenues.

#### ARTICLE XII

#### CIP; Additions to Combined Capital Plant; Combined Capital Costs

Section 1. Ownership of the assets within the District Capital Plant shall during the term of this Agreement remain with the District, subject to the right and responsibility of the City to use, possess, improve, maintain, repair and operate such assets (other than the Search and Rescue Property) pursuant to this Agreement. Ownership of the assets within the City Capital Plant shall during the term of this Agreement remain with the City. Ownership of Capital Plant Expansion is governed by Sections 5 and 6 of this Article XII.

Section 2. The District Board of Directors and the City Manager have prepared as of the execution of this Agreement the CIP for proposed Combined Capital Expansion for the period commencing upon execution hereof and continuing through 2005, a true copy of which is annexed to this Agreement. By July 1, 2001, and in similar manner every year thereafter, the City Manager shall prepare and submit to the Oversight Committee the CIP for the ensuing 5-year period, and shall

provide such proposed CIP to the Board of Directors of the District. Each such CIP shall add the capital improvement plan with proposed Combined Capital Costs thereof for the new 5th year of such revised CIP, and shall contain any appropriate modifications of the previous capital improvement plan with proposed Combined Capital Costs for the ensuing other four years. Each such CIP shall include a narrative portion describing in summary fashion the proposed components and location of such Combined Capital Expansions, and shall also include a pro forma budget summary setting forth on an annual basis the anticipated Combined Capital Costs and the allocation thereof between the District and City pursuant to the provisions of this Article XII during such 5-year period. Each such CIP will be reviewed by the Oversight Committee, which may recommend to the City Council and the District Board of Directors such changes or additions thereto as such Committee deems necessary or appropriate. After such review by such Committee, but not later than August 1, the CIP and any recommendations of the Committee will be forwarded by the Oversight Committee to the Board of Directors of the District and to the City Council. The City Council and the Directors of the District will consult in good faith and with due diligence regarding the CIP and the recommendations of the Oversight Committee with respect thereto, and will make all reasonable efforts to achieve agreement on the form and content of the final CIP by not later than the following November 1. Such CIP is not binding upon either the City or the District until and unless approved in identical form by ordinance of the City Council and resolution of the Directors of the District. The CIP annexed to this Agreement for the period ending on December 31, 2005, is approved by both the City and the District. No additions to, alterations in, or structural modification of the Ambulance Barn shall be made by the City without the prior consent of the District and Search and Rescue.

<u>Section 3</u>. The CIP will be reviewed and updated annually by the District and the City in connection with the consideration and adoption by the City of its annual budget and the consideration and adoption by the District of its annual budget, and such review and update shall be accomplished in the same manner as the procedure for the review and approval of the original CIP as described in <u>Section 2</u> of this Article XII above. Any proposed Combined Capital Expansion proposed by the City and not included within or in conformance with the approved CIP shall first be approved by the City Council and the Board of Directors of the District by resolution.

Section 4. Notwithstanding a CIP, the City may upon written notice to the District acquire, construct, or obtain equipment, vehicles, fixtures, or property used or to be used to provide Emergency Medical Services or Fire Protection Services which are not scheduled on the CIP and which is or will be paid for entirely by the City from its funds separate and apart from EMS/Fire Protection Services Revenues and Combined Capital Costs. In such event such expenditure and such acquisition or construction by the City shall not be deemed to be part of the Combined Capital Expansion, the expense thereof shall not be deemed to be Combined Capital Costs, the District shall have no responsibility, direct or indirect, for the costs of such acquisition or construction, and the expense of repair, maintenance, or alteration thereof shall not be part of Costs of Operation. The City reserves at all times the right, power and authority to acquire or construct such equipment, vehicles, fixtures, or property independent from the District and with separate City funds, provided that the City shall not expend EMS/Fire Protection Services Revenues or any Combined Capital Costs in doing so.

Section 5. In the event any asset in the Combined Capital Plant is replaced, remodeled, renovated or altered by the City, such asset nevertheless shall remain owned by the entity owning the same at the outset of this Agreement, subject to the possession and use rights of the City hereunder. In the event any asset is replaced by the City, whether by a similar or different asset, such replacement shall likewise be owned by the owner of the asset which was replaced. In the event an asset is sold or disposed of by the City, the net consideration from such sale or disposition shall become a part of the reserves of the party which owned such asset prior to its sale or disposition, and if part of the District's reserves, shall be paid over by the City to the District. In order to assist the accounting by the District for any changes in the District Fire Protection Services Plant during this Agreement, the City will notify the District quarter-annually of the sale or disposition by the City in the preceding quarter of any assets of the District which were a part of the Combined Capital Plant, or the acquisition by the City of any new District Fire Protection Services Plant or any new Combined Capital Plant allocated to the District.

Section 6. Each real and personal property asset acquired by the City and becoming part of the Combined Capital Expansion shall be owned by (and, when applicable, titled in the names of) both the City and the District, as tenants in common, and the ownership interest thereof in the District (the "District's Ownership Interest") shall be determined as of the time of acquisition to be (i) the District EMS/Fire Protection Services Costing Formula percentage for the applicable 6-month period during which such asset is acquired, or (ii) 33.33%, whichever is greater, regardless of the location of such asset. In the event the District acquires, constructs, or obtains equipment, vehicles, fixtures, or property, which is or will be paid for entirely by the District, such expenditure and acquisition or construction by the District shall not be deemed to be part of the Combined Capital Expansion and the expense thereof shall not be deemed to be Combined Capital Costs. The District reserves at all times the right, power and authority to acquire or construct such equipment, vehicles, fixtures, or property independent from the City and with District funds.

Section 7. The District shall reimburse semi-annually on March 1 and September 1 to the City the District's allocated share of the Combined Capital Costs of Combined Capital Expansions incurred by the City pursuant to the current approved CIP during the preceding 6 months. The City shall provide upon execution of this Agreement and semi-annually on February 1 and August 1 of each year during the term of this Agreement an accounting of (i) the Combined Capital Costs of Combined Capital Expansions incurred by the City pursuant to the current approved CIP during the preceding January 1-June 30 or July 1-December 31 semi-annual period, as applicable, including itemization of such Costs and description of the property acquired, improved, or changed during such 6-month period, and (ii) any expenditures of the City pursuant to Section 4 above, including the amount of such expenditures and the property thereby acquired or changed. The District shall have no responsibility to reimburse the City for any cost or expense which was not included in the approved CIP. The District's allocated share of Combined Capital Costs shall be determined to be (i) the District EMS/Fire Protection Services Costing Formula for the applicable 6-month period, or (ii) 33.33%, whichever is greater. All of the Combined Capital Costs not allocated to the District shall be the responsibility and obligation of the City, without contribution from the District.

Section 8. In the event of termination of this Agreement, the additions to the Combined Capital Plant shall be appraised as of such termination date at their fair market values (which may or may not be depreciated value) by an appraiser unanimously selected within 30 days of termination by the Oversight Committee. After any notice of termination of this Agreement is given by one party to the other, the Oversight Committee shall promptly convene and shall, with due diligence and in good faith, proceed to allocate between the City and the District the ownership and possession, after the effective termination date, of the equipment, vehicles, and movable personal property added to the Combined Capital Plant during the Term of this Agreement, based upon the appraised fair market value of such items and the ownership percentage in each such asset as between the District and the City pursuant to Section 6 of this Article XII. The allocation decisions of the Oversight Committee shall be subject to ratification and confirmation by the City Council and the Board of Directors of the District. In making such allocation of movable assets between the parties, the Oversight Committee shall use its best efforts collectively to allocate to the District fire suppression vehicles and equipment, including one or more fire engines and/or pumper trucks, to the end that the District will own one or more fire suppression vehicles which it may use in the commencement of fire protection and suppression services within the District after the effective termination date. All personal property additions acquired by the City as part of Combined Capital Costs funded by the City and the District during this Agreement shall upon acquisition be deemed Combined Capital Expansion, and upon termination of this Agreement shall be subject to the allocation provisions of this Section 8. With respect to all new fixtures to real property and all land or real property interests acquired as Combined Capital Costs and by this Agreement deemed to be Combined Capital Expansion, upon termination of this Agreement, each such property or property interest within the Combined Capital Expansion acquired by the City as a Combined Capital Cost shall be appraised as of such termination date at its fair market value for its highest and best use by an appraiser unanimously selected within 30 days of termination by the Oversight Committee, and the City shall within 90 days after such termination arrange to pay to the District the District's Ownership Interest of the appraised value of each such new or acquired fixture or real property interest.

#### **ARTICLE XIII**

#### Rates for Charges; Financial Matters

<u>Section 1</u>. Neither the City nor the District shall ever discriminate against Consumers within the District with respect to the uniform application of rates and the charges for Emergency Medical Services or Fire Protection Services provided by the City within the City or within the District. The rates and charges for such Services shall be uniform and applied without discrimination or differentiation between Consumers within the City and Consumers within the District.

Section 2. Until mutually agreed by the District and the City, all EMS/Fire Protection Revenues shall be billed and collected by the District. The District shall account to and pay over to the City on a periodic basis not less frequently than quarter-annually the EMS/Fire Protection Revenues billed and collected by the District, less the actual cost of the District for such billing and collection. The parties acknowledge that it is the intent and expectation of the parties that the responsibility for billing and collection of EMS/Fire Protection Revenues will be transferred from the District to the

City, at such time as the District and City mutually agree that the City has resources and experienced personnel to accomplish such billing and collection in the manner previously accomplished by the District.

Section 3. The rates, fees, and charges for Emergency Medical Services and for Fire Protection Services shall be set, determined, and amended in the following manner: The City Manager shall prepare periodically and submit to the Oversight Committee a proposed schedule of rates, fees, and charges for Emergency Medical Services and for Fire Protection Services. The Oversight Committee will review such proposed schedule and make such changes thereto as are deemed reasonable and necessary by the Committee. Thereafter, the Committee shall refer such schedule, along with the recommendations of the Committee, on to the City Council and the Board of Directors of the District. Such schedule shall become in full force and effect within and outside of the City upon the approval thereof by resolution of the City Council and the Board of Directors of the District. If more than 12 months has passed since the last joint approval of a schedule of rates, fees and charges, the City shall be entitled unilaterally to increase such rates, fees and charges every 12 months by the increase in the cost of living for urban consumers, Denver-Boulder index, "all items," Bureau of Labor Statistics.

Section 4. The City shall allocate to the District a share of the net Costs of Operation of the Fire Protection Services and Emergency Medical Services of the City, such share for any quarterly period to be (i) the Costs of Operation of the City for such quarterly period, less the EMS/Fire Protection Revenues received by the City during such quarterly period, times (ii) the District EMS/Fire Protection Services Costing Formula for such quarterly period. The City shall bill the District for such allocation on a quarterly basis, and the District shall pay such billing to the City within 30 days of receipt thereof. During such 30-day period, the City shall cooperate fully with the District and its directors, employees, and agents, in verifying and confirming the accuracy of the Costs of Operation, the EMS/Fire Protection Revenues, and the application of the District EMS/Fire Protection Services Costing Formula, and the District directors, employees, and agents shall have access to the books and records of the City with respect to Costs of Operation and EMS/Fire Protection Revenues for purposes of such verification. If the District does not agree with the calculations or billing of the City to the District, the District shall nevertheless pay such billing at the end of such 30-day period, but such payment shall not be a waiver of the right of the District to exercise all remedies available at law or in equity to recover any amounts wrongfully, erroneously, or incorrectly paid to the City.

<u>Section 5</u>. All of the Costs of Operation of the Fire Protection Services and Emergency Medical Services of the City not allocated to the District pursuant to <u>Section 4</u> of this Article XIII shall be the sole and exclusive cost and expense of the City, without right of contribution from the District.

Section 6. The District may during the term of this Agreement borrow money, including by issuance of the District's new revenue or general obligation bonds, for the purpose of paying for the portion of the Combined Capital Costs allocated to the District. Such part of the proceeds of any such bond issue which the District desires to be expended to pay the Combined Capital Costs allocated to the District shall be paid to and deposited with the City as and when the District is required to pay such District share pursuant to the provisions of Section 7 of Article XII above. Such

District bond issue shall be deemed to be a part of the District Bonds and the proceeds of such issue shall be paid to the District. The City may during the term of this Agreement borrow money, including by issuance of the City's new revenue or general obligation bonds, for the purpose of paying for the portion of the Combined Capital Costs allocated to the City and/or for the acquisition of real property to be used in connection with Fire Protection Services and/or Emergency Medical Services by the City. All of the proceeds of any such bond issue received by the City shall be deposited with the City, and such City bond issue shall thereafter be deemed to be a part of the City Bonds. Neither party is compelled or obligated by this Agreement to issue any bonds or borrow any funds, such decision in each instance being reserved completely and respectively in the Board of Directors of the District and the City Council, as applicable. Payment of principal and interest on existing and new bonds is not a Cost of Operation or Combined Capital Costs.

Services revenues pursuant to Section 2 of this <u>Article XIII</u> above, the District does hereby make and constitute the City as the agent of the District to collect from Consumers within the District the City charges for Emergency Medical Services rendered to such Consumers within the District. The City shall be entitled, as agent of the District, to exercise all rights, privileges and remedies which are granted and permitted to the City or to the District under the District EMS/Fire Protection Services Regulations for collection and enforcement of collection of such fees and charges outside of the City.

Section 8. The City does not at the present time impose any mill levy. The District at the present time imposes annually a mill levy (i) for payment of District Bonds, (ii) for operations of the District, and (iii) for capital acquisitions of the District. The District shall continue to impose its mill levy for operations and may, in its discretion, obtain consent of its electors for increases in such mill levies and for issuance of new bonds for payment of costs required to be paid by the District pursuant to this Agreement.

#### ARTICLE XIV

#### Budgets and Audits; Reserves

<u>Section 1</u>. The City need not segregate any of its receipts or revenues, from whatever source, but may commingle the same, subject to the limitations of Article XIII above.

Section 2. The City presently has funds in reserves with respect to its provision of Fire Protection Services. The District presently has funds in reserves with respect to its provision of EMS Services. The amount of reserves of each party shall remain the sole and separate property of such party, and need not be paid over to the other party.

Section 3. The City Manager shall prepare annually and submit to the Oversight Committee a proposed operating budget of revenues and expenditures for the Fire Protection Services and Emergency Medical Services of the City for the ensuing calendar year. The Oversight Committee will review such proposed operating budget and refer such budget, along with the recommendations of the Committee, on to the City Council and the Board of Directors of the District by not later than

September 30 of each year. The operating budget of the City for Fire Protection Services and Emergency Medical Services of the City for the ensuing calendar year shall be (a) the operating budget approved by the City Council and the Board of Directors of the District, with such modifications as may be approved by the City Council and Board of Directors, or (b) 105% of the most recent calendar year operating budget last approved by the City Council and the Board of Directors, or the maximum amount permitted under TABOR, whichever is lower. In the absence of agreement by the City Council and the Board of Directors, the City shall adopt an operating budget equal to 105% of the most recent operating budget approved by both such entities for the City or the maximum amount permitted under TABOR, whichever is lower, and shall operate on the basis of such budget for the ensuing calendar year.

Section 4. Each party will notify the other in writing at least 30 days in advance of any final consideration by either the District Board of Directors or the City Council of amendments or supplements to approved budgets which will or may, with the passage of time, adversely affect the reserves or tangible assets of the other party, or the performance by the other party under this Agreement. Such notification will include the proposed budget amendments or supplements and a brief description of the possible adverse affect of each on or to the other party. The other party will be afforded a reasonable opportunity to present its recommendations or objections to the governing board of the party proposing such amendment or supplement.

Section 5. The District shall provide to the City the audit report of the District as soon as the same is available to the District, and shall provide the opportunity for the City Manager or his designee to appear and comment upon such audit prior to the approval thereof by the Board of Directors of the District.

#### ARTICLE XV

#### Term and Termination

This Agreement shall commence on the effective date on the enabling City Ordinanace, and shall continue through December 31, 2002, and shall be automatically renewed for consecutive 2-year rolling periods thereafter unless either the District or the City shall give written notice to the other before July 1 of any year of the election of such party to terminate this Agreement, in which event this Agreement shall terminate at 11:30 p.m. on December 31 of the year after the year in which such notice was given. The election to terminate this Agreement must be approved by a majority of all the members of the City Council or Board of Directors, as applicable. An election to terminate by the City must be by resolution of the City Council. An election to terminate by the District must be by resolution of the Board of Directors. Termination by the City, upon action of the City Council, or termination by the District, upon action by the Board of Directors, may be for any reason, or without reason, in the sole and independent discretion and authority of the District or City, respectively. The District and City recognize, however, that failure to maintain financial soundness or quality of services may result in termination of this Agreement. In the event of termination of this Agreement, the parties will take all acts reasonably necessary and appropriate to accomplish such termination and to implement the delivery, transfer, and restoration to the District of the District

Capital Plant and the portion of the Combined Capital Expansion allocated to the District by mutual agreement of the parties as provided in <u>Section 6</u> of Article XII above.

#### ARTICLE XVI

#### Default; Negotiation; Attorney's Fees

In the event of a default by either party hereunder, the party asserting default shall give written notice to the other party. Thereafter within 30 days of such notice, the City Council and the Board of Directors of the District shall meet and negotiate in good faith and with due diligence to resolve such assertion of default. If, notwithstanding such negotiation, either party declares in writing to the other that impasse has occurred in such negotiations, then thereafter the non-defaulting party shall be entitled to exercise all remedies permitted at law or in equity, and shall be entitled to terminate this Agreement effective immediately upon notice of such termination. In the event of any litigation between the parties with respect to this Agreement, each party shall be responsible for all of its costs and expenses of such litigation, including reasonable attorneys fees, and the prevailing party shall not be entitled to an award of its costs and expenses of such litigation, including reasonable attorneys fees.

#### ARTICLE XVII

#### Miscellaneous

Section 1. Notice to the District required or permitted hereunder shall be in writing and shall be deemed given if sent by ordinary mail, postage prepaid, or by FAX transmission, to the Board of Directors, Steamboat Rural Fire Protection District, P.O. Box 773763, Steamboat Springs, Colorado 80477-3763. Notice to the City required or permitted hereunder shall be in writing and shall be deemed given if sent by ordinary mail, postage prepaid, or by FAX transmission, to the City Manager, City Hall, 137 10th Street, P.O. Box 775088, Steamboat Springs, Colorado 80477-5088. Either party may change its mailing or FAX address by notice given in the manner set forth in the preceding sentence.

<u>Section 2</u>. No officer, official or agent of the District has the power to amend, modify or alter this Agreement or waive any of its conditions or to bind the District by making any promise or representation not contained herein.

Section 3. This Agreement shall not be assigned or transferred by the City or District. This Agreement may be amended only by a written document approved by resolution of both the City Council and the Board of Directors of the District. The foregoing notwithstanding, Exhibit "B" may be amended from time to time by agreement of the City and District's administrative staff to account for the sales, purchase, exchange, or retirement of vehicles and other personal property.

<u>Section 4</u>. The properly authorized officers, agents and representatives of the District shall at all times have free access to the Combined Capital Plant for the purposes of inspection and for purposes of operation, maintenance and repair in the event of an emergency or failure of the City to do so.

<u>Section 5</u>. The City and District will each lawfully and properly adopt appropriate amendments to its respective Regulations necessary to fulfill all obligations contained in this Agreement.

Section 6. The City shall at all times during this Agreement maintain comprehensive general public liability insurance coverage with respect to the Combined Capital Plant and the operations of the City in Fire Protection Services and Emergency Medical Services, and shall name the District as an additional insured, in such amounts and with such insurers as are approved by the Oversight Committee. In addition, the City shall maintain at its cost comprehensive "all-risks" property casualty insurance on the Combined Capital Plant, for the replacement cost thereof, and shall name the District as an additional insured. The premium costs of such policies are a Cost of Operations. Copies of such policies shall be provided to the Board of Directors of the District upon request of the City Manager. Each of the parties shall carry and maintain such other appropriate insurance as may reasonably be determined by such party with respect to the subject matter of this Agreement, but such premium costs shall not be Costs of Operations.

<u>Section 8</u>. The Article headings are descriptive only and neither amplify nor limit the substantive material of this Agreement.

Section 9. The failure to enforce or the waiver of any specific requirements of this Agreement by either party shall not be construed as a general waiver of the Agreement or any provisions herein, nor shall such action estop either party from subsequently enforcing this Agreement according to the terms hereof.

Section 10. If any part of this Agreement is determined to be invalid by a court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect, and the parties shall attempt to amend this Agreement to carry out the intent of the invalid provision as closely as possible and in accordance with applicable law.

<u>Section 11</u>. This Agreement supersedes and replaces the Existing City/District Services Contract.

Section 12. The approval of this Agreement and the authority execute this Agreement is evidenced by a resolution passed by the	
at a regular meeting of said Board of Directors duly held on the _	
2009.	

Section 13. The ratification and approval of this Agreement and the authority of the officials of the City to execute this Agreement is evidenced by an ordinance duly passed on second reading by the City Council of the City at a regular meeting of said City Council duly held on the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2009.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and their respective corporate or municipal seals to be affixed and attested to by their duly authorized representative on the respective dates set forth below, and this Agreement shall be fully effective from and after the date of execution by the last party to sign.

CITY OF STEAMBOAT SPRINGS

Date:	By: City Council President
ATTEST:	•
Julie Franklin, Interim City Clerk	
•	
	STEAMBOAT SPRINGS RURAL FIRE PROTECTION DISTRICT
Date:	By: President
ATTEST:	
Secretary	

# Fire District IGA amendment; exhibits to IGA

These exhibits will be provided under separate cover.

# **AGENDA ITEM # 13**

# CITY COUNCIL COMMUNICATION FORM

FROM: Seth Lorson, City Planner (Ext. 280)

THROUGH: Jon Roberts, City Manager (Ext. 219)

DATE: May 5, 2009

ITEM: First reading of ordinance to vacate a utility easement

at Steamboat Springs Health and Recreation Association at Lot 2 of the Original Town of Steamboat Springs Block 21 & 22 at the southeast

interior per #LLA-08-03

**NEXT STEP:** The approval of an ordinance requires two readings to

City Council. This is the first reading. The second

reading is scheduled for May 19, 2009.

\_\_\_ DIRECTION
\_\_ INFORMATION
\_X ORDINANCE
MOTION

RESOLUTION

**PROJECT NAME:** Original Town of Steamboat Springs – Post Office & Hot

Springs (#LLA-08-03)

**PETITION:** A request to vacate a utility easement at Steamboat Springs

Health and Recreation at Lot 2 of the Original Town of Steamboat Springs Block 21 & 22 at the southeast interior

per #LLA-08-03

**LOCATION:** Original Town of Steamboat Springs Block 21 & 22 at 136

Lincoln Ave.

**APPLICANT:** Steamboat Springs Health and Recreation Association

#### **EXECUTIVE SUMMARY:**

# 1. Background Information:

The applicant is requesting to vacate a utility easement as described above for the purpose of privatizing the sewer and manhole. This vacation comes at the recommendation of the City of Steamboat Springs Utility Division.

# 2. Recommended Motion:

Staff recommends **approval** of the Ordinance to vacate a utility easement at Steamboat Springs Health and Recreation at Lot 2 of the Original Town of Steamboat Springs Block 21 & 22 at the southeast interior per #LLA-08-03.

# 3. Project Location Map



13-2

## **CITY OF STEAMBOAT SPRINGS, COLORADO**

ORDINANCE NO.
---------------

AN ORDINANCE VACATING THE UTILITY EASEMENT LOCATED ON THE SOUTHWESTERN INTERIOR OF LOT 2 OF THE ORIGINAL TOWN OF STEAMBOAT SPRINGS BLOCK 21 AND 22, AND PROVIDING AN EFFECTIVE DATE AND SETTING A HEARING DATE.

**WHEREAS**, in accordance with Chapter 20, Art. I, Div. 3 of the Steamboat Springs Revised Municipal Code, the owners of Lot 2 of the Original Town of Steamboat Springs Block 21 & 22 wish to vacate utility easement located on the Southwestern interior of said lot, as depicted in Exhibit A; and

**WHEREAS**, the Public Utility providers having reviewed the request and determined that the subject utility easement is not a necessary part of the District's public utility system; and

**WHEREAS**, the City Council finds that vacating the subject utility easement will promote the public interest by clarifying the easement boundary.

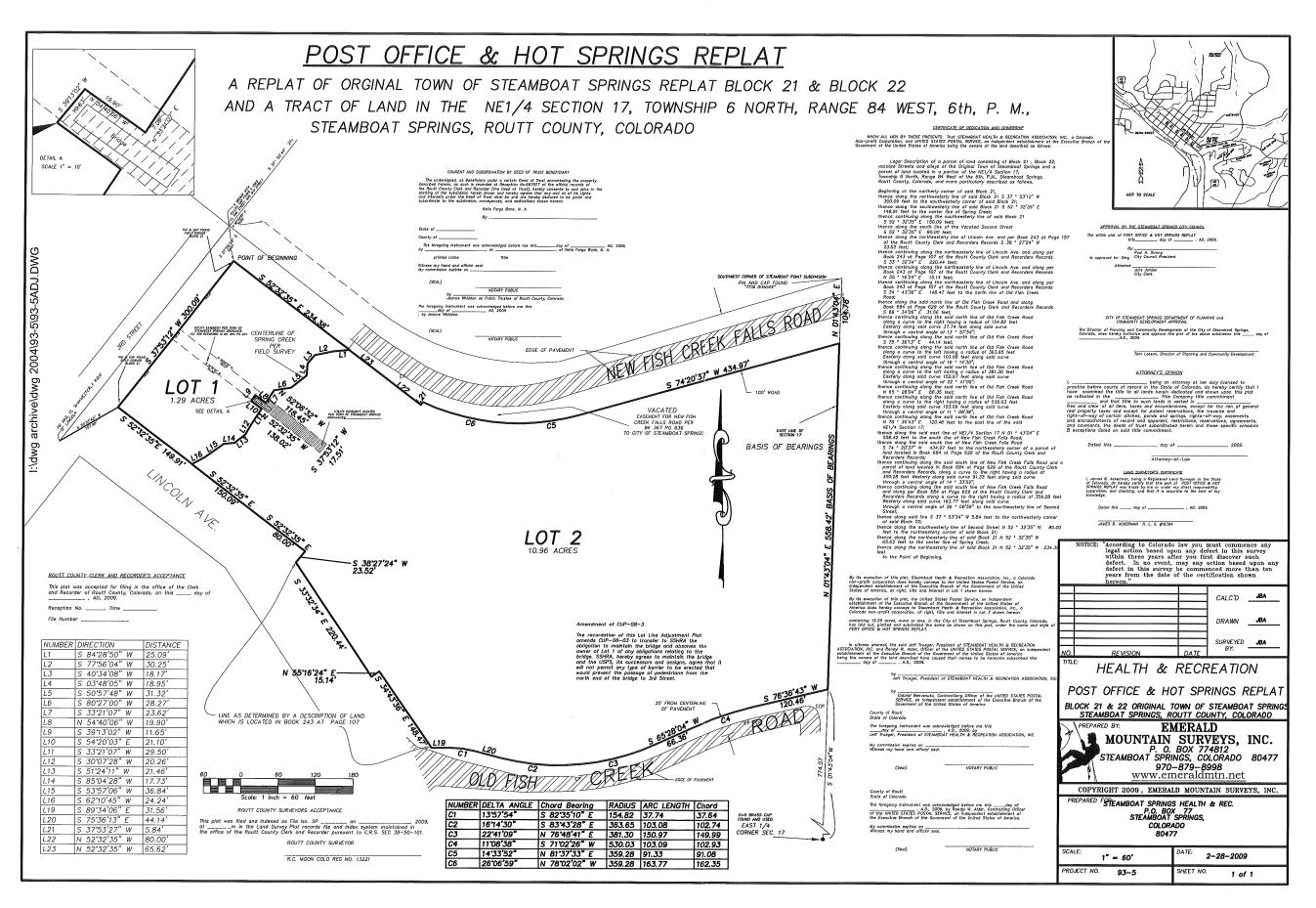
# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STEAMBOAT SPRINGS, COLORADO:

- Section 1. The utility easement as depicted in the attached Exhibit A is hereby vacated.
- Section 2. Pursuant to Section 7-11 of the Charter of the City of Steamboat Springs, Colorado, the second publication of this ordinance may be by reference, utilizing the ordinance title.
- Section 3. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance.
- Section 4. The City Council hereby finds, determines and declares that this ordinance is necessary for the immediate preservation of the public peace, health, and safety.
- Section 5. This Ordinance shall take effect immediately upon the expiration of five (5) days from and after its publication following final passage, as provided in Section 7.6 (h) of the Steamboat Springs Home Rule Charter.

Health and Rec Utility EV 1

	ring on this ordinance shall be held o in the Citizens Hall meeting room, Centennia
Hall, Steamboat Springs, Colorado.	
•	<b>DERED PUBLISHED</b> , as provided by law, be mboat Springs, at its regular meeting held of 009.
ATTEST:	Paul Antonucci, President Steamboat Springs City Council
ATTEST	
Julie Franklin, CMC City Clerk	
FINALLY READ, PASSED A	AND APPROVED this day of
ATTEST:	Paul Antonucci, President Steamboat Springs City Council
Julie Franklin, CMC City Clerk	

Health and Rec Utility EV 2



# **AGENDA ITEM # 14**

# CITY COUNCIL COMMUNICATION FORM

FROM: Craig Robinson, Open Space Supervisor (Ext. 334)

Chris Wilson, Director of Parks, Open Space and Recreational

Services, (Ext. 317)

THROUGH: Jon Roberts, City Manager (Ext. 228)

DATE: May 5, 2009

ITEM: Second Reading of an Ordinance to Approve a Lease of Hay

Meadow Ranch Buildings (aka Legacy Ranch) to Yampatika.

NEXT STEP: Make a Motion to Approve the Second Reading of an Ordinance

to Approve a Lease of Hay Meadow Ranch Buildings to

Yampatika.

DIRECTION

INFORMATION

X ORDINANCE

X MOTION

RESOLUTION

#### I. REQUEST OR ISSUE:

On April 21, 2009, City Council made a motion to approve the first reading of an Ordinance to approve a lease of Hay Meadow Ranch Buildings to Yampatika. Yampatika has reviewed the draft lease and collaborated with City staff making minor amendments and clarifications to the lease. Staff is requesting City Council make a motion to approve the second reading of the Ordinance to approve the amended lease of Hay Meadow Ranch Buildings to Yampatika (attached to ordinance).

#### II. RECOMMENDED ACTION:

Staff recommends City Council make a motion to approve the second reading of an Ordinance to approve a lease of Hay Meadow Ranch Buildings to Yampatika.

## III. FISCAL IMPACTS:

**Proposed Expenditure:** Staff time to execute and oversee lease provisions

Funding Source: Departmental Operating Budgets

# IV. BACKGROUND INFORMATION:

Yampatika submitted the only proposal in response to the RFP issued by the City. The proposal addresses the specific needs of the City and the various limitations for use of the buildings. This includes: type of services, parking, CDOT Highway Access Permit (in progress), Routt County Special Use Permit (in progress), need to accommodate City storage in some buildings, accommodation of separate City hay lease activities, etc. The proposed uses of environmental education programs and interpretation at the site still need approvals from CDOT and Routt County Planning Commission. The appropriate steps are being taken with these agencies to address their needs, with a goal for summer activities on site in June 2009. If approvals are not granted, Yampatika may choose not to sign the lease for 2009.

Yampatika's proposal does not include a rental fee to be paid to the City. However, there will be a cost savings for the City as they have agreed to be responsible for all utility, landscaping and snow removal (if applicable) costs. Additionally, it will be advantageous to have a tenant on site that will be able to address building maintenance concerns as they arise (using the grant funded Legacy Ranch Conservation Maintenance Plan). Many letters of support were submitted in support of Yampatika's proposal, including the YVLT.

Yampatika and City staff has amended the terms of the lease since the first reading. The term of the lease has changed from one to five years while still allowing for termination and year to year amendments. Additionally, the responsibility for repair and maintenance of items has been clarified in consultation with the City's Facilities Maintenance Department.

#### V. LEGAL ISSUES:

The lease of the buildings to Yampatika will need approval of the second reading of the Ordinance by City Council. Staff attorney has reviewed the Ordinance and amended/clarified lease.

## VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

There are no known conflicts or environmental issues.

# VII. <u>SUMMARY AND ALTERNATIVES:</u>

Yampatika has submitted a proposal to the City of Steamboat Springs in response to the Request for Proposals to lease Hay Meadow Ranch Buildings. The first reading of the Ordinance to lease Hay Meadow Ranch Buildings to Yampatika was approved by City Council at the April 21, 2009 meeting. City staff recommends executing the attached amended lease with Yampatika via ordinance. Staff is requesting City Council make a motion from the following alternatives:

- 1. Approve the second reading of the attached Ordinance to approve a lease of Hay Meadow Ranch Buildings to Yampatika.
- 2. Table the item and provide alternate direction to staff.
- 3. Deny this request.

#### CITY OF STEAMBOAT SPRINGS, COLORADO

0	RD	IN	ΙA	NC	Ε	NO				

AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF STEAMBOAT SPRINGS AND YAMPATIKA OUTDOOR AWARENESS ASSOCIATION (HAY MEADOW/LEGACY RANCH) AND AUTHORIZING CITY COUNCIL PRESIDENT TO SIGN LEASE DOCUMENTS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Steamboat Springs owns certain real property and improvements, including designated historic buildings, collectively known as Hay Meadow Ranch; and

**WHEREAS**, the City's vision for the Hay Meadow Ranch is to preserve a working agricultural landscape at the entrance to the community while integrating appropriate public access, passive recreation and historic preservation of the ranch property; and

**WHEREAS**, Yampatika is engaged in the interpretation of the Yampa Valley's cultural heritage and providing environmental educational services to visitors and citizens of Steamboat Springs and Routt County, Colorado; and

**WHEREAS**, the City and Yampatika now desire to enter into and establish a relationship which will ensure the continued use of the Ranch by Yampatika and the City for beneficial purposes, maintain the integrity of the buildings, preserve the Ranch as an agricultural and historic property, and foster and promote environmental education in Steamboat Springs.

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STEAMBOAT SPRINGS, COLORADO:

- Section 1. The City Council of the City of Steamboat Springs hereby approves the Lease with Yampatika Outdoor Awareness Association a copy of which is attached hereto as Exhibit A and by this reference made part of.
- Section 2. The City Council of the City of Steamboat Springs authorizes the City Council President to execute such Lease Agreement.
- Section 3. In accordance with Section 13.6 of the Home Rule Charter of the City of Steamboat Springs, the effective date of the Lease Agreement shall be at

least thirty (30) days after the passage of this Ordinance, and the City Council President shall not sign the Lease Agreement prior to this thirty (30) day period.

Section 4. All ordinances heretofore passed and adopted by the City Council of the City of Steamboat Springs, are hereby repealed to the extent that said ordinances, or parts thereof, are in conflict herewith.

Section 5. If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent, be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated.

Section 6. The City Council hereby finds, determines and declares that this Ordinance is necessary for the immediate preservations of the public peace, health and safety.

the City Council of the City of	RDERED PUBLISHED, as provided by law, by f Steamboat Springs, Colorado, at its regular y of, 2009.
ATTEST:	Paul Antonucci, President Steamboat Springs City Council
Julie Franklin, CMC City Clerk	

FIN	ALLY	•	<b>PASSED</b> 2009.	AND	APPROVE	ĒD	this	 _ day	of
ATTEST:					Paul Anton Steamboat		-		
Julie Fran City Clerk	•	CMC							

#### Exhibit A

# LEASE AGREEMENT BETWEEN THE CITY OF STEAMBOAT SPRINGS AND YAMPATIKA OUTDOOR AWARENESS ASSOCIATION FOR THE RANCH HOUSE AND BUNK HOUSE AT HAY MEADOW RANCH

THIS AGREEMENT is made and entered into this	day of	, 2009, by and
between the City of Steamboat Springs, Colorado, a Co	olorado Municip	al Corporation ("City"),
and Yampatika Outdoor Awareness Association, ("Yan	mpatika") a Colo	orado nonprofit
corporation, and provides as follows:		

**WHEREAS**, the City owns real property and improvements in Steamboat Springs which are known as "Hay Meadow Ranch (Legacy) Ranch" (hereafter "Ranch"), acquired by the City as a part of the larger project to conserve the Yampa Valley Land and Cattle property on Emerald Mountain; and

**WHEREAS**, the City's vision for the Hay Meadow Ranch is to preserve a working agricultural landscape at the entrance to the community while integrating appropriate public access, passive recreation and historic preservation of the ranch property; and

**WHEREAS**, the City received several grants in support of this vision and solicited proposals from non-profit organizations and/or community groups to utilize and manage the Ranch in accordance with the City's vision, conservation easements and grant requirements; and

WHEREAS, Yampatika is engaged in the interpretation of the Yampa Valley's cultural heritage and providing educational services to visitors and citizens of Steamboat Springs and Routt County, Colorado; and

**WHEREAS**, Yampatika proposes to create an Environmental Learning Center at the Ranch using the site as a destination for educational programming on topics related to the property's conservation, agricultural and historic values; and

**WHEREAS**, the City and Yampatika now desire, by this Lease, to enter into and establish a relationship which will ensure the continued use of the Ranch by Yampatika and the City for beneficial purposes, maintain the integrity of the buildings, preserve the Ranch as an agricultural and historic property, and foster and promote environmental education in Steamboat Springs.

**NOW, THEREFORE**, in consideration of the covenants and agreements contained in this Lease, the parties agree as follows:

- **1. LEASE OF PREMISES**. The City hereby leases to Yampatika the real property and improvements thereon located in the City of Steamboat Springs, Routt County, Colorado, which is described in the attached Exhibit "A" ("Lease Premises").
- **2. TERM**. This Lease shall be for a term of five (5) years, commencing on June 1, 2009 and terminating on May 31, 2014, unless otherwise terminated or extended according to the terms of this Lease. This lease shall renew for an additional term of five years upon Yampatika's written notice to the City given between thirty (30) and ninety (90) days prior to the expiration of the initial term, unless City declines to renew by written notice given prior to the expiration of the initial term.

- **3. RENT**. The rent for the entire term of this Lease shall be waived in recognition of expected stewardship of the Ranch by Yampatika.
- 4. USE OF PREMISES. Yampatika shall use the Lease Premises in conformity with the Request for Proposal issued March 9, 2009, a copy of which is attached hereto as Exhibit "B" and Yampatika's proposal, dated March 19, 2009, a copy of which is attached hereto as Exhibit "C". The Lease Premises shall not be used for any purpose prohibited by the laws of the United States, the State of Colorado or the ordinances of the City of Steamboat Springs, Colorado. Yampatika's use of the Leased Premises is limited to the ranch house, bunk house, coal shed and parking area and such areas that are deemed appropriate for the location and use of trails as defined by the conservation easement, attached as Exhibit "D." Yampatika shall be responsible for securing any and all permits required from the Colorado Department of Transportation for access onto and from US Highway 40.
- **5. ASSIGNMENT, SUBLETTING AND RENTAL**. Yampatika shall not assign or sublet the Lease Premises without the written consent of the City Manager. The Lease Premises shall not be used for residential purposes.
- 6. REPAIRS AND MAINTENANCE. Except as otherwise provided in this paragraph 6, Yampatika shall, at all times during the term of this Lease maintain, at Yampatika's expense, the Lease Premises in good and safe condition, and shall promptly and diligently perform maintenance and document needed repairs in accordance with the Legacy Ranch Conservation Maintenance Plan and the protocols outlined in Yampatika's proposal dated March 19, 2009. Routine maintenance shall include but not be limited to yard cleaning, landscape and irrigation maintenance, paint and repair interior and exterior surfaces, repair broken glass, maintain electrical fixtures, replace light bulbs, maintain plumbing fixtures such as sinks, faucets and toilets, and generally maintain plaster, drywall, windows, and masonry. In the first year of this lease, the City and Yampatika shall collaborate on the snow and ice removal. In years 2 through 5 of this agreement, Yampatika shall be responsible for the removal of snow and ice. Prior to the signing of the lease agreement, the property shall undergo a complete building inspection documenting the condition of the structures and their sump pumps, water wells, floors, pipes, wiring, conduit, furnace, mechanical duct work and foundation. Yampatika shall be responsible for maintaining the structures in the state that they receive them upon signing if this lease and as documented through the building inspection. Prior to making any repairs, Yampatika must obtain the City's approval. The City shall be responsible for maintenance and repairs to the roof, heating system, structural system, well and pump, electrical and plumbing systems. It is the responsibility of Yampatika to pay for all costs involved for electric utility, trash removal and recycling. Recycling shall include co-mingle, newspaper/magazines, office paper and cardboard.
- **7. INSURANCE**. Yampatika shall procure and maintain Worker's Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance for any/all of its employees. Evidence of qualified self-insured status may be substituted. In addition, Yampatika shall procure and maintain General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) aggregate. The policy shall include the City of Steamboat Springs, its officers and its employees, as additional insured, with primary coverage as respects the City of Steamboat Springs, its officers and its employees, and shall contain a severability of interests provision. All coverages shall be continuously maintained to cover all

liability, claims, demands, and other obligations assumed by Yampatika pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by Yampatika to maintain such continuous coverage. A certificate of insurance shall be completed by Yampatika's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City's Internal Services Director.

The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity act, 24-10-101 et seg., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

- 8. INDEMNIFICATION. Yampatika agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected Yampatika's use and possession of Lease Premises pursuant to this agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by, the act, omission, or other fault of Yampatika or any officer or employee of Yampatika. The obligations of this Section 9 shall not extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.
- 9. ENTRY FOR INSPECTION AND IMPROVEMENTS. Yampatika agrees that the City, its agents or employees, may enter upon the Lease Premises at any time during the term of this Lease for the purpose of inspection, preparation of plans, construction of improvements or repairs, with the understanding that said work will be performed in such a manner so as to cause a minimum of interference with the use of the lease premises by the Yampatika.
- 10. FIRE INSURANCE. The City of Steamboat Springs will execute a fire insurance policy on the Lease Premises (excluding contents, which shall be insured by Yampatika) for damage to the premises caused by fire. A certified copy of this policy will be delivered to Yampatika within thirty (30) days of the date of this Lease and will be kept in force during the term of this Lease.
- 11. DESTRUCTION BY FIRE. Notwithstanding anything herein to the contrary, in the event Lease Premises are destroyed by fire or other casualty, in whole or part, the City shall be under no obligation to replace or rebuild the premises.
- 12. NONAPPROPRIATION. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the City under this agreement shall be from year to year and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge or to create a lien on any class or source of the City's monies.
- 13. DEFAULT. In the event that Yampatika shall be in default in the performance of any of the terms or conditions of this Lease, then the City must serve Yampatika with a Notice of

Default specifying the nature of the default and allowing Yampatika thirty (30) days to cure the default. In the event the default is not cured with the thirty (30) day period, or if the default is of such a nature that it cannot reasonably be cured within such thirty (30) day period, if Yampatika has not commenced curing such default within such thirty (30) day period and diligently taken all steps necessary to complete the curing of such default within a reasonable time thereafter, then the City may give Yampatika written notice of the termination of this Lease. Any such termination shall be effective only after fourteen (14) days from the date of notice from the City.

**14. NOTICE**. Whenever notice is required or permitted to be given by this Agreement, the same shall be in writing and shall be given to the party entitled thereto by delivering the same to said party or by mailing the same to said party. If said notice is given by delivering same to said party entitled thereto, said notice shall be deemed effective and complete on the date of delivery. If said notice is given to the party entitled thereto by mail, said mailing shall be accomplished by registered or certified mail, return receipt requested, and said notice shall be deemed effective and complete on the date of mailing. Until changed by notice given in the manner herein provided for, notice shall be given to the parties as follows:

TO THE CITY: City Manager

City of Steamboat Springs

P.O. Box 775088

Steamboat Springs, CO 80477

WITH A COPY TO: City Attorney

City of Steamboat Springs

P.O. Box 775088

Steamboat Springs, CO 80477

TO YAMPATIKA: Executive Director

Yampatika Outdoor Awareness Association

P.O. Box 773342

Steamboat Springs, CO 80477

- **15. TERMINATION.** The City shall have the right to terminate this Agreement with or without cause by giving 180 days written notice to Yampatika. Yampatika shall have the right to terminate this Agreement, with or without cause, by giving 30 days written notice to the City.
- **16. ENFORCEMENT**. In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- **17. COMPLIANCE WITH LAWS.** Yampatika shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- **18. INTEGRATION AND AMENDMENT**. This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

- 19. EQUAL OPPORTUNITY EMPLOYER. Yampatika will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Yampatika will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Yampatika agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- **20. AMERICANS WITH DISABILITIES ACT.** Yampatika shall comply with the applicable provisions of the <u>Americans with Disabilities Act of 1990</u> as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the <u>Americans with Disabilities Act</u> may be requested at any time during the life of this Agreement or any renewal thereof.

IN WITNESS WHEREOF, the parties hereto have placed the signatures of their duly authorized representatives effective this day and year first written above.

	CITY OF STEAMBOAT SPRINGS, A Municipal Corporation
ATTEST:	Paul Antonucci City Council President
Julie Franklin, City Clerk	YAMPATIKA OUTDOOR AWARENESS ASSOCIATION
ATTEST:	By: Lindarose Berkley, President Board of Directors
Secretary	

# **Exhibit A - Lease Premises**



# Legend

Legacy Ranch Structures

Legacy Ranch property boundary

Trail easement corridor



# **AGENDA ITEM # 15**

# CITY COUNCIL COMMUNICATION FORM

**FROM:** Gerald Dahl and Kuechenmeister, Special Counsel

Anthony B. Lettunich, City Attorney (879-0100)

**THROUGH:** John Roberts, City Manager (871-8228)

John Eastman, Planning

**DATE:** Tuesday, April 28, 2009 for May 5, 2009 City Council

meeting

RE: Second Reading of Ordinance: AN ORDINANCE

CREATING A REGULATORY FRAMEWORK AUTHORIZING THE CITY TO REVIEW AND MONITOR SERVICE PLANS PREPARED PURSUANT TO THE SPECIAL DISTRICT ACT CODIFIED IN TITLE 32, COLORADO REVISED STATUTES: REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE

**DATE.** (Dahl, Kuechenmeister and Lettunich)

**NEXT STEP:** Consider adoption of ordinance on second reading

\_\_ INFORMATION
\_\_ RESOLUTION
X ORDINANCE

### I. REQUEST OR ISSUE:

To consider adoption of the attached Special District Control Ordinance at second reading.

#### II. RECOMMENDED ACTION:

Approve the attached Ordinance at second reading.

#### **III. BACKGROUND INFORMATION:**

The attached Ordinance amends the Steamboat Springs Municipal Code by the adoption of a new Article VII, entitled "Special Districts," within Chapter 13. City Council has directed staff to bring this ordinance forward to ensure that the City has in place a process for evaluating requests for the formation of special districts, typically used by the development community to finance the construction of public and other infrastructure. The attached Ordinance augments, where appropriate, the existing procedure under state statute for City Council review and approval of the formation of special districts, and their associated service plans and amendments thereto.

Attached are two memoranda, one dated March 31, 2009 that was attached to these materials at first reading on April 7, 2009, and a second dated April 28, 2009 that summarizes the negotiations and changes made to the Special District Ordinance since first reading.

#### IV. SUMMARY AND ALTERNATIVES:

- A. Approve the Ordinance at second reading by motion as presented.
- B. Give direction to Staff as to any changes City Council would like to see incorporated into the ordinance at second reading.
- C. Table the Ordinance if any major concerns surface.

#### V. <u>LIST OF ATTACHMENTS</u>:

- A. Two (2) Memoranda to Council from Special Counsel Gerald Dahl and Charles Kuechenmeister, one dated March 31, 2009 and the other dated April 28, 2009
- B. Ordinance, with specific language codified language attached.

End of Communication Form

#### **MEMORANDUM**

**TO:** City Council

**FROM:** Gerald Dahl and Charles Kuechenmeister, Special Counsel

**DATE:** March 31, 2009

**RE:** Special District Regulations

Council has received for its consideration an ordinance to enact a new Article VII, entitled "Special Districts," within Chapter 13 of the Steamboat Springs Municipal Code.

The regulations contained in new Article VII were prompted by a need to give the City appropriate control over the creation of a group of metropolitan districts (a specific type of special district) which are expected to be used to finance the Steamboat 700 Project, but these regulations are also intended to govern the creation of all special districts to be organized in the City. Their goal is not unreasonably or unnecessarily to inhibit the creation or use of special districts as financing tools for the development community, but rather to ensure that the City Council, in allowing district organization, appropriately protects the interests of present and future residents of the City.

Central to the regulations is the philosophy that growth should pay its own way, and that while the creation of special districts may be allowed by the City Council to permit a developer to raise the funds necessary to construct the various required public infrastructure (water, sewer, roads, etc.), those mechanisms should not result in unfair burdens on existing or future City residents.

#### Proposed special district ordinance

The primary goal of the regulations is expressed in the first Section, 13-61, which lists three objectives of the legislation:

- (1) To prevent district debt from impairing or adversely affecting the creditworthiness or credit ratings of the city.
- (2) To ensure that the costs of facilities and services furnished by a district are placed upon those who benefit from them.

(3) To minimize the risk of excessive tax and fee burdens being placed upon city residents who reside or own property in districts.

As noted in the proposed regulations, the Colorado Special District Act governs special districts. The board of county commissioners regulates the service plans of districts organized outside of municipalities, but all municipalities have the authority to regulate and exercise approval authority over the service plans of districts organized wholly within their corporate limits. Home rule municipalities like the City have the authority to supersede provisions of that Act and impose additional or different restrictions and requirements. While the proposed regulations follow the Special District Act in most respects, they do change certain elements of the state statute.

Key elements of the proposed ordinance include:

#### Service Plans: Section 13-63

The service plan of a special district is its organizational charter, identifying the type of district it is, defining its powers, *e.g.*, water, sanitation, recreation, fire protection *etc.*, describing the services and facilities to be furnished by the district, setting out the means by which the district proposes to raise the funds necessary to provide those services and facilities, and specifying any restrictions or limitations to which it is subject. Once a district is organized it is an independent, autonomous local government entity. The approval of its service plan, and the subsequent administration and enforcement of it, is really the one area in which the City can effectively influence and control the activities and undertakings of a special district.

This section provides for Staff review of a proposed service plan, as well as a public hearing before the City Council on it. After consideration of the service plan the Council may approve the service plan, with or without conditions modifications, or disapprove it. Modifications may be necessary to: (1) ensure the ability of the property in the proposed district to discharge district debt on a reasonable basis, (2) enhance the enforceability of the provisions of the service plan, (3) avoid unnecessary duplication of services and facilities, and (4) generally to promote and protect the interests of the present and future residents and property owners of the district.

The Council may impose limitations on the creation of the district and the service plan, including any or all of the following:

- Limits on district debt and mill levies
- Limits on the authority of the district to furnish services and facilities similar to those already furnished by the City
- Geographic limits on the ultimate service area of the district outside of which boundaries it may not furnish services without prior express consent of the City Council

- Requirements for dedication of specific improvements or assets to the City or CDOT
- Limits on the authority of the district to furnish ongoing services of indefinite duration
- Limits on the district's ability to consolidate with other districts
- Limits on the authority of the district to apply for or accept funds from the state Conservation Trust Fund, GOCO or others
- Requirement for the district to provide notice to owners of property regarding its mill levy and other charges
- Indemnification of the City against claims against the city arising out of or based on the district service plan
- Requirement for the district to dissolve upon the defeasance of its indebtedness and the accomplishment of its purposes
- Requirements for access to district park and recreation facilities by persons not residents or owners of property in the district
- Limitations on the exercise of eminent domain by the district
- Limitations on the exercise by the district of its City sales and use tax exemption

Another important condition of approval provided by Article VII is that that upon its organization the district will enter into an intergovernmental agreement with the City to address project- or neighborhood-specific aspects of the district's functions that are too detailed to be placed in such a basic document as the service plan. As provided in Article VII, the IGA (i) affords the parties a flexible framework short of service plan amendment for city review and approval of specified district actions in the future, (ii) provides the city with additional legal and equitable bases for enforcing the provisions of its service plan, (iii) prevents the inclusion into a district of areas outside the city limits, and (iv) provides for elements of the on-going relationship between the city and the district which may not be included in the service plan. As is evident from this, the IGA is an essential element of the service plan approval, and great care should be taken with its preparation. As is also evident, each IGA must be specifically tailored to the circumstances of the particular district to which it pertains, and each will be considered contemporaneously with the service plans of districts as they are proposed.

The ordinance gives the City Council considerable authority in reviewing the service plan and imposing conditions upon its approval. The ordinance specifically permits the City Council in its discretion to disapprove the service plan, and thereby prevent the district from organizing, if it finds the evidence is not sufficient to support all of five key criteria:

(1) Adequate service is not or will not be available to the area to be served by the proposed district through the county, the city, or some other existing municipal or quasi-municipal corporation, including existing special districts, within a reasonable time and on a comparable basis.

- (2) The facility or service standards of the proposed district are compatible with those of the city.
- (3) Proposed development within the area of the proposed district is in substantial compliance with the then-current master plan of the city.
- (4) The proposal is in compliance with any duly adopted county, regional or state long-range water quality management plan for the area.
- (5) The creation of the proposed district will be in the best interests of the area proposed to be served by it.

#### Monitoring: Section 13-64

This section gives the City tools needed to enforce compliance by the district with the provisions of the service plan, including:

- An annual report to the City Manager containing a detailed description
  of the activities of the district in the previous year, including financial
  statements and a complete accounting of expenditures and uses made
  of the funds
- Notices to the Manager of district board meetings
- Notices of boundary changes
- Financing documents must be provided to the City Manager including ballot issues to be submitted to the district electors, certification of the results of ballot issue elections, preliminary and official statements pertaining to district debt issues, copies of the comprehensive annual financial reports filed by the district and notices of "material events" specified by the Securities and Exchange Commission with respect to outstanding district bonds.

The ordinance permits the City to modify these monitoring requirements to eliminate those not necessary or useful and to impose additional reporting or disclosure requirements in certain cases.

#### Material departure from service plan: Section 13-65

This section allows the City to enjoin any "material departure" by the district from its approved service plan. This is to ensure that the district abides by the plan which was reviewed and approved by City Council. A material departure would include such things as furnishing services not authorized by the service plan, issuing debt in excess of the limits established in the service plan, failing to furnish any type of or major facility or system or service required by the service plan or at the required level of applicable city standards, or failure to cure any other defect or default under the service plan.

#### Service plan amendment: Section 13-66

This section provides a process for the district to amend the service plan if necessary following its initial approval. This procedure includes a hearing similar to that conducted for the original service plan.

#### Remedy for violations: Section 13-67

This section gives the City Council a series of remedies if the district fails to comply with the service plan, state law, or the requirements of the City's Code, as amended by this ordinance.

The Staff has shared its drafts of these regulations with the attorneys for the Steamboat 700 developers for their review and comment, and has received helpful input from them over the last several months. Many of their comments have been included in the regulations. This is a City document, however, and Staff has been careful to preserve those provisions of the regulations which are necessary to protect the interests of the City and the future residents and taxpayers of the districts, notwithstanding objection from the developers' special district counsel.

Staff will be available to discuss any and all issues and any questions City Council may have prior to final adoption of the regulations

#### **MEMORANDUM**

**TO:** City Council

**FROM:** Gerald Dahl and Charles Kuechenmeister, Special Counsel

**DATE:** April 28, 2009

**RE:** Special District Regulations

At its meeting held April 7, 2009, Council adopted on first reading an ordinance to enact a new Article VII, entitled "Special Districts," within Chapter 13 of the Steamboat Springs Municipal Code. This ordinance comes to Council for second reading on May 5, 2009.

Since first reading, the City staff has prepared and is recommending to Council several amendments to the ordinance. The purpose of this Memo is to identify and explain the reasons for those amendments. This Memo supersedes our Memo to City Council dated March 31, 2009, which generally describes the ordinance, in these few areas of change.

Section 13-63(c)(2): The deadline for a property owner to file a request to exclude his property from a newly-organizing district is extended from 10 days before the hearing to 5 days before. Notice of the hearing is not mailed until 21 days prior, and it was felt that a property owner might reasonably need additional time within which to prepare and file his request if he desired to do so.

Section 13-63(d)(1): The provision for Council to impose a limitation on the exercise by a district of its power of eminent domain outside of its service area as a condition of service plan approval (former paragraph n.) was deleted, based upon questions about its legality or enforceability and upon reservations about the value of such a provision to the City. The March 31 Memo referred to this provision, and that reference is no longer applicable.

Section 13-63(d)(1): A new provision permitting City Council to indentify in the service plan any conduct or action that would be considered a "material departure" from the service plan (new paragraph p.) has been added. This is to afford both parties greater clarity and certainty about what would constitute a material departure, and about what events or circumstances might be addressed in the future other than as a service plan amendment.

Section 13-65(b): These amendments all deal with the subject of material departures from a service plan. A material departure may be enjoined by the City if the district does not first obtain city approval for a service plan amendment to accommodate such departure. It is very difficult to describe in advance what might constitute a material departure. The second amendment to section 13-63(d)(1) described above is intended to assist in this undertaking. The amendments to section 13-65(b) remove untested, unfamiliar language addressing this difficult subject, and bring greater clarity and certainty to the process. They occur in the first paragraph of subsection (b), and in subsections (5)-(9). None of these amendments changes the essence of what was intended in the ordinance approved on first reading. They are meant only to clarify the expression.

Section 13-65(c): Former subsection (1), requiring the district to notify the City Manager of any act or circumstance that would constitute a material departure, is deleted. This subsection appeared to create a requirement that could result, out of an abundance of caution on the part of the district, in a steady stream of written "notices" concerning matters that might have only a remote possibility of constituting a material departure. Section 13-64 requires the district to furnish sufficient amounts and kinds of information routinely to the City, and this information should be more than adequate to inform the City Manager of any circumstances that might suggest a material departure.

Attorneys representing entities which contemplate using special districts to develop property in the City participated in preparing these revisions. We appreciate the time and effort they made in this regard. We are also confident that the ordinance adequately protects and promotes the interests of the City as regards the entire matter of special district regulation. We believe the revisions make the proposed ordinance better than the version approved on first reading.

#### **CITY OF STEAMBOAT SPRINGS, COLORADO**

ORDINANCE NO.	O	RD	IN	AN	CE	NO.			
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AN ORDINANCE CREATING A REGULATORY FRAMEWORK AUTHORIZING THE CITY TO REVIEW AND MONITOR SERVICE PLANS PREPARED PURSUANT TO THE SPECIAL DISTRICT ACT CODIFIED IN TITLE 32, COLORADO REVISED STATUTES: REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Steamboat Springs City Council has authority pursuant to Article XX of the Colorado Constitution, the Home Rule Charter and state statute to enact ordinances governing the development of land and for the preservation of the public health, safety and welfare; and

**WHEREAS**, in light of proposed development within the city and annexation of new territory into the City, the Council finds it necessary and advisable to enact provisions for City review of the creation of proposed new special districts within the City and of proposed service plans for such districts, and amendments thereto; and

**WHEREAS**, in order to accomplish this goal the Council has directed that this ordinance be drafted and presented to the Council for its consideration.

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STEAMBOAT SPRINGS, COLORADO:

- Section 1. Chapter 13 of the Steamboat Springs City Code is hereby amended by the addition of a new Article VII, entitled "Special Districts," in the form attached hereto as Exhibit A and fully incorporated herein by this reference.
- Section 2. All ordinances heretofore passed and adopted by the City Council of the City of Steamboat Springs, Colorado, are hereby repealed to the extent that said ordinances, or parts, thereof, are in conflict herewith.
- Section 3. If any section, subsection, clause, phrase or provision of this Ordinance is, or the application thereof to any person or circumstance, shall to any extent, be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated.

Section 4. The City Council hereby finds, determines and declares that this Ordinance is necessary for the immediate preservation of the public peace, health and safety.

Section 5. This Ordinance shall take effect immediately upon the expiration of five (5) days from and after its publication following final passage, as provided in Section 7.6 (h) of the Steamboat Springs Home Rule Charter.

the City Council of the City of Steamboat the, 2009.	Springs, at its regular meeting held on
ATTEST:	Paul Antonucci, President Steamboat Springs City Council
Julie Franklin, CMC City Clerk	
FINALLY READ, PASSED AND A	APPROVED this day of
ATTEST:	Paul Antonucci, President Steamboat Springs City Council
Julie Franklin, CMC City Clerk	

#### ARTICLE VII

#### **Special Districts**

#### Sec. 13-61. Legislative declaration.

- (a) The Special District Act codified in title 32, article 1, C.R.S., and in particular part 2, article 1, title 32, C.R.S. (the "Control Act"), grants municipalities the authority to review, approve, administer and enforce the service plans of districts located entirely within their corporate limits. The Control Act does not contain detailed provisions governing the manner in which such authority shall be exercised. The city council desires by this article to provide a more detailed regulatory framework within which the city will exercise its said authority, and to impose uniform conditions, standards and requirements for district service plans.
- (b) In exercising its authority with respect to district service plans, and in furtherance of the best interests of the city and the preservation of the health, safety, prosperity, security and general welfare of the city and its residents, the city council intends to accomplish the following objectives:
  - (1) To prevent district debt from impairing or adversely affecting the creditworthiness or credit ratings of the city.
  - (2) To ensure that the costs of facilities and services furnished by a district are placed upon those who benefit from them.
  - (3) To minimize the risk of excessive tax and fee burdens being placed upon city residents who reside or own property in districts.
- (c) This article is necessary and proper for the government and administration of local and municipal matters under the home rule powers granted to the city by Article XX of the Colorado constitution and by the City Charter. The city council specifically finds that it has the authority to perform the functions set forth in this article and that the exercise of such authority within its corporate limits is purely a matter of local concern.
- (d) The provisions of this article shall be construed and applied to supplement the Control Act and, to the extent provided herein, shall supersede the Control Act pursuant to the home rule powers granted by Article XX of the Colorado Constitution.

#### Sec. 13-62. Definitions.

As used in this article, the following terms, phrases and words shall have the following meanings:

*Board* means the board of directors of a district.

*City manager* includes any person designated by the city manager to perform the duties and exercise the authority assigned to the city manager under this article.

Contact information means, as to an organization, its name, mailing address, telephone and fax numbers, e-mail address, and the name and title of its chief executive or administrative official to whom correspondence for the organization may be sent. As to an individual, contact information means the individual's name, mailing address, telephone and fax numbers, and e-mail address.

*District* means a special district organized or organizing under the Special District Act whose service plan is or becomes subject to review, approval, administration and enforcement by the city.

*District debt* means all financial obligations of a district which are required by state law to be voted prior to issuance.

*Interested parties* means those persons and entities specified in section 13-63(a)(3).

*Material departure* refers to a material departure by a district from its service plan; material departure is more fully defined in section 13-65.

Proponent means any and all persons proposing a new service plan.

Publication means printing one time, in one newspaper of general circulation in the district or proposed district if there is such a newspaper and, if not, then in a newspaper of general circulation in Routt County.

Service plan means the document describing the services and facilities to be furnished by a district and containing the other elements specified by this article and by the provisions of the Control Act. It includes amendments duly approved by the approval authority as provided in this article and the Control Act.

#### Sec. 13-63. Service plans.

- (a) Pre-hearing process.
  - (1) Commencement; staff review. The service plan review process shall be initiated by the proponent filing a service plan meeting the requirements of section 13-63(b), together with all other documents and information required by said section, with the city manager. The city manager shall promptly review the submittal for conformity with the requirements of section 13-63(b) and shall notify the proponent in writing of any and all deficiencies that must be cured before the submittal is deemed complete and conforming. Upon receipt of a complete and conforming submittal the city manager shall promptly forward the same to the city clerk, who shall schedule a public hearing on the service plan before the city council and shall supervise the giving of notice thereof as provided below. The public hearing shall be scheduled for a date not later than 45 days from the date on which the city clerk receives the submittal from the city manager.

- (2) Notice of hearing. This section 13-63(a)(2) shall govern the giving of notice of public hearings on service plans, notwithstanding the provisions of section 13-10.
  - a. Upon scheduling the public hearing, the city clerk shall direct the proponent to give notice thereof to the Colorado department of local affairs and all interested parties as defined in section 13-63(a)(3). Notice shall be in writing and set forth the following information: (i) the proponent's name and contact information, (ii) the name of the proposed district, (iii) a general description of the boundaries of the proposed district, (iv) for metropolitan districts a generic description of the types of services and facilities (e.g., "water and sanitary sewer," "streets") to be furnished by the proposed district, (v) the place where the proposed service plan may be inspected by the public, (vi) a statement that all protests and objections to the service plan must be submitted in writing to the city manager at or prior to the commencement of the public hearing in order to be considered and that any protest or objection not presented in this time and manner shall be deemed waived, and (vii) the date, time and place of the public hearing. If the proponent owns less than 100% of the taxable real property in the proposed district, the notice shall further state the procedures for filing a petition for exclusion of property set forth in section 13-63(c)(2), and that the city council may not approve the service plan if a petition objecting to it is filed at least ten (10) days prior to the hearing by the owners of taxable property in the proposed district constituting more than 50% of the assessed valuation of all taxable property in the proposed district.
  - b. Notice shall be given not less than 21 days prior to the date of the public hearing by publication thereof and by certified mail, return receipt requested. Mailed notice to the owners of property within the boundaries of the proposed district shall be addressed as their names and addresses appear in the records of Routt County, except that mailed notice to property owners is not required for the proponent, or for any owner of taxable real property in the proposed district if the proponent owns 100% of such property. Upon the giving of notice, and not less than three days prior to the date of the public hearing, the proponent shall file with the city clerk a sworn statement, including a publisher's affidavit, verifying that notice was given as required by this section.
- (3) Interested parties. Interested parties are entitled to notice of and are entitled to present evidence at the public hearing. They shall consist of the proponent, the board of county commissioners of Routt County, the owners of all taxable real property in the proposed district, and the governing body of each special district having territory in the proposed district and within three miles outside its boundaries.
- (b) Submittal requirements. All of the items listed below in this section 13-63(b) shall be included in the submittal filed pursuant to this section. The number of copies shall be as determined by the city manager.
  - (1) A written transmittal which (i) identifies and provides contact information for the proponent, (ii) formally requests review and consideration of the service plan, (iii) provides a general description of the ownership of taxable real property in the proposed district

- (e.g., the proponent owns 100%), and (iv) contains a statement signed by the proponent attesting to the accuracy of the information contained in the submittal.
- (2) A service plan containing the information and documents specified in §32-1-202(2), C.R.S. The map of the proposed district boundaries required by said statute shall be stamped and signed by a land surveyor licensed to practice in the state of Colorado.
- (3) A list of the names and addresses of all interested parties. By signing the attestation of accuracy on the transmittal specified in section 13-63(b)(1), the proponent verifies that it conducted or had conducted on its behalf a search of the real property records of the clerk and recorder and assessor of Routt County effective as of not more than 14 days prior to the date of filing, and that the list of interested parties contains, *inter alia*, the names and addresses of all persons having a record ownership interest in all taxable real property in the proposed district as of such effective date, and of all interested-party special districts.
- (4) A written legal description of the boundaries of the proposed district, stamped and signed by a land surveyor licensed to practice in the state of Colorado.
- (5) Full payment of the review fees specified in section 13-63(i).
- (c) Public hearing and determination.
  - (1) Hearing. The hearing held by city council shall be open to the public. The city manager, the proponent, and any interested party shall be entitled to present evidence. Any evidence which in the discretion of city council is relevant to the organization of the district or to provisions of the service plan shall be considered, including evidence from persons other than interested parties if such evidence is relevant to the said matters, is competent and informed, and pertains to approval of the service plan or a material and substantial element of it. Any written reports, analyses and recommendations prepared for the hearing by the city staff shall be furnished to the proponent not later than the date on which written materials for the meeting at which the hearing will be held are sent or made available to city council members. The hearing shall be conducted in accordance with general rules applicable to public hearings as established by state law and the ordinances, regulations and custom of the city.
  - (2) Exclusion of property. Any person who owns real property within the boundaries of the proposed district may file a written request to exclude such property from the district with the city manager not later than ten (10 five (5)) days prior to the date of the hearing. Upon receipt of any such request the city manager shall promptly send a copy thereof to the proponent. The city council shall act on the exclusion request prior to taking final action on the service plan and may in its discretion grant the exclusion request if it finds that such exclusion is in the best interests of the district. The proponents shall have the burden of persuading city council that such exclusion is not in the best interests of the district.

(3) Determination. After consideration of the service plan, reports and evidence accepted at the public hearing, and applying the criteria set forth in sections 13-63(f), (g) and (h), the city council shall approve the service plan without condition or modification, approve it subject to stated conditions or modifications, or disapprove it.

#### (d) Conditions, modifications.

- (1) Authority. The city council is authorized in its discretion to require as conditions of approval any and all measures it reasonably deems necessary or convenient to ensure the ability of the property in the proposed district to discharge district debt on a reasonable basis, to enhance the enforceability of the provisions of the service plan, to avoid unnecessary duplication of services and facilities, and generally to promote and protect the interests of the present and future residents and property owners of the district, who are also residents and property owners of the city. Such measures may include without limitation any or all of the following:
  - a. Limits on district debt and mill levies ("debt and mill levy caps"), and on the term of district debt mill levies.
  - b. Limits on the authority of a district to furnish services and facilities of a type furnished by the city or by some other existing provider, and particularly limitations designed to honor and effectuate the provisions of §32-1-107(3), C.R.S.
  - c. Limits on the authority of a district to furnish services and facilities pursuant to statutory powers authorized by the service plan but as to which the city council determines to require additional detail, such as facility or service descriptions, cost estimates or financing arrangements necessary to the actual exercise of such powers.
  - d. Geographic limits on the ultimate inclusion or service area of a district, outside of which it may not include property within its boundaries or furnish specified services without the prior express consent of city council.
  - e. Requirement for the district to dedicate specific improvements or assets constructed or acquired by it to other agencies, *e.g.*, the city, the Colorado department of transportation, *etc.*, for operation and maintenance, and limits on the authority of the district to furnish on-going services of indefinite duration.
  - f. Limits on any action by the district to consolidate with any other district.
  - g. Limits on the authority of the district to apply for or accept funds from the state conservation trust fund, the Great Outdoors Colorado Fund, or any other funds (not including specific ownership taxes, which shall be available to the district) available from or through any governmental or nonprofit entities that the city is eligible to apply for

- h. Requirement for the district to use reasonable efforts to assure that all developers of the property located within its boundaries provide written notice to all purchasers of property in the district regarding the existence of the district, its maximum authorized mill levy, as well as a general description of the district's authority to impose and collect rates, fees, tolls and charges, in accordance with § 38-35.7-101, C.R.S.
- i. Limits on the rate of interest on district loans to reimburse proponent advances for district organization and other start-up costs, and provision for independent analysis of the reasonableness of interest rates on privately-placed district debt.
- j. Indemnity of the city by the proponent and the district (effective upon its organization) against claims against the city arising out of or based upon its approval of the district's service plan.
- k. Limits upon the power of the district to issue debt, or provisions for dissolution of the district pursuant to part 7 of the Special District Act, in the event the facilities and services for which the district was organized prove not to be needed, *e.g.*, on account of the failure of the area of the district to develop within a reasonable time after organization of the district.
- l. Requirement for the district to dissolve upon the defeasance of its indebtedness and the accomplishment of the purposes for which it was organized, as independently determined by the city council.
- m. Provision for access to district park and recreation facilities and services by persons who are not residents or property owners of the district to be available on the same basis as for district taxpayers, without fees or charges higher than the aggregate of fees and taxes paid by district taxpayers, provided that all parks and trails subject to district jurisdiction shall be open to all members of the public without charge.
- n. Limitation on the exercise of district powers of eminent domain outside district boundaries or a defined service area without the prior consent of city council.
- e. Limits upon the exercise by the district of its city sales and use tax exemption.
- po. Requirement for an intergovernmental agreement between the city and the district, to become effective upon the organization of the district, which among other things (i) affords the parties a flexible framework short of service plan amendment for city review and approval of specified district actions in the future, (ii) provides the city with additional legal and equitable bases for enforcing the provisions of its service plan, (iii) prevents the inclusion into a district of areas outside the city limits, and (iv) provides for elements of the on-going relationship between the city and the district which may not be included in the service plan.
- p. Identification of conduct or action that constitutes a material departure from the service plan, to be administered as set forth in sections 13-65 and 13-66, as well as

# matters that may be approved administratively by the city or city staff, without the requirement of a service plan amendment.

- (2) Process. If the city council conditionally approves the service plan, it shall by resolution specify the changes or modifications to be made or additional information to be furnished by the proponent, together with the reasons for such changes, modifications, or additional information, and the date by which such modifications or information shall be submitted to the city. The city council shall continue the public hearing for a reasonable time, set forth in the resolution, pending submission of the required modifications or information, but only for the purpose of determining the conformity of submissions made by proponent with the requirements imposed by city council. Upon a determination that the submission conforms to the stated requirements, the city council shall issue its resolution approving the service plan. Failure by the proponent within the time stated to submit changes, modifications or additional information which conforms to the requirements in the resolution shall constitute grounds for disapproval of the service plan.
- (3) Legal effect. Any and all limitations or conditions included in the service plan pursuant to this section 13-63(d) are imposed pursuant to the authority of city council to approve a service plan with conditions and modifications. Further, it is expressly intended that every such limitation, and particularly those imposed as a debt or mill levy cap:
  - a. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent an amendment to the service plan approved by city council; and
  - b. Are, together with all other requirements of Colorado law, included in the "Governmental Powers" reserved to the state under the United States Bankruptcy Code, 11 U.S.C. 903, and are also included in the "Regulatory or Electoral Approval Necessary Under Applicable Non-Bankruptcy Law" as required for confirmation of a Chapter 9 bankruptcy plan under 11 U.S.C. section 943(B)(6).
- (e) Resolution. Any final approval or disapproval of the service plan shall be by written resolution adopted within 20 days after the conclusion of the public hearing which shall set forth in detail the reasons for the action taken. Such resolution shall constitute and document the final action of the city on the service plan for the purpose of any appeal to district court. No action or proceeding at law or in equity to review any acts or proceedings or to question the validity of city council's determination shall be brought or maintained in district court except as provided by and in accordance with § 32-1-206, C.R.S., and Rule 106, Colorado Rules of Civil Procedure. Any such proceedings not commenced within the times therein provided shall be barred.
- (f) Mandatory approval criteria. The proponent has the burden of persuading city council that all of the matters set forth below in this section 13-63(f) are true. The city council shall disapprove the service plan if it finds that the evidence is not sufficient to support any of such matters, or that it supports a contrary finding.

- (1) There is sufficient existing and projected need in the area to be served by the proposed district for the organized services and facilities to be furnished by it.
- (2) Existing service in the area to be served by the proposed district is inadequate for present and projected needs.
- (3) The proposed district is capable of providing economical and sufficient services and facilities to the area within its proposed boundaries.
- (4) The area to be included in the proposed district has or will have the financial ability to discharge the proposed indebtedness on a reasonable basis.
- (g) Discretionary approval criteria. The city council may in its discretion disapprove the service plan if it finds that the evidence is not sufficient to support any of the following matters, or that it supports a contrary finding.
  - (1) Adequate service is not or will not be available to the area to be served by the proposed district through the county, the city, or some other existing municipal or quasimunicipal corporation, including existing special districts, within a reasonable time and on a comparable basis.
  - (2) The facility or service standards of the proposed district are compatible with those of the city.
  - (3) Proposed development within the area of the proposed district is in substantial compliance with the then-current master plan of the city.
  - (4) The proposal is in compliance with any duly adopted county, regional or state long-range water quality management plan for the area.
  - (5) The creation of the proposed district will be in the best interests of the area proposed to be served by it.
- (h) Property owner protest. Notwithstanding the provisions of sections 13-63(f) and (g), city council shall disapprove the service plan if a petition objecting to the service plan signed by the owners of taxable real and personal property, which property equals more than fifty percent of the total valuation for assessment of all taxable real and personal property to be included in the district, is filed with the city manager not later than ten (10) days prior to the hearing, unless such property is excluded pursuant to section 13-63(c)(2).
- (i) Review fees. The fee for service plan review shall be an amount established from time to time by resolution of the city council. If city council determines that the circumstances of a particular district or service plan require additional or special review, it may require the proponent to furnish an additional amount to reimburse the city for reasonable actual costs needed for such additional or special review. The city will refund any portion of the additional or special review fee that is not expended by it in connection with the review. The

city council may waive all or any portion of the review fee for districts proposed for developed areas.

- (j). Notice of organization. Upon the organization of the district by the district court, the district shall furnish a copy of the decree of the district court declaring the district organized, at the same time that such decree is recorded in the records of the clerk and recorder pursuant to §32-1-105, C.R.S.
- **Sec. 13-64. Monitoring.** The requirements set forth in sections 13-64(a) through (d), and of any order issued by city council pursuant to section 13-64(e), are imposed in order to enable the city more effectively to exercise its authority to administer and enforce compliance by each district with the provisions of its service plan and any related instruments or documents provided by this article.
  - (a) Annual report. Not later than August 1 of each year, each district shall file an annual report with the city manager. The annual report shall contain the information and documents set forth in this section 13-64(a) applicable to and covering the fiscal year of the district ended the preceding December 31 (the "report year"), except as expressly stated below for a particular item. The annual report shall include the following:
    - (1) Contact information for the district, its general counsel, its accountant, and its directors and officers, including the dates on which the current terms of office of each director will expire.
    - (2) A narrative summary of the progress of the district in implementing its service plan for the report year.
    - (3) Except when exemption from audit has been granted for the report year under the Local Government Audit Law (part 6, article 1, title 29, C.R.S.), the audited financial statements of the district for the report year. When exemption from audit has been granted for such period the district shall furnish a copy of the request for audit exemption and all documents submitted to the state auditor in connection with such request. If the audit report for the district is not completed and submitted to the board by the due date for the annual report, the district shall include a statement to that effect in the annual report and file a copy of the audit report with the city manager within five (5) days after it is completed and submitted to the board.
    - (4) A copy of the adopted budget of the district for the current fiscal year, and any amendments or supplements to said budget adopted prior to the date on which the annual report is filed.
    - (5) Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures made by the district in the report year, identifying the major public improvements constructed and the amounts and sources of the funds expended therefor.

- (6) Unless disclosed within a separate schedule to the financial statements, a full and complete accounting for all expenditures and uses made during the report year of the proceeds of district debt.
- (7) A list of all rates, fees, tolls and charges imposed by the district as of the date on which the report is filed.
- (8) A copy of any and all orders of the district court entered during the report year which change or otherwise affect the legal boundaries of the district, together with a map showing and identifying the areas affected by such orders.
- (b) Board meetings. The district shall file with the city manager a copy of the notice of and the agenda for each meeting of the board at or before the time it posts the same as required by the open meeting law (§24-6-402(2)(c), C.R.S.). Such materials may be provided by electronic means.
- (c) Boundary changes. The district shall file with the city manager a copy of the notice of hearing before the board concerning any inclusion or exclusion of real property into or from the district, at the time it is sent for publication.
- (d) Financing documents. The district shall furnish any and all of the following to the city manager on or before the date specified for each:
  - (1) A copy of any and all ballot issues to be submitted to district electors by the district, at the time that such issues are certified to the clerk and recorder.
  - (2) Certification of the results of all district ballot issue elections to incur general obligation debt, as required by § 32-1-1101.5(1), C.R.S., within the times therein provided.
  - (3) At any time after the expiration of five (5) years from the date on which district debt was authorized at an election held by the district for such purpose, the city may require the district to apply for a finding of reasonable diligence with respect to such authorization, as provided by § 32-1-1101.5(1.5), C.R.S. Except as expressly provided herein with respect to timing, the provisions of § 32-1-1101.5(1.5), C.R.S., shall govern and control all aspects of the matter of quinquennial findings of reasonable diligence.
  - (4) A copy of any and all preliminary official statements (POSs) pertaining to district debt issues, within two days of the date on which they are issued.
  - (5) A copy of each comprehensive annual financial report (CAFR) filed by the district for the report year, at the time it is filed with any nationally recognized municipal securities information repository ("NRMSIR") or similar entity.
  - (6) Any and all notices of "material events" specified in Rule 15c2-12 of the Securities and Exchange Commission with respect to any outstanding district bonds. This notice shall be filed with the city manager regardless of whether it is required to be filed with any

NRMSIR or similar entity, at the time that such notice is or would be required to be furnished to any NRMSIR or similar entity under the rules of the Securities and Exchange Commission.

- (e) Modification of requirements. If the city council, after notice to the district and opportunity for hearing, concludes that one or more of the requirements specified in sections 13-64(a) through (d) above are not necessary or useful to the city in exercising its authority to administer and enforce district compliance with its service plan, it may waive or suspend any or all of the same for such period of time as it may determine is appropriate under the circumstances. If the city council, after notice to the district and opportunity for hearing, concludes that good cause exists on account of changed or special circumstances affecting a particular district, it may impose additional reporting or disclosure requirements upon and perform expanded monitoring of the actions of such district to determine its compliance or non-compliance with the various provisions of its service plan. The district shall comply with orders of the city council issued pursuant to this section 13-64(e) and shall further be obligated to reimburse the city for the reasonable costs of exercising its authority in connection with such orders.
- (f) Sanction for violation. If a district fails to comply with any requirement imposed by sections 13-64(a) through (d) or with an order of city council issued pursuant to section 13-64(e) within nine (9) months after the date it was due, the city council may, after notice to the district, direct the Routt county treasurer to withhold the release of any moneys of the district held by the treasurer until the district complies with the requirements set forth herein.

#### Sec. 13-65. Material departure from service plan.

- (a) Authority to enjoin. The city is authorized to enjoin any material departure by a district from its service plan. If a district has published a notice pursuant to § 32-1-207(3)(b), C.R.S., the city shall bring any such action within 45 days after the date of such publication, but the failure of or omission by a district to publish such notice shall not limit or impair in any way the authority of the city to enjoin a material departure by such district.
- (b) Material departure. A district which desires to take any action constituting a material departure as defined in this article shall first obtain city approval of an amendment to its service plan as provided in section 13-66 to accommodate the same. A district which seeks or undertakes to take any such action without such approved amendment shall be subject to any and all remedies provided by this article and by state law. A material departure is conduct of a district which causes or results in a change of a basic or essential nature as regards (i) the territory of the district, (ii) the facilities or services furnished by it, or (iii) its ability and willingness to accomplish the fundamental purposes for which it was organized. For the purposes of defining material departure, the omission or failure to act by a district shall be included in the concept of conduct or action. A material departure shallmay include, without limitation, any of the following:

- (1) The inclusion into the district of any lands or areas that are not within the corporate limits of the city, or are not within the limits of any ultimate service area established for the district in the service plan.
- (2) The furnishing of types of services or facilities which are not authorized by the service plan.
- (3) The issuance of indebtedness in excess of a debt cap established by the service plan.
- (4) The levy of general property taxes in excess of a mill levy cap established by the service plan.
- (5) A decrease in the level of services, or a failure without good cause, after <u>written</u> notice <u>by the city</u> and reasonable opportunity <u>for the district</u> to cure, to furnish (i) any type of, or major facility or system, or (ii) any type of service, which is a <u>significant</u>, <u>material basic or essential</u> element of the purposes for which the district was organized, as provided in its service plan.
- (6) The continued, persistent failure after written notice <u>by the city</u> and a reasonable opportunity <u>for the district</u> to cure, to furnish services or facilities according to city standards or those set forth in the service plan, as applicable. Such failure may consist, by way of illustration and not by way of limitation, of consistent and repeated instances of the following: lack of or unreasonably delayed response to requests from a significant or material number of customers or users for service; failure to cure deficiencies in the design, construction or installation of facilities or equipment; inaccurate, incomplete or late reporting or record keeping; failure to furnish competent, professional, trained personnel; failure to remove violent or insubordinate personnel; negligent or intentional damage to or loss or destruction of property; unusual regulatory agency involvement with or attention to services or facilities, unusual level of customer complaints and the like.
- (7) The failureIn cases where two or more districts are organized as part of a multiple-district structure in which the districts are required by intergovernmental agreement among them to participate in coordinated development of the property within their boundaries, the failure of any such district without good cause, after written notice and reasonable opportunity to cure, to perform an essential duty, *i.e.* issue authorized debt or otherwise participate in the development of new facilities, imposed upon the district by an agreement with another district or other entity, including the city, as part of a general development plan.such intergovernmental agreement.
- (8) The use or pledge of district funds or credit, after written notice by the city and reasonable opportunity for the district to cure, for any improvement or facility which does not furnish a clear and demonstrable benefit to the residents and owners of property in the district. A requirement by the city that any improvement or facility be furnished as a condition of land use or other approval for development of property in the district shall be conclusive evidence that such improvement or facility furnishes a clear and demonstrable benefit to the residents and owners of property in the district.

- (9) A Conduct defined or specified as constituting a material default by the district, after notice and reasonable opportunity to cure, underdeparture in an approved service plan or in any intergovernmental agreement with between the district and the city.
- (c) Process.
  - (1) The district shall bring to the attention of the city manager any act or circumstance that clearly falls within any of the criteria set forth in section 13-65(b).
  - (2) If, whether on the basis of If based upon reasonably reliable information provided by the district pursuant to section 13-65(c)(1) or information from any other source, the city manager believes that a material departure has occurred or is about to occur, he may request information and seek clarification from the district regarding the matters forming the basis for his concern about a potential material departure. The district shall be obligated to furnish the information requested and respond in writing to any requests for clarification from the city manager. If the district fails to respond to the requests of the city manager, or if following such response the city manager believes that a material departure has occurred or is about to occur, he shall notify city council of the facts which give rise to such belief and furnish city council with any and all additional relevant information.
  - (32) If the city council finds that good cause exists to believe that a material departure may have occurred or may be about to occur, it shall schedule a hearing to determine the matter and shall notify the district in writing of the date, time and place of such hearing, and of the general bases for the concern about possible material departure. The hearing shall be held between ten (10) and twenty-one (21) days following notice to the district. At said hearing the city manager, the district, and any interested party shall be entitled to present evidence and offer comment on the matters at issue. A verbatim record shall be kept of the proceedings. At the conclusion of the hearing, the city council shall by written resolution enter an order making its findings and determination whether a material departure has occurred, or whether specified action would constitute a material departure if taken by the district. Such order shall constitute and document the final action of the city for purposes of appeal to district court. No action or proceeding at law or in equity to review any acts or proceedings or to question the validity of city council's determination shall be brought or maintained in district court except as provided by and in accordance with § 32-1-206, C.R.S., and Rule 106, Colorado Rules of Civil Procedure. Any such proceedings not commenced within the times therein provided shall be barred.
  - (43) Upon the city council's finding of material departure pursuant to section 13-65(c)(32), the district shall immediately and without further order cease and desist from taking any action found to constitute a material departure and from taking any action in pursuance thereof. The city may immediately take any action it deems appropriate to enjoin or prevent the material departure from occurring or continuing, including without limitation filing a motion for injunction with the district court in the civil action organizing the district.

- (54) Nothing in sections 13-65(c)(21) and (32) shall limit or impair the authority of the city to commence proceedings in district court prior to conclusion of the process specified in section 13-65(c)(32) to enjoin conduct it reasonably believes constitutes or would constitute, if taken, a material departure when such action is necessary to prevent irreparable harm or to comply with the 45-day time limit specified in section 13-65(a).
- (65) Upon the district's filing with the city manager a service plan amendment that would accommodate or authorize the actions forming the bases for city council's determination of material modification ("proscribed actions"), the city council may in its sole and unfettered discretion permit the district to perform specified preliminary acts in pursuance of the proscribed actions that may be appropriate to avoid or prevent unnecessary hardship or delay for the district without compromising the legitimate interests of the city, or of the residents and property owners of the district.

#### Sec. 13-66. Service plan amendment.

#### (a) Pre-hearing process.

- (1) Amendment required. City approval of a service plan amendment ("amendment") is required in order for a district to undertake any action which would constitute a material departure from its service plan within the meaning of section 13-65 in the absence of such approval. Further, a district shall apply for city approval of an amendment if there is a substantial and material decrease in the financial ability of the district to discharge its existing or authorized indebtedness, or if there is a decrease in the existing or projected need for organized service to be provided by the district in the area proposed for such service.
- (2) Pre-filing conference. Prior to filing an amendment for review and consideration, a district may schedule a pre-filing conference with the city manager for the purpose of discussing and resolving questions and issues of mutual concern relating to the amendment. Such issues may include without limitation the scope and general content of the amendment, identifying specific portions of the existing service plan that must be amended, determining whether the amendment should consist of changes to isolated or distinct portions of the existing service plan or instead take the form of an amended and restated service plan, identifying the required submittals, identifying the approval criteria to be applied to the amendment, clarifying procedural questions including notices and review fees, and determining any other matters necessary to avoid surprise, confusion or unnecessary delay in the review process.
- (3) Formal commencement; staff review. The process to review and consider an amendment shall be initiated by the district filing an amendment meeting the requirements of section 13-66(b), together with all other documents and information required by said section, with the city manager. The city manager shall promptly review the submittal for conformity with the requirements of section 13-66(b) and shall notify the district in writing of any and all deficiencies that must be cured before the submittal is deemed complete and conforming. Upon receipt of a complete and conforming submittal the city manager shall

promptly forward the same to the city clerk, who shall schedule a public hearing on the amendment before city council and shall supervise the giving of notice thereof as provided below. The public hearing shall be scheduled for a date not later than 45 days from the date on which the city clerk receives the submittal from the city manager.

- (4) Notice of hearing. This section 13-66(a)(4) shall govern the giving of notice of public hearings on amendments, notwithstanding the provisions of section 13-10.
  - a. Upon scheduling the public hearing, the city clerk shall direct the district to give notice thereof to all interested parties as defined in section 13-63(a)(3). Notice of the hearing shall be in writing and set forth the following information: (i) the name and contact information of the district, (ii) a general description of the nature and purpose of the proposed amendment (e.g., "to authorize the district to exercise park and recreation powers," "to increase the debt cap of the district"), (iii) the place where the proposed amendment plan may be inspected by the public, (iv) a statement that all protests and objections to the amendment must be submitted in writing to the city manager at or prior to the commencement of the public hearing in order to be considered and that any protest or objection not presented in this time and manner shall be deemed waived, and (v) the date, time and place of the public hearing.
  - b. Notice shall be given not less than 14 days prior to the date of the public hearing by publication thereof, and by certified mail, return receipt requested, to the board of county commissioners of Routt County, the Colorado department of local affairs, and the governing body of each special district having territory in the proposed district and within three miles outside its boundaries. Upon the giving of notice, and not less than three days prior to the date of the public hearing, the district shall file with the city clerk a sworn statement, including a publisher's affidavit, verifying that notice was given as required by this section.
- (b) Submittal requirements. If the district has failed to comply with the requirements of section 13-64, it shall submit all documents and information necessary to effect a full cure of such failure as part of the submittal required by this section. In addition, all of the items listed below in this section 13-66(b) shall be included in the submittal filed pursuant to this section. The number of copies shall be as determined by the city manager.
  - (1) A written transmittal which (i) provides an executive summary of the reasons for and the contents of the amendment, (ii) formally requests review and consideration of the amendment, and (iii) contains a statement signed by the district attesting to the accuracy of the information contained in the submittal.
  - (2) The full text of the amendment, which shall contain all of the information and documents specified in §32-1-202(2), C.R.S, that are relevant and applicable to each portion of the service plan sought to be amended. The financial plan submitted pursuant to §32-1-202(2)(b), C.R.S., shall include actual experience of the district from the date of its organization or the most recent five (5) fiscal years, whichever is less.

- (3) A list of the names and addresses of all interested parties, except those persons who are interested parties solely by reason of owning taxable real property in the district.
- (4) Full payment of the review fees specified in section 13-66(g).
- (c) Public hearing and determination.
  - (1) Hearing. The hearing held by city council shall be open to the public. The city manager, the district, and any interested party shall be entitled to present evidence. Any evidence which in the discretion of city council is relevant to the provisions of the amendment shall be considered. Any written reports, analyses and recommendations prepared for the hearing by the city staff shall be furnished to the district not later than the date on which written materials for the meeting at which the hearing will be held are sent or made available to city council members. The hearing shall be conducted in accordance with general rules applicable to public hearings as established by state law and the custom, ordinances and regulations of the city.
  - (2) Determination. After consideration of the amendment, reports and evidence accepted at the public hearing, and applying the criteria set forth in section 13-66(f), the city council shall approve the amendment without condition or modification, approve it subject to stated conditions or modifications, or disapprove it.
- (d) Conditions, modifications. The provisions of section 13-63(d) providing for conditions and modifications of a service plan are fully applicable to amendments.
- (e) Resolution. Any final approval or disapproval of the amendment shall be by written resolution which shall set forth in detail the reasons for the action taken. Such resolution shall constitute and document the final action of the city on the service plan for the purpose of any appeal to district court. No action or proceeding at law or in equity to review any acts or proceedings or to question the validity of city council's determination shall be brought or maintained in district court except as provided by and in accordance with § 32-1-206, C.R.S., and Rule 106, Colorado Rules of Civil Procedure. Any such proceedings not commenced within the times therein provided shall be barred.
- (f) Approval criteria. In determining its action on the amendment, the city council shall apply those elements of the approval criteria set forth in sections 13-63(f) and (g) that are relevant and applicable to issues raised by or involved with the amendment, as necessarily tailored to the circumstances and conditions relevant to the amendment.
- (g) Review fees. The fee for review of an amendment shall be an amount established from time to time by resolution of the city council. If the city council determines that the circumstances of a particular district or amendment require additional or special review, it may require the district to furnish an additional amount to reimburse the city for reasonable actual costs needed for such additional or special review. The city will refund any portion of the additional or special review fee that is not expended by it in connection with the review.

The city council may waive all or any portion of the review fee for amendments proposed by districts whose areas are fully developed.

- **Sec. 13-67. Remedy for violations.** If, after written notice to the district and reasonable opportunity for the district to be heard, the city council finds based upon competent evidence that a district has failed to comply with any applicable provision of its service plan, state law or this article, it may, by resolution, authorize any or all of the following actions, as it deems appropriate:
  - (1) The exercise of any applicable remedy under the Special District Act.
  - (2) The withholding of any permit, authorization, acceptance or other administrative approval necessary for the district's development, use or occupancy of public facilities or construction.
  - (3) The exercise of any legal or equitable remedy, expressly including injunctive relief, pursuant to this article or to the terms of any intergovernmental agreement under which the district is in default.

# **AGENDA ITEM # 16**

# CITY COUNCIL COMMUNICATION FORM

FROM: Fritz Holleman, Special Water Counsel

Anthony B. Lettunich, City Attorney (879-0100) Philo Shelton, Director of Public Works (Ext. 204)

THROUGH: Jon Roberts, City Manager (Ext. 228)

DATE: Tuesday, May 5, 2009

RE: Ordinance - Second Reading: AN ORDINANCE CREATING A

WATER DEDICATION POLICY TO ENSURE THAT WATER SERVICE REQUIRED FOR NEW DEVELOPMENT OUTSIDE OF THE EXISTING CITY MUNICIPAL WATER SYSTEM DOES NOT INTERFERE WITH SERVICE TO EXISTING CUSTOMERS AND DOES NOT INTERFERE WITH THE CITY'S ABILITY TO MEET REASONABLY ANTICIPATED FUTURE WATER SUPPLY NEEDS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Holleman, Lettunich, and

Shelton)

NEXT STEP: Approve the Ordinance at Second Reading by Motion

X INFORMATION

X MOTION

X ORDINANCE

#### I. REQUEST OR ISSUE:

To request adoption of the attached revised Ordinance at second reading by motion.

#### **II. RECOMMENDED ACTION:**

Adopt the attached revised Ordinance at second reading by motion.

# **III. FISCAL IMPACTS:**

None.

# **IV. BACKGROUND INFORMATION:**

Fritz Holleman, special water counsel to the City, has made several presentations to the City Council as to the manner in which other water service providers in the state, including municipalities and special districts, require a dedication of water rights or payments in lieu of water rights to the water service provider as a condition precedent to annexation. The policy has been adopted by a number of such water service providers to ensure that (a) water service required for new development does not interfere with service to existing customers, (b) water service required for new development does not interfere with the City's ability to meet reasonably anticipated future water supply needs, (c) all new development bears an appropriate share of the expense that may be required to provide reliable water service to the new development, and (d) all new development bears an appropriate share of the investment that current and past residents of the City have made in developing a dependable water supply.

Attached is the revised redline version prepared by Mr. Holleman, which incorporates into the ordinance the revisions and modifications discussed at first reading on April 7, 2009.

# V. LEGAL ISSUES:

The Water Rights Dedication Policy would be implemented at the time a developer seeks annexation to the City and would be incorporated in the Annexation Agreement.

# **VI. SUMMARY AND ALTERNATIVES:**

While we believe that the attached redline revised Water Rights Dedication Policy fully incorporates the revisions and modifications discussed at first reading, the City Council may choose to give further direction to modify or revise the Ordinance at second reading.

If any further revisions are minor and easily inserted in the document, such changes can be made at the public hearing on second reading and incorporated into the adopted ordinance. If there are revisions or modifications that require further drafting, you may deem it advisable to table the second reading to a date

certain to allow a more measured approach to crafting the language. Therefore, your alternatives are to:

- A. Adopt the Ordinance at second reading as drafted; or
- B. Adopt the Ordinance at second reading with minor modifications; or
- C. Table the Ordinance to a future date directing further modifications or revisions that require additional drafting.

**End of Communication Form** 

# **CITY OF STEAMBOAT SPRINGS, COLORADO**

ORDINANCE NO.	
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AN ORDINANCE CREATING A WATER DEDICATION POLICY TO ENSURE THAT WATER SERVICE REQUIRED FOR NEW DEVELOPMENT OUTSIDE OF THE EXISTING CITY MUNICIPAL WATER SYSTEM DOES NOT INTERFERE WITH SERVICE TO EXISTING CUSTOMERS AND DOES NOT INTERFERE WITH THE CITY'S ABILITY TO MEET REASONABLY ANTICIPATED FUTURE WATER SUPPLY NEEDS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Council of the City of Steamboat Springs has determined that it is an important goal of the City to ensure that water service required for new development does not interfere with service to existing customers and does not interfere with the City's ability to meet reasonably anticipated future water supply needs; and

**WHEREAS**, the City Council of the City of Steamboat Springs has further determined that it is an important goal of the City to ensure that all new development bears an appropriate share of the expense that may be required to provide reliable water service to the new development, as well as an appropriate share of the investment that current and past residents of the City have made in developing a dependable water supply; and

**WHEREAS**, the City Council desires to adopt a Water Dedication Policy to achieve the goals set forth above.

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STEAMBOAT SPRINGS, COLORADO:

Section 1. Chapter 25 of the Steamboat Springs Municipal Code is hereby amended by the addition of a new Section 25-77, entitled "Water Rights Dedication Policy" in the form attached hereto as Exhibit A and fully incorporated herein by this reference.

Section 2. All ordinances heretofore passed and adopted by the City Council of the City of Steamboat Springs, Colorado, are hereby repealed to the extent that said ordinances, or parts thereof, are in conflict herewith.

Section 3. If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent, be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated.

Section 4. The City Council hereby finds, determines and declares that this Ordinance is necessary for the immediate preservation of the public peace, health and safety.

Section 5. This Ordinance shall take effect immediately upon the expiration of five (5) days from and after its publication following final passage, as provided in Section 7.6(h) of the Steamboat Springs Home Rule Charter.

	ORDERED PUBLISHED, as provided by law, by Steamboat Springs, at its regular meeting held on, 2009.
ATTEST:	Paul Antonucci, President Steamboat Springs City Council
Julie Franklin, CMC City Clerk	
<b>FINALLY READ, PAS</b> , 2009.	SED AND APPROVED this day of
ATTEST:	Paul Antonucci, President Steamboat Springs City Council
Julie Franklin, CMC City Clerk	

# Water Rights Dedication Policy -- Version for Second Reading May 2009

#### **Section 25-77.**

- **(a)** *Title.* This Chapter shall be known and may be cited as the "Water Rights Dedication Policy."
- **(b)** *Purpose.* The purpose of this Water Rights Dedication Policy is to ensure that water service required for new development does not interfere with service to existing customers and does not interfere with the City's ability to meet reasonably anticipated future water supply needs. The policy is intended to ensure that all new development bears an appropriate share of the expense that may be required to provide reliable water service to the new development, as well as an appropriate share of the investment that current and past residents of the City have made in developing a dependable water supply. For the foregoing reasons, and to promote the general welfare of the City and the public, the City adopts a general policy of conditioning new treated or raw water service from the City's municipal water system upon either a dedication of water rights or a payment of cash in lieu of water rights by the development to be served.
- **(c)** *Applicability.* This policy shall apply to all new requests for water service from the City's municipal water system to properties not within the City's municipal water utility service area as of the effective date of this policy. Any party that seeks water service under this policy is referred to herein as "Applicant."
- (d) *Water Demand Report.* Every Applicant requesting an extension of municipal water service under this policy must prepare and submit a report by a registered professional engineer detailing the water supply requirements for the development. At a minimum, the report shall address each of the following:
  - (1) An analysis of the annual and monthly water requirements in terms of both the total water demand and estimated consumptive use of the proposed development through full build-out conditions, and at any phases of development that are proposed for the project. The report shall identify peak day summer and winter water demands. The report shall identify uses for the water such as domestic, irrigation, industrial, water features, and/or large demand water features. The report shall include completed water demand worksheet forms, which shall be attached to the report as appendices. Acceptable water demand worksheet forms shall be kept on file with the Public Works Director. The sufficiency of the water demand report and water demand worksheets shall be subject to the discretion of the City Manager, in consultation with the Public Works Director and the City's retained water experts for engineering and legal analysis.
  - (2) An analysis of the ability of the City's municipal water supply to meet the expected demand under various hydrologic conditions, including a description of the physical source of water supply that may be used to serve the development.

- (3) Water conservation measures that may be implemented within the development.
- (4) Water demand measures that may be implemented within the development to account for hydrologic variability.
- (5) Such other information as the City may require.
- (e) *Water Rights Dedication*. The basic dedication requirement for every Applicant under this policy shall be the dedication to the City of a dependable legal supply of water equal to one hundred twenty (120%) and ten percent (110%) of the water rights necessary to meet the requirements identified in the water demand report.
  - (1) (1) Applicants must dedicate all direct flow, storage, and groundwater rights and permits historically used on the property to be served (the "appurtenant water").
  - (2)(2) Where there is not appurtenant water on the property, or where the appurtenant water will not provide a dependable legal supply equal to \(\frac{120\%110\%}{10\}\) of the estimated water requirement, the Applicant shall dedicate sufficient alternative water rights that can be folded into the City system without unreasonable expense or delay so as to meet the 120%110% water dedication requirement. A strong preference shall be given to water rights senior in priority to 1922, the date of the Colorado River Compact, provided the dedication of such rights to the City will not directly result in the permanent dry-up of historically irrigated acreage that would not otherwise occur but for the preference accorded such rights under this policy. Applicants seeking alternative water rights under this subparagraph (e)(2) are encouraged to explore rotating fallowing arrangements or other similar arrangements with the owners of senior agricultural water rights so that water rights senior to 1922 can be dedicated to the City without causing historically irrigated agricultural land to be permanently dried-up. If no acceptable water rights senior in priority to 1922 are available for dedication, the City may accept other types of alternative water rights, in the following order of preference:including, but not limited to the following:
    - a. Rights to store water upstream from the City's Elk River diversion;
    - b. Senior historic consumptive use credits that can be changed for direct use at any of the City's points of diversion, or storage in any City storage facility;
    - c. Stagecoach Reservoir water rights, and/or other storage rights in the Yampa Basin upstream from the City's Yampa River infiltration gallery;
    - d. Such other alternative water rights that City Staff, in consultation with the City's retained water experts, determine will meet the 120%110% dependable legal supply requirement and enhance the firm yield of the City's water supply.
  - (2) "Dependable legal supply" as that term is used in this policy means that the water rights proposed for dedication may reasonably be expected to provide a dependable

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water supply through the season of use in the amount for which they are decreed. In making this determination, factors to be considered shall include, but not by way of limitation, the adjudication date and appropriation date of the water rights, the decreed uses, the historic use of the water under the decree, the physical flow available and the administration practices of the office of the State Engineer.

- (3) Determination of the sufficiency of any water proposed for dedication under this policy shall be subject to the discretion of the City Manager or the Public Works Director, in consultation with the City's expert water consultants.
- (f) Cash In Lieu of Water Rights. As an alternative to the water rights dedication required under paragraph (e) above, Council may, at its discretion, allow an Applicant to provide a cash payment in lieu, or other valuable consideration, the sufficiency of which shall be calculated according to what it would cost the City to acquire 120%110% of the water requirement for the proposed development. City Council discretion to accept cash in lieu or other valuable consideration under this section is subject to the following conditions:
  - (1) The City must have sufficient water rights to meet the estimated water service requirement for the property to be served;
  - (2)The Applicant must not have access to the types of preferred water rights identified in paragraph (e)(2) above;
  - (3)(2) Any cash in lieu or other alternative arrangement shall be documented in a contemporaneous written agreement;
  - (3) Cash payments received by the City under this paragraph (f) shall be used to address the City's most pressing water supply needs. Council may exercise its discretion to dedicate this cash to purchase or develop additional water supplies, but in some cases the cash will be most effectively used to finance further
  - (4) engineering or legal analysis and work directed toward developing the City's existing water supplies.

# (g) Payment of Costs.

(1) Every Applicant shall be required to <u>place an initial</u> deposit with the Cityan initial fee of no less than \$10,000 to pay forcover the cost to the City offor the legal and engineering analysis required to determine whether water proposed for dedication will provide a dependable legal supply equal to \(\frac{120\%110\%}{110\%}\) of the estimated water requirement for the property to be served. The amount of the required initial deposit shall be indicted on the water demand worksheet forms kept on file with the Public Works Director. The Public Works Director shall have the discretion to raise or lower the amount required for the initial deposit based on a reasonable estimate of what the anticipated costs of the necessary legal and engineering review will actually be. The initial deposit shall be used to pay the costs of staff, legal consultants, engineering consultants, and other expenses that may be incurred by the City. This

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initial deposit is a cost reimbursement charge and is not related or credited to any other fee required by the City unless otherwise agreed by the City. DepositInitial deposit amounts in excess of the actual cost of the analysis will be refunded to the Applicant or credited against any agreed upon cash in lieu obligation. Where the initial deposit is not sufficient to cover the actual cost to the City of the required engineering and legal analysis, the Applicant shall be required to pay any such excess amount reasonably incurred. The City shall make a good faith effort will be made to generally account for the costs incurred, but the City shall not be obligated to provide a specific accounting of costs.

- (2) In addition to the dedication of water rights under paragraph (e) or cash in lieu or other arrangement under paragraph (f) above, Applicants shall be required to pay the City for all legal, engineering, and other costs incurred by the City to evaluate and/or adjudicate any augmentation plan or other water court application, if necessary, to provide new or increased water service to Applicant's property.
- (h) *Exceptions*. The City Council shall have the authority to substitute or waive any conditions or requirements of this policy deemed necessary to meet the purposes of this policy.

# Alternatives to paragraph (h) on exceptions:

- (1) There shall be no substitutions or exceptions to the conditions and requirements of this policy.
- (2) The City Council shall have the authority to substitute or waive any of the conditions or requirements of this policy, provided that any such substitution or waiver is consistent with and furthers the purposes of this policy as set forth in paragraph (b) above.

The City Council shall have the authority to substitute or waive any of the conditions or requirements of this policy, provided that any such substitution or waiver is consistent with and furthers the purpose of this policy as set forth in paragraph (b) above, and further provided that such substitution or waiver is rationally related to the water demand of the proposed development as indicated by the water demand report required under paragraph (d) above.

(i) *Phased Water Dedication*. Council may exercise its discretion to waive the upfront water dedication and/or cash in lieu requirements of this policy for a phased development subject to a written agreement whereby the Applicant agrees to dedicate water, or make payments in lieu, in phases as the development proceeds and requires water service. Any such phased dedication shall be documented in a written agreement. The sufficiency of the future water dedication, or cash in lieu, shall remain subject to the discretion of the City Council, and must meet the requirements of the water dedication policy, as it exists when water service for any phase of a development is requested. Any such phased dedication agreement should be recorded in the Routt County records so there is clear notice on the contingent nature of future water service.

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30178
Water Rights Dedication Policy – Policy

**(j)** *Open Space Annexation*. This Water Rights Dedication Policy shall also apply to property proposed to be annexed to the City for open space, park, aesthetic, recreation or agricultural purposes. In such circumstances, the required dedication shall only be the appurtenant water. If the owner of such property desires to retain the property for open space or agricultural purposes, Council shall allow the owner to lease back any dedicated appurtenant water, on an annual basis, and for irrigation, aesthetic and recreational purposes only. The terms of this lease shall be negotiated with the City Manager.

30178 Water Rights Dedication Policy – Policy

# **AGENDA ITEM # 17**

# CITY COUNCIL COMMUNICATION FORM

FROM: Fritz Holleman, Special Water Counsel

Anthony B. Lettunich, City Attorney (879-0100) Philo Shelton, Director of Public Works (Ext. 204)

THROUGH: Jon Roberts, City Manager (Ext. 228)

DATE: Tuesday, May 5, 2009

RE: Ordinance - Second Reading: AN ORDINANCE CREATING A

POLICY REQUIRING ADEQUATE WATER SUPPLY FOR NEW DEVELOPMENT; IMPLEMENTING THE REQUIREMENTS OF HOUSE BILL 08-1141, WHICH DIRECTS LOCAL GOVERNMENTS TO DENY DEVELOPMENT APPLICATIONS WHERE THERE IS NOT A DEMONSTRATION OF ADEQUATE WATER SUPPLY TO SERVE THE PROPOSED DEVELOPMENT; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

(Holleman, Lettunich, and Shelton)

NEXT STEP: Approve the Ordinance at Second Reading by Motion

X INFORMATION

X MOTION

X ORDINANCE

# I. REQUEST OR ISSUE:

To consider and approve the attached Ordinance at second reading by motion.

# II. RECOMMENDED ACTION:

Approve the attached Ordinance at second reading by motion.

# **III. FISCAL IMPACTS:**

None.

# **IV. BACKGROUND INFORMATION:**

Fritz Holleman, special water counsel to the City, has made several presentations to the City Council as to the implications of HB 08-1141 ("HB 1141"), which was passed by the Colorado Legislature last year. HB 1141 obligates a local government considering a land use approval to require details of the water demands of the new development sufficient to determine if there is an adequate supply of water to serve the new development. HB 1141 further directs local governments to deny applications for development permit approval where there is not a demonstration of an adequate water supply to serve the new development. HB 1141 gives local governments the discretion to implement the terms and provisions of HB 1141 to further the intent of HB 1141 and to determine at what point in the development process the determination of adequate water supply shall be made and what information the local government may require to make such a determination.

After introduction and approval of this ordinance at first reading on April 7, 2009, Mt. Werner Water & Sanitation District made several suggestions regarding language in the ordinance that addresses the determination of whether there will be an adequate supply of water as future development projects come forward within the District boundaries. After numerous exchanges and consultation with management and legal counsel for the Mt. Werner District, Mr. Holleman has revised the Ordinance to address those concerns, with particular reference to subsection (e). The attached Ordinance includes those changes.

In addition, Mr. Holleman and Jerry Dahl Philo Shelton have been in discussions with representatives of Steamboat 700 as to how this Ordinance would be applied to development applications for future projects in the Steamboat 700 area, if that land is annexed to the City. Those concerns are being dealt with in Annexation Agreement currently being negotiated.

# V. **LEGAL ISSUES:**

The Adequate Water Supply for Development Policy, as written, applies to any application for a Development Permit to serve fifty single-family equivalents ("SFEs") or more. HB 1141 authorizes the City to apply this policy to developments of less than fifty SFEs but the ordinance before you limits the applicability of these requirements to fifty SFEs.

# **VI. SUMMARY AND ALTERNATIVES:**

While we believe that the Adequate Water Supply for Development Policy as presented incorporates the direction previously given by City Council, and the concerns raised by interested parties since the approval at first reading, the consideration of the ordinance at second reading is an opportunity to make further modifications prior to final adoption.

The City Council may:

- (a) Approve the Ordinance as written at second reading;
- (b) Modify the Ordinance on the evening of May 5, 2009 and adopt at second reading as modified; or
- (c) Table the second reading to a future date if substantial changes are sought to the currently drafted Ordinance.

# **ATTACHMENTS**

Attachment 1. Letter from Chris Diamond, Steamboat Ski and Resort Corporation

**End of Communication Form** 



April 15, 2009

Steamboat Springs City Council P. O. Box 775088 Steamboat Springs, CO 80477 Via Email: jfranklin@steamboatsprings.net

Re: Proposed Ordinance Creating Adequate Water Supply Policy for New Development (HB 1141)

# Dear City Council:

I am writing to let you know that Steamboat Ski & Resort Corporation ("SSRC") generally supports certain of the comments being made with respect to the above proposed ordinance ("Water Supply Policy Ordinance") by Tom Sharp on behalf of the Mt Werner District in his e-mail to Fritz Holleman, Philo Shelton and Tony Lettunich dated April 11, 2009 concerning the proposed requirement that applicants for new developments submit a water demand report prepared by a professional engineer and pay a \$10,000 fee in connection therewith under all circumstances, regardless of whether "the water for the proposed development is to be provided by a water supply entity that has a water supply plan that meets [the statutory requirements of CRS 29-20-304(3) (Water Supply Requirements)]." As SSRC reads it, this section is supposed to be an exception to the requirement to submit such a report and pay the proposed fee and makes those requirements unnecessary and inappropriate.

SSRC is particularly concerned with the potential impact of this requirement on development at the Steamboat Ski Resort base area, which I think we all agree is an important component of the vision for the development, and redevelopment, of the base area in the coming years. As you know, the water for the base area projects will be provided by Mt. Werner Water. It is my understanding that Mt. Werner District intends to file a plan complying with the above statutory requirements so that this exception will be available and in effect with respect to, among other things, base area developments. I think it would be unfortunate if the City enacted an ordinance which read this exception out of the statute and/or made it unavailable to base area projects, since the costs of filing a separate plan and paying the fee would place an added and unnecessary cost and regulatory burden on those projects.

SSRC hopes the Council will consider the comments that have been provided by Mt. Werner and other parties on this issue and ensure that this part of the statute is given full effect in Steamboat Springs.

Sincerely,

Chris Diamond President and COO

# **CITY OF STEAMBOAT SPRINGS, COLORADO**

ORDINANCE NO.
---------------

AN ORDINANCE CREATING A POLICY REQUIRING ADEQUATE WATER SUPPLY FOR NEW DEVELOPMENT; IMPLEMENTING THE REQUIREMENTS OF HOUSE BILL 08-1141, WHICH DIRECTS LOCAL GOVERNMENTS TO DENY DEVELOPMENT APPLICATIONS WHERE THERE IS NOT A DEMONSTRATION OF ADEQUATE WATER SUPPLY TO SERVE THE PROPOSED DEVELOPMENT; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, HB 08-1141, titled "An Act Concerning Sufficient Water Supplies for Land Use Approval" was adopted by the Colorado legislature and signed into law by the governor in 2008; and

**WHEREAS**, HB 08-1141 directed local governments, including the City of Steamboat Springs, to deny applications for development permit approval where there is not a demonstration of an adequate water supply to serve the proposed development; and

**WHEREAS**, to implement the requirements of HB 08-1141, the City Council has directed Staff to prepare a new section in the Municipal Code to be known as the "Adequate Water Supply for Development Policy"; and

**WHEREAS**, the City Council desires to adopt the "Adequate Water Supply for Development Policy" to implement the mandates of HB 08-1141.

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STEAMBOAT SPRINGS, COLORADO:

Section 1. Chapter 25 of the Steamboat Springs Municipal Code is hereby amended by the addition of a new Section 25-78, entitled "Adequate Water Supply for Development Policy" in the form attached hereto as Exhibit A and fully incorporated herein by this reference.

Section 2. All ordinances heretofore passed and adopted by the City Council of the City of Steamboat Springs, Colorado, are hereby repealed to the extent that said ordinances, or parts thereof, are in conflict herewith.

Section 3. If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any

extent, be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated.

Section 4. The City Council hereby finds, determines and declares that this Ordinance is necessary for the immediate preservation of the public peace, health and safety.

Section 5. This Ordinance shall take effect immediately upon the expiration of five (5) days from and after its publication following final passage, as provided in Section 7.6(h) of the Steamboat Springs Home Rule Charter.

	<b>RED PUBLISHED</b> , as provided by law, by boat Springs, at its regular meeting held on 2009.
ATTEST:	Paul Antonucci, President Steamboat Springs City Council
Julie Franklin, CMC City Clerk	
FINALLY READ, PASSED AN, 2009.	<b>D APPROVED</b> this day of
ATTEST:	Paul Antonucci, President Steamboat Springs City Council
Julie Franklin, CMC	

Adequate Water Supply

# Adequate Water Supply for Development Policy State law reference: C.R.S. §§ 29-20-103 to 306.

# May version incorporating Mt. Werner comments

#### Section 25-78

- (a) *Title.* This Chapter shall be known and may be cited as the "Adequate Water Supply for Development Policy."
- **(b)** *Purpose*. The purpose of this policy is to implement the requirements of House Bill 08-1141, "Concerning Sufficient Water Supplies for Land Use Approval," which directs local governments, including municipalities, to deny applications for development permit approval where there is not a demonstration of an adequate water supply to serve the proposed development.
- **(c)** *Applicability.* This policy applies to every application for a development permit that will require water service in the amount required to serve fifty single-family equivalents ("SFEs") or more. It applies to any redevelopment that would require an increase over the level of existing water service in this same amount. City Council may, at its discretion, apply this policy to smaller developments.
  - (1) "Applicant" as that term is used in this policy means any person or entity seeking development permit approval.
  - (2) "Development permit" as that term is used in this policy means any of the permissions granted pursuant to an application for a specific development project under any of the following provisions of the Community Development Code ("CDC") of the Steamboat Springs Municipal Code:
    - a. Rezoning under section 26-62;
    - b. Use with criteria under section 26-64;
    - c. Development plans under sections 26-65 and 26-66;
    - d. Subdivision under sections 26-67 and 26-68.
- **(d)** *Development permit approval.* The City shall not approve an application for a development permit unless it first determines, in its sole discretion, after considering a development permit application, and all of the additional information required under this policy, that the water supply for the proposed development will be adequate. In making the adequacy determination, the City shall consider the following information:
  - (1) The Applicant's water demand report. An Applicant for a development permit is required to submit to the City a report prepared by a registered professional engineer that details the development's water requirements and the water resources that will be used to meet that requirement. At a minimum, the report must address all of the elements identified in the water demand report required under section 25-77(d) of the City's Water

Rights Dedication Policy.

- (2) The City shall take into account whether the applicant has dedicated water rights under the City's Water Rights Dedication Policy or paid cash in lieu or other fees for the purpose of acquiring water for or expanding or constructing the water infrastructure to serve the proposed development. See C.R.S. § 29-20-305(1)(c).
- (3) The City may request, at its discretion, a letter from the State Engineer commenting on the Applicant's water demand report. See C.R.S. § 29-20-305(1)(b).
- (4) If and when the City develops a "water supply plan" that meets the requirements of C.R.S. § 29-20-304(3), and then places that plan on file with the Public Works Director so that it is available for public review, an Applicant's water demand report as required by paragraph (d)(1) above should be prepared by reference to said plan. An Applicant's water demand report may incorporate by reference any provisions of said plan.
- (5) The City may consider any other information it deems relevant, including any information required under its ordinances and regulations, including, for example and without limitation, the City's Water Dedication Policy. See C.R.S. § 29-20-305(1)(d).

# (e) Coordination with the Mount Werner Water and Sanitation District.

- (1) The Mount Werner Water and Sanitation District (the "Mount Werner District") is a "water supply entity" which supplies, distributes, and provides water at retail within the boundary of such District. Most of the boundary of the Mount Werner District is within the boundary of the City.
- (2) Pursuant to C.R.S § 29-20-304(3), the Mount Werner District may adopt a water supply plan meeting the requirements of such statutory section and may file such water supply plan with the City. If such a water supply plan has been prepared and adopted by the governing board of the District, complies with the requirements of C.R.S § 29-20-304(3), and has been filed with the City, and if the development of a property located within the area of the City which is within the boundary of the Mount Werner District is to be provided with water exclusively by the Mount Werner District, then pursuant to C.R.S § 29-20-304(3) the Applicant for such development permit is not required to submit the water demand report required by subsection (d)(1) above to the City.
- (3) Unless exempted pursuant to subsection (e)(2) above, any Applicant seeking approval of a development permit for a property located within the area of the City which is within the boundary of the Mount Werner District shall submit the water demand report required by subsection (d)(1) above to both the City and the Mount Werner District. The City shall in such case confer with the District regarding the adequacy of the water demand report, and the ability of the District to supply the anticipated demand of the development.
- (4) No development permit for a property located within the area of the City which is within

the boundary of the Mount Werner District shall be granted by the City without a letter from the Mount Werner District expressing its ability and commitment to provide treated water service to the proposed development. Where the Mount Werner District has so indicated its ability and willingness to serve such a property, the City shall presume that there is an adequate supply of water to serve the proposed development, unless presented with substantial evidence to the contrary.

- (5) Subject to subsection (e)(4) above, the City shall retain its sole discretion to determine whether the proposed water supply for a development will be adequate.
- (6) The City retains its sole discretion to approve or deny a development permit for a development of property located within the area of the City that is within the boundary of the Mount Werner District.
- **(f)** Adequacy determination to be made only once. Where a proposed development is subject to review under more than one of the CDC subsections identified in paragraph (c)(2) above, the adequacy determination required under this policy shall be made at the earliest applicable point in the development approval process, and, once made, shall not be revisited unless the water demands or water supply for the project for which development approval is sought are materially changed.
- (g) Payment of Costs. Accept with respect to development on property within the area of the City which is served by the Mount Werner District and addressed in paragraph (e) above, every Applicant shall be required to place an initial deposit with the City to cover the cost to the City for the legal and engineering analysis required to review the water demand report required by subsection (d)(1) of this policy above. The initial deposit shall be used to pay the costs of staff, legal consultants, engineering consultants, and other expenses that may be incurred by the City. The amount of the required initial deposit shall be indicted on the water demand worksheet forms kept on file with the Public Works Director. The Public Works Director shall have the discretion to raise or lower the amount required for the initial deposit based on a reasonable estimate of what the anticipated costs of the necessary legal and engineering review will actually be. This cost reimbursement charge is not related or credited to any other fee required by the City. Deposit amounts in excess of the actual cost of the analysis will be refunded to the Applicant. Where the initial deposit is not sufficient to cover the actual cost to the City of the required engineering and legal analysis, the Applicant shall be required to pay any such excess amount reasonably incurred. The City shall make a good faith effort to generally account for the costs incurred, but the City shall not be obligated to provide a specific accounting of costs.

# **AGENDA ITEM # 18**

# CITY COUNCIL COMMUNICATION FORM

FROM: Nancy Engelken, Community Housing Coordinator (Ext.

253)

**Bob Litzau, Interim Finance Director (Ext. 239)** 

THROUGH: Tom Leeson, AICP, Director of Planning & Community

**Development (Ext. 244)** 

Jon Roberts, City Manager (Ext. 228)

DATE: May 5, 2009

ITEM: Amendment to the Wildhorse Meadows Community

**Housing Plan 07-04** 

	DIRECTION
	INFORMATION
	ORDINANCE
_X_	MOTION
	DECCLUTTON.

\_\_\_ RESOLUTION

# I. REQUEST OR ISSUE:

Resort Ventures West has submitted a revised Community Housing Plan for Wildhorse Meadows under the Alternative Compliance Methods section of the Community Development Code.

# II. RECOMMENDED ACTION:

City Council needs to consider multiple policy questions within the proposed Community Housing Plan revision and make a motion to approve, deny or table the revised Community Housing Plan with any conditions of approval City Council may choose to include.

# III. FISCAL IMPACTS:

None at this report.

# IV. BACKGROUND INFORMATION:

The Wildhorse Meadows Community Housing Plan was approved on July 20, 2006 and included the required 75.42 Inclusionary Zoning units for the Wildhorse Meadows development. On February 5, 2008, City Council approved a revised Community Housing Plan that included an additional 18 units generated by the One Steamboat Place development for a total of 93.42 units for the First Tracks development. Resort Ventures West, the developer of Wildhorse Meadows, proposed a total of 94 units in two phases of 47 units each. The revised Community Housing Plan also included an increase in the average area median income level (AMI) for all the units from the 2006 average of 90% AMI to the 2007 average of 100% AMI and an exit strategy, both per the revised 2007 Inclusionary Zoning Ordinance. On December 2, 2008, City Council denied a proposed amendment to the Wildhorse Meadows Community Housing Plan for First Tracks that would have substituted the existing deed restriction with one that only required employment in the County. The proposed Amendment was denied because it did not adhere to requirements in the CDC for Community Housing Plans.

Since the Wildhorse Meadow's Community Housing Plan was approved in February 2008, global economic changes have profoundly impacted household incomes, jobs and economic stability with corresponding impacts on real estate sales. These changes have affected who is able and willing to purchase housing. The overwhelming interest in the First Tracks project has been from households with incomes below 85% AMI. Because the Inclusionary Zoning target AMI for this project averages 100% AMI, a limited number of units are available to households below 85% AMI. Of those units, only one two bedroom unit was designated for a household at 80% AMI (all others are for households at 113%) AMI.) Two different research studies (the 2008 Workforce Housing Demand Analysis and the 2009 draft of the Routt County Housing Needs Assessment) confirm housing needs for households below 100% AMI and openness to limited appreciation-based deed restrictions; however, these households are very likely affected by the current economic conditions. Consequently, actual real estate sales to households at these income levels have been limited by both the total number of units available at First Tracks and the type of units available. Households above 100% AMI have found more housing options as a result of lower real estate prices in older condominiums and townhomes (in particular), also a result of economic changes.

Wildhorse Meadows is proposing an amended Community Housing Plan submitted under the Alternative Compliance Methods Section for Community Housing in the CDC Section 26-149 g (7). That Section states: *The city council shall have the discretion to accept in-lieu consideration in any form so long as the value of that consideration is equivalent to or greater than the payment-in-lieu contributions required by this section and that the acceptance of an alternative form of consideration will result in additional benefits to the City of Steamboat Springs consistent with this section.* The proposed community

housing plan consists of payment in lieu for some units within First Tracks combined with a voluntary real estate transfer fee of .5% at initial sales, payable at closing, and a .5% real estate transfer fee at each resale transaction for the remainder of the Wildhorse Meadows development.

The Wildhorse Meadows Community Housing Plan consists of multiple parts. The numbered items correspond to sections within the submitted proposed Community Housing Plan dated April 13, 2009.

# 1. <u>Number of units for Phase 1 of First Tracks subject to payment in lieu.</u>

Phase 1 of First Tracks, as approved by City Council in February 2008, includes 47 units of affordable housing. The applicant is proposing only 39 units, or only the units associated with the current approved portions of Wildhorse Meadows (Trailhead Lodge and the Home Sites) and One Steamboat Place be considered under a payment in lieu proposal. As proposed, the 8 remaining units included in the approved First Tracks development would not be subject to either payment in lieu or a voluntary real estate transfer fee.

# **Questions:**

- Does City Council want to approve the applicant's proposal?
   Or
- 2. Does Council want to require payment in lieu for all 47 units under the approved First Tracks Phase 1 project except for those currently under contract?
- 3. Does City Council want to consider other options?

# 2. <u>Commitment to the existing contract holders.</u>

The applicant indicates in their proposal they will "continue to honor the existing contracts and will continue to work with our contract holders until they are able to close escrow, for a period of one year from Certificate of Occupancy." The applicant also notes contract holders are dependent on a financing program offered by USDA Rural Development. That financing program requires secondary market approval for the condominium project ("condominium approval") as well as mortgage financing ("financing approval"), both verified through a lender's "self-certification" process. The applicant indicated to Staff by e-mail in late January 2009 they were applying for condominium approval from FHA. The applicant has, in fact, as of April 23 not submitted paperwork for this condominium approval.

FHA also requires 51% of units in an approved condominium project be owner-occupied and prohibits rentals for less than 30 days. FHA will approve financing for households when 51% of units are under contract

however the Rural Development loan requirements specify 70% of units must be under contract (which follows Fannie Mae requirements.)

Absent of adhering to the following requirements from FHA and one to extend the contracts for the existing contract holders, it is Staff's opinion the proposed Community Housing Plan amendment will result in the loss of the current contracts for the housing units at First Tracks. Those requirements include:

- The applicant needs to apply for and receive condominium approval from FHA or another secondary market lender (Fannie Mae, Freddie Mac, or Ginnie Mae.)
- ➤ The applicant needs to insure 51% of the First Tracks units will be owner occupied for FHA or adhere to other secondary market lender requirements for owner occupancy.
- ➤ The HOA documents need to prohibit rentals for less than 30 days including nightly rentals.
- Written contracts with the existing contract holders need to reflect the applicant's promise to extend those contracts for 1 year from Certificate of Occupancy. Written contracts with homebuyers currently expire on May 30, 2009.

# **Questions:**

- 1. What commitments, if any, does City Council want made to existing contract holders?
- 2. Does City Council want to require any Conditions of Approval to this effect?

# 3. Shared appreciation deed restriction

FHA has approved the City's deed restriction that would be applied to this project. The applicant is proposing an additional deed restriction, a "shared appreciation model", that returns a percentage of appreciation on a given unit at the point of sale back to the City. Those funds can then be applied to the previous deed-restricted unit or to other affordable housing.

FHA has strict requirements for deed restrictions including affordability for a minimum of 30 years for households at or below 115% AMI. FHA will not approve many types of deed restrictions including the one previously proposed by the applicant, an employment-based deed restriction, because it did not guarantee affordability for households at the target income levels. FHA documents and conversations between Staff and FHA Staff indicate they will approve a shared appreciation deed restriction that meets specific requirements. The drafting, review, and approval process for the City's current deed restriction with FHA took approximately 3 months.

#### **Questions:**

- 1. Does City Council want to direct Staff to work with FHA on creating a shared appreciation model deed restriction?
- 2. Does City Council want this FHA-approved shared appreciation deed restriction to be offered as a condition of approval?

# 4. Proposed payment in lieu fee and formula

The applicant is proposing a payment in lieu (PIL) fee equal to the lesser of a number based upon a formula discussed below or the difference between the actual net selling price and the current approved deed-restricted price for non-contracted deed restricted units. The applicant is proposing the fee in lieu be paid at closing of deed restricted units (sold at market rate.)

The applicant's proposed payment in lieu formula is based, roughly, on the payment in lieu formula in effect when the DP for Wildhorse Meadows was approved in July 2006. The payment in lieu formula has been updated twice since 2006 to account for fractional units, mobile homes and deed restricted units with a major revision approved by City Council in July 2008. The payment in lieu formula (from 2006 as well as that most recently approved) contains multiple variables. Changes to any of the variables will result in significant change to the final payment in lieu.

The applicant has deviated from the 2006 payment in lieu formula in the following categories:

- Annual income in the 2006 formula was 90% AMI, not 100% AMI. Similarly, the 2006 Inclusionary Zoning Ordinance targeted households at an average of 90% AMI whereas the applicant's approved Community Housing Plan targets households at an average of 100% AMI. The difference between 90% AMI and 100% AMI for a 2.5 person household in 2008 is \$6435 with corresponding changes in an affordable monthly housing payment.
- The affordable monthly housing payment in the 2006 formula was figured at 30% of monthly gross income. The applicant has proposed an affordable monthly housing payment at 32% of monthly gross income. The difference for a 2.5 person household is \$268 a month or \$96,480 over a 30 year mortgage.
- The 2006 formula was based upon a 6.5% APR. The applicant is proposing a 5.5% APR.

Per the 2006 payment in lieu formula, the applicant is proposing excluding residential properties below \$25 sales price per square foot but including mobile homes, fractional units and deed restricted units above the \$25 amount. Staff reviewed the Routt County Assessor's database and also the Clerk and Recorder's records for the time period proposed by the applicant for residential sales within the City of Steamboat Springs. *Every property* 

sold in that time period with a sales price per square foot between \$25 and \$150 except one was a mobile home, deed restricted unit or fractional unit. The one exception was a property that appeared to be sold between related parties. The 2008 adopted payment in lieu formula uses the \$150 sales price per square foot as the lower end exclusion for calculating a median sales price per square foot basis for PIL.

The difference in the average price per square foot between including these mobile home, deed restricted and fractional ownership properties and excluding them is \$317 average sales price per square foot (including) or \$386 average sales price per square foot (excluding). For payment in lieu, using the applicant's proposed formula in other categories, this represents a difference of \$35,948 vs. \$97,895. If a monthly payment is calculated based upon 30% of income, the fee in lieu difference is \$47,451 vs. \$114,398.

While Staff concurs a 5.5% APR is realistic currently, in the past 4 months, interest rates have varied significantly. Staff has consulted with local mortgage lenders and a bank president to attempt to gauge future interest rates. While all believe interest rates will increase with inflation, no one can predict when that will happen (although one suggested it may occur this summer.) Currently, Staff may bring payment in lieu adjustments such as interest rates to City Council at any time during the year and this formula is updated at least annually.

Attached please find the 2006 payment in lieu formula and the adopted 2008 payment in lieu formula.

Bear Lodge at Trappeur's Crossing proposed a fee in lieu due at closing for the 6 deed restricted units within that project. The legal agreement approved by City Council specified the amount of the fee in lieu would be that in effect at the time of closing.

City Council did require a form of security for fee in lieu for the Bear Lodge at Trappeur's Crossing deed restricted units. The Bear Lodge legal agreement also required that applicant pay for any City Staff costs related to collecting fee in lieu. The Bear Lodge legal agreement for fee in lieu was based upon a previous City agreement for off-site improvements.

# **Questions:**

- 1. What payment in lieu formula does City Council want to approve specific to this project?
- 2. Does City Council want to allow the option for the applicant of paying the lesser of a payment in lieu based upon an approved formula particular to this project or the difference between the net selling price of units and the currently approved deed-restricted price of those same units?

- 3. Does City Council want the applicant to pay for City Staff costs related to collecting fee in lieu?
- 4. Does City Council want to require some form of security for payment in lieu?

# 5. First Tracks Phase II

The applicant proposes to exclude Phase II of First Tracks, 47 units, from either a payment in lieu or a voluntary real estate transfer fee. This proposal means a total of 55 units (8 from Phase 1 and 47 from Phase II) would not be subject to either a payment in lieu or a voluntary real estate transfer fee and could be sold, unrestricted, on the free market.

The applicant bases their proposal on the location of First Tracks, the clustering of the buildings and the size of the units, all of which, the applicant contends, restricts the price of the units. The applicant does have the option of an interior remodel within Phase II of First Tracks to create larger units. This suggestion was made on multiple occasions by Staff to the applicant during 2008 to respond to market demand for 2 and 3 bedroom units as opposed to studio and 1 bedroom units. The result would be fewer, albeit larger, deed-restricted units.

# **Questions:**

1. Does City Council want to approve the applicant's proposal?

Or

2. Does City Council want to require payment in lieu, a voluntary real estate transfer fee, or consider other options for Phase II of First Tracks?

# 6. Voluntary Real Estate Transfer Fee

The applicant is proposing a voluntary .5% real estate transfer fee at initial sales, payable at closing, and a voluntary .5% real estate transfer fee at each resale transaction to be applied to the remainder of the Wildhorse Meadows development.

Wildhorse Meadows received DP approval on July 26, 2006 that included a 10 year vesting. Only Trailhead Lodge and First Tracks have received final development approvals. The Voluntary Real Estate Transfer fees, as proposed, are applicable to the Condominium Hotel, the Mountain Lofts and the Townhomes, none of which have received final approvals. Therefore, while the applicant has projected the number of units within the CHP submittal, the actual unit numbers, sizes and building specifics will be

dictated by the FDP process and City Council approval. The applicant has not submitted any of the above listed projects for final approvals. The projected release date and per unit value is also tied to final approvals. Vesting only requires that the applicant must submit a final development plan within the 10 year time period, or by July 26, 2016; vesting does not require completion of the development within that time period.

The assumptions for present value as presented by the applicant are based upon economic variables that, like interest rates, have seen dramatic shifts in the last 6 months. They reflect one possibility but may not be correct in the future.

Because the Voluntary Real Estate Transfer fee is tied to projects that have not yet received final approval, Staff cannot accurately estimate the total value of these fees. While the applicant estimates a "release date" for units beginning in 2010, actual closing of those units with fees corresponding to the Voluntary Real Estate Transfer Fee will occur after that date. Conceivably, the City may not see any revenue generated from these proposed fees until 2011 and then only for initial sales at one (proposed) 48 unit building. The final building, according to the applicant, is projected to be released for sale in 2014 which likely puts closings into 2015. Full build-out then, by these estimates, will be in 6 years. This assumes submittal of FDP's beginning this year for the first of the Townhomes (scheduled for release in 2010.)

At full build-out as the entire Wildhorse development project has been proposed and over a 30 year time period, Staff concurs with the developer that a voluntary real estate transfer fee will generate more funds than payment in lieu for First Tracks alone. Payment in lieu for the 94 units at First Tracks calculated using the adopted 2008 formula is \$11,056,656.

# **Questions:**

- Does City Council want to approve the applicant's proposal?
   Or
- 2. Does City Council want to apply any conditions of approval or consider other options?

#### V. LEGAL ISSUES:

None at this report.

# VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None at this report.

# **VII. SUMMARY AND ALTERNATIVES:**

City Council may:

- 1. Approve the Wildhorse Meadows CHP Amendment 07-04;
- 2. Approve the Wildhorse Meadows CHP Amendment 07-04 with Conditions of Approval;
- 3. Table the Wildhorse Meadows CHP Amendment 07-04
- 4. Deny the Wildhorse Meadows CHP Amendment 07-04;
- 5. Provide direction to Staff

# **Attachments:**

- 1. Wildhorse Meadows Community Housing Plan proposal dated April 13, 2009.
- 2. The payment in lieu formula from the 2006 Inclusionary Zoning Ordinance.
- 3. The payment in lieu formula adopted in July 2008.
- 4. City Council Staff Report and Minutes from the February 5, 2008 public hearing that approved the Wildhorse Meadows revised Community Housing Plan.
- 5. Wildhorse Meadows Community Housing Plan Updated August 7, 2007



# Community Housing Plan Updated April 13, 2009

Since January 2008, Resort Ventures West ("RVW") has been working, diligently, in marketing and selling community housing units at First Tracks at Wildhorse Meadows. Despite all of our efforts, we have only been able to contract 13 out of 47 units. The results of our sales efforts and the subsequent financial melt down has proven demand for our product is not what was originally projected or expected by the City of Steamboat Springs. We are aware that the Steamboat Springs City Council has been contemplating making changes to the Community Housing Ordinance due to the results of the various affordable housing efforts in our current market. We understand however that those changes may not be finalized until later this summer.

Building C (21 units) at First Tracks will be ready for occupancy in May 2009, and Building D (27) units will be ready in July 2009. Unfortunately, due to the current home mortgage lending market, none of the 13 contract holders will be able to consummate their transaction. All 13 contract holders require a very unique financing program, offered by USDA RD, which requires 71% pre-sale.

As you can see, we cannot wait until this summer. As such, we propose that the Wildhorse Meadows Community Housing Plan shall be revised as follows:

#### **Current Wildhorse Meadows Development - Affordable Housing Generation Schedule:**

<u>Project</u>	Parcel #	# of Market Residential Units	Average Size	Mitigation Rate	Req'd # of Affordable Units
Wildhorse Meadows					
Homesites	SFL	41	3,600	20%	8
Trailhead Lodge	2	86	1,092	15%	<u>13</u>
One Steamboat Place					<u>18</u>
Total Affordable Housing Units Required					

We will continue to honor the 13 existing contracts and will continue to work with our contract holders until they are able to close escrow, for a period of one year from Certificate of Occupancy. In addition to the existing FHA approved deed restriction, we propose that a shared appreciation based deed restriction be also considered as an alternative.

The remaining required units (26 units) will be sold non-deed restricted at market rate. A payment in lieu ("PIL") fee equal to the lesser of a) \$35,948.00 (calculation detail on the following page) and b) the difference between the actual net selling price and the currently approved deed-restricted price will be paid at closing. The proposed payment in lieu fee is as follows:

#### PROPOSED PAYMENT IN LIEU FEE

Step 1: Determine Affordable Monthly Housing Payment		
Annual Income @ 100% AMI for Routt County (2.25 Person Household)	\$	64,350
Affordable Monthly Housing Payment @ 32% of Monthly Gross Income	\$	1,716
Step 2: Determine Affordable Purchase Price		
Property Taxes/Insurance/HOA estimate (20% of Affordable Hsg. Pmt.)	\$	343
Monthly Mortgage Payment (based at 5.5% interest, 30-year term, 95% LTV)	\$	1,373
Maximum Mortgage Amount (rounded)	\$	241,780
5% Down Payment	\$	12,725
Affordable Purchase Price	\$	254,505
Step 3: Determine Market Rate Cost per Unit		
Typical affordable unit size		900
Average price per square foot*	\$	317
Market Rate Cost Per Unit	\$	285,453
Step 4: Determine Payment in Lieu		
Difference between Affordable Purchase Price and Market Rate Cost per Unit	\$	30,948
Administrative fee @ \$5,000	\$	5,000
Payment in Lieu (per unit)	•	35,948
r ayment in Lieu (per unit)	Ψ	JJ, <del>J+</del> 0

<sup>\*</sup>Average Price Per Square Foot was arrived at in the following manner:

- 1) Export data for all sales in City of Steamboat Springs from Assessor's website, with the date range set 1/1/2007-12/31/2008.
- 2) Remove the following property types: ag vacant, commercial, exempt and vacant
- 3) Divide Sale Price Listed by Square Footage Listed
- 4) Eliminate all sales where the result of the above price per square foot calculation is <\$25 or >\$580 (this was how the original calculation was done in 2006)
- 5) Take the average of the price per SF for all units remaining.

## PIL Fee Projections:

	# of Units	PIL Fee	ı otai
First Tracks	26	\$35,948	\$934,648

The remaining inventory units at First Tracks Phase I (8 units) will also be sold non-deed restricted at market rate, but they will not carry a PIL fee.

#### **Remaining Wildhorse Meadows Development:**

For the remaining development at Wildhorse Meadows, we propose to establish a voluntary .5% real estate transfer fee at initial sales, payable at closing. We also propose to establish a .5% real estate transfer fee at each resale transaction. The funds created by this transfer fee will be earmarked to an affordable housing fund to be managed by the City of Steamboat Springs.

This proposal is not applicable to First Tracks Phase II. The site planning for First Tracks was driven by a specific mandate. The site planning and building and unit design was heavily constrained by the values and dimensional criteria set forth in the Community Housing Ordinance. Buildings were sized and grouped based on that criteria, which influenced the building orientation and location on the site. Hence,

some units do not have the quality views that others do. Unit square footages were limited and the unit type mix within the development was shifted from what market-driven programming would have suggested. These hurdles create a pricing constraint for Phase II, which has severely discounted the value of the property and has thus already been subject to a substantial economic loss due to the CHP process.

#### **Proposed Mitigation Projections:**

#### **Remaining Wildhorse Meadows Development Projections:**

Wildhorse Meadows	Parcel #	# of Units (*)	Pe	r Unit Value	Release Date
Condominium - Hotel	1	200	\$	1,050,000	6/1/2013
Mountain Lofts	3	48	\$	1,147,500	3/1/2011
Mountain Lofts	4	40	\$	1,147,500	9/1/2014
Townhomes	5	20	\$	2,240,000	3/1/2012
Townhomes	6	48	\$	1,487,500	6/1/2010
First Tracks - Phase II	7	<u>49</u>	\$	-	6/1/2009
	Total	405			

<sup>(\*)</sup> Subject to change, based on Final Development Plan approval of each parcel.

#### **Assumptions for Present Value:**

Annual Property Price Increase (average): 2%

Resale Frequency: 42 months

Discount Rate 3%

#### **Projections:**

Description	<u>Amount</u>
Payment of Initial Sales, at retail closing of units	\$ 2,135,900
Present Value of Initial Sales	\$ 1,958,442
Present Value of Re-Sale Payments	\$ 39,501,533
Present Value of Payments	\$ 41.459.975

#### Summarv:

In summary, we believe we have done everything in our ability to sell our community housing units. We have been very concerned that, in light of the results revealed by the Housing Market Demand Analysis, coupled with the current economic conditions, the market for deed restricted product is not sufficient to absorb the quantity of units that are being provided. Furthermore, we now face the reality that our contract holders are not in a position to obtain financing.

Council has acknowledged that time has come to revise the current Community Housing Ordinance. We are in full support of the revisions contemplated so far, but we find ourselves in a dire position and we must find a resolution at this time.

Phase I at First Tracks at Wildhorse Meadows would be offered as follows:

13 units	Deed restricted to existing contract holders
26 units	Sold at market rate, non deed restricted with PIL fee
<u>8</u> units	Sold at market rate, non deed restricted
47 units	

# 2006 Steamboat Springs Payment in Lieu Calculation - Adopted 5/16/06

# Step 1: Determine Affordable Monthly Housing Payment

Annual Income @90% of 2006 HUD AMI for Routt County 2.5-person HH Affordable Monthly Housing Payment @30% of Monthly Gross Income	55,620 1,391
Step 2: Determine Affordable Purchase Price	•
Property Taxes/Insurance/HOA estimate* (15% of Affordable Hsg. Pmt.)	208
Mortgage Payment/mo@ 6.5 % APR, 30-yr fixed- 95% LTV Maximum Mortgage Amount (rounded) 5% Down Payment Affordable Purchase Price	1,183 187,000 9,842 196,842
Step 3: Determine Market Rate Cost per Unit  Typical affordable unit size  Average price per square foot**  Market Rate Cost Per Unit	900 242 217,800
Step 4: Determine Payment in Lieu  Difference between Affordable Purchase Price and Market Rate Cost per Unit  Administrative fee @15%	20,958 3,144
Payment in Lieu (per unit)	24,102

<sup>\*\*</sup>Price sq. ft. of all SF, condo and TH units in 2005 (outliers <\$25 and >\$580 not included) - \$242 \*Avg. HOA = \$132/mon. (includes 59% that pay no HOA fees)

Of those that pay HOAs avg=\$325; median=\$260

# Calculation of Fees in Lieu - March 2008

	Category 1: Linkage 50% AMI	Category 2: Inclusionary Zoning 100% AMI
Income (2.5-person households)	\$ 32,175	\$64,350
Affordable Monthly Housing Payment @30% of Monthly Gross Income	\$804	\$1,609
Property Taxes/Insurance/HOA estimate (20% of Affordable Hsg. Pmt.)	\$161	\$322
Mortgage Payment/mo@ 6.25 % APR, 30-yr fixed- 95% LTV	\$643	\$1,287
Affordable Purchase Price with 5% down	\$109,738	\$219,476
Average Sq. Ft of Units	750	900
Cost per Sq Ft.*	\$369	\$369
Cost per Unit	\$276,750	\$332,100
Difference between Affordable Purchase Price and Market Rate Cost per Unit	\$167,012	\$112,624
Administrative fee	\$5,000	\$5,000
Affordability Gap/ Payment per Unit in Lieu	\$172,012	\$117,624
**Median sales price sq. ft. of SF, condo and TH units fi 2007 year to March 1, 2008 - \$369	rom March 1.	

Payment in Lieu Calculation Formula Nancy Engelken July 8, 2008

#### Payment in Lieu Calculation Proposed formula

- 1. Gather Routt County Assessor's data for all sales from x date to x date
- 2. Take out all commercial, vacant land, ag land, mobile homes, obvious timeshares (Steamboat Grand and any other only-timeshare properties), tax-exempt properties, deed-restricted property sales (only actual deed-restricted unit sales, not any prior non-deed-restricted sales of that same unit)
- 3. Figure sales price per square foot for all properties.
- 4. Take out all properties below \$150 s.f. and above \$850 s.f.
- 5. Determine either AVERAGE or MEDIAN cost per s.f. as payment in lieu amount. (Planning Commission to recommend and City Council to determine which measure is used) Planning Commission recommends Median cost per s.f.

# **Existing Payment in Lieu Calculation formula**

- 1. Gather Routt County Assessor's data for all sales from x date to x date
- 2. Take out all commercial, vacant land, ag land, mobile homes, obvious timeshares (Steamboat Grand and any other only-timeshare properties), tax-exempt properties.
- 3. Figure average square foot (s.f.) for units where s.f. is listed. Apply average to any properties where s.f. for the property is not included.
- 4. Figure sales price per square foot for all properties.
- 5. Take out all properties below \$150 s.f.
- 6. Figure AVERAGE sales cost per square foot

#### **Notes on the Proposed Formula:**

- The <u>median</u> sales cost per square foot for 2008 is **\$369** for property sales within the City of Steamboat Springs between March 1, 2007 and March 1, 2008. This figure remains the median sales cost regardless of whether or not all properties are included (after excluding those properties mentioned in step 2 in the formula) or whether properties below \$150 s.f. and above \$850 s.f.
- Within the entire dataset (after excluding those properties mentioned in step 2), 17 properties are listed below \$150 s.f. and 24 properties are listed above \$850 s.f.

# DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT STAFF REPORT

# PLANNING COMMISSION AGENDA ITEM # 4:

**Project Name:** Wildhorse Meadows, Parcel 7 (First Tracks) – #FDP-07-12

**Prepared By:** Gavin McMillan, City Planner

(Ext. 274)

**Through:** John Eastman, AICP Planning

Services Manager (Ext. 275)

**Date:** January 16, 2008

Planning January 24, 2008

**Commission (PC):** 

City Council (CC): February 5, 2008

**Zoning:** Resort Residential 1 (RR-1)

**Applicant:** Jeff Spanel of Wintergreen Homes;

PO Box 1530, Avon, CO 81620

**Request:** Final Development Plan approval of 4 condominium buildings with 94

deed restricted units and 2 market rate units.

Development Statistics – Overview				
Lot Area:	150,598 SF			
<b>Gross Floor Area:</b>	95,315 SF			
Lot Coverage:	.22			
Floor Area Ratio:	.63			
<b>Residential Units:</b>	96			
Parking Spaces:	105			
Building Height				
Average Plate Height (APH):		30.83		
Overall Height (OH):		50.33'		

Project Location
, z

Staff Report - Table of Contents				
Sectio	n	Pg		
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III	Principal Discussion Items	4-3		
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V	Overview of Dimensional &	4-3		
	Development Standards			
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# I. COMMUNITY DEVELOPMENT CODE (CDC) – STAFF ANALYSIS SUMMARY

**CDC - SECTION 26-66 (D):** NO FINAL DEVELOPMENT PLAN SHALL BE APPROVED UNLESS THE PLANNING COMMISSION AND CITY COUNCIL FIND THAT THE PLAN MEETS ALL OF THE FOLLOWING CRITERIA:

Subse	ction	Co	onsiste	ent	Notes
		Yes	No	NA	
1)	Complete Application				
2)	Conformity with Community Plan				
3)	Consistency with Surrounding Uses				
4)	Conformity with Building and	V			
	Architectural Standards				
	Minimize Adverse Impacts				
5)	Minimize Adverse Impacts	$\overline{\mathbf{V}}$			
6)	Access				
7)	Minimize Environmental Impacts	V			
8)	Phasing	V			With Conditions of Approval
9)	Compliance With Other Standards	V			

**Staff Finding:** Staff Finds that the Final Development Plan for Wildhorse Meadows, Parcel 7 consisting of 4 condominium buildings with 94 deed restricted units and 2 market rate units is consistent with the Criteria for Approval for a Final Development Plan.

.. (Detailed policy analysis is located in Section V; Staff Findings and Conditions are in Section VII)



PC Hearing: 1/24/2008

CC Hearing: 2/05/2008

#### II. BACKGROUND

Wildhorse Meadows is a mixed use master planned development consisting of 1,012,800 square feet of residential space and 35,200 square feet of commercial space. The entire Wildhorse Meadows site is bordered by Mt. Werner Road to the North and East, the Tennis Bubble and the Meadows parking lot to the West, and two undeveloped parcels to the South. City Council approved a Preliminary Plat and Development Plan for the entire Wildhorse Meadows site in July of 2006. The Preliminary Plat created individual parcels within Wildhorse Meadows and the Development Plan along with a Development Agreement assigned the land use, site plan, and appropriate densities for each of the 7 parcels on the site.

Parcel 7 was designated as the location for the affordable housing component of the Wildhorse Meadows project. Per the development agreement, 80 units were called for on Parcel 7 (See attachment 3). Parcel 7 was endorsed by City Council on February 20, 2007 as the location that would house 18 additional affordable housing units created by the Community Housing Plan for One Steamboat Place.

# III. PRINCIPAL DISCUSSION ITEMS

Does the proposal comply with the approved Development Plan and Development Agreement?

The project maintains pedestrian connections to the Wildhorse Meadows trails system and incorporates a central trail connection through the site. The addition of 18 units of affordable housing from the One Steamboat Place Community Housing Plan has altered the site layout from the approved Development Plan. Staff finds that the proposed site plan and building configuration substantially conforms with the approved Development Plan (See Attachment 2).

#### IV. PROJECT DESCRIPTION

The applicant proposes 94 affordable condominium units and 2 market rate condominium units in 4 separate buildings on Parcel 7 of the Wildhorse Meadows Subdivision. Building A has 22 units, Building B has 27 units, Building C has 21 units, and Building D has 26 units. Each building contains a mix of studio, 1 bedroom, and 2 bedroom units and additional storage space for each of the units. All parking for the development will be accommodated through a surface parking lot. The site will incorporate a north to south trail connection in the form of a 6 foot concrete sidewalk through the site from Bang Tail Way to the common open space area to the south of the site. An outdoor gathering and picnic area with barbecue grills is also proposed on the north side of the site.

#### V. OVERVIEW OF DIMENSIONAL AND DEVELOPMENT STANDARDS - RR-1 ZONE

The following list was compiled by the project planner to provide an overview of key standards applicable to the project. Items in **bold** indicate variances to development standards that were granted through the Development Plan process; refer to Project Analysis section for additional information. Interested parties are encouraged to review the Community Development Code (CDC) or contact the project planner for a comprehensive list of all applicable standards.

PC Hearing: 1/24/2008

CC Hearing: 2/05/2008

DIMENSIONAL STANDARDS – CDC Section 26-132				
Standard	Maximum	Minimum	Proposed	
Lot Area	No Max	6,000 SF	150,958 SF	
Lot Coverage	.50	No Min.	.22	
Units per Lot	Determined by FAR	No Min.	96	
Floor Area Ratio (FAR)	No Max	No Min.	.63	
Building	APH – 40'	No Min.	APH – 30.83°	
Height	OH – 57'		OH – 50.33°	
Setbacks				
Front	No Max	10'	25'	
Side	No Max	15'	15'	
Rear	No Max	10'	15'	

Standard	Requirement	Proposed
CDC - Section 26-141. Site Planning and Amenities	10% of the Net Floor Area of the Development = 8,446.9 SF	The applicant proposes two barbecue/picnic areas and an interpretive trail area to the south of the Parcel. Staff finds that this space will provide the required amount of amenity space for the development. Staff will work with the applicant after approval to ensure that the design of these spaces meets the 10% square footage requirement.

## VI. PROJECT ANALYSIS

## A) CRITERIA FOR APPROVAL

PC Hearing: 1/24/2008

# CDC - Section 26-66 (d): No final development plan shall be approved unless the planning commission and city council find that the plan meets all of the following criteria:

The following section provides staff analysis of the application as it relates to key sections of the CDC. It is intended to highlight those areas that may be of interest or concern to planning commission, city council, staff or the public. For a comprehensive list of standards and requirements applicable to this proposal please refer to the CDC or contact the staff planner.

## CDC - Section 26-66(d)(1): Complete Application

<u>Staff Analysis:</u> Consistent; The Final Development Plan application and the supporting materials for the proposed condominium buildings are complete.

## CDC - Section 26-66(d)(2): Conformity with Community Plan

<u>Staff Analysis:</u> Consistent; The proposed Final Development Plan significantly furthers the preferred direction and policies outlined in the Community Plan in the following ways;

- 1. The Future Land Use Plan designates the site as Resort Residential. The Resort Residential Land Use classification is intended to encourage the provision of residential opportunities for employees or others desiring to live close to tourism activity centers.
- 2. Policy H-1.3: Integrate housing in mixed-use areas. Housing should be integrated into mixed use commercial areas and close to resort commercial and industrial/employment areas. The proposed development of affordable housing is located close to the ski area and the associated resort commercial employment opportunities.
- 3. *Policy LU-5.2: New neighborhoods will be well connected by streets, sidewalks, trails, walkways, and bicycle lanes.* The proposed development provides trail and sidewalk connections to the rest of Steamboat Springs.

## CDC – Section 26-66 (d)(3): Consistency with Surrounding Uses

<u>Staff Analysis:</u> Consistent; Wildhorse Meadows is a Master Planned development with a combination of residential and commercial uses. Staff finds that the proposed affordable housing units will compliment this mixture of uses by giving the opportunity to full time local residents to live on site.

## CDC – Section 26-66 (d)(4): Conformity with Building and Architectural Standards

<u>Staff Analysis:</u> Consistent; The architecture complies with the building and architectural standards of the CDC as well as the Base Area Design Standards. See section VI C for detailed analysis of compliance with the Base Area Design Standards.

## CDC – Section 26-66 (d)(5) Minimize Adverse Impacts

<u>Staff Analysis:</u> Consistent; The proposed site plan and buildings minimize adverse impacts to surrounding property owners.

PC Hearing: 1/24/2008

## **CDC – Section 26-66 (d)(6) Access**

<u>Staff Analysis:</u> Consistent; Staff finds that the proposed site plan provides sufficient access and adequate parking and trash removal facilities. Recycling facilities will also be provided in the same location as trash removal facilities.

## CDC – Section 26-66 (d)(7) Minimize Environmental Impacts

<u>Staff Analysis:</u> Consistent; The proposed development must comply with all local, state, and federal air and water quality standards. Planning Staff finds that there are not any outstanding negative environmental impacts associated with this proposal.

## CDC – Section 26-66 (d)(8) Phasing

<u>Staff Analysis:</u> Consistent; As conditioned, each phase will contain the required streets, utilities, landscaping, and other improvements that are necessary and desirable for residents of the project for that phase.

## CDC – Section 26-66 (d)(9) Compliance with other Standards:

<u>Staff Analysis:</u> Consistent; Staff finds that the proposed Final Development Plan is in substantial conformance with the requirements of the CDC and the existing Development Plan for Wildhorse Meadows. There are some differences between the proposed site plan and the site plan represented in the Development Plan. The number of structures on the site has decreased and the total number of units has increased. These changes are the result of the Community Housing Plan for One Steamboat Place which allocated 18 additional units to Parcel 7. Staff worked with the applicant to retain the main features of the original Development Plan while making some allowances to accommodate the additional units. Staff found that the main features of the approved Development Plan as it pertained to Parcel 7 included the following;

- 1. The provision of affordable units to meet the affordable housing requirements of the entire Wildhorse Meadows Development.
- 2. A pedestrian connection through the site coupled with an open space area central to the project.
- 3. Buildings sited on the perimeter of Parcel 7 to create a street presence on Bang Tail Way.

Staff finds that the current proposal substantially conforms with the approved Development Plan in that it meets these three main objectives.

## B) KEY ISSUES/DEVELOPMENT STANDARDS

## CDC – Section 26-102 Zoning: Resort Residential 1 (RR-1)

**Purpose and Intent** - The purpose of the residential resort district is to provide areas for the highest intensity of residential use consistent with a mountain resort community. The primary use of dwelling units within this district may be for short-term rental units frequently managed

PC Hearing: 1/24/2008

by professional management companies. New development shall be physically connected to the resort by an integrated system of streets, sidewalks and recreational paths. The RR zone district functions as a gateway to the resort, and new development should have a resort-like character with lower development intensity and scale for development located further away from the base area, with intensities and densities increasing with the increased proximity to the base area. The RR zone district has two (2) designations that allow for different levels of intensity and density. The designation that allows higher levels of intensity is principally located immediately adjacent to the ski slopes.

<u>Staff Analysis:</u> Consistent; Staff finds that the proposal conforms with the purpose and intent of the RR-1 zone district. The development provides a high level of density in a resort type setting. Individuals living in the proposed units will be connected to the base area due to their proximity to the public Gondola at Wildhorse Meadows. The proposed system of sidewalks and recreational paths will also help connect residents to the ski area. An interpretive boardwalk trail will be located adjacent to the southern side of the property. This trail is not shown on this Final Development Plan as it is not located on Parcel 7. The City of Steamboat Springs currently holds surety for this trail, and it will be constructed in the summer of 2008.

## CDC Section 26-133(d)(1) Architectural Materials and Function

<u>Staff Analysis</u>: Consistent; The primary building material for the structures is wood lap siding. The applicant proposes color combinations of brown, tan, green, and dark reds. Stone is proposed on the base of each building and corrugated metal is used for roofing accents. Staff finds that these materials will maintain their quality over time and provide for an aesthetically pleasing structure.

## CDC Section 26-133(d)(2) Context & Orientation

<u>Staff Analysis</u>: **Consistent**; The proposed structures present varied rooflines and articulated facades which help to create attractive buildings. Each building contains fenestration on all four sides. The structures are oriented to address the street and shield the surface parking from public vantage points.

## C) <u>BASE AREA DESIGN STANDARDS</u>

Staff finds that the 4 condominium structures meet the requirements of the Base Area Design Standards. See attachment 4 for a detailed analysis of compliance with certain standards.

#### VII. COMMUNITY HOUSING PLAN

Parcel 7 is the designated site for the affordable housing units generated by the entire Wildhorse Meadows Site and the 18 affordable housing units generated by One Steamboat Place Community Housing Plan which was approved by City Council on February 20, 2007. One Steamboat Place and all of the parcels within Wildhorse Meadows will not receive Certificates of Occupancy until the affordable housing units that each project was required to provide receive Certificates of Occupancy. Phase I of the Parcel 7 proposal would include the construction of 47 units. These 47 units will satisfy the Community

PC Hearing: 1/24/2008

Housing Requirements of Trailhead Lodge, The 41 single family lots at Wildhorse Meadows, and One Steamboat Place.

## VIII. STAFF FINDING & CONDITIONS

Staff finds that the Wildhorse Meadows, Parcel 7 Final Development Plan #FDP-07-12 which consists of 4 condominium buildings containing a total of 94 deed restricted units and 2 market rate units is consistent with the required findings for approval as a Final Development Plan with the following conditions:

- 1. The existing Development Agreement will be amended to reflect the changes in residential density and the number of affordable units permitted by this approval.
- 2. The applicant will submit an Amenities Plan which will demonstrate compliance with Sec. 26-141 (3) a.
- 3. All fire department access roads shall be dedicated to the City of Steamboat Springs as "Emergency Access Easements" and shall be noted on the Final Plat. The access roads for this Final Development plan are the drive alleys through the surface parking lot. Also a "Dedication of Easement" form supplied by the City shall be completed and recorded by the County Clerk's Office.
- 4. When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods are provided. This means any utilities in the road need to be in and the road completed to an all-weather driveable surface and fire hydrants in and accepted by the water purveyor before the Fire Department can sign off on building permits.
- 5. The applicant will submit a revised phasing plan acceptable to the Department of Planning and Community Development which demonstrates the following additions to the existing phasing plan;
  - The inclusion of a Phasing Line on the site plan indicating the difference between Phase I improvements and Phase II improvements
  - Phase I will include onsite access/parking and onsite fire hydrant.
  - Phase I will include a storm water management plan.
  - Phase I will include the pedestrian connection from the north to the south through the entire site in the approved location on the existing site plan.
- 6. The following items to be identified on the building permit and construction plans are considered critical improvements and must be constructed prior issuance of any CO; they cannot be bonded:
  - Public drainage improvements
  - Driveway access improvements
  - Public sidewalk improvements

PC Hearing: 1/24/2008

Storm water quality features. (Vegetation must be established prior to CO when required as part of the feature design.)

PC Hearing: 1/24/2008

CC Hearing: 2/05/2008

#### IX. **ATTACHMENTS**

Attachment 1 – Site Plan and Elevations

Attachment 2 – Approved Development Plan Site Plan for Wildhorse Meadows

Attachment 3 – Land Use Program Exhibit from existing Development Agreement

Attachment 4 - Base Area Design Standards Analysis

Attachment 5 – Community Housing Plan

## **AGENDA ITEM#**

## CITY COUNCIL COMMUNICATION FORM

FROM: Gavin McMillan, City Planner (Ext. 274)

John Eastman, AICP, Planning Services Manager (Ext. 275)

**THROUGH:** Alan Lanning, City Manager, (Ext. 228)

DATE: February 5, 2008

ITEM: Wildhorse Meadows, Parcel 7 (First Tracks) – #FDP-07-12

**NEXT STEP:** If City Council approves the application, the applicant can apply for a

building permit and begin construction.

**ORDINANCE** 

RESOLUTION

**X** MOTION

**DIRECTION** 

INFORMATION

PROJECT NAME: Wildhorse Meadows, Parcel 7 (First Tracks) – #FDP-07-12

PETITION: Approval of a Final Development Plan for 4 condominium buildings with

94 deed restricted units and 2 market rate units.

LOCATION: Physical Address: 1560 Pine Grove Road. Legal Description: Pine

Grove Business Center, Parcel C

APPLICANT: Jeff Spanel of Wintergreen Homes; PO Box 1530, Avon, CO 81620

PC ACTION: Approved on January 24, 2008: 6-1

## **EXECUTIVE SUMMARY:**

## 1. Planning Commission Discussion:

The proposed development received a generally favorable review by the Planning Commissioners who were encouraged happy to see an affordable housing project moving forward on the Wildhorse Meadows site. There were some questions with regards to the proposed site plan of the buildings and why it differed from the site plan approved at the development plan stage. The Commissioners expressed concern with the provision of on-site amenities for the project and stated that the project should meet the amenities requirements of the Community Development Code on site. The lone vote against recommending approval was cast by Commissioner Lewis who felt that the proposed site plan deviated too far from the site plan that was approved at the Development Plan stage. The Commissioners added Conditions of Approval intended to enhance pedestrian connectivity on the site.

#### 2. Public Comment:

Planning Staff did not receive any public comment before the hearing. One person spoke at the hearing in favor of the proposal.

#### 3. New Information:

Condition of Approval #2 in the recommended motion was initially approved by Planning Staff as follows; "The applicant will submit an Amenities Plan which will demonstrate compliance with Sec. 26-141 (3) a." The amended version includes the language "acceptable to Planning Staff".

#### 4. Recommended Motion:

Planning Commission finds that the Wildhorse Meadows, Parcel 7 Final Development Plan #FDP-07-12 which consists of 4 condominium buildings containing a total of 94 deed restricted units and 2 market rate units is consistent with the required findings for approval as a Final Development Plan with the following conditions:

- 1. The existing Development Agreement will be amended to reflect the changes in residential density and the number of affordable units permitted by this approval.
- 2. The applicant will submit an Amenities Plan acceptable to Planning Staff which will demonstrate compliance with Sec. 26-141 (3) a.
- 3. All fire department access roads shall be dedicated to the City of Steamboat Springs as "Emergency Access Easements" and shall be noted on the Final Plat. The access roads for this Final Development plan are the drive alleys through the surface parking lot. Also a "Dedication of Easement" form supplied by the City shall be completed and recorded by the County Clerk's Office.
- 4. When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods are provided. This means any utilities in the road need to be in and the road completed to an all-weather driveable surface and fire hydrants in and accepted by the water purveyor before the Fire Department can sign off on building permits.

- 5. The applicant will submit a revised phasing plan acceptable to the Department of Planning and Community Development which demonstrates the following additions to the existing phasing plan;
  - The inclusion of a Phasing Line on the site plan indicating the difference between Phase I improvements and Phase II improvements
  - Phase I will include onsite access/parking and onsite fire hydrant.
  - Phase I will include a storm water management plan.
  - Phase I will include the pedestrian connection from the north to the south through the entire site in the approved location on the existing site plan.
- 6. The following items to be identified on the building permit and construction plans are considered critical improvements and must be constructed prior issuance of any CO; they cannot be bonded:
  - Public drainage improvements
  - Driveway access improvements
  - Public sidewalk improvements
  - Storm water quality features. (Vegetation must be established prior to CO when required as part of the feature design.)
- 7. The Western edge of the Parcel will be landscaped to the maximum extent feasible without encroaching on the existing sewer line easement
- 8. Prior to Certificate of Occupancy, the applicant will provide a design acceptable to Planning Staff and subsequently construct the following improvements.
  - a. A pedestrian connection across Bangtail Way at the intersection of Cattle Cate Drive and Bang Tail Way
  - b. To the extent that grades and site conditions allow it, a pedestrian connection from the west end of Building C to the Interpretive Trail located to the South of Parcel 7 to be maintained in the summer months.
- 9. Prior to Certificate of Occupancy, the applicant will provide a design acceptable to Planning Staff which demonstrates Pedestrian Connections from all building entrances associated with buildings A, B, and C to all adjacent sidewalks.

## **LIST OF ATTACHMENTS**

**Attachment A** – Planning Commission Report

**Attachment B** – Draft 1/24/08 Planning Commission Minutes

13. PROJECT: Wildhorse Meadows, Parcel VII PETITION: Final development plan for a 4 building, 96 unit multifamily development.

City Council President Antonucci read the project title into the record.

Council Member Quinn stepped down.

Mr. McMillan, City Planner, was present.

PUBLIC COMMENT: There was no public comment.

#### CONDITIONS:

- 1. The existing Development Agreement will be amended to reflect the changes in residential density and the number of affordable units permitted by this approval.
- 2. The applicant will submit an Amenities Plan acceptable to Planning Staff which will demonstrate compliance with Sec. 26-141 (3) a.
- 3. All fire department access roads shall be dedicated to the City of Steamboat Springs as "Emergency Access Easements" and shall be noted on the Final Plat. The access roads for this Final Development plan are the drive alleys through the surface parking lot. Also a "Dedication"

Easement" form supplied by the City shall be completed and recorded by the County Clerk's Office.

- 4. When fire apparatus access roads or a water supply for fire protection is
- required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods are provided. This means any utilities in the

road need to be in and the road completed to an all-weather driveable surface and fire hydrants in and accepted by the water purveyor before the Fire Department can sign off on building permits.

5. The applicant will submit a revised phasing plan acceptable to the

Department of Planning and Community Development which demonstrates the following additions to the existing phasing plan;

\* The inclusion of a Phasing Line on the site plan indicating the difference between Phase I improvements and Phase II improvements

- \* Phase I will include onsite access/parking and onsite fire hydrant.
- \* Phase I will include a storm water management plan.
- \* Phase I will include the pedestrian connection from the north to the

south through the entire site in the approved location on the existing site plan.

- 6. The following items to be identified on the building permit and construction plans are considered critical improvements and must be constructed prior issuance of any CO; they cannot be bonded:
- \* Public drainage improvements
- \* Driveway access improvements
- \* Public sidewalk improvements
- $^{\star}$   $\,\,$  Storm water quality features. (Vegetation must be established prior

to CO when required as part of the feature design.)

- 7. The Western edge of the Parcel will be landscaped to the maximum extent
- feasible without encroaching on the existing sewer line easement
- 8. Prior to Certificate of Occupancy, the applicant will provide a design

acceptable to Planning Staff and subsequently construct the following improvements.

a. A pedestrian connection across Bangtail Way at the intersection of

Cattle Cate Drive and Bang Tail Way

b. To the extent that grades and site conditions allow it, a pedestrian  $% \left( 1\right) =\left( 1\right) \left( 1\right) +\left( 1\right) \left( 1\right) \left( 1\right) +\left( 1\right) \left( 1\right)$ 

connection from the west end of Building C to the Interpretive Trail located to the South of Parcel 7 to be maintained in the summer months.

9. Prior to Certificate of Occupancy, the applicant will provide a design

acceptable to Planning Staff which demonstrates Pedestrian Connections from all building entrances associated with buildings A, B, and C to all

adjacent sidewalks.

MOTION: Council Member Myller moved and City Council President Pro-Tem Hermacinski seconded to approve the Wildhorse Meadows final development plan with conditions 1-9 as presented. The motion carried 6/0. Council Member

Quinn stepped down.





## Community Housing Plan Updated August 7, 2007

The attached Community Housing Plan for Wildhorse Meadows was approved by City Council on July 20, 2006. Subsequently, City Council approved the inclusion of an additional 18 units generated by the One Steamboat Place ("OSP") development, within Wildhorse Meadows.

As such, the Wildhorse Meadows Community Housing Plan shall be revised as follows:

## Affordable Housing Generation Schedule:

<u>Project</u>	Phase #	Parcel #	# of Market Residential Units	Average Size	Mitigation Rate	Reg'd # of Affordable Units
Wildhorse Meadows						
Homesites	1	SFL	41	3,600	20%	8.20
Trailhead Lodge	2	2	86	1,092	15%	12.94
Townhomes	3	6 West	24	1,600	15%	3.60
Townhomes - Side by Side	4	6 East	24	2,800	17%	4.08
Townhomes	5	4	40	1,350	15%	6.00
Townhomes - Side by Side	6	5	20	3,000	17%	3.40
Condo Hotel	7	<u>,</u> 1	100	1,050	15%	15.00
Condo Hotel	8	1	100	1,050	15%	15.00
Townhomes - Lofts	9	3	48	1,350	15%	7.20
Sub-Total Wildhorse Meadows			483			<u>75.42</u>
One Steamboat Place						<u>18.00</u>
TOTAL AFFORDABLE HOUSING UNITS					93.42	

Resort Ventures West shall develop 94 deed restricted community housing units for the Wildhorse Meadows ("WM") and OSP projects within Parcel 7 of the approved Wildhorse Meadows Preliminary Plat. These units are being built to comply with the new Steamboat Springs Community Housing Guidelines ("Guidelines"). Of the total of 94 community housing units, 76 relate to the minimum requirements for WM and 18 units relate to the minimum requirements for OSP.

The various quantitative and qualitative requirements of the guidelines, as we understand them, are as follows:

- 1. Community Housing units are targeted at Routt County households earning between 81% and 120% Routt County AMI, with average initial selling prices affordable to households earning 100% AMI.
- 2. Inclusionary requirements include a minimum unit size of five hundred (500) square feet and average unit size of nine hundred (900) square feet.
- 3. Minimum quality includes compliance with all local building codes, and design and materials that meet minimum sustainability and energy efficiency goals

The proposed site plan for Parcel 7 (FDP dated 8/1/07) includes 96 residential units (94 proposed deed restricted units in compliance with the Guidelines and 2 market rate units). The units are planned in 4 buildings, consisting of the following unit mix:

<u>Buildings</u>						
<u>Unit Types</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>Totals</u>	<u>Mix %</u>
Studio / 1 BA	6	4	6	8	24	25%
1BR / 1 BA	6	4	6	8	24	25%
2BR / 2BA	<u>9</u>	<u>17</u>	<u>9</u>	<u>13</u>	<u>48</u>	<u>50%</u>
TOTAL	<u>21</u>	<u>25</u>	<u>21</u>	<u>29</u>	<u>96</u>	<u>100%</u>

For details of unit sizes, AMI limits and proposed selling prices, see the attached Proposed Pricing Table which includes these details. We have also attached the HUD Median Income guidelines for Rout County for 2007. This matrix calculates affordable monthly payments for various household sizes, at various income levels, based on 30% of monthly income. It further calculates maximum selling prices based upon the following assumptions, which could vary over time, but are conservative, based on current market:

- Down payment of 10%; 90% mortgage, 30 year fixed rate
- Average fixed mortgage rates of 7%
- Monthly property tax, insurance, HOA fees based on 20% of mortgage

The proposed pricing is based on 2007 HUD Limitations. Pricing will be adjusted to the appropriate HUD income limitations when the community housing units become available for sale.

The proposed pricing for Studio units is well below the 100% AMI guideline, while the proposed pricing for 2BR units is slightly higher than the guideline, resulting in a weighted average price based on 100% AMI. This pricing recognizes relative market demand for different unit types with the proposed deed restrictions and better represents per square feet costs and values.

Unit sizes range from 536 square feet to 1,150 square feet, with an average of 900 square feet. These sizes do not include separate storage spaces which range from 60 square feet to 85 square feet per unit. Including storage, these unit sizes would exceed the required 900 square feet minimum average.

We believe the mix of 50% 2 bedroom units and the remainder split between the smaller unit types makes sense for the affordable market. This gives us an entry level unit priced at \$165,000 for singles or couples and a family-sized unit priced at \$265,000.00, both considerably lower than similarly sized market units. These units are also uniquely located within walking distance of a ski lift and convenient to public transportation and services.

Parcel 7 is anticipated to be built in phases. Phase One will consist of 50 units, which would exceed the currently required number of affordable units generated by The Range, Trailhead Lodge and OSP by 10 units. Later phases would be constructed and available for occupancy no later than the associated free market units.

Payment-In-Lieu: As it relates to the OSP's 18 community housing units, OSP reserves the right to exercise its rights to Payment in Lieu if their units are not developed, available or accepted by the City in time for OSP's market units Certificate of Occupancy.

## **AGENDA ITEM # 19**

## CITY COUNCIL COMMUNICATION FORM

FROM: Jason K. Peasley, City Planner (Ext. 229)

Tom Leeson, AICP, Director of Planning and Community Development

(Ext. 244)

**THROUGH:** Jon Roberts, City Manager, (Ext.228)

**DATE:** March 5, 2009

ITEM: Appeal of a Planning Commission denial for Highlands Pointe

Subdivision, Lot 1 Preliminary Plat #PP-08-05

## APPELLANT HAS REQUESTED THIS ITEM TO BE TABLED TO MAY 19, 2009

\_\_\_\_ORDINANCE
RESOLUTION
MOTION
DIRECTION
INFORMATION

**PROJECT NAME:** Highlands Pointe Subdivision, Lot 1 (#PP-08-05)

**PETITION:** Appeal of a Planning Commission denial of a Preliminary Plat to

subdivide Lot1, Highlands Pointe Subdivision into two lots with a variance to the usable lot area, CDC Section 26-183(a)(8) and a variance

to the lot configuration, CDC Section 26-183(a)(4).

**LOCATION:** 1486 Blue Sage Drive

**APPLICANT:** Grant Fenton and Traci Day-Fenton, c/o Brian Hanlen, Brooks

Design/Build Inc. PO Box 775481, Steamboat Springs, CO 80477, (970)

870-6531

**PC ACTION:** On March 12, 2009 the Planning Commission denied the proposal by a

vote of 7-0. *Members voting for approval of a motion to deny:* Meyer, Beauregard, Curtis, Dixon, Fox and Levy. *Members absent:* Hanlan.

## **AGENDA ITEM # 20**

## CITY COUNCIL COMMUNICATION FORM

FROM: Jason K. Peasley, City Planner (Ext. 229)

John Eastman, AICP, Planning Services Manager (Ext. 275)

**THROUGH:** Jon Roberts, City Manager, (Ext. 228)

**DATE:** May 5, 2009

ITEM: Easement Vacation for Copper Ridge Business Park, Filing 4, Lot 11 -

**#FP-09-06** 

**NEXT STEP:** The approval of an ordinance requires two readings to City Council.

This is the second reading.

X ORDINANCE

RESOLUTION MOTION

DIRECTION

\_\_\_ INFORMATION

**PROJECT NAME:** Easement Vacation for Copper Ridge Business Park, Filing 4, Lot 11 –

#FP-09-06

**PETITION:** A request to vacate the 10' utility easement located on south property line of

Copper Ridge Business Park, Filing 4, Lot 11.

**LOCATION:** Physical Address: 2642 Copper Ridge Circle. Legal Description: Copper

Ridge Business Park, Filing 4, Lot 11

APPLICANT: Defenbau Development Services, LLC, c/o Craig Seitz, Alpen Architek,

LLC, 3314 Willowbrook Court, Steamboat Springs, CO 80487, (970) 871-

6282

## **EXECUTIVE SUMMARY:**

### 1. Background Information:

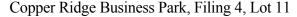
The applicant is requesting to vacate the 10' utility easement located on south property line of Copper Ridge Business Park, Filing 4, Lot 11 as described in the accompanying ordinance. The applicant is requesting the vacation to construct temporary shoring necessary to develop the site. The applicant has received a recommendation of approval from the Planning Commission for the development of a 15,552 square foot mixed use building consisting of 9,667 square feet of industrial warehouse and four dwelling units.

The applicant has provided sign-offs from all of the applicable utility companies. Easements are required to be vacated by an ordinance as well as through recordation of a Final Plat. This is the second reading of this ordinance.

## 2. Recommended Motion:

Staff recommends approval of the ordinance vacating the 10' utility easement located on south property line of Copper Ridge Business Park, Filing 4, Lot 11.

## 3. Project Location Map





## CITY OF STEAMBOAT SPRINGS, COLORADO

ORDINANCE	NO.
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AN ORDINANCE VACATING THE 10 FOOT UTILITY EASEMENT LOCATED ON THE SOUTH PROPERTY LINE OF COPPER RIDGE BUSINESS PARK, FILING 4, LOT 11, AND PROVIDING AN EFFECTIVE DATE AND SETTING A HEARING DATE.

**WHEREAS**, in accordance with Chapter 20, Art. I, Div. 3 of the Steamboat Springs Revised Municipal Code, the owners of Copper Ridge Business Park, Filing 4, Lot 11, wish to vacate the 10 foot utility easement and located on the south property line said lot, as depicted in Exhibit A; and

**WHEREAS**, the Public Utility providers having reviewed the request and determined that the subject drainage and utility easements are not a necessary part of the District's public utility system; and

**WHEREAS**, the City Council finds that vacating the subject utility easements will promote the public interest by clarifying the easement boundary.

## NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STEAMBOAT SPRINGS, COLORADO:

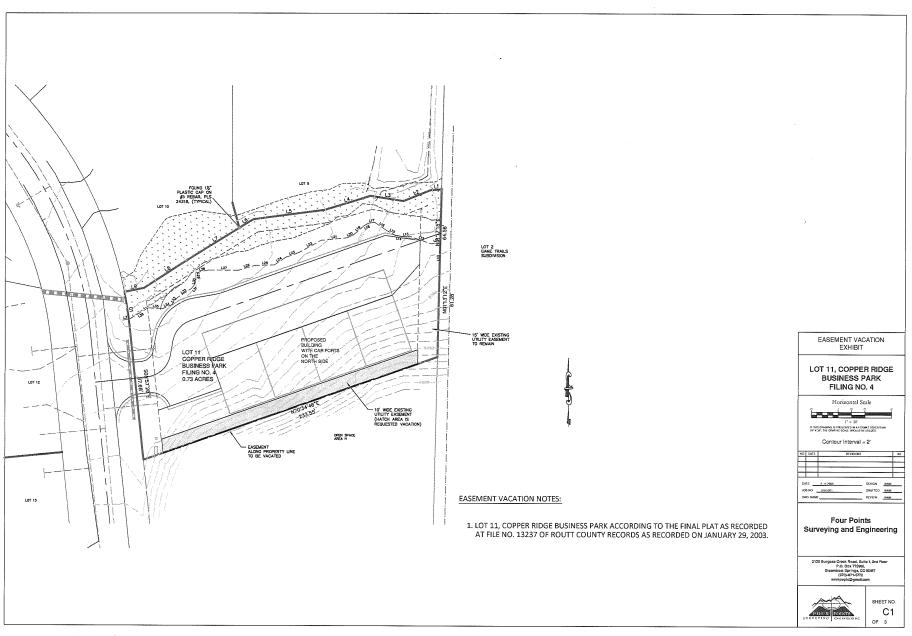
- Section 1. That the utility easement as depicted in the attached Exhibit A is hereby vacated.
- Section 2. That pursuant to Section 7-11 of the Charter of the City of Steamboat Springs, Colorado, the second publication of this ordinance may be by reference, utilizing the ordinance title.
- Section 3. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance.
- Section 4. The City Council hereby finds, determines and declares that this ordinance is necessary for the immediate preservation of the public peace, health, and safety.
- Section 5. This Ordinance shall take effect immediately upon the expiration of five (5) days from and after its publication following final passage, as provided in Section 7.6 (h) of the Steamboat Springs Home Rule Charter or recordation of the Copper Ridge Business Park, Filing 4, Lot 11 Final Plat.

Copper Ridge EV 1

		on this ordinance s . in the Citizens Ha	
Centennial Hall, Steam			in meeting room,
the City Council of the the day of	City of Steamboa	t Springs, at its regula	
ATTEST:		Paul Antonucci, Pr Steamboat Spring	
Julie Franklin, CMC City Clerk			
<b>FINALLY REA</b> I, 2009	•	APPROVED this	day of
ATTEST:		Paul Antonucci, Pr Steamboat Spring	
Julie Franklin, CMC City Clerk			

Copper Ridge EV 2

## Exhibit A



Copper Ridge EV - Map

## **AGENDA ITEM # 21**

## **City Council Updates**

A report will be provided at the meeting.

## AGENDA ITEM # 22a1

## \*\*\*\*\*TENTATIVE AGENDA FOR TUESDAY, MAY 12, 2009\*\*\*\*\*

This agenda is tentative and the information is subject to change until the agenda is finalized.

# CITY OF STEAMBOAT SPRINGS AGENDA

REGULAR MEETING NO. 2009-14 TUESDAY, MAY 12, 2009 4:00 P.M.

**WORKSESSION MEETING LOCATION:** Citizens' Meeting Room, Centennial Hall; 124 10<sup>th</sup> Street, Steamboat Springs, CO

**WORKSESSION MEETING PROCEDURE**: Comments from the Public are welcome at two different times during the course of the work session meeting: 1) Comments no longer than three (3) minutes on items **not** scheduled on the Agenda will be heard under Public Comment; and 2) Comments no longer than three (3) minutes on all scheduled work session meeting items will be heard **following** the presentation or the internal deliberation. Please wait until you are recognized by the Council President. With the exception of subjects brought up during Public Comment, on which no action will be taken or a decision made, the City Council may take action on, and may make a decision regarding, ANY item referred to in this agenda, including, without limitation, any item referenced for "review", "update", "report", or "discussion". It is City Council's goal to adjourn all meetings by 9:00 p.m.

A City Council work session meeting packet is available for public review in the lobby of City Hall, 137 10<sup>th</sup> Street, Steamboat Springs, CO.

PUBLIC COMMENT: Public Comment will be provided at 7 p.m., or at the end of the meeting, whichever comes first. CITY COUNCIL WILL MAKE NO DECISION NOR TAKE ACTION, EXCEPT TO DIRECT THE CITY MANAGER. THOSE ADDRESSING CITY COUNCIL ARE REQUESTED TO IDENTIFY THEMSELVES BY NAME AND ADDRESS. ALL COMMENTS SHALL NOT EXCEED THREE MINUTES.

## A. ROLL CALL (4:00 P.M.)

**Executive Session:** Steamboat 700 Fiscal Impact. (Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions; instruct negotiators) –Tentative per John Eastman 4/29/09

## B. CITY COUNCIL REVIEW TOPIC (5:00)

1. Update on NEPA Study. (Shelton/Anderson)

\*\*\*\*\*TENTATIVE AGENDA FOR TUESDAY, MAY 12, 2009\*\*\*\*\*
This agenda is tentative and the information is subject to change until the agenda is finalized.

- **Water/Wastewater** Study 2. Master Plan and Rate update. (Shelton)
- Affordable Housing discussion (Inclusionary Zoning). 3. (Lettunich/Engelken)
- **Possible changes to the Home Rule Charter.** (Lettunich) 4.

C. JULIE FRANKLIN, CMC **ADJOURNMENT** BY: **CITY CLERK** 

## AGENDA ITEM # 22a2

## \*\*\*\*\*TENTATIVE AGENDA FOR TUESDAY, MAY 19, 2009\*\*\*\*\*

This agenda is tentative and the information is subject to change until the agenda is finalized.

## CITY OF STEAMBOAT SPRINGS

## **AGENDA**

REGULAR MEETING NO. 2009-15 TUESDAY, MAY 19, 2009

4:00 P.M.

**MEETING LOCATION:** Citizens' Meeting Room, Centennial Hall; 124 10<sup>th</sup> Street, Steamboat Springs, CO

**MEETING PROCEDURE**: Comments from the Public are welcome at two different times during the course of the meeting: 1) Comments no longer than three (3) minutes on items **not** scheduled on the Agenda will be heard under Public Comment; and 2) Comments no longer than three (3) minutes on all scheduled public hearing items will be heard **following** the presentation by Staff or the Petitioner. Please wait until you are recognized by the Council President. With the exception of subjects brought up during Public Comment, on which no action will be taken or a decision made, the City Council may take action on, and may make a decision regarding, ANY item referred to in this agenda, including, without limitation, any item referenced for "review", "update", "report", or "discussion". It is City Council's goal to adjourn all meetings by 10:00 p.m.

A City Council meeting packet is available for public review in the lobby of City Hall, 137 10<sup>th</sup> Street, Steamboat Springs, CO.

PUBLIC COMMENT: Public Comment will be provided at 7 p.m., or at the end of the meeting, (whichever comes first). CITY COUNCIL WILL MAKE NO DECISION NOR TAKE ACTION, EXCEPT TO DIRECT THE CITY MANAGER. THOSE ADDRESSING CITY COUNCIL ARE REQUESTED TO IDENTIFY THEMSELVES BY NAME AND ADDRESS. ALL COMMENTS SHALL NOT EXCEED THREE MINUTES.

## A. ROLL CALL (4:00)

- 1. Interviews for Parks and Recreation and Planning Commissions.
- B. COMMUNITY REPORTS/CITY COUNCIL DISCUSSION TOPIC:

## \*\*\*\*\*TENTATIVE AGENDA FOR TUESDAY, MAY 19, 2009\*\*\*\*\*

This agenda is tentative and the information is subject to change until the agenda is finalized.

2. CDOT construction phasing for Lincoln Avenue pavement replacement. (Shelton) (5:00pm)

## C. CONSENT CALENDAR: MOTIONS, RESOLUTIONS AND ORDINANCES FIRST READINGS

**LEGISLATION** 

ITEMS ON THE CONSENT CALENDAR GENERALLY REQUIRE LITTLE COUNCIL DELIBERATION AND MAY BE APPROVED WITH A SINGLE MOTION. ANY MEMBER OF THE COUNCIL OR THE PUBLIC MAY WITHDRAW ANY ITEM FROM THE CONSENT CALENDAR FOR FURTHER DISCUSSION AT ANY TIME PRIOR TO APPROVAL.

**3. FIRST READING OF ORDINANCE**: SAM lease. (Lettunich)

### D. PUBLIC HEARING: ORDINANCE SECOND READINGS

THE CITY COUNCIL PRESIDENT OR PRESIDENT PRO-TEM WILL READ EACH ORDINANCE TITLE INTO THE RECORD. PUBLIC COMMENT WILL BE PROVIDED FOR EVERY ORDINANCE.

- **4. SECOND READING OF ORDINANCE:** An ordinance vacating the utility easement located on the southwestern interior of Lot 2 of the Original Town of Steamboat Springs Block 21&22, and providing an effective date and setting a hearing date. (Lorson)
- E. PUBLIC COMMENT: Public Comment will be provided at 7 p.m., or at the end of the meeting, (whichever comes first). CITY COUNCIL WILL MAKE NO DECISION NOR TAKE ACTION, EXCEPT TO DIRECT THE CITY MANAGER. THOSE ADDRESSING CITY COUNCIL ARE REQUESTED TO IDENTIFY THEMSELVES BY NAME AND ADDRESS. ALL COMMENTS SHALL NOT EXCEED THREE MINUTES.

## F. CONSENT CALENDAR - PLANNING COMMISSION REFERRALS:

PLANNING PROJECTS

ITEMS ON THE CONSENT CALENDAR GENERALLY REQUIRE LITTLE OR NO COUNCIL DELIBERATION AND MAY BE APPROVED WITH A SINGLE MOTION. A CITY COUNCIL MEMBER MAY REQUEST AN ITEM(S) BE REMOVED FROM THE CONSENT CALENDAR FOR FURTHER DISCUSSION. ALL ORDINANCES APPROVED BY CONSENT SHALL BE READ INTO THE RECORD BY TITLE.

- **4. FIRST READING OF ORDINANCE:** CDC text amendment (Fish Creek Mobile Homes and VHR definition). (Spence)
- 5. PROJECT: Original Addition to Steamboat Springs, Block 28, Lots 11 & 12 (Mountain Mamas Crepe Cart)

PETITION:

LOCATION: 608 Yampa Street.

APPLICANT:

## \*\*\*\*\*TENTATIVE AGENDA FOR TUESDAY, MAY 19, 2009\*\*\*\*\*

This agenda is tentative and the information is subject to change until the agenda is finalized.

PLANNING COMMISSION VOTE: To be heard April 30, 2009.

#### G. PUBLIC HEARING – PLANNING COMMISSION REFERRALS

#### **PUBLIC HEARING FORMAT:**

- Presentation by the Petitioner (estimated at 15 minutes). Petitioner to state name and residence address/location.
- **Presentation by the Opposition.** Same guidelines as above.
- Public Comment by individuals (not to exceed 3 minutes).
   Individuals to state name and residence address/location.
- City staff to provide a response.
  - 6. PROJECT:

PETITION:

LOCATION:

APPLICANT:

PLANNING COMMISSION VOTE:

**7. APPEAL:** Highlands Pointe Subdivision. (Peasley)

This item was postponed from the May 5, 2009 City Council meeting.

#### H. REPORTS

8. City Council

#### INTRODUCTION OF TOPICS FOR FUTURE WORK SESSION AGENDAS:

a. **City Council Introduction and Discussion:** 

Any Council Member may request discussion of any issue. Items cannot be added for action at this meeting.

## b. **City Staff Introduction and Discussion:**

Any staff member may request discussion of any issue at a future meeting only. Items cannot be added for action at this meeting. Staff will forward a specific request, stating the issue, anticipated outcome, time frame and requested direction from a majority of the Council.

## 9. Reports

- a. Agenda Review (Franklin):
  - 1.) City Council agendas for June 2, 2009.
  - 2.) City Council agenda for June 9, 2009.
  - 3.) City Council agenda for June 16, 2009.

\*\*\*\*\*TENTATIVE AGENDA FOR TUESDAY, MAY 19, 2009\*\*\*\*\*
This agenda is tentative and the information is subject to change until the agenda is finalized.

- b. Staff Reports
  - Update on furlough/budget status. 1.)
- City Attorney's Update/Report. (Lettunich) c.
- Manager's Report: Ongoing Projects. (Roberts) d.

**ADJOURNMENT JULIE FRANKLIN, CMC** I. BY:

**CITY CLERK** 

## **AGENDA ITEM # 22b**

## **Staff Reports**

There are no staff reports scheduled for this meeting.

## **AGENDA ITEM # 22c**

## **City Attorney's Report**

A report will be provided at the meeting.

## **AGENDA ITEM # 22d**

## **City Manager's Report**

A report will be provided at the meeting.

## AGENDA ITEM # 23a

#### CITY OF STEAMBOAT SPRINGS

REGULAR MEETING NO. 2009-10

TUESDAY, APRIL 7, 2009

#### **MINUTES**

Mr. Loui Antonucci, City Council President, called Regular Meeting No. 2009-10 of the Steamboat Springs City Council to order at 5:04pm, Tuesday, April 7, 2009, in Centennial Hall, Steamboat Springs, Colorado.

City Council Members present: Loui Antonucci, Cari Hermacinski, Meg Bentley, Steve Ivancie, Walter Magill, Scott Myller and Jon Quinn.

Staff Members present: Jon B. Roberts, City Manager; Anthony B. Lettunich, City Attorney; Wendy DuBord, Deputy City Manager; Julie Franklin, City Clerk; Tom Leeson, Director of Planning Services; Mike Schmidt, Computer Services; Jason Peasley, City Planner; Philo Shelton, Director of Public Works; JD Hays, Director of Public Safety; John Eastman, Planning Services Manager; Jay Muhme, Fire Marshal; Mel Stewart, EMS Battalion Chief; Laura Anderson, City Engineer; and Chris Wilson; Director of Parks, Recreation and Open Space.

NOTE: All documents distributed at the City Council meeting are on file in the Office of the City Clerk.

## PROCLAMATIONS AND RECOGNITIONS:

## 1. Month of the Young Child.

Council Member Ivancie read the proclamation into the record.

Ms. Stephanie Howle, First Impressions, was present to accept the proclamation. She thanked Council for the funding support and noted that this assistance helps low to moderate income families. They provide assistant to core servers, like police offers and teachers.

## PROJECT: Ski Hill Subdivision, Parcel D. (Thunderhead)

This item was heard out of order on the agenda.

City Council President Antonucci noted that there was some confusion because the applicant had requested to postpone this item, but then said they were ready to go. Due to this confusion, staff is requesting this item be postponed.

Council Member Quinn stepped down.

**MOTION:** Council Member Ivancie moved and Council Member Bentley seconded to postpone this item to the May 5, 2009 City Council meeting. The motion carried 6/0. Council Member Quinn stepped down.

Council Member Quinn returned to the meeting.

## **COMMUNITY REPORTS/COUNCIL DISCUSSION TOPICS:**

## 2. Joint Meeting with the Rural Fire Protection District. (30 minutes)

Kathy Connell, Scott Havener, Cliff Heltzel, and Bob Kuusinen were present. Jim Ficke was not present.

Mr. Kuusinen provided a PowerPoint presentation speaking to the following: Board members; vision statement; goals and objectives; today's situation; sense of urgency; available options; station in Steamboat 700; station further west of town; and recommendations.

Discussion took place relative, but not limited to: increase in call volume; West Steamboat having the biggest concentration of homes coming on line; nuisance calls; the need for fire trucks on all calls; how costs to the City are reimbursed; re-evaluating the IGA; and revisit the property tax issue.

Discussion commenced on the need to review the IGA and ISO ratings.

Mr. Stewart clarified that operations side of the IGA and how it gets reevaluated every year.

Mr. Litzau clarified that a west Fire Station is in the 6<sup>th</sup> year of the CIP.

Ms. Connell noted the importance of EMS services and response time.

## **PUBLIC COMMENT:**

Mr. Tony Connell, 360 Village, stated that they may have a conceptual site for a west Fire Station.

## 3. Annexation Update: Steamboat 700 & 360 Village.

Mr. Eastman provided an update on: upcoming public meetings; the negotiating team; annexation agreement, and water rights enhancement.

#### **PUBLIC COMMENT:**

Mr. Bill Jameson spoke to the water firming issue, noting that the City is "giving away" water that it has already been paid for. He voiced concern with the cost to construct "a new bucket". He questioned if \$950,000 is fair and adequate compensation.

Mr. Bob Weiss, Steamboat 700, stated that this water was acquired for future growth and is being paid for over time.

Mr. Eastman: alternative approach to the Community Housing Plan:

Should staff move forward with Steamboat 700 and YVHA to prepare a specific proposal regarding a formula for land dedication and real estate transfer fee that meets the requirements of the WSSAP?

Council Member Ivancie voiced concern with any legal challenges to a RET fee. He does not want to loose any ground on the Community Housing Plan.

City Council President Pro-Tem Hermacinski likes the land dedication idea.

#### PUBLIC COMMENT:

Mr. Steve Aigner, Community Alliance, supports the alternative approach to the Community Housing Plan.

Council Member Myller supports staff working on this.

**UNANIMOUS CONSENT**: Staff to move forward.

There was no discussion on the 360 Village annexation.

## 4. West Steamboat Springs build-out discussion.

City Council President Antonucci stated that the Planning Commission and staff did a great job of "flushing out" the issues.

Discussion commenced on the number of units ranging between 1,100 and 4,000.

Mr. Peter Patten provided a PowerPoint presentation, highlighting the following: related questions; traditional neighborhood design; characteristics of old town/new urbanism; benefits of higher densities; proposed densities; critical

mass; Steamboat 700 density in the overall WSSAP; transit friendly layout; and why Steamboat 700 should be allowed higher density.

Mr. Bill Fox, Fox Higgins traffic consultant, spoke to: controlling traffic growth on US 40 by limiting development; where does the development occur?; maximize potential to fund improvements to Highway 40; minimize car trips on 40; pedestrian trips; bicycle trips; transit trips; trip reductions; internal trip reduction; pass by trip reduction; and measures to support auto trip reduction.

Mr. Dave Millar, PBS&J, spoke to transit density, and that the area would need a certain density to attract transit.

Mr. Eric Smith noted that density is critical for homes to be affordable and viable.

Mr. Craig Gaskill and Mr. Mike Gill from the Jacobs Firm were present.

Discussion commenced on what constitutes "a failure" with respect to traffic.

Mr. Gill stated that 2,000 cars per lane is like a freeway lane and an arterial roadway accommodates about 800 per lane.

City Council President Pro-Tem Hermacinski supports the 4,000 number for density.

#### **GENERAL PUBLIC COMMENT**

Mr. Jim Gill, Highway 40 Congestion Group, noted the need to educate the community on all of the Highway 40 routing alternatives. He feels that traffic discussions may be "putting the cart before the horse". He voiced concern with precluding any remaining alternative routes through town.

Return to agenda item:

#### PUBLIC COMMENT:

Mr. Bill Moser encouraged Council to get a better handle on the cost of the Highway 40 project and the probability of completing it, before giving approval for annexation.

Mr. Steve Aigner, Community Alliance, spoke to preserving community character and not wanting to abandon the WSSAP because such plans represent the community voice.

Mr. Bill Jameson stated that it is known that the infrastructure will be the limiting factor and questioned how much infrastructure/capacity the community can tolerate. Infrastructure for traffic is necessary to support any additional density.

Mr. Fred Duckles feels that in order for the West Steamboat Springs area to be viable, there needs to be density.

City Council President Pro-Tem Hermacinski noted the need to try to achieve the goals in the WSSAP and overcome the hurdle of the transportation corridor. She supports striving for that type of density but believes that the alternative study needs to be completed first.

Council Member Myller agrees and supports the 4,000 unit number in the NEPA study.

Council Member Ivancie agrees as well, but suggested 3,500. He agrees that density is necessary to make it affordable. However, if the City does not have the ability to get people back and forth it won't be viable.

Council Member Quinn supports the 4,000 number and feels that four lanes (2 each way) is necessary out to Steamboat II. He believes the City needs to accommodate growth and do it right and that density is necessary for affordability.

Council Member Magill also agrees regarding the 4,000 number and that density is needed for affordability. He believes that three lanes each way from 13<sup>th</sup> Street on would be good and noted that community character comes from people not roads.

Council Member Bentley supports four lanes from 13<sup>th</sup> Street to Steamboat II, but no more than that. She supports a density of up to 2,600.

City Council President Antonucci stated that his biggest fear is the lack of density not being able to make a vibrant commercial center. He agrees with the 4,000 number.

It was clarified that the 4,000 number is made up of 925 units of infill and 3,142 units in annexed areas.

#### **PUBLIC HEARING – PLANNING COMMISSION REFERRALS**

## 5. PROJECT: Ski Hill Subdivision, Parcel D. (Thunderhead)

PETITION: Final development plan application for two condo/hotel buildings with 100 residential units, seven commercial/retail units, and associates improvements within the proposed 390,112 square feet of floor area. The applicant is requesting a height variance for Building A.

This item was postponed from the February 17, 2009 City Council meeting.

This item was heard earlier in the agenda and postponed to May 5, 2009.

## CONSENT CALENDAR: MOTIONS, RESOLUTIONS AND ORDINANCES FIRST READINGS

6. MOTION: Motion to approve the 2009 Contract between the City and the Steamboat Springs Chamber Resort Association for marketing services.

City Council President Antonucci read the motion into the record.

7. MOTION: To acknowledge that the joint City/County application for \$51,681 in funding from the Recovery Act: Justice Assistance Grant Program for law enforcement equipment and supplies is hereby available for public review and to direct staff to submit the joint City/County application to the US Department of Justice after a 30 day review period.

City Council President Antonucci read the motion into the record.

8. RESOLUTION: A resolution to repeal Resolution 2008-32 and re-adopt the Community Housing Guidelines and Deed Restriction and Covenants.

This item was postponed from the January 20, 2009, the February 3, 2009, the February 17 and the March 17, 2009 meetings.

City Council President Antonucci read the resolution title into the record.

9. RESOLUTION: A resolution of the City of Steamboat Springs approving an agreement between the City of Steamboat Springs and Caxton Street LLC (Bear Lodge) for the payment of a fee in lieu of the provision of six deed restricted affordable housing units.

City Council President Antonucci read the resolution title into the record.

Council Member Quinn stepped down.

**MOTION:** Council Member Ivancie moved and Council Member Myller seconded to approve a resolution of the City of Steamboat Springs approving an agreement between the City of Steamboat Springs and Caxton Street LLC (Bear Lodge) for the payment of a fee in lieu of the provision of six deed restricted affordable housing units. The motion carried 6/0. Council Member Quinn stepped down.

Council Member Quinn returned to the meeting.

10. RESOLUTION: A resolution approving the Intergovernmental Agreement between the City of Steamboat Springs, and County of Routt, regarding the Recovery Act: Justice Assistance Grant (JAG) Program Award.

City Council President Antonucci read the resolution title into the record.

11. FIRST READING OF ORDINANCE: An ordinance creating a regulatory framework authorizing the City to review and monitor service plans prepared pursuant to the Special District Act codified in Title 32, Colorado Revised Statutes; repealing all conflicting ordinances; providing for severability; and providing an effective date.

City Council President Antonucci read the ordinance title into the record.

12. FIRST READING OF ORDINANCE: An ordinance creating a water dedication policy to ensure that water service required for new development outside of the existing City municipal water system does not interfere with service to existing customers and does not interfere with the City's ability to meet reasonably anticipated future water supply needs; repealing all conflicting ordinances; providing for severability; and providing an effective date.

City Council President Antonucci read the ordinance title into the record.

Council Member Bentley stated that she is not comfortable with payment in lieu (PIL) parts of this policy. She feels there is "enough coverage" within the rest of the document that PIL is not necessary. Exceptions to that are that Steamboat 700 and 360 Village can pay cash for water firming projects.

City Council President Antonucci spoke to the conditions to accepting the PIL and the need to obtain funds to turn water rights into actual usable water.

Council Member Ivancie spoke to annexing parcels without water rights and having the ability to go back and look at a property and see what happened to the water rights. In some cases there is no other option than PIL. He voiced concern with productive ranches selling water rights and does not want to promote that. He believes that the conditions in Section (f) cover that.

Council Member Quinn agrees. He likes the language in (h) and is okay with the language in options 2 and 3.

Council Member Ivancie stated that his main concern is that the City has a "water tight" policy. He supports alternative 3.

City Council President Antonucci and City Council President Pro-Tem Hermacinski are okay with option 3 because it provides the most latitude.

Council Member Magill and Council Member Myller agree.

City Council President Pro-Tem Hermacinski questioned the 120% number. Mr. Holleman stated that 110% percent would be acceptable; however 120% gives a bit of a cushion.

City Council President Pro-Tem Hermacinski believes that PIL could be very important, and it is very important for it to be at the discretion of staff and Council.

Council Member Ivancie prefers water rights, but would like to be able to "fall back" on PIL.

#### **PUBLIC COMMENT:**

Mr. Tony Connell believes that some of the language is unfair because there could be a special project with low density residential.

It was noted that there should be language regarding not being egregious about what the City requires. Mr. Roberts stated that this could be addressed in the annexation agreement language.

The following changes were proposed: In section (e) (2) the end of the section should say "including, but not limited to"; in Section (f) strike subsection (2) and the last sentence in (4).

**MOTION**: Council Member Ivancie moved and Council Member Bentley seconded to approve with proposed changes. The motion carried 7/0.

**13**. FIRST READING OF ORDINANCE: An ordinance creating a requiring adequate water supply for development; implementing the requirements of House Bill 08-1141, which directs local governments to deny development applications where there demonstration of adequate water supply to serve the proposed development; repealing all conflicting ordinances; providing for severability; and providing an effective date.

City Council President Antonucci read the ordinance title into the record.

14. FIRST READING OF ORDINANCE: An ordinance of the City of Steamboat Springs, Colorado, extending the vesting period for a site specific development plan originally approved as "Montenero at Steamboat Springs" for an additional time period of six months, repealing all conflicting ordinances; providing for severability; and providing an effective date.

City Council President Antonucci read the ordinance title into the record.

**MOTION:** Council Member Ivancie moved and Council Member Myller seconded to approve items 6, 7, 8, 10, 11, 13 and 14 of the Consent Calendar; a motion to approve the 2009 Contract between the City and the Steamboat Springs Chamber Resort Association for marketing services; a motion to acknowledge that the joint City/County application for \$51,681 in funding from the Recovery Act: Justice Assistance Grant Program for law enforcement equipment and supplies is hereby available for public review and to direct staff to submit the joint City/County application to the US Department of Justice after a 30 day review period; a resolution to repeal Resolution 2008-32 and re-adopt the Community Housing Guidelines and Deed Restriction and Covenants; a resolution

approving the Intergovernmental Agreement between the City of Steamboat Springs, and County of Routt, regarding the Recovery Act: Justice Assistance Grant (JAG) Program Award; an ordinance creating a regulatory framework authorizing the City to review and monitor service plans prepared pursuant to the Special District Act codified in Title 32, Colorado Revised Statutes; repealing all conflicting ordinances; providing for severability; and providing an effective date; an ordinance creating a policy requiring adequate water supply for new development; implementing the requirements of House Bill 08-1141, which directs local governments to deny development applications where there is not a demonstration of adequate water supply to serve the proposed development; repealing all conflicting ordinances; providing for severability; and providing an effective date; an ordinance of the City of Steamboat Springs, Colorado, extending the vesting period for a site specific development plan originally approved as "Montenero at Steamboat Springs" for an additional time period of six months, repealing all conflicting ordinances; providing for severability; and providing an effective date. The motion carried 7/0.

**15**. FIRST READING OF ORDINANCE: An ordinance approving the purchase of property from Union Pacific Railroad Company by the City of Steamboat Springs, and authorizing the City Council President to sign documents necessary for purchasing the property; conflicting repealing all ordinances; providing severability; and providing an effective date.

City Council President Antonucci read the ordinance title into the record.

Council Member Bentley believes that GOCO and the City have better places to put their money.

Mr. Lettunich stated that the City has bought several pieces of land along the railroad over the last 10 years under these same onerous conditions. He spoke to the benefit of owning the river bottom. He stated that this has been budgeted and though to be an appropriate project.

City Council President Antonucci stated that the river bottom issue is enough reason for him to support buying the parcel.

Council Member Ivancie agrees that the river is an asset and supports the ordinance.

PUBLIC COMMENT: No one appeared for public hearing.

**MOTION:** Council Member Ivancie moved and Council Member Myller seconded to approve the first reading of an ordinance approving the purchase of property from Union Pacific Railroad Company by the City of Steamboat Springs, and authorizing the City Council President to sign all documents necessary for purchasing the property; repealing all conflicting ordinances; providing for severability; and providing an effective date. The motion carried 7/0.

#### PUBLIC HEARING: ORDINANCE SECOND READINGS

16. SECOND READING OF ORDINANCE: Third 2008 supplemental appropriation ordinance.

City Council President Antonucci read the ordinance title into the record.

<u>PUBLIC COMMENT</u>: No one appeared for public hearing.

**MOTION:** Council Member Ivancie moved and Council Member Quinn seconded to approve the second reading of the third 2008 supplemental ordinance. The motion carried 7/0.

17. SECOND READING OF ORDINANCE: First 2009 supplemental appropriation ordinance.

City Council President Antonucci read the ordinance title into the record.

<u>PUBLIC COMMENT</u>: No one appeared for public hearing.

**MOTION:** Council Member Myller moved and Council Member Quinn seconded to approve the second reading of the first 2009 supplemental ordinance. The motion carried 7/0.

18. SECOND READING OF ORDINANCE: An ordinance approving an amendment to the lease agreement with Sensis Corporation; establishing an effective date; repealing all conflicting ordinances and resolutions; and providing for severability.

City Council President Antonucci read the ordinance title into the record.

PUBLIC COMMENT: No one appeared for public hearing.

**MOTION:** Council Member Myller moved and Council Member Ivancie sedonded to approve the second reading of an ordinance approving an amendment to the lease agreement with Sensis Corporation; establishing an effective date;

repealing all conflicting ordinances and resolutions; and providing for severability. The motion carried 7/0.

#### PLANNING COMMISSION REPORT

There was no Planning Commission representative present.

#### CONSENT CALENDAR - PLANNING COMMISSION REFERRALS

### 19. PROJECT: Copper Ridge Business Park, Filing 4, Lot 3

PETITION: Development and final development plan for the new Western Security System Live/Work building, total gross square footage: 6,620.

City Council President Antonucci read the project into the record.

Council Member Magill stepped down.

<u>PUBLIC COMMENT</u>: No one appeared for public hearing.

#### CONDITIONS:

- Any change to the grade within a utility easement for purposes of this
  development resulting in alteration of burial depth or damage to YVEA
  facilities, the developer will assume responsibility for the cost of
  replacement (which could include the existing surface cubicle). It is
  recommended to pot hole to verify depth of lines in key areas to
  determine if there will be additional costs associated with proposed site
  improvements.
- 2. The applicant shall enter into a revocable permit with the City acknowledging private liability for the removal, relocation, and/or replacement of all improvements (included but not limited to the dumpster and trash enclosure in the NE utility easement, retaining wall in the SW utility easement, and landscaping improvements required by the CDC) located within the utility easement that are damaged, destroyed, or removed by the City or other authorized parties operating or maintaining public utilities within the utility easement. This agreement must be finalized prior to application for a building permit.
- 3. Prior to issuance of any Certificate of Occupancy or TCO, or at time of first final plat, the applicant must dedicate an additional common access

easement to Lot 4 for the driveway and drainage easements at the SW corner of the property.

- 4. Any construction modification which alters the alignment of proposed access and roadside drainage designs within proposed, dedicated easements may require changes to dedication of easements at time of condo plat.
- 5. The applicant is required to complete an Indemnification Agreement for parking within snow storage easement prior to a building permit or grade and fill permit. See Public Works for application.
- 6. At time of building permit or grade and fill permit, the applicant must provide written permission from adjacent property owners for any proposed grading off-site.
- 7. The following items to be identified for each phase on the <u>building permit</u> are considered critical improvements and must be constructed prior issuance of any TCO or CO; they cannot be bonded:
  - Public drainage improvements (Access drive culvert may need to be replaced or repaired).
  - b. Access drive, driveway, and parking areas
  - c. Storm water quality features. (Vegetation must be established prior to CO when required as part of the feature design.)

While not Conditions of Approval, the following requirements apply to all Final Development Plans:

- 1. Approval of a Final Development Plan shall remain effective for a period of three (3) years, or until April 16, 2012. If an active building permit has been obtained for the Final Development Plan or part thereof, and the term of approval for the Final Development Plan expires, the development covered under the active building permit may continue; however, the Final Development Plan approval shall be considered expired and no new building permits may be issued based on the expired approval.
- 2. All required signatures shall be obtained and Sections One (Cover sheet), Two (Site Plan), Three (Building Elevations), and Four (Landscape Plan) of the Final Development Plan and submitted to the Department of Planning Services prior to issuance of Building Permit.
- 3. The following shall be submitted for review and approval three weeks prior to building permit or grading permit:

- a. Final water/utility plans shall provide fire hydrant locations to be approved by the Fire Marshal.
- b. Final engineered plans and specifications for utilities, grading, drainage and incorporation of Best Management Practices and water quality management.
- c. Soils/geologic study verifying soil suitability.
- d. Final site plan, landscape plan, outdoor lighting plan, floor plans and building elevations.
- e. Construction plans and specifications shall be submitted to City Water and Sewer for review and approval. Plant Investment Fees will be assessed.
- 4. Disturbed areas shall be adequately re-vegetated or temporary erosion control measures implemented, to the satisfaction of the Director of Planning and Community Services, prior to leaving site for the winter, or November 1, whichever occurs first.
- 5. Non-point source mitigation shall be included as an element of design for the final grading and drainage plan. This plan shall include temporary construction and permanent measures to maintain water quality.
- 6. All project infrastructure including paving, irrigation, utilities, and striping of crosswalks shall be installed or surety provided prior to issuance of a Certificate of Occupancy.
- 7. All required landscaping, indicated on the Landscaping Plan, shall be installed prior to issuance of a Certificate of Occupancy, or surety shall be posted.
- 8. Exterior lighting shall comply with City ordinances. Proof of compliance with the ordinance shall be submitted for review and approval of the Planning Director prior to issuance of a Certificate of Occupancy.
- 9. All improvements shall comply with all applicable sections of the Steamboat Springs Municipal Code and any other applicable relevant plans of affected agencies.
- 10. As a condition precedent to the City authorizing the issuance of a building permit or approval of the construction plans, the developer must receive an approved Construction Site Management Plan ("CSMP") from the Director of Planning Services.

**MOTION:** Council Member Ivancie moved and Council Member Quinn seconded to approve the development and final development plans for Copper Ridge Business Park with conditions 1-7. The motion carried 6/0. Council Member Magill stepped down.

Council Member Magill returned to the meeting.

#### **REPORTS**

### 20. City Council

### Council Member Bentley:

- 1. Yampa Valley Partners' "Fueling Thoughts" seminar is May 14-15, 2009.
- 2. Encouraged Council to attend the upcoming CML Conference in Vail.
- 3. Noted that the YVEDC's Elected Officials Forum is May 6, 2009.

#### <u>City Council President Pro-Tem Hermacinski</u>:

1. Spoke to the annexation/referendum issue and the differing petition signature requirements in the City's Home Rule Charter (HRC) and the Constitution. She voiced concern that this may lead to a legal matter and asked if Council would consider putting the question on the ballot to make the HRC consistent with the State Constitution.

Council Member Ivancie supports scheduling an agenda item to discuss amending the HRC. Mr. Lettunich stated that the Charter requires 20% signatures and the State Constitution requires 10%. Steamboat 700 has offered that in an annexation agreement they would not contest a petition that had 10%. Mr. Lettunich stated that Council can put this item on the ballot to amend HRC in November.

**UNANIMOUS CONSENT:** Schedule an agenda item to discuss this in time to get it on the ballot.

Mr. Bob Weiss, Steamboat 700, acknowledged that they support the 10% and would not contest the signature requirement.

#### Council Member Ivancie:

1. Noted that the open house for the new Parks and Recreation facility is April 8, 2009.

### Council Member Magill:

- Attended the retirement reception for Linda Kakela and noted that it was a great event that was attended by the Mexican Consul General and his wife.
- 2. Disclosed that he will be working "once removed" doing some survey work for the City, and the funding for this project is already in the CIP.

#### **INTRODUCTION OF TOPICS FOR FUTURE WORK SESSION AGENDAS:**

### a. <u>City Council Introduction and Discussion:</u>

Any Council Member may request discussion of any issue. Items cannot be added for action at this meeting.

### b. **City Staff Introduction and Discussion:**

Any staff member may request discussion of any issue at a future meeting only. Items cannot be added for action at this meeting. Staff will forward a specific request, stating the issue, anticipated outcome, time frame and requested direction from a majority of the Council.

### 21. Reports

- a. Agenda Review:
  - 1.) Council agenda for April 14, 2009.
  - 2.) Council agenda for April 21, 2009.
  - 3.) SSRA agenda for April 21, 2009.

Ms. Franklin reviewed the above agendas.

### **b.** Staff Reports

1.) Motion to accept the formal appointment of Lorraine Johnson as the Hayden representative to the Yampa Valley Airport Commission.

<u>PUBLIC COMMENT</u>: No one appeared for public hearing.

**MOTION:** City Council President Pro-Tem Hermacinski moved and Council Member Myller seconded to accept the formal appointment of Lorraine Johnson as the Hayden representative to the Yampa Valley Airport Commission. The motion carried 7/0.

### c. City Attorney's Update/ Report.

Mr. Lettunich had no report.

### d. Manager's Report: Ongoing Projects. (Mr. Roberts)

Mr. Roberts reported on the following:

1. Asked if Council wants to sign a letter opposing Senate Bill 180 regarding mandating collective bargaining. **UNANIMOUS CONSENT.** 

2. Asked if Council wants to sign a letter opposing House Bill 1327 regarding amendments to urban renewal legislation. **MAJORITY CONSENT.** 

#### **OLD BUSINESS**

- 22. Minutes
  - a. Regular Meeting 2009-07, March 3, 2009.
  - b. Regular Meeting 2009-08, March 10, 2009.
  - c. Regular Meeting 2009-09, March 17, 2009.

**MOITON:** Council Member Ivancie moved and City Council President Pro-Tem Hermacinski seconded to approve the March 3, 10 and 17, 2009 City Council minutes. The motion carried 7/0.

#### **ADJOURNMENT**

**MOTION:** Council Member Ivancie moved and Council Member Myller seconded to adjourn at Regular Meeting 2009-10 at approximately 9:19pm. The motion carried 7/0.

MINUTES PREPAREI	), REVIEWED AND	RESPECTFULLY SUBM	ITTED BY:
Julie Franklin, CMC City Clerk			
APPROVED THIS	DAY OF	, 2009.	

### **AGENDA ITEM # 23b**

#### CITY OF STEAMBOAT SPRINGS

#### REGULAR MEETING NO. 2009-11

TUESDAY, APRIL 14, 2009

#### MINUTES

Mr. Loui Antonucci, City Council President, called Regular Meeting No. 2009-11 of the Steamboat Springs City Council to order at 5:00pm, Tuesday, April 14, 2009, in Centennial Hall, Steamboat Springs, Colorado.

City Council Members present: Loui Antonucci, Cari Hermacinski, Meg Bentley, Steve Ivancie, Walter Magill, Scott Myller and Jon Quinn.

Staff Members present: Jon B. Roberts, City Manager; Anthony B. Lettunich, City Attorney; Wendy DuBord, Deputy City Manager; Julie Franklin, City Clerk; Jeni Rae Watson, Computer Services; Philo Shelton, Director of Public Works; JD Hays, Director of Public Safety; Nancy Engelken, Community Housing Coordinator; Bob Litzau, Interim Director of Financial Services; Joel Rae, Police Captain; Dan Foote, Staff Attorney; John Thrasher, Human Resources Manager; Ernie Jenkins, Parks Supervisor; Utilities Superintendant; Chris Wilson; Director of Parks, Recreation and Open Space.

NOTE: All documents distributed at the City Council meeting are on file in the Office of the City Clerk.

#### **CITY COUNCIL REVIEW TOPIC**

### 1. Update on Social Host Ordinance.

Ms. Dervla Lacy, Grand Futures Coalition, public service announcement, PowerPoint: the Excellence Project; building a strong community web; addressing Council's concerns; findings of major studies; anecdotal information affecting our youth; alarming data; and results of existing social host ordinances (SHO).

Discussion took place relative, but not limited to: the current State Statutes; the need for probable cause; only changing the location of drinking; determining the source of the alcohol; fiscal impacts; and a no tolerance policy for underage drinking.

City Council President Pro-Tem Hermacinski asked why staff can't prosecute under the current Status for permitting the service of alcohol.

Mr. Carl Stahl, Assistant DA, stated that this can be done; however, the SHO gives broader enforcement powers. The current Statute does not cover all situations and makes it very hard to prosecute.

Mr. Rae noted that with the current Statue, the Police Department can't determine who provided the alcohol. The SHO is a tool to address a loophole in the system.

City Council President Pro-Tem Hermacinski would like to add immunity for a person who calls for help when someone is in medical need. **UNANIMOUS CONSENT:** Staff to add this language.

Council Member Ivancie spoke to the success of the compliance checks as an example because the City is seeing the rewards from that ordinance. Mr. Rae stated that the compliance checks are a huge success story, but it did not happen overnight.

#### **PUBLIC COMMENT:**

Mr. Brian Hosa, Colorado Mountain College, sated that they have a zero tolerance policy for alcohol and drugs on campus and have a social host policy in their dorms that holds individuals responsible. He spoke to the importance of creating positive environments where alcohol is not necessary to belong or have fun. It is important to build the confidence to have fun without those crutches and teach that there are consequences for behavior. He supports the ordinance.

Mr. Brain Herrington, physician and Routt County Public Health Officer, supports the ordinance. Clearly we have a problem and clearly alcohol is dangerous for kid's brain development. He does believe that government has a role in establishing public heath policy and it is important to send the message to the community that underage drinking will not be tolerated. Lack of policy says that the City passively supports underage drinking.

Ms. Diane Moore, Advocates, supports the ordinance. She stated that half of their clients are teens and many of the incidents are related to alcohol.

Ms. Anne Barounos agrees that there is a problem, but does not believe that this is the solution. She believes that this is a "stop gap", and will not be very effective or useful. She voiced concern that this will force alcohol into cars and out of limits. Some alternative solutions: mandatory keg registration and more involved parenting.

Ms. Sid Puogailes encouraged Council to find the compassion to deal with this issue. She does not believe that kids will relocate to the woods and believes that kids are encouraged to drink by adults who provide a location to party. She supports the ordinance.

Ms. Robin Crosson spoke to a certain family that allows drinking in their home on a regular basis. She does not want her son able to go to someone else's house and be allowed to drink. She supports the ordinance.

Austin Ritzel, sophomore at the High School, believes that there should be consequences for parents who provide a place for kids to drink. He believes that a lack of action sends the message that adults will not be held responsible.

Mr. Butch Chavarria, Skate Church, stated that he works closely with youth that are involved in drugs and alcohol and he believes that kids are looking for boundaries. This ordinance is a stepping stone towards changing the social norm. He believes that adults need to look at the message we are sending and should set the bar.

Mr. Charlie Parnell stated that the SHO is "one sand bag in the dike" and noted that there will be many other stepping stones. He encouraged Council to take the lead and adopt this ordinance.

City Council President Pro-Tem Hermacinski feels that parents need to bear more responsibility for this problem. Lacy stated that the Excellence Project would also like to see parents take a more active role.

City Council President Antonucci does not believe it is the government's role to help parents raise their kids. He also stated that there is no clear evidence to show that a SHO will make a difference.

Ms. Lacy spoke to the success of the SHO in Ventura County, California and the fact that State and National Transportation agencies support the ordinance. She stated that there is not an exact link to success, but the ordinance is a piece of what is helping to address the problem.

Council Member Quinn does not believe that this ordinance is an attempt to turn government into parents. This ordinance is saying that it is the government's role to set the frame work. He voiced concern that a responsible parent can be undermined by another parent who allows their child to drink. It is the government's role to close this loophole. He believes in moderation and thinks drinking age should be 18. He hopes that the ordinance won't encourage drinking and driving and believes that it will give law enforcement and the community another tool and will send a message.

Council Member Ivancie agrees and supports the ordinance and believes that it will be part of a comprehensive prevention program. He stated that this ordinance will send a message to kids and parents.

Council Member Bentley believes that this issue requires parental supervision, and that can't be legislated. She believes that parties will move into cars and out into the County as a result of this ordinance and compared it to the failure of prohibition. She could support the ordinance if there were a one year sunset to reevaluate the benefits; and if the ordinance were accompanied by a task force that developed actionable items. She would also like the Police Department to get more training on public service oriented programs.

Council Member Magill supports the ordinance as one tool in the battle against underage drinking.

Council Member Myller supports the ordinance because he does not want to condone underage drinking.

City Council President Pro-Tem Hermacinski does not support the ordinance and is concerned with pushing the behavior into the County, places like Silver Spur, Steamboat II, Heritage Park, and Tree Haus. She believes this is duplication of existing state law and voiced concern with the logistics of a trial and jail sentence. She does support the mandatory keg registration.

**MOTION**: Council Member Ivancie moved and Council Member Quinn seconded for staff to move forward with first reading of a revised ordinance on April 21, 2009. The motion carried 4/3. City Council President Pro-Tem Hermacinski, City Council President Antonucci and Council Member Bentley opposed.

#### **GENERAL PUBLIC COMMENT**

No one appeared for public comment.

### 2. Water Conservation Plan prepared by Jay Mr. Gallagher. (Mr. Shelton) (30 minutes)

Mr. Jay Gallagher, Mt. Werner Water, was present and introduced their Board Members present: Kathy Connell, Jon Halvorson, and Steve Gale. Blane Hvambsel, Mountain Resorts, was also present.

Mr. Shelton provided a PowerPoint presentation highlighting the following: the benefit of water conservation; Colorado Revised Statutes 37-60-126; 5 year targets; 10 targets; 20 targets; peak day water usage; protected water/cost savings; action plan; drought and water emergency preparedness; and next steps and recommendations.

Discussion commenced on the timeline; working with Planning on the CDC and landscaping requirements; and zero-scape type of landscaping.

City Council President Pro-Tem Hermacinski believes that there needs to be more than the voluntary Green Building Program and it should start in the CDC.

Council Member Myller stated that the City needs to work on water conservation as well.

Mr. Shelton stated that staff will bring this Plan back after the 60 day public comment period.

<u>PUBLIC COMMENT</u>: There was no public comment.

### 3. Possible additional youth and adult tournaments.

Mr. Wilson stated that he talked to Mr. Dave King with Triple Crown about the fact that the World Softball League is interested in doing a regional event this year in Steamboat Springs and clarified that this will not jeopardize the City's relationship with Triple Crown. He stated that Mr. Phillip Small, Works Softball League, is present if there are any questions.

There is concern with the potential weather on Memorial Day weekend and it was noted that Parks and Recreation staff will decide if the fields are dry enough to use without damaging them.

City Council President Antonucci stated that due to the economy, this is a unique time and local merchants are suffering. He supports the Memorial Day weekend event as well as the adult tournament in August. He noted that this would just be for one year and the City still needs to diversify its economy.

City Council President Pro-Tem Hermacinski supports the Memorial Day weekend tournament.

Council Member Bentley would like to see calendar of the entire summer; who's coming when and what teams. **DIRECTION:** Mr. Wilson to provide this.

Council Member Magill supports the Memorial Day weekend event.

#### **PUBLIC COMMENT:**

Mr. Larry Mishawn, Resort Group, stated that they want to be partnered in successful events, but voiced concern with the weather on Memorial Day weekend and possible requests for refunds. He stated that the City and lodging community have many years invested in the relationship with Triple Crown and he would like to continue the partnership. He thinks that 50-60 teams is the right size and supports giving adult tournaments a second try.

**MAJORITY CONSENT**: To move forward with the Memorial Day weekend tournament. Council Member Bentley opposed. She does not support more softball and baseball and would like to look at alternate ways to bring people into town. Council Member Myller also opposed because if the tournament is cancelled, there will need to be refunds and unhappy customers.

**DIRECTION:** Staff to work with legal on field use agreements.

August 14-16 tournament:

City Council President Pro-Tem Hermacinski supports trying an adult tournament. If the level of play is higher and more competitive, there may be less drinking. She would prefer the World Softball League because it is good to "put our eggs in a couple different baskets".

City Council President Antonucci clarified that this may be a one time thing.

Council Member Quinn is in favor of the World Softball League. He appreciates the relationship with Triple Crown, but believes that diversity goes a long way.

Council Member Myller agrees that it is worth another try.

Council Member Magill feels that Council owes it to the community to bring in revenue. He supports another adult tournament.

Council Member Ivancie is open looking at adult softball again.

Council Member Bentley opposed.

City Council President Antonucci supports.

**MAJORITY CONSENT**: To move forward with the World Softball League tournament in August.

**DIRECTION:** Staff to work with legal on field use agreements.

#### 4. RFP for The Iron Horse.

Mr. Roberts stated that staff needs to take the next step allowing the City to get more information. It is not committing the City, it allows the City to evaluate proposals and see whether we want to pursue the grant money.

Ms. Engelken stated that staff put out the RFQ at the end of July 2008 and there were 9 respondents. A team was formed that reviewed the applications and they were unanimous in selecting the 5 teams. The money that the City has invested so far can be used to leverage additional dollars.

Mr. Litzau stated that the Certificate of Participation can't be paid off for 10 years from issuance. The property is held by a trustee, who has to be satisfied that the bond holder's interest is protected. There is some risk to bond holders for a period of time after demolition; however, anything that adds value to the property should be acceptable to bond holders.

Ms. DuBord noted that Mr. Dean Vogelaar, a member of the review team, was present and had to leave. He asked her to convey that he supports taking this next step.

**MOTION:** Council Member Bentley moved and City Council President Pro-Tem Hermacinski seconded to move forward with the RFP. The motion carried 7/0.

#### **Council Member Reports:**

#### Council Member Ivancie:

1. Requested clarification on the Police Department's "keg tag" program. It was noted that this program is still in place, it was not cut in the budget.

#### **Council Member Quinn:**

 Would like to revisit the leash laws. He voiced concern that in tight budget times, the City is paying Community Service Officers to "chase dogs all day". He feels there should be a reasonable exception for when a person is exercising their dog.

Mr. Wilson noted that the City is conducting a trial on 3 leash free zones, and is working with the Our Dogs group.

City Council President Pro-Tem Hermacinski would also like to look at other City rules/laws that are arcane and should be removed. **DIRECTION:** Mr. Roberts to look into.

**UNANIMOUS CONSENT:** To remand the leash law issue to the Parks and Recreation Commission for review and recommendation.

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Julie Franklin, CMC

City Clerk

MOTION: Council Member Ivancie moved and Council Member Myller seconded to adjourn Regular Meeting 2009-11 at approximately 8:26pm. The motion carried 7/0.

MINUTES PREPARED, REVIEWED AND RESPECTFULLY SUBMITTED BY:

**APPROVED THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_, 2009.** 

### **AGENDA ITEM # 23c**

#### CITY OF STEAMBOAT SPRINGS

REGULAR MEETING NO. 2009-12

TUESDAY, APRIL 21, 2009

#### **MINUTES**

Mr. Loui Antonucci, City Council President, called Regular Meeting No. 2009-12 of the Steamboat Springs City Council to order at 5:23pm, Tuesday, April 21, 2009, in Centennial Hall, Steamboat Springs, Colorado.

City Council Members present: Loui Antonucci, Meg Bentley, Steve Ivancie, Walter Magill, Scott Myller and Jon Quinn. Cari Hermacinski was absent.

Staff Members present: Jon B. Roberts, City Manager; Wendy DuBord, Deputy City Manager; Julie Franklin, City Clerk; Vince O'Connor, Computer Services; Philo Shelton, Director of Public Works; JD Hays, Director of Public Safety; Bob Litzau, Interim Director of Financial Services; Joel Rae, Police Captain; Dan Foote, Staff Attorney; Brooke Lightner, Teen Program Coordinator; Bob Robichaud, Facilities Maintenance; Tom Leeson, Director of Planning and Community Development; Jason Peasley, City Planner; and Chris Wilson; Director of Parks, Recreation and Open Space.

NOTE: All documents distributed at the City Council meeting are on file in the Office of the City Clerk.

### **COMMUNITY REPORTS/COUNCIL DISCUSSION TOPIC:**

#### 1. CIP Review.

Mr. Litzau pointed out that youth teen space and the Rehder building are discussion items.

Discussion: coloring the concrete of sidewalks; and "bulb-outs".

Council Member Bentley noted several items to discuss: the Fish Creek Falls underpass; New Victory Highway; sidewalk improvements; trail improvements; Yampa Valley facility upgrades; and the Ice Arena expansion.

It was noted that the Fish Creek Falls underpass has already been eliminated. Mr. Foote noted that the City could back out of the New Victory Highway item but this would have serious implications. Mr. Wilson noted that the sidewalk item is a carry over.

#### Ice Arena:

Council Member Quinn supports adding this back in at the top of the list.

Council Member Myller cautioned that the City needs to be ready to build it.

City Council President Antonucci stated that the City could pay for the design but it might not be built for several years and the design may become antiquated.

Council Member Ivancie agrees with Council Member Quinn.

Mr. Jan Kaminski, architect, noted that the teen center at the Ice Arena would be a temporary space (5 years) which would eventually be expanded into lockers. He stated that he can reduce his design fee by 15%.

Mr. Mark O'Rielly, IRAC, confirmed that the teen space would eventually be locker room space. He stated that it is a good time to do this work from a cost standpoint and it is beneficial to have a design ready to go. He also does not believe that the design will change that much.

#### **PUBLIC COMMENT:**

Anna Marno, Shane McClean, and Maria Hillenbrand, Teen Council members were present and support the ice arena bump out project for a teen center.

**MOTION:** Council Member Ivancie moved and Council Member Quinn seconded to approve \$75,000 for design. The motion carried 4/2. City Council President Antonucci and Council Member Myller opposed. City Council President Pro-Tem Hermacinski was absent.

City Council President Antonucci voiced concern that this is still a \$3 million project.

### **Rehder Building:**

Council Member Quinn questioned the cost for the windows.

Mr. Bob Robichaud stated that the estimate includes contingency. They are restoring the existing windows and replacing the windows in the back.

Mr. Rod Hanna, SAM, stated that the Board has confirmed that they are willing and able to take over the maintenance of building with the 99 year lease. After this work is done, they will be responsible from that point forward.

#### **PUBLIC COMMENT:**

Mr. Sally Teastrake encouraged Council to take a long term look at the situation and that the economic downturn will not last forever. He asked that the Council respect the gift from Ms. Helen Rehder and noted that a long term lease allows them to get grants and have more leverage.

**MOTION:** Council Member Myller moved and Council Member Bentley seconded to spend the money in the Rehder building fund, up to the \$400,000 projected. The motion carried 6/0. City Council President Pro-Tem Hermacinski was absent.

### CONSENT CALENDAR: MOTIONS, RESOLUTIONS AND ORDINANCES FIRST READINGS

2. MOTION: Motion to submit a grant application to the US Department of Justice COPS program for \$614,085 in American Recovery and Reinvestment Act funds to pay for three years salary and benefits for three new police officers.

City Council President Antonucci read the motion into the record.

3. MOTION: Motion to submit a loan application to the Colorado Water Quality Division for \$584,650 in federal stimulus funding of a water main project.

City Council President Antonucci read the motion into the record.

4. MOTION: Motion to submit a loan application to the Colorado Water Quality Division seeking \$6,000,000 in American Recovery and Reinvestment Act funds for a wastewater maintenance project.

City Council President Antonucci read the motion into the record.

5. MOTION: Motion to submit a grant application to the Colorado Department of Transportation requesting \$4,999 in grant funding for "Share the Road" activities and promotions in summer 2009.

City Council President Antonucci read the motion into the record.

6. MOTION: Motion to participate in a consolidated American Recovery and Reinvestment Act grant application through the Colorado Association of Transit Agencies to the Federal Transit Administration Greenhouse Gas Reduction and Energy Efficiency (TIGGER) program for \$1,573,828 in grant funding for energy efficiency and renewable energy projects.

City Council President Antonucci read the motion into the record.

7. MOTION: Motion to partner with Routt County on a grant application to the US Department of Justice Rural Law Enforcement grant program for up to \$1.5 million in American Recovery and Reinvestment Act funds to pay for a new CAD/RMS system.

City Council President Antonucci read the motion into the record.

8. MOTION: Motion to submit a grant application to the Colorado Department of Transportation Enhancements Program for \$130,301 in American Recovery and Reinvestment Act funds for the Yampa River Core Trail South extension project.

City Council President Antonucci read the motion into the record.

9. MOTION: Motion to submit a grant application to the Federal Transit Administration seeking \$257,462 in grant funding from the 5309 grant program for purchase of a hybrid bus.

City Council President Antonucci read the motion into the record.

10. RESOLUTION: A resolution of the Steamboat Springs City Council agreeing to act as a reviewing entity for the State Income Tax Credit Program for qualifying rehabilitation projects under Colorado House Bill 90-1033 (C.R.S. §39-22-514, as amended).

City Council President Antonucci read the resolution title into the record.

11. RESOLUTION: A resolution designating recent Enterprise Zone Applicants as Industrial Enterprise Zone Licensees.

City Council President Antonucci read the resolution title into the record.

12. RESOLUTION: A resolution approving the execution of a grant from Great Outdoors Colorado for the Yampa River Core Trail Bridge Project, expressing intent to provide matching funds and assurances, and to authorize the City Manager to sign and execute the grant contract.

City Council President Antonucci read the resolution title into the record.

14. FIRST READING OF ORDINANCE: An ordinance approving a lease between the City of Steamboat Springs and Yampatika Outdoor Awareness Association and authorizing City Council President to sign lease documents; repealing all conflicting ordinances; providing for severability; and providing an effective date.

City Council President Antonucci read the ordinance title into the record.

**MOTION**: Council Member Ivancie moved and Council Member Quinn seconded to approve items 2-12 and 14 of the Consent Calendar; to submit a grant application to the US Department of Justice COPS program for \$614,085 in American Recovery and Reinvestment Act funds to pay for three years salary and benefits for three new police officers; a motion to submit a loan application to the Colorado Water Quality Division for \$584,650 in federal stimulus funding of a water main project; to submit a loan application to the Colorado Water Quality Division seeking \$6,000,000 in American Recovery and Reinvestment Act funds for a wastewater maintenance project; to submit a grant application to the Colorado Department of Transportation requesting \$4,999 in grant funding for "Share the Road" activities and promotions in summer 2009; to participate in a consolidated American Recovery and Reinvestment Act grant application through the Colorado Association of Transit Agencies to the Federal Transit Administration Greenhouse Gas Reduction and Energy Efficiency (TIGGER) program for \$1,573,828 in grant funding for energy efficiency and renewable energy projects; to partner with Routt County on a grant application to the US Department of Justice Rural Law Enforcement grant program for up to \$1.5 million in American Recovery and Reinvestment Act funds to pay for a new CAD/RMS system; a motion to submit a grant application to the Colorado Department of Transportation Enhancements Program for \$130,301 in American Recovery and Reinvestment Act funds for the Yampa River Core Trail South extension project; to submit a grant application to the Federal Transit Administration seeking \$257,462 in grant funding from the 5309 grant program for purchase of a hybrid bus; a resolution of the Steamboat Springs City Council

agreeing to act as a reviewing entity for the State Income Tax Credit Program for qualifying rehabilitation projects under Colorado House Bill 90-1033 (C.R.S. §39-22-514, as amended); a resolution designating recent Enterprise Zone Applicants as Industrial Enterprise Zone Licensees; a resolution approving the execution of a grant from Great Outdoors Colorado for the Yampa River Core Trail Bridge Project, expressing intent to provide matching funds and assurances, and to authorize the City Manager to sign and execute the grant contract; an ordinance approving a lease between the City of Steamboat Springs and Yampatika Outdoor Awareness Association and authorizing City Council President to sign lease documents; repealing all conflicting ordinances; providing for severability; and providing an effective date. The motion carried 6/0. City Council President Pro-Tem Hermacinski was absent.

13. RESOLUTION: A resolution accepting the Memorandum of Understanding for joint use and management of athletic fields by the Town of Hayden, Colorado and the City of Steamboat Springs, Colorado and the right to use the ballfields for Triple Crown and other competitions.

City Council President Antonucci read the resolution title into the record.

Council Member Magill asked if this money will be spent as soon as possible. Mr. Wilson answered yes; the City will pay the Town of Hayden for them to complete 3 ball fields.

**MOTION:** Council Member Magill moved and Council Member Myller seconded to approve a resolution accepting the Memorandum of Understanding for joint use and management of athletic fields by the Town of Hayden, Colorado and the City of Steamboat Springs, Colorado and the right to use the ballfields for Triple Crown and other competitions. The motion carried 6/0. City Council President Pro-Tem Hermacinski was absent.

15. FIRST READING OF ORDINANCE: An ordinance known as "Social Host" requiring persons owning, leasing, or otherwise controlling private property to prevent the use of the property by minors possessing or consuming alcoholic beverages; repealing all conflicting ordinances; providing for severability; and providing an effective date.

City Council President Antonucci read the ordinance title into the record.

Council Member Bentley would like to attach a 2 year sunset review because the City's actions are going to be watched across the Country. Reviewing it in 2 years keeps it in the City's and the public's mind.

Mr. Foote reviewed the significant changes: the fourth whereas speaks to the standard of proof; the definition of "knowingly" will be further amended; the language in the "prohibition" section addresses management companies not being liable; the Penalties for Violations sections states that the fees go towards mitigating the impacts of the ordinance; and the Exceptions section adds the "good Samaritan" language.

### **PUBLIC COMMENT:**

Ms. Dervla Lacy, Grand Futures, spoke to the sunset provision, noting that there may not be any real data in two years to evaluate the effectiveness of the ordinance.

Council Member Ivancie does not support the sunset and noted that any Council has the right to review any ordinance.

**MOTION:** Council Member Ivancie moved and Council Member Myller seconded to approve the first reading of an ordinance known as "Social Host" requiring persons owning, leasing, or otherwise controlling private property to prevent the use of the property by minors possessing or consuming alcoholic beverages; repealing all conflicting ordinances; providing for severability; and providing an effective date, with staff's above changes. The motion carried 4/2. City Council President Antonucci and Council Member Bentley opposed. City Council President Pro-Tem Hermacinski was absent.

Council Member Quinn stated that future councils can always review the ordinance and it is important to make a strong statement of support for the youth of the community.

Council Member Bentley supports a mandatory review in 2 or 4 years.

Council Member Myller encourages the Police Department to update Council with anecdotal evidence.

#### PUBLIC HEARING: ORDINANCE SECOND READINGS

16. SECOND READING OF ORDINANCE: An ordinance creating a regulatory framework authorizing the City to review and monitor service plans prepared pursuant to the Special District Act codified in Title 32, Colorado Revised Statutes;

repealing all conflicting ordinances; providing for severability; and providing an effective date.

City Council President Antonucci read the ordinance title into the record.

Staff is requesting this item to be postponed to the May 5, 2009 City Council meeting.

**MOTION:** Council Member Myller moved and Council Member Ivancie seconded to postpone this item to the May 5, 2009 City Council meeting. The motion carried 6/0. City Council President Pro-Tem Hermacinski was absent.

17. SECOND READING OF ORDINANCE: An ordinance creating a water dedication policy to ensure that water service required for new development outside of the existing City municipal water system does not interfere with service to existing customers and does not interfere with the City's ability to meet reasonably anticipated future water supply needs; repealing all conflicting ordinances; providing for severability; and providing an effective date.

City Council President Antonucci read the ordinance title into the record.

Staff is requesting this item to be postponed to the May 5, 2009 City Council meeting.

**MOTION:** Council Member Bentley moved and Council Member Myller seconded to postpone this item to the May 5, 2009 City Council meeting. The motion carried 6/0. City Council President Pro-Tem Hermacinski was absent.

SECOND READING OF ORDINANCE: An ordinance creating **18**. a policy requiring adequate water supply for new development; implementing the requirements of House Bill 08-1141, which directs local governments to deny applications development where there demonstration of adequate water supply to serve the proposed development; repealing all conflicting ordinances; providing for severability; and providing an effective date.

City Council President Antonucci read the ordinance title into the record.

Staff is requesting this item to be postponed to the May 5, 2009 City Council meeting.

**MOTION:** Council Member Bentley moved and Council Member Myller seconded to postpone this item to the May 5, 2009 City Council meeting. The motion carried 6/0. City Council President Pro-Tem Hermacinski was absent.

19. SECOND READING OF ORDINANCE: An ordinance of the City of Steamboat Springs, Colorado, extending the vesting period for a site specific development plan originally approved as "Montenero at Steamboat Springs" (The Porches II) for an additional time period of six months, repealing all conflicting ordinances; providing for severability; and providing an effective date.

City Council President Antonucci read the ordinance title into the record.

Council Member Quinn disclosed that he provided technical support to The Porches. **UNANIMOUS CONSENT:** Council Member Quinn to remain seated.

<u>PUBLIC COMMENT</u>: No one appeared for public hearing.

**MOTION:** Council Member Myller moved and Council Member Bentley seconded to approve the second reading of an ordinance of the City of Steamboat Springs, Colorado, extending the vesting period for a site specific development plan originally approved as "Montenero at Steamboat Springs" (The Porches II) for an additional time period of six months, repealing all conflicting ordinances; providing for severability; and providing an effective date. The motion carried 6/0. City Council President Pro-Tem Hermacinski was absent.

20. OF ORDINANCE: SECOND READING An ordinance approving the purchase of property from Union Pacific Railroad Company by the City of Steamboat Springs, and authorizing the City Council President to sign documents necessary for purchasing the property: repealing all conflicting ordinances; providing severability; and providing an effective date.

City Council President Antonucci read the ordinance title into the record.

PUBLIC COMMENT: No one appeared for public hearing.

**MOTION:** Council Member Ivancie moved and Council Member Myller seconded to approve the second reading of an ordinance approving the purchase of property from Union Pacific Railroad Company by the City of Steamboat Springs, and authorizing the City Council President to sign all documents necessary for purchasing the property; repealing all conflicting ordinances; providing for severability; and providing an effective date. The motion carried 5/1. Council Member Bentley opposed. City Council President Pro-Tem Hermacinski was absent.

#### CONSENT CALENDAR - PLANNING COMMISSION REFERRALS

PLANNING PROJECTS

#### 21. PROJECT: Southside Station

PETITION: Change to condition of approval concerning groundwater monitoring report. The request to remove this condition has been approved by Mt. Werner Water.

City Council President Antonucci read the project into the record.

#### CONDITIONS:

#### DELETE

1. The applicant shall submit a - yearly groundwater monitoring report to the Mount Werner Water Department, the City of Steamboat Springs Water Department and the Routt County Environmental Health Department on a date established by the Mount Werner Water District. - The report shall include a written narrative explaining the industry standards and interpreting the data for general public review. If the groundwater monitoring report indicates soil and/or groundwater contamination as a result of leakage or spillage related to the gasoline service station use, the owner assumes all responsibility for containment remediation and removal of any contaminated soil, materials and/or underground storage tanks, if necessary. The applicant is to pay all legal (including City and/or Mt. Werner Water), engineering, and construction costs associated with such required remediation. Failure to submit the report on the required dates will be a violation of the conditions of approval for the development permit and will result in the issuance of a citation and/or the development permit being revoked.

#### ADD

1. The applicant will maintain access to the groundwater monitoring wells and will at no time pave over the wells.

### 23. PROJECT: Miller Frazier addition to Steamboat Springs (Public Works Shop Expansion)

PETITION: Development plan and final development plan for a 3,600 square foot addition to the City Public Works Shop and 1,800 square foot addition to the City scoria shed.

City Council President Antonucci read the project into the record.

#### CONDITIONS

- 1. Civil construction plans prepared by a licensed Colorado civil engineer must be submitted to Public Works for review by Public Works, Planning, and City Utilities/Mt. Werner for review and approval prior to approval of any improvements agreement, building permit, or final plat and prior to the start of any construction. We recommend submitting the construction plans a minimum of five weeks prior to building permit application to allow time for review, comment response, and approval.
- 2. At time of civil construction plan submittal, provide a Final Drainage Study.
- 3. Submit the permit for modifications to the wetlands/ waters of the state from Army Corp of Engineers prior to approval of a building permit or grade and fill permit. It appears a Storm Water Management Plan (SWMP) will also be required by the State.
- 4. The following items to be identified for each phase on the <u>building permit</u> are considered critical improvements and must be constructed prior issuance of any TCO or CO; they cannot be bonded:

Public drainage improvements

Public sidewalk improvements

Access drive, driveway, and parking areas

Storm water quality features. (Vegetation must be established prior to CO when required as part of the feature design.)

**MOTION:** Council Member Ivancie moved and Council Member Myller seconded to approve items 21 and 23 of the Planning Consent Calendar. The motion carried 6/0. City Council President Pro-Tem Hermacinski was absent.

22. PROJECT: Copper Ridge Business Park, Filing 4, Lot 11 (The Claims at Copper Ridge)

PETITION: Final development plan to construct a 15,552 square foot mixed use building consisting of 9,667 square feet of warehouse space and four dwellings.

City Council President Antonucci read the project into the record.

Council Member Magill stepped down.

#### CONDITIONS:

- 1. Provide a copy of an easement from the Copper Ridge Owners Association for soil nail intrusion into the adjacent Open Space parcel to the south to the Planning and Community Development Department prior to Building Permit application.
- 2. Vacate the southern, 10 ft Utility easement via final plat for private wall encroachment prior to Building Permit application.
- 3. Future placement of an outdoor dumpster must be screened per CDC Section 26-142 and its location approved by the Planning and Community Development Department.
- 4. At time of building permit an engineered wall design must be provided for the future wall to South of the live/work units. No portion of the wall, including sub-surface soil nail embedment, footings, etc. will be allowed to encroach on adjacent property without the necessary wall easement acquisition.
- 5. At the time of final grading, no more than 4 feet of temporary shoring may be exposed above grade.
- 6. At time of building permit, provide an engineered design for any wall(s) greater than 4 ft in height or ensure 2:1 max grading can be met. Any grades steeper than 2:1 are considered engineered slopes and either requires soils testing to confirm that 2:1 grades can be exceeded or retaining systems are installed.
- 7. At time of building permit, provide a plan for mitigating disturbance to the "no disturbance area" and/or wetlands.
- 8. The following items are considered critical improvements and must be constructed prior issuance of any TCO or CO; they cannot be bonded:
  - a. Public drainage improvements

- b. Access drive, driveway, and parking areas
- c. Storm water quality features. (Vegetation must be established prior to CO when required as part of the feature design)

PUBLIC COMMENT: No one appeared for public hearing.

24. FIRST READING OF ORDINANCE: An ordinance vacating the 10 foot utility easement located on the south property line of Copper Ridge Business Park, Filing 4, Lot 11, and providing an effective date and setting a hearing date.

City Council President Antonucci read the ordinance title into the record.

Council Member Magill stepped down.

**MOTION**: To approve items 22 and 24 of the Planning Consent Calendar; Council Member Ivancie/Council Member Myller; **APPROVED**; Vote 5/0. Council Member Magill stepped down. City Council President Pro-Tem Hermacinski was absent.

#### **PUBLIC HEARING – PLANNING COMMISSION REFERRALS**

#### 25. APPEAL: True Mountain Homes

PETITION: Improvements agreement for Longview Park, Filing 1.

City Council President Antonucci read the appeal into the record.

City Council President Antonucci stepped down and Council Member Ivancie ran the meeting.

Mr. Bruce Jarchow, attorney representing the appellant, stated that they are appealing the Planning Director's decision to draw on their letter of credit (LOC). They have an improvements agreement, \$300,000 posted as security, and there was a second LOC so the current amount is \$200,000. The City advertised bids for work and to draw on LOC and the lower bid was \$70,000. They are appealing that the proper procedure to draw on the LOC not followed, and there were errors in the bid process.

The issues are: the sidewalk, trees and landscaping, re-vegetation, and irrigation. They are asking the City to allow them until August 2009 to complete the work. The sidewalk has been completed (was poured today) and the soft trail section needs to be dried before they can finish it. They are willing to add drip irrigation if it is required, however the current irrigation is working.

The re-vegetation is complete except a portion of the berm that is off the project site. Additional trees will be required and they are willing to add 30-35 cottonwoods.

Mr. Al Choy, True Mountain Homes, stated that when the project was first initiated they wanted to have a project that would serve the needs of the community, and as a part of the project they helped to complete the Hilltop Parkway Road.

He stated that they installed more trees than was required, which was done under duress. They installed trees in 2006 at the urgency of the Planning department, and due to the timing some were substandard, and those have been replaced. He stated that the landscaping was designed 10 years ago and the trees that were required were not trees that do well in this climate, so they decided to use trees that would do well here. At that time he was told that substitutions were not allowed. He believes that the homeowners were not communicating with them and they were not given the opportunity to fix these things.

#### **GENERAL PUBLIC COMMENT**

There was no General Public Comment.

Mr. Choy continued, stating that they would like to come to agreement to install the additional trees, possibly with a third party. With regard to the irrigation, the spray was installed, and after the first year they added spray heads for greater coverage (40% more). They would be willing to install a drip line.

Mr. Steve Buccino, landscape architect, stated that the plants that were used were different than the plan that was approved 10 years ago. The material selected were poor choices, and would not thrive here; therefore they planted Aspen, Cottonwood, Spruce and Crabapple trees. Also, he noted that putting in landscaping in a non-phased project is difficult and is not cost effective.

Mr. Leeson spoke to the efforts by City staff to ensure the completion of this project. Staff has made numerous attempts to get the developer to finish the project to the degree that was agreed to. Staff worked with the developer for 3 years, extending the LOC and the improvements agreement. Finally the homeowners approached the City and pleaded for help to pull the surety. Staff worked with Mr. Choy and the developer and gave them the ultimatum; if the project was not completed by the end of 2008 the City would pull the surety.

He stated that some of the trees were not appropriate and they still are short trees. Staff is not confident that this work will be completed by the developer. The drip irrigation was promised and needs to be installed on the north berm. The LOC expires June 27, 2009, staff can extend the LOC, but Mr. Leeson stated that he has no reason to believe that the work will be completed. He does not see the need for any kind of extension, the proper notice was given, the errors in the bid process were removed, and he would like to move forward and have the project completed this June.

Mr. Greg Fritz, representing the homeowner's association, read a letter into the record. He stated that the homeowners request that the City draw on the LOC to complete the remaining site improvements, and for the City to complete the improvements. He provided a PowerPoint slide of depicting the project timeline. He stated that the developer took \$80,000 of HOA funds and reimbursed himself for the irrigation, additionally the developer received extra density for the irrigation. He asked that Council serve the homeowners and fulfill the site improvements agreement.

Mr. Chad Hare, homeowner for 3 years and contractor for Holmquist Lorenz, stated that the developer's attempt at landscaping is embarrassing and the invasive and noxious weeds are not acceptable. In his opinion a third party is needed to complete the landscaping because True Mountain Homes is not qualified to compete the landscaping.

Mr. Jerry Coleman and Ms. Lorraine Coleman provided several pictures of conditions in the development.

#### PUBLIC COMMENT:

Ms. Ann Ross, resident, stated that her lawn area is mud and weeds, drainage goes under her house, and it is a constant cesspool.

Mr. Pete Wantas stated that the landscaping "is a joke".

Mr. Adam Beaupre, prospective purchaser, stated that the decision made tonight will affect the decision he will make.

Ms. Annie Jacob stated that she has done her own landscaping. True Mountain Homes staff members aren't professional landscapers and did not even use topsoil. She would like to see a professional landscaper finish the project.

Mr. Choy stated that many of the photos presented tonight are not part of the property and the berms adjacent to the property are not on the property line. He

stated that there were a number of areas that didn't have the best irrigation system and that is why he added spray to the areas. He concluded that this is a single phased project and they aren't finished yet and would like to be able to finish.

It was clarified that this is an appeal of the Planning Director's decision to draw on the LOC to complete the remaining improvements required.

Council Member Quinn stated there is a time that citizens rely on Council to hold contractors to standards and to their word. He stated that it would be his pleasure to see True Mountain Homes return to Steamboat Springs for another development. He supports the Planning Director's decision.

Council Member Bentley also supports the decision to go for the surety.

Council Member Magill agrees.

Council Member Myller also supports upholding the decision.

Council Member Ivancie agrees with what has been said. The homeowners were not given what they were promised. He supports denying the appeal.

**MOTION:** Council Member Quinn moved and Council Member Myller seconded to uphold planning staff's decision to draw on the LOC and to deny the appeal. The motion carried 5/0. City Council President Antonucci stepped down. City Council President Pro-Tem Hermacinski was absent.

Mr. Leeson stated that staff will pull the surety for the landscaping, sidewalks and irrigation, but there are still numerous Public Work's items and the agreement expires on June 27, 2009. He will notify the developer to complete the Public Work's items by June 30, 2009 with the understanding that this only works if the developer updates the surety. Mr. Leeson stated that Mr. Shelton believes it will take about 2 weeks to complete. Mr. Jarchow stated that the new LOC is for \$200,000.

Mr. Leeson stated that if the Public Work's items are not completed staff will look at pulling the surety.

#### **REPORTS**

26. City Council

#### Council Member Bentley:

- 1. Noted that she needs to step down as the representative to AGNC and asked that other Council members consider replacing her.
- 2. Circulated a sign-up sheet for Council members to attend the Negotiation Team meetings.
- 3. Would like Council to begin "succession planning" for the fall of 2009. She suggested that other Council members begin attending agenda review meetings.

### **Council Member Ivancie:**

- 1. Noted that the CML Conference will be in Vail June 16-19, 2009.
- 2. Noted that Earth Day is April 22, 2009.

### Council Member Magill:

1. Has been attending the NEPA Study meetings.

#### **INTRODUCTION OF TOPICS FOR FUTURE WORK SESSION AGENDAS:**

### a. **City Council Introduction and Discussion:**

Any Council Member may request discussion of any issue. Items cannot be added for action at this meeting.

### b. **City Staff Introduction and Discussion:**

Any staff member may request discussion of any issue at a future meeting only. Items cannot be added for action at this meeting. Staff will forward a specific request, stating the issue, anticipated outcome, time frame and requested direction from a majority of the Council.

### 27. Reports

- a. Agenda Review:
  - 1.) City Council agenda for May 5, 2009.
  - 2.) City Council agenda for May 12, 2009.
  - 3.) City Council agenda for May 19, 2009.

Ms. Franklin provided the above agendas. **DIRECTION:** To close the above agendas.

### **b.** Staff Reports

No staff reports were provided.

#### c. City Attorney's Update/Report.

Mr. Foote had no report.

### d. Manager's Report: Ongoing Projects.

Mr. Roberts had no report.

### **ADJOURNMENT**

**MOTION:** Council Member Myller moved and Council Member Ivancie seconded to adjourn Regular meeting 2009-12 at approximately 8:25pm. The motion carried 6/0. City Council President Pro-Tem Hermacinski was absent.

APPROVED THIS	DAY OF	, 2009.			
Julie Franklin, CMC City Clerk					
MINUTES PREPARED	, REVIEWED AND	) RESPECTFULI	Y SUBMI	ITED	BY:
carried 6/0. City Counci	9		•	me	mouo