

CITY OF STEAMBOAT SPRINGS

AGENDA

REGULAR MEETING NO. 2011-04 TUESDAY, FEBRUARY 15, 2011

5:00 P.M.

MEETING LOCATION: Citizens' Meeting Room, Centennial Hall;
124 10th 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 10th 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

B. JOINT MEETING WITH THE COUNTY COMMISSIONERS (5:00-6:30PM)

- 1a. Discussion and consideration of suspending the acceptance of applications for amendment to the Urban Growth Boundary (UGB) until the finalization of the update to the Steamboat Springs Area

Community Plan (SSACP) since the update will consist of a review and possible changes of the current UGB and the criteria for considering amendments to the UGB. (Peasley)

- 1b. If City Council and County Commissioners decide not to suspend the acceptance applications for amendment to the UGB during the SSCAP update process, should planning staff advertise for acceptance of applications with a specific application deadline? (Peasley)
2. **Steamboat Springs Area Community Plan (SSACP) Update.** (Peasley)

C. COMMUNITY REPORTS/CITY COUNCIL DISCUSSION TOPIC:

3. **Fire District Consolidation discussion.** (Lindroth) (1 hour)

D. CONSENT CALENDAR: MOTIONS, RESOLUTIONS AND ORDINANCES FIRST READINGS

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.

LEGISLATION

4. **MOTION:** Motion to approve the Chamber Special Events Funding as recommended by the Special Event Funding Committee. (Givnish)
5. **RESOLUTION:** A resolution restricting trucks over 12,000 pounds with exceptions for Transit Vehicles and Construction Vehicles on Crawford Spur Road. (Lorson)
6. **RESOLUTION:** A resolution approving the execution of a grant from the Colorado Aeronautical Board and Division of Aeronautics to fund airport improvements and land acquisition at the Steamboat Springs Airport, designating the Bob Adams Field Airport Manager as project manager and authorizing the City Manager to execute the grant contract. (Baker)
7. **FIRST READING OF ORDINANCE:** Second 2011 Supplemental Appropriation Ordinance/Orton Property purchase. (Hinsvark)

8. **FIRST READING OF ORDINANCE:** Third 2011 Supplemental Appropriation Ordinance and establishment of Quiznos Pro Challenge Race special revenue fund. (Hinsvark)
 9. **FIRST READING OF ORDINANCE:** An ordinance approving a hangar lease to Jean P. Sagouspe, Old West Management at the Steamboat Springs Airport and authorizing City Council President to sign lease documents; repealing all conflicting ordinances; providing for severability; and providing an effective date. (Baker)
 10. **FIRST READING OF ORDINANCE:** An ordinance vacating a utility easement located within a portion of Lot 6, Mid Valley Business Center (City South Subdivision). (Keenan)
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E. 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.

11. **SECOND READING OF ORDINANCE:** An ordinance amending sections of the City Sales & Use Tax Code to improve clarity and consistency, to capitalize defined terms, and to correct spelling or typographical errors. (Weber)
 12. **SECOND READING OF ORDINANCE:** First Supplemental Budget Appropriation Ordinance of 2011. (Hinsvark)
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- F. 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.**
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G. CONSENT CALENDAR - PLANNING COMMISSION REFERRALS:

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.**

- 13. RESOLUTION:** A resolution of the City Council of the City of Steamboat Springs, Colorado, finding the change of the Future Land Use Designation of the parcel of land known as Casey's Pond Subdivision, parcels A and C from Resort Residential to Neighborhood Residential - Medium to be in compliance with the criteria for approval of a Minor Amendment to the Steamboat Springs Area Community Plan. (Peasley)
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H. 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.**

- 14. SECOND READING OF ORDINANCE:** An ordinance rezoning property located in Casey's Pond Subdivision, parcels A and C; from RR-1 (Resort Residential One – Low Density) Zone District to MF-3 (Multi-Family Three – High Density) Zone District; repealing all conflicting ordinances; providing for severability; and providing an effective date. (Peasley)
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I. REPORTS

- 15. Economic Development Update.**
a. 2010 Financial Results – Preliminary. (Hinsvark)
- 16. City Council**

17. Reports

- a. Agenda Review. (Franklin)
 - 1.) SSRA agenda for March 1, 2011.
 - 2.) City Council agenda for March 1, 2011.
 - 3.) City Council agenda for March 15, 2011.

18. Staff Reports

- a. City Attorney's Update/Report. (Lettunich)
- b. Manager's Report: Ongoing Projects. (DuBord)
 - 1.) Council representative to the HEMP Board.

J. ADJOURNMENT

**BY: JULIE FRANKLIN, CMC
CITY CLERK**

AGENDA ITEM # 1

CITY COUNCIL AND BOARD OF COUNTY COMMISSIONERS COMMUNICATION FORM

FROM: Tyler Gibbs, AIA, Director of Planning and Community Development
Chad Philips, AICP, Routt County Planning Director

THROUGH: Wendy DuBord, Interim City Manager, (Ext. 219)
Tom Sullivan, County Manager

DATE: February 15, 2011

ITEM: UGB Amendment Advertisements

ORDINANCE
 RESOLUTION
 MOTION
 DIRECTION
 INFORMATION

Background

The Urban Growth Boundary (UGB) is a transition line established by the Steamboat Springs Area Community Plan (SSACP) that clearly identifies which lands will be developed at urban densities and which lands will be kept in rural use. Areas within the UGB are eligible for annexation into the City of Steamboat Springs and are anticipated to be developed at urban densities upon annexation. Areas outside the UGB are not eligible for annexation into the City of Steamboat Springs and are anticipated to remain rural and under the jurisdiction of Routt County.

The 1995 SSACP established an urban growth boundary (UGB) and a clear pattern of urban versus rural land use patterns. The public process to define the UGB is described in the following excerpt from the 1995 SSACP: “The boundaries reflect extensive community input. The process included the review of a series of alternatives that were refined to prepare a preferred direction and a future land use map for the study area.”

The UGB was established based on three primary criteria, including:

- The desire to maintain the character of each planning area as development occurs,
- The use of major natural or geographic features (e.g. ridges, rivers or streams, etc.) to define boundaries that could be maintained over time, and
- The ability to provide urban services (e.g., water, wastewater, police protection, schools, etc.) cost effectively.

During the Community Plan update process in 2004, the decision was made to maintain the UGB established in 1995 with the exception of minor revisions to reflect current conditions and the elimination of the areas south of Highway 40 in West Steamboat.

Past UGB Advertisement and Review

SSACP Strategy GM-1.1(a): Periodically Review the Urban Growth Boundary states: “The city and county should periodically review the UGB to determine if adjustments are needed to reflect changing circumstances, particularly with regard to the ability to provide urban services. This review should occur according to established criteria and procedures adopted as a part of the Implementation Program for the Plan, and may also be reviewed in conjunction with a comprehensive update of the plan.”

The periodic review of Urban Growth Boundary Amendments has been done on a yearly basis (except 2010) since the adoption of the SSACP in 2004. No Urban Growth Boundary Amendments have been approved through this periodic review process. The last set of UGB Amendment requests in 2008 were all denied largely based on the stated SSACP policy that the UBG should be “largely built-out before the community expands the boundary.” Since 2004, none of the roughly 1,000 acres within the UGB have been developed.

2011 UGB Advertisement

At the January 12, 2011 APCC meeting discussion of the advertisement for the 2011 UGB Amendments resulted in a debate as to whether or not we should advertise for application in 2011. This debate was based on the fact that the UGB is not largely built-out and that no new UGB Amendment requests could meet the criteria for approval. Soliciting applications for UGB Amendments that would most likely be denied could be an unnecessary cost of time and money for applicants and staff. Others debated that we should not deny anyone the opportunity to apply for a UGB Amendment, but would require that each applicant conduct a Pre-Application Meeting with the City and County Staff to review the criteria for approval. This would ensure that the applicant understands the approval criteria and the history of past applications.

The APCC passed a motion to recommend to the City Council and the County Commissioners the consideration of at least the following two alternatives in regard to the annual Urban Growth Boundary advertisement for applications:

1. A distinct suspension of advertisements for 2011, or
2. An advertisement for applications be published that included the stipulation that a pre-application period meeting with the applicant and appropriate Planning staff occur at which the reality of the application being approved was clearly explained to the applicant.

LIST OF ATTACHMENTS

Attachment 1 – January 12, 2011 APCC Minutes

Attachment 2 – Draft UGB Advertisements

**STATE OF COLORADO
COUNTY OF ROUTT**

**AREA PLAN COORDINATING COMMITTEE
January 12, 2011**

Meg Bentley, Co-chair of the Area Plan Coordinating Committee (APCC), called the Area Plan Coordinating Committee meeting to order. Nancy Stahoviak and Diane Mitsch Bush, County Commissioners; Chad Phillips, Rebecca Bessey, John Ayer, and Jay Gallagher, County Planning; Tom Sullivan, County Manager; Tyler Gibbs, Jason Peasley, and Kathi Meyer, City Planning; Norbert Turek, Slopeside Consulting; Peter Patten, Patten Associates, and Rodger Steen and Paul Stettner, Community Alliance, were present. Dee Bolton recorded the meeting and prepared the minutes.

EN RE: REVIEW OF MINUTES

The draft APCC minutes of December 8, 2010 were reviewed. Mr. Gallagher noted that, on Page 3, Paragraph 6, Sentence 4, 'of' should be changed to 'on'.

MOTION

Commissioner Mitsch Bush moved to approve the minutes of the December 8, 2010 APCC meeting, as amended. Ms. Meyer seconded; the motion carried unanimously.

EN RE: SUNSHINE RESOLUTION

Mr. Phillips said that every year a resolution had to be adopted that designated the places for the posting of notices for APCC meetings. Ms. Meyer thought that since the APCC was a joint City/County committee, a place at the City offices should be included in the positing locations. By consensus, the resolution, before being signed, would include a third positing location to read, 'the bulletin board outside Centennial Hall, Tenth Street, Steamboat Springs'.

MOTION

Commissioner Mitsch Bush moved to adopt and authorize the co-Chairs to sign Resolution 2011-001, Resolution Designating Place for Posting of Notices of Meetings of the Area Plan Coordinating Committee in Accordance with C. R. S. §24-6-402, as amended. Mr. Gallagher seconded; the motion carried unanimously.

EN RE: STEAMBOAT SPRINGS AREA COMMUNITY PLAN UPDATE

Mr. Peasley reviewed the timeline of Phase I of the update process that included the development of the presentation to be taken into the community. He noted that key activities included a joint meeting of the City and the County Planning Commissions, scheduled for March 24, 2011, and a joint City Council/County Commissioners' meeting on April 5, 2011, to

familiarize the governing bodies with the information that would be presented to the public throughout April and May.

Commissioner Stahoviak suggested that the steps within each phase be stated to show each activity's relationship to the Goal Audit. Mr. Phillips requested that the font be made larger.

No other comments regarding the timeline were forthcoming.

EN RE: TRANSFER OF DEVELOPMENT RIGHTS PROGRAM UPDATE

Mr. Phillips reported that the Routt County Planning Commission and the Board of County Commissioners met on January 6, 2011 to discuss the input received at community meetings held during the summer of 2010. By consensus, it was agreed at that meeting that the TDR program would be shelved. As other plans were amended and staff became available, the program's regulations might be re-worked. Commissioner Mitsch Bush stated that the document would be presented to the County Commissioners as an agenda item and potentially denied.

EN RE: URBAN GROWTH BOUNDARY APPLICATIONS

Mr. Peasley said that every year, applications for changes in the Urban Growth Boundary (UGB) were solicited. The City and the County would coordinate to develop an advertisement for applications that would be published for approximately one month, with an application deadline of February 28, 2011 and a review period thereafter.

Mr. Ayer asked whether the City and the County should take specific action to temporarily suspend solicitation of submittals for annexation because the UGB was in flux while the Area Plan was being updated. Commissioner Mitsch Bush thought that that would not be allowed by the Area Plan. Rather, the Plan required advertising for applications. She said that the notice could state that, given the requirements of the Plan, UGB changes had been denied in the past. She noted that the process was not an annexation process but was required within an annexation process.

Commissioner Stahoviak pointed out that the Area Plan did not require that UGB change applications be advertised; the Plan only required periodic review of the UGB. She thought that past discussions had determined that applications would only be reviewed over a certain period of a given year. She said that Planning staff could talk with interested parties about submitting an application, but advertising might be a waste of time and resources. She noted that one of the UGB amendment criteria was that whatever a landowner was proposing could not be accommodated within the existing UGB, and no previous application had met that criterion. Mr. Phillips stated that criteria for UGB changes were established but they were for interim modifications of the UGB and did not apply in a comprehensive update of the Area Plan. The five applications submitted in 2008 were denied because they did not meet that criterion.

Commissioner Mitsch Bush said that encouraging applications would be disingenuous, but accepting applications for a specific review period was necessary. Mr. Patten said that the issue was both procedural as well as policy: If no UGB amendment could be approved under the current policies and their interpretations, the annual occurrence of the review period should be clarified because the issue was important to the development community. Mr. Ayer said that the notice of the process period should be clearly explained for potential applicants as well as Area Plan advocates, as should the decision to not accept applications this year.

Mr. Gallagher said that advertising for applications that would more than likely be denied was one consideration, but since the review of applications was a matter of public process, it should be recognized for transparency's sake. Mr. Gibbs said that the onus of making a case for a UGB amendment was on the applicant, and applicants could determine whether they could make a strong enough case for a UGB change to move forward with an application.

Mr. Sullivan said that the APCC's suggestions and reasons should be presented to the governing bodies as recommendations because suspension of the process was a policy decision, and the City and the County would have to take formal action to suspend the process. Such action would also be the best way to get the message to the public as to the process and justification for its suspension. He noted that the City and the County had recently discussed amending the criteria for UGB change applications.

Mr. Turek said that applications should be accepted, but the message should be clear to applicants that changes to the UGB were not likely to be approved at this juncture.

Ms. Meyer said that she had raised the issue because applications had not been solicited or processed in 2010. She suggested that the application process could be advertised and a pre-application hearing or meeting with the applicable Planning staff required at which the reality of the criteria and the potential for denial were clearly explained. If applicants chose to go forward after that hearing, the City and the County had performed their responsibility to periodically review applications, and applicants could proceed fully informed. She noted that the Area Plan update, which would include policy changes to the UGB amendment requirements, might not be completed by 2012 so another year would pass before applications were reviewed.

Mr. Phillips offered that the review period dates and advertising for applications could wait until an application had been received.

MOTION

Mr. Ayer moved to recommend to the City Council and the County Commissioners the consideration of at least the following two alternatives in regard to the annual Urban Growth Boundary advertisement for applications:

1. A distinct suspension of advertisements for 2011, or

2. An advertisement for applications be published that included the stipulation that a pre-application period meeting with the applicant and appropriate Planning staff occur at which the reality of the application being approved was clearly explained to the applicant.

Mr. Gallagher seconded.

Under discussion, Mr. Gibbs suggested that Planning staff draft an advertisement for approval by the governing bodies. The notice would state that the City and the County were required to periodically review applications for UGB amendments for which certain criteria had to be met. Commissioner Stahoviak said that the periodic review of the UGB was what was required, not the solicitation of applications for amendments to it. She suggested that the periodic review of the UGB and its criteria could be announced as occurring as part of the Area Plan update.

The motion carried unanimously.

Mr. Sullivan will arrange a joint City/County meeting for February.

EN RE: NEXT MEETING AND AGENDA ITEMS

The next regular meeting of the Area Plan Coordinating Committee will be held on Wednesday, February 9, 2011, at 10:00 a.m., in the Commissioners' Hearing Room in the Historic Courthouse. Agenda items would include an update on the Goal Audit Matrix and the presentation of a revised Phase I outline.

EN RE: ADJOURNMENT

MOTION

Commissioner Mitsch Bush moved to adjourn the APCC meeting. Mr. Gallagher seconded; the motion carried unanimously.

No further business coming before the Committee, same adjourned sine die.

Dee Bolton, Recorder

Meg Bentley and Scott Myller, Co-chairs

Proposals to Amend the Urban Growth Boundary - DRAFT

In accordance with the terms Appendix E of the Steamboat Springs Area Community Plan, requests to amend the adopted Urban Growth Boundary may be considered on a periodic basis. In order to be accepted for consideration any such request must be determined to be consistent with the goals and policies contained in the Area Community Plan and all subsequent resolutions.

Criteria for consideration include but are not limited to: Preservation of natural and scenic resources; Preservation of Cultural Resources, Provision of Affordable Housing and/or other benefits in the best interest of the community. (see GM-1.1, as amended and Appendix E).

All interested applicants are required to conduct a pre-application meeting with City and County Planning staff to determine eligibility for consideration prior to submitting an application.

Pre-application meetings must be scheduled to occur no later than Thursday March 31, 2011. Final Applications may be accepted no later than Thursday, April 28 2011.

Contact:

AGENDA ITEM # 2

CITY COUNCIL AND BOARD OF COUNTY COMMISSIONERS COMMUNICATION FORM

FROM: Jason K. Peasley, AICP, City Planner (Ext. 229)
Rebecca Bessey, AICP, County Planner

THROUGH: Wendy DuBord, Interim City Manager, (Ext. 219)
Tom Sullivan, County Manager

DATE: February 15, 2011

ITEM: SSACP Audit update

ORDINANCE
 RESOLUTION
 MOTION
 DIRECTION
 INFORMATION

Background

The SSACP Audit has been designed to determine what areas of the Steamboat Springs Area Community Plan are in need of revision. City and County Planning Staff will be developing a public presentation that will outline the changed condition from when the plan was adopted in 2004. The presentation will include keypad polling to gauge the public perception of the goals and policies in the 2004 SSACP with respect to the changing conditions in the community. This information will help elected officials and planning staff determine the scope of an update to the Steamboat Springs Area Community Plan.

Status Update

City and County Planning Staff are in the final stages of gathering base data that will help illustrate the changed conditions from 2004 to 2010. Data has been gathered from Scott Ford regarding changes in the local economy over the past decade. Additional data has been gathered from the US Census and from the Yampa Valley Housing Authority. A final draft of the Vacant Land Capacity Analysis has been completed and is attached with this memo.

Next Steps

City and County Planning Staff will analyze the data gathered and develop the public presentation. This presentation will be brought before the Routt County and Steamboat Springs Planning Commissions in late March and before the County Commissioners and City Council in early April. The purpose of these meetings is to gain feedback on the presentation before City and County Planning Staffs begin a phase of public outreach.

LIST OF ATTACHMENTS

Attachment 1 – SSACP Audit Timeline

Attachment 2 – Vacant Land Capacity Analysis Final Draft

SSACP Audit Timeline

Number	Task	Start	End	Duration	Q1 - 2011			Q2 - 2011		
					January	February	March	April	May	June
1	Phase I	1/ 1/ 2011	4/ 6/ 2011	67						
1.1	Update Data and Background Information	1/ 1/ 2011	2/ 10/ 2011	28						
1.1.1	Update Appendix B: Land Use Capacity	1/1/2011	2/10/2011	28						
1.1.2	Update Appendix C: Population and Demographics	1/1/2011	2/10/2011	28						
1.1.3	Add Current Economic Information	1/1/2011	2/10/2011	28						
1.2	Summarize Goals and Policies from 2004 SSACP	1/ 1/ 2011	2/ 10/ 2011	28						
1.2.1	Identify changed conditions and expectations since 2004 SSACP	1/1/2011	2/10/2011	28						
1.2.2	Update SSACP Action Plan Matrix	1/1/2011	2/10/2011	28						
1.3	Develop Community Presentation	2/ 10/ 2011	4/ 6/ 2011	39						
1.3.1	Prepare PowerPoint Presentation	2/10/2011	3/10/2011	20						
1.3.2	Develop Survey with keypad polling	2/10/2011	3/10/2011	20						
1.3.3	Present to Planning Commissions	3/24/2011	3/25/2011	1						
1.3.4	Present to BCC and City Council	4/5/2011	4/6/2011	1						

Attachment 2

City of Steamboat Springs
Vacant Land Capacity Analysis
September 1, 2010

Prepared by:

Jason K. Peasley, AICP, City Planner

Introduction:

The 2004 Steamboat Springs Area Community Plan (SSACP) contained a buildout analysis of the existing City of Steamboat Springs as well as the areas contained within the Urban Growth Boundary (UGB). The 2004 buildout analysis predicted a relatively small amount of growth within the City and anticipated the vast majority of growth to occur via annexation of land within the UGB. Since 2004, no land has been annexed into the City of Steamboat Springs, while new development has continued within the City limits. As identified in the July 1, 2008 Buildout Analysis, the rate and intensity of development within the existing City limits have outpaced the expectations of the 2004 SSACP.

In light of the Steamboat 700 denial, the future update to the SSACP will focus on growth related issues concerning the community. The purpose of this study is to identify the buildout capacity of each vacant lot within the city to assist in future community discussion concerning growth.

Methodology:

The baseline information used in this analysis was provided by the Routt County Assessor and joined with the City GIS parcel layer for the City of Steamboat Springs. This data set has been manipulated in the following way to determine the maximum buildout capacity for each vacant, developable lot within the City of Steamboat Springs.

Step 1:

The process to determine the buildout capacity of each lot began with an identification of vacant, developable parcels within the City of Steamboat Springs. Vacant, developable lots were identified by their lack of “improvement valuation” by the Routt County Assessor. Open space parcels, Right-of-Way, Parks and other undevelopable properties were removed from the analysis.

Step 2:

Vacant, developable parcels with vested development approvals such as Ski Time Square, Wildhorse Meadows, Thunderhead Loge, etc. were coded with the specific attributes of the approved plans. Parcels with development applications in the approval process such as Overlook Park Subdivision and Sunlight Subdivision were coded with the specific attributes from their most current submittal.

Step 3:

Each vacant, developable lot (without a vested approval or development application) was analyzed based on its existing zoning to determine the maximum development for each parcel. The methodology by zone district is as follows:

City of Steamboat Springs, Colorado
Vacant Land Buildout Capacity Analysis- September 1, 2010

RE-1:	1 unit per lot
RE-1/S:	2 units per lot (Single Family with Secondary Unit or Duplex)
RE-2:	1 unit per lot
RE-2/S:	2 units per lot (Single Family with Secondary Unit or Duplex)
RN-1:	2 units per lot (Single Family with Secondary Unit or Duplex)
RN-3:	2 units per lot (Single Family with Secondary Unit or Duplex)
RN-3:	2 units per lot (Single Family with Secondary Unit or Duplex)
RO:	2 units per lot (Single Family with Secondary Unit or Duplex)
MH:	1 unit per lot
MF-1:	Lot Size x .65* x FAR ÷ 1,400 sq. ft. per unit
MF-2:	Lot Size x .65* x FAR ÷ 1,400 sq. ft. per unit
MF-3:	Lot Size x .65* x FAR ÷ 1,400 sq. ft. per unit
RR-1:	Lot Size x .65* x FAR** ÷ 1,400 sq. ft. per unit
RR-2:	Lot Size x .65* x FAR** ÷ 1,400 sq. ft. per unit
G-1:	Lot Size x FAR**, 1/5 comm., 4/5 res. ÷ 1,400 sq. ft. per unit
G-2:	Lot Size x FAR**, 1/5 comm., 4/5 res. ÷ 1,400 sq. ft. per unit
CO:	Lot Size x FAR**, 1/3 comm., 2/3 res. ÷ 1,400 sq. ft. per unit
CY:	Lot Size x FAR**, 1/3 comm., 2/3 res. ÷ 1,400 sq. ft. per unit
CN:	Lot Size X .65* x FAR, 1/3 comm., 2/3 res. ÷ 1,400 sq. ft. per unit
CC:	Lot Size X .65* x FAR**, 1/2 comm., 1/2 res. ÷ 1,400 sq. ft. per unit
CS:	Lot Size X .65* x FAR**, 1/4 comm., 3/4 res. ÷ 1,400 sq. ft. per unit
I:	Lot Size X .65* x FAR, 1/2 comm., 1/2 res. ÷ 1,400 sq. ft. per unit

* .65 net to gross factor determined by examining approved projects

** FAR determined by examining approved projects

The RE-1/S, RE-2/S, RN-1, RN-2, RN-3 and RO Zone Districts were analyzed for a low (1 unit per lot) medium (1.3 units per lot) and high (2 units per lot) development scenario based on the likelihood of each site developing as a single-family with a secondary unit or a duplex.

The CO, CY, CN, CC, CS and I Zone Districts were also analyzed to determine the capacity if 100% of the available development potential were dedicated to non-residential uses.

A small portion of the vacant, developable properties have not been included in this analysis due to their physical constraints or uncertain development potential.

The assumptions used in this analysis were chosen based on the best professional knowledge of the City Planning Department. Changes to this methodology can be made to explore different buildout scenarios that may assist in the community discussions regarding future growth.

Findings:

This study to determine the total buildout capacity of each vacant lot within the City of Steamboat Springs has produced the following general information:

Residential:

Single Family/Duplex	984 – 1110 - 1,404 units
Multi Family	663 units
Mixed Use	520 - 2,545 units

Total **2,167 - 4,612 units**

Non-Residential:

Commercial	1,064,573 – 2,106,375 sq. ft.
Industrial	966,052 – 1,721,907 sq. ft.

Total **2,030,625 – 3,828,282 sq. ft.**

The 984 - 1,401 units of available capacity within Single-Family/Duplex lots are accommodated on 520 existing platted lots that have yet been developed, in addition to 141 proposed lots at Overlook Park Subdivision and 91 proposed lots at Sunlight Subdivision.

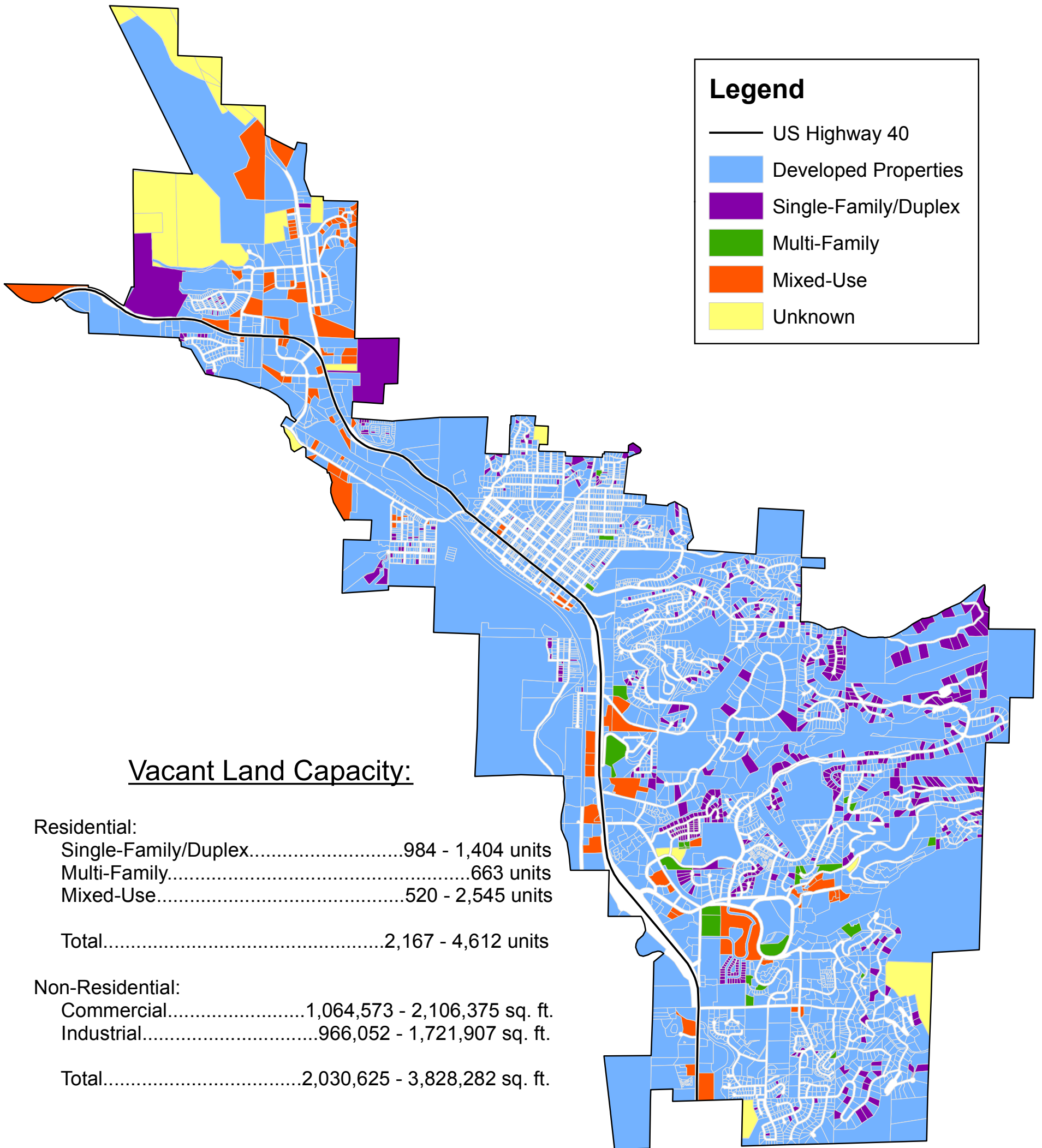
The 663 units of available capacity within Multi-Family lots are accommodated on 63 parcels of land. This analysis assumed that unit sizes would average 1,400 square feet in size. This product type is generally condos and townhome built near the base area.

The 520 - 2,545 units of available capacity within Mixed-Use lots are accommodated on 100 parcels of land. This product types is generally condos/lofts above ground level commercial or industrial uses throughout the City’s commercial corridors, base area and industrial areas.

The 2,030,625 – 3,828,282 square feet of non-residential capacity is accommodated on 100 parcels of land categorized in this analysis as Mixed-Use. These land uses are generally located in the City’s commercial corridors, base area and industrial area with the potential for residential units on the upper floors.

Based on the City’s population projection methodology, an increase in 2,167 or 4,612 units would result in a population increase of 2,707 or 5,760 persons respectively. This represents a 22% to 48% increase in our current estimated population of 11,932.

Vacant Land Capacity Analysis September 1, 2010

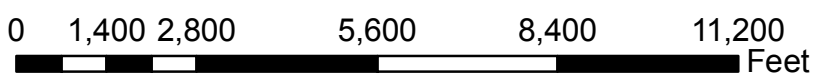
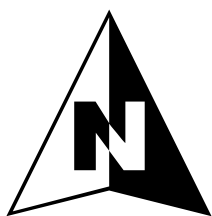


Legend

- US Highway 40
- Developed Properties
- Single-Family/Duplex
- Multi-Family
- Mixed-Use
- Unknown

Vacant Land Capacity:

Residential:	
Single-Family/Duplex.....	984 - 1,404 units
Multi-Family.....	663 units
Mixed-Use.....	520 - 2,545 units
Total.....	2,167 - 4,612 units
Non-Residential:	
Commercial.....	1,064,573 - 2,106,375 sq. ft.
Industrial.....	966,052 - 1,721,907 sq. ft.
Total.....	2,030,625 - 3,828,282 sq. ft.



1:35,000



This data was prepared from publicly available information and should be used for reference purposes only. Any other use or recompilation of this information is the sole responsibility of the user. This data cannot be used to establish legal title, boundary lines, setback compliance, locations of structures, improvements or utilities, or relied upon in any flight activity. It will not be accepted as a substitute for ground site survey information during the planning/engineering process of project development. The City of Steamboat Springs makes no warranty, either express, implied, or statutory, with respect to the accuracy or completeness of this data or its merchantability or fitness for any particular purpose.

AGENDA ITEM # 3

CITY COUNCIL COMMUNICATION FORM

FROM: Ron Lindroth, Fire Chief

THROUGH: Wendy DuBord, Interim City Manager

DATE: February 15th, 2011

ITEM: Work session with Steamboat Springs Area Fire Protection Fire District (Fire District) concerning the possible merger of the City of Steamboat Springs (City) Fire Department

DIRECTION
 INFORMATION
 ORDINANCE
 MOTION
 RESOLUTION

I. REQUEST OR ISSUE:

One of the stated goals of this City Council is to pursue the merging of the City Fire Department with the Fire District, so that the Fire District is solely responsible for providing emergency services both within and outside the City area. This also is a stated goal of the Fire District Board. Significant discussions have been held between representatives of the governing bodies for both entities.

II. RECOMMENDED ACTION:

At this time, the course of action being recommended is transferring responsibility for providing emergency services from the City to the Fire District, and the City moving to divest itself from providing these services. This would be a two-step process whereby the City would enter into an intergovernmental agreement with the Fire District to transfer responsibility for the provision of emergency services from the City to the Fire District. The City would pay the Fire District an annual fee for receiving the emergency services through the Fire District. At some point in the future (perhaps 3-5 years), the City's citizens would vote to include the City area into the Fire District, which will enable the emergency services to be funded through the Fire District's property tax, with little or no financial contribution by the City. An effort to educate the public concerning the details of this proposal and why it is recommended should occur throughout the process. The new Intergovernmental Agreement should be

approved by the City and the Fire District by mid-2011 to give the Fire District and the City adequate time to prepare for transferring the emergency services on January 1, 2012.

III. FISCAL IMPACTS:

The community currently receives a substantial economic benefit by having the City and Fire District working together to provide emergency services. Without this cooperation, each agency would expend approximately 45% more in revenues to provide comparable emergency services separately. The community has repeatedly stated in past surveys it wants this relationship to continue. In order to transfer the emergency services to the Fire District, the City and the Fire District will need to develop an appropriate revenue allocation formula, as well as an acceptable base level of funding for current services, and ultimately move to a more sustainable revenue source for emergency services.

IV. BACKGROUND INFORMATION:

Various efforts to consolidate, merge, or provide different funding sources for emergency services have occurred in the past. Various models of consolidation and funding streams have been discussed, with both parties agreeing that transferring the emergency services to the Fire District is the most appropriate course of action at this time, and will further the long-term goal of including the City area within the Fire District. I will provide a brief overview of the fire department as it currently exists. Please review the attached document *Answers to the Tax Advisory Council* questions for further analysis.

V. LEGAL ISSUES:

The current intergovernmental agreement (IGA) is inadequate to meet the needs of both parties. If the recommended course of action is to occur, the current IGA will need to be terminated and the parties will need to enter into a new IGA. A multitude of legal issues will need to be addressed in order to develop and implement the new IGA.

VI. POTENTIAL CONFLICTS / ISSUES:

Details as to the transfer of ownership of facilities, capital and assets will need to be worked out, as well as agreement as to an appropriate level of funding and revenue source for the funding.

VII. SUMMARY AND ALTERNATIVES:

By pursuing the current recommended course of action, the City will be taking steps to permanently divest itself from maintaining and operating fire and rescue services, and contracting with a governmental agency whose sole focus will be providing these services to the community. By doing so, the community will receive an appropriate service level, realize the cost savings from area cooperation, and separate emergency services funding from competing interests within the City.

LIST OF ATTACHMENTS

Attachment 1. Current Fire Department Budget.

Attachment 2. Answers to Tax Advisory Group Questions.

CITY OF STEAMBOAT SPRINGS 2011 BUDGET					
FIRE SERVICES SUMMARY	2009 ACTUAL	2010 ORIG. BUD.	2010 PROJECTED	2011 BUDGET	% INC/(DEC)
STAFFING PLAN					
FULL TIME EMPLOYEES					
Fire Chief	1.00	1.00	1.00	1.00	
Assistant Fire Chief	-	-	-	1.00	
EMS Battalion Chief	1.00	1.00	1.00	-	
Fire Marshal	-	-	-	1.00	
Fire Prevention Engineer	1.00	1.00	1.00	-	
Fire Inspector	3.00	3.00	3.00	1.80	
Firefighter Lieutenant	3.00	3.00	3.00	3.00	
Firefighter/EMT-P	6.00	5.00	6.00	6.00	
Firefighter/EMT-I	3.00	3.00	3.00	3.00	
Firefighter/EMT-B	9.00	10.00	12.00	12.00	
Public Education Coordinator	1.00	1.00	1.00	-	
TOTAL FULL TIME STAFF	28.00	28.00	31.00	28.80	
PART TIME AND SEASONAL STAFF					
Fire Technician	-	-	-	0.50	
Firefighter II/EMT-B	0.50	0.50	0.50	1.00	
Firefighter/EMT-P	1.50	1.50	1.50	0.50	
Firefighter/EMT-B	-	-	-	1.00	
Firefighter Reserves	1.00	1.00	1.00	-	
TOTAL PART TIME STAFF	3.00	3.00	3.00	3.00	
REVENUE SUMMARY					
Intergovernmental	\$ 587,552	\$ 590,375	\$ 590,375	\$ 709,349	20.15%
Charges for Services	475,000	465,000	465,000	474,000	1.94%
TOTAL REVENUES	1,062,552	1,055,375	1,055,375	1,183,349	12.13%
EXPENDITURES BY CATEGORY					
Personnel Costs	2,157,771	2,147,532	2,366,698	2,199,970	-7.04%
Operating Expenses	379,543	346,250	388,975	265,930	-31.63%
Equipment	41,867	-	63,927	22,300	-65.12%
Capital Outlay	-	-	41,550	-	-100.00%
Overhead	-	-	-	342,014	N/A
TOTAL EXPENDITURES	2,579,181	2,493,782	2,861,150	2,830,214	-1.08%
NET COSTS	1,516,629	1,438,407	1,805,775	1,646,865	-8.80%
EXPENDITURES BY PROGRAM					
Fire Services Administration	\$ 249,430	\$ 280,283	\$ 325,979	\$ 241,919	-25.79%
Fire Prevention	441,762	365,022	308,466	272,316	-11.72%
Fire Safety & Education	75,729	73,047	70,297	-	-100.00%
Fire Suppression and EMS	1,812,260	1,775,430	2,156,408	2,315,979	7.40%
TOTAL EXPENDITURES	\$ 2,579,181	\$ 2,493,782	\$ 2,861,150	\$ 2,830,214	-1.08%



Fire and Rescue

To: Ed Miklus, Ken Solomon
Cc:
From: Ron Lindroth, Fire Chief
Date: February 1st, 2011
Re: Tax Advisory Council follow-up questions

Dear Mr. Miklus and Mr. Solomon,

I would like to thank you for expressing interest in obtaining a greater understanding of the details behind the operations of Steamboat Springs Fire Rescue (SSFR). For your information, I am in process of writing a very thorough analysis of the fire department. Upon its completion, I will forward a copy to you. Until then, I will attempt to answer the questions you have posed with as much detail as I can offer. The statistics used will be based on the combined years of 2009 and 2010. A computerized records management program was introduced in the fall of 2008, so most data retrieval for prior years would be extremely labor intensive to obtain.

Incident response Type: Please refer to the attached file "Incident Response." Over a two year average, SSFR responded to 1,800 calls for service. Of these calls, 54% were EMS, 28% were fire alarms (inclusive of all fire protection systems types), 2% were actual working fires, and 16% were coded as "Other". This category includes hazardous materials spills and leaks, non-injury vehicle accidents, smoke and other related investigations with no active fire, as well as calls dispatched and cancelled (usually fire alarms that are confirmed false by party on-scene). Since fire alarms are such a large portion of the call volume, a false alarm ordinance was recently passed and efforts are underway to reduce the number of system malfunctions.

Staffing and Deployment: Currently there are 8 firefighter/EMS personnel on duty 24 hours per day. There are three, 24 hour rotating shifts that provide this coverage with 24 career firefighters. There are an additional 4 part time firefighters that assist with back filling positions when career staff is sick, injured or on other leave. The current deployment is four personnel on the engine at the Mountain Station, two personnel on the ambulance at the Mountain Station, and two personnel at the Ambulance/Search and Rescue barn on Yampa. The Central Fire Station (below police department) is not a staffed station. It is used when off duty and volunteer firefighters are called back from off duty to respond to an incident. From a deployment standpoint, it is clear that the public would receive much timelier service if the Central Station was staffed with an engine company. Barriers that have not been resolved include: no available space in the Central Station as PD has already exceeded its working capacity, no identified money or location for the PD to move their services to another location so that the fire department can staff apparatus and locate fire administration and prevention staff into one location, no available room in the Ambulance barn to house an engine or added staff, and no identified location for Search and Rescue to relocate out of the building to create additional space. We continue to explore alternatives to find a workable solution, however it seems as if the PD relocation is the first domino that must fall so that fire can relocate and S&R can have a structure to meet their needs as well. Add to this the complication that there are some community members who would like to see all services removed from Yampa St. so that economic development can replace them. I personally would like to see the Fire Department keep a visible presence and interaction with the public and believe the central station is well located for this purpose as well as well placed for appropriate response times. The fire service as a whole is still viewed by children and visitors alike as an enjoyable interactive experience. The education and prevention that can occur because of this interaction is a very important aspect to retain.

Governance: Up until two years ago, SSFR operated under a Public Safety Department concept where the Police Chief ran both the police and the fire department. In 2009, City Council, at the recommendation of the City Manager, separated the two departments. SSFR is now a stand alone department with-in the city, and all personnel, facilities, and apparatus fall under city purview. SSFR provides emergency services to both the City of Steamboat Springs and the Steamboat Springs Area Fire Protection District. I am employed and work for City Manager Jon Roberts. I am also the District's fire chief by state statute per special district law. Currently the fire district contracts with the city to provide emergency services to the district residents. This is done through an intergovernmental agreement and has resulted in an estimated 40% cost savings to the tax payers in both jurisdictions. On average, when looking at the city/district ratios, there is an 80/20 split for emergency service response and a 70/30 split on the financial contributions. The public has repeatedly stated it would like the cooperation between the city and district to continue. I can unequivocally state that the public will receive the better emergency services with greater economic return when both agencies cooperate to meet each entities need. Currently both entities are exploring the best possible method to ensure this occurs.

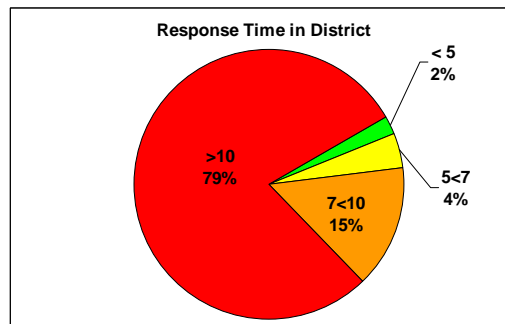
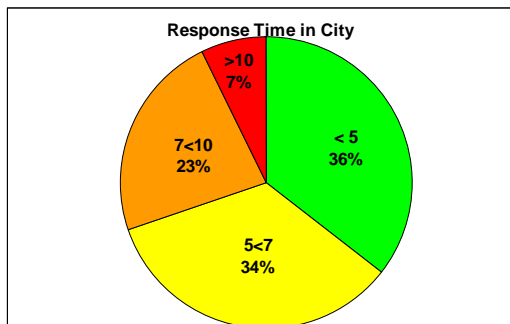
Metrics: I appreciate you pointing out the discrepancy in population and lodging numbers. A small percentage of this occurs due to the population of the district being included with the city population. The rest comes from numbers provided to me by outside sources. Per Kathy Connell, *"the lodging numbers only reflect what is generated through the Central Reservations and chamber, however in the last three years there have been increasing numbers of rentals that go through such internet systems as VRBO or owners who advertise themselves and are not tracked. Further there has been a great increase in fractional and timeshare ownership units being used and many of these numbers are not reflected in the lodging numbers either. There is a growing gap between the reality of how many visitors we have and who we account for because of this. As we increase the number of winter visitors who do other things like cross country and snowshoeing, we also see a difference in the number of visitors verses those "skier days" which used to be the measuring stick for our community. Many of our visitors and paying guests of the past are now property owners either through whole units and homes are through the fractional and timeshare programs. This information I obtained from Kathy Connell who has been in the lodging business in Steamboat since 1980."* She would be happy to talk with you in more detail about this. Regardless, I will update my analysis with currently accepted population numbers. Using the metric of # of firefighters per 1,000 population is where this statistic is important. It is a useful statistic when comparing like communities and services. Further extrapolation of this information will be available in the complete department analysis when SSFR is compared to 9 other similar communities.

Response Times: A critical factor in successful intervention for fires and serious medicals is rapid intervention. The National Fire Protection Association recommends the following response times for communities. When looking at this chart, realize that the high-rises of the base area put us in the urban zone, the rest of town into the sub-urban zone, and much of the district into the rural and remote demand zone. The challenge then becomes which does SSFR build out to? I believe that the most economically viable for all parties is to build to a suburban model. This requires 10 firefighters responding in 10 minutes 80% of the time. An additional 6 firefighters are needed to *safely* engage in sustained interior attack firefighting tactics.

Demand Zone	Demographics	Staffing and Response Time	Percentage of Calls standard is met
Urban	1000 people/1 sq. mi.	15 FF in 9 minutes	90
Suburban	500-1000 people/1 sq. mi.	10 FF in 10 minutes	80
Rural	< 500 people/1 sq. mi.	6 FF in 14 minutes	80
Remote*	Travel Dist \geq 8 miles	4 Firefighters	90

*Upon assembling the necessary resources at the emergency scene, the fire department should have the capability to safely commence an initial attack within 2 minutes 90 percent of the time.

The following data looks at response times in 2010 for all call types and represents the *first unit* on scene, 2 to 4 personnel, not the full required staffing of the above chart. Successful medical intervention should be less than 5 minutes. SSFR met this 36% of the time in the city and 2% of the time in the district. Timely fire intervention *with appropriate level of staffing* occurred once in the city and once in the remote area of the district (no time requirement) during this time period.



The city and district both are in the situation where response time to simultaneous calls is compromised. The following chart indicates how these calls in aggregate fell in priority. The department has the ability to handle two minor simultaneous calls or one moderately severe incident with on duty staff. Multiples exceeding this require call back of off duty firefighters. Statistics are not readily available as to the severity of these call types, however on average, response is delayed at least once per week due to simultaneously occurring incidents.

	Total # of calls	# of 2 simultaneous	# of 3 simultaneous	# of 4 simultaneous
2008	2037	194	34	0
2009	1857	298	36	10
2010	1771	293	41	6

Staffing and Equipment:

The question of “Does SSFR have the equipment and staffing to respond to a major fire at one of the larger buildings in Steamboat Springs” can not be simply answered. The question of what level of service is provided with the response must first be answered. In an attempt to accurately paint a picture of our capabilities, let me offer you the following:

- On duty staffing of 8 is the only guaranteed response, and that is provided no other emergencies are occurring. Off duty call back of firefighters for a working fire ranges from 2 to 12 depending on time of day, day of week or time of year. Rarely does a call back result in a combined force exceeding 20 firefighters.
- Mutual Aid from surrounding agencies (North Routt, West Routt, Oak Creek) is usually limited to 4-5 people and one apparatus with a 30 minute response time.
- Experience has shown 12-16 firefighters generally respond to a working structure fire within 30 minutes of the initial page.
- A fire that exceeds “room and contents” in size requires 16-20 firefighters to safely make an interior fire attack.
- With the scheduled upgrades in currently owned or ordered apparatus, SSFR has an adequate amount of fire apparatus. No dedicated funds exist for replacement of this fleet.

- Sprinkler systems exist in the high rise buildings of the city, and are an effective first line of defense from a fire becoming greater than a room and contents fire. Under normal situations, I believe the fire department could handle a fire in a high rise, although evacuation of people under moderate to heavy smoke conditions would be extremely challenging. If a fire overwhelmed the sprinkler system, which is possible, there would not be enough resources available in a timely manner to save individuals who did not self evacuate or save the building.
- Many of the two, three and four story multi-residential and commercial buildings are not sprinklered. These pose significant risk to residents and firefighters alike because the department would not be able to mount an effective interior fire attack once the fire grew beyond room and contents. At that time, a defensive fire attack mode would be deployed, which would result in significant loss to the structure from either fire or water damage.
- The same holds true for the very large single family residences surrounding the city. Many of these structures are the size of commercial occupancies, yet lack fire sprinkler protection and adequate water supplies.

Ultimately, the community's first line of defense comes from effective, proactive fire prevention efforts. SSFR Fire Prevention Services have done an excellent job at reducing the incidence and size of fires in the city. Inevitably, a fire will break through this first line of defense and firefighters will intervene. We are capable of effective intervention up to and including a single room and contents stage. When the fire exceeds this size, our ability to perform interior rescue and suppression efforts diminishes rapidly. Early detection and rapid response (7-8 minutes) is key to intervention prior to flash over. Once flash over occurs, fire growth occurs greater than our ability to handle it other than defensively.

In closing, it is important to remember that SSFR provides both fire and pre-hospital emergency medical services. Many fire departments do not provide this level of service, and rely on private or other governmental ambulance transport. Private ambulance service in this area is not cost effective as a business, thus it falls on government to provide. By having SSFR do both, the citizens again receive significant cost benefit.

I hope this helps answer the questions you have raised. I will forward you a copy of the department analysis when it is complete.

Kind Regards,

Ron

AGENDA ITEM # 4

CITY COUNCIL COMMUNICATION FORM

FROM: Kara Givnish, SSCRA Special Events Dir. (875-7002)

THROUGH: Deb Hinsvark, Finance Director (Ext. 240)

DATE: 2/15/2011

ITEM: **MOTION:** Motion to approve the Chamber Special Event Funding as recommended by the Special Event Funding Committee.

NEXT STEP: Funds will be allocated as approved.

DIRECTION
 INFORMATION
 ORDINANCE
 MOTION
 RESOLUTION

I. REQUEST OR ISSUE:

2011 Special Event Funding allocation.

II. RECOMMENDED ACTION:

Approval of allocation made by the Special Event Funding Committee.

III. FISCAL IMPACTS:

Proposed Expenditure: \$65,000 (allocated by City)
Funding Source: City

IV. BACKGROUND INFORMATION:

None.

V. LEGAL ISSUES:

None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None.

VII. SUMMARY AND ALTERNATIVES:

n/a

LIST OF ATTACHMENTS

Attachment 1. Allocation spreadsheet.

2011 Special Event Funding Applications										
	Event	Event Date	New	Motiv	Satisf	11 Allocated	11 Requested	10 Final Allc	10 Allocated	10 Requested
1	Steamboat Wine Fest	Aug 4-7		x		\$ 5,000.00	\$ 20,000.00	\$ 7,000.00	\$ 7,000.00	\$ 20,000.00
2	Steamboat All Arts Fest	Aug 18-21		x		\$ 10,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$ 15,000.00
3	Quiznos Pro Challenge	Aug 26-27	x	x		\$ 10,000.00	\$ 15,000.00			
4	Cycling Events Calendar	various	x			\$ 3,000.00	\$ 10,875.00			
5	Steamboat OktoberWest	Sept 25-27		x		\$ 4,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00
6	Free Summer Concert Series	Jun-Aug			x	\$ 5,500.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,000.00
7	Steamboat Triathlon	Aug 28				\$ 2,000.00	\$ 10,000.00			
8	Steamboat Lake Sprint Triathlon	Jul 24	x			\$ 2,000.00	\$ 10,000.00			
9	Steamboat Running Series	May-Sept		x	x	\$ 3,000.00	\$ 8,000.00	\$ 3,000.00	\$ 3,000.00	\$ 8,500.00
10	SS Pro Rodeo Series	Jun-Aug			x	\$ 4,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
11	Rocky Mtn. Bull Bash	Sept 4		x		\$ 1,500.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 8,000.00
12	Tour de Steamboat	Jul 15-17		x		\$ 2,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00	\$ 7,500.00
13	Wild West Air Fest	Sept 3-4		x		\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00
14	Opera Performances around SAAF	Aug 8-27			x	\$ 1,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
15	Paddling Life Pro Invitational	May 30		x		\$ 2,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00
16	2010 Piknik Theatre Festival	Jul 8-24			x	\$ -	\$ 3,500.00	-	\$ -	\$ 3,300.00
17	Strings All Arts Festival Programming	Aug 20-21				\$ 1,000.00	\$ 3,040.00	\$ 2,500.00	\$ 2,500.00	\$ 2,988.00
18	Ride 4 Yellow	Aug 5-7				\$ -	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00
19	Steamboat Honey Stinger Race	Sept 17-18	x			\$ 2,000.00	\$ 3,000.00			
20	Strings QPC Concert	Aug 27	x			\$ -	\$ 2,921.00			
21	Strings Kitchen and Garden Tour	Jul 16			x	\$ -	\$ 2,692.00	\$ 1,250.00	\$ 1,250.00	\$ 1,344.00
22	Mountain Soccer Tournament	Jul 15-17		x		\$ 1,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00
23	ReTree Colorado		x			\$ 500.00	\$ 2,495.00			
24	Run, Rabbit Run, 50 Mile Run	18-Sep		x		\$ 750.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00
25	Steamboat Stockdog Challenge	Sept 4-6		x		\$ 1,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00
26	Sisters in Steamboat	Oct 15-17			x	\$ 1,250.00	\$ 2,000.00	-	\$ -	\$ 1,500.00
27	Spring into Summer Carnival		x			\$ -	\$ 1,500.00			
	Strings Commemorative Concert Series	Jul-Aug						-	\$ -	\$ 7,143.00
	Ceramic Art Event	June 1 - Aug 31			x			-	-	\$ 5,000.00
	2010 Kitball Klassic	Sept 24-25			x			-	\$ -	\$ 5,000.00
	Artists in the Mountain	Jul-Aug						-	\$ -	\$ 2,500.00
	Cow Town Ranch Tours	July			x			\$ 1,500.00	\$ 1,500.00	\$ 2,000.00
	Strings Free Jazz/ Classical Matinee	1-Aug						-	\$ -	\$ 1,087.00
	Olympic Send-off	5-Feb	x					-	-	-
	Rally Colorado 2008	Sept 18-20		x				-	-	-
	Music on the Green	Jul-Aug			x			-	-	-
	Free Family Fun Fest	20-Jun			x			-	-	-
	TOTAL					\$ 65,000.00	\$ 168,523.00	\$68,000.00	\$ 68,000.00	\$ 117,362.00

\$65,000 available to allocate in 2011

AGENDA ITEM # 5

CITY COUNCIL COMMUNICATION FORM

FROM: Planning and Public Works Staff

THROUGH: Wendy DuBord, Interim City Manager (Ext. 219)

DATE: February 15, 2011

ITEM: A RESOLUTION RESTRICTING TRUCKS OVER 12,000 POUNDS WITH EXCEPTIONS FOR TRANSIT VEHICLES AND CONSTRUCTION VEHICLES ON CRAWFORD SPUR ROAD.

NEXT STEP: Provide direction for Staff.

ORDINANCE
 RESOLUTION
 MOTION
 DIRECTION
 INFORMATION

I. REQUEST OR ISSUE:

Background

On January 18, 2011 City Council recommended voted to restrict large vehicles on Crawford Spur Road “according to weight as is done with the Brooklyn Neighborhood and other roads throughout the State”; with an exemption for transit vehicles and construction vehicles. Attached is the resolution.

Additionally, council has requested a study of potential traffic volumes at the intersection and recommendations for safety improvements. Attached is the memorandum with exhibits.

ATTACHMENTS:

Attachment 1. Review of Phase I CMC Traffic (and attachments).

Review of Phase I CMC Traffic

This brief summary was prepared based on a request for supplemental information from City Council during the discussion of the Crawford Spur Vehicle Restriction Ordinance at the January 18, 2011 City Council meeting.

CMC Phase I

The current development proposal for CMC is to demolish Bogue, Monson, and Willett Halls and replace them with a new BMW Hall. The proposed new building is estimated to have a net decrease in square footage (approx. 20,000 sf less). Parking will be reconfigured but will maintain the existing 116 spaces. There is no proposal to increase staffing or enrollment with Phase I construction. Currently there are 640 students (240 on-site) and 70 staff members. Phase I project is not estimated to increase in traffic, however in the short-term increasing enrollment may add 25 students in the next few years. This is a minimal amount of additional traffic and is not estimated to require any improvements based on current operating conditions.

Traffic Conditions with Phase I

- The CMC traffic study prepared in conjunction with the 13th Street intersection option showed that the area intersections are currently operating at acceptable levels of service during the peak hours. Negligible new traffic will be generated with Phase I, and no intersection improvements are required with Phase I. With negligible new traffic, a revised traffic study was not required.
- The daily traffic counts on 12th and Bob Adams are 2150 and 2330 respectively; these are both approaching 2500 vehicles per day, which is considered the upper end of a reasonable volume for a local street. Reasonable volumes for two lane collector streets are up to 10,000 vehicles per day so both streets are well within the collector range. 12th street is considered a collector and Bob Adams a local street.
- The project proposes a secondary road connection – the Crawford Spur. Since it is located in close proximity to Bob Adams Drive, there will not be a change in area intersection operations and they are projected to continue operating acceptably. There will be a change in traffic patterns as some motorists will shift from Bob Adams Drive to the Crawford Spur.
- The project proposes sidewalks to improve pedestrian mobility. (There are no sidewalks currently). Sidewalks are proposed on one side of the Crawford Spur, 12th Street, and Bob Adams Drive.
- The project proposes a reconfigured transit stop adjacent to the new building.

No intersection improvements are required or proposed with Phase I, but is there anything that might improve conditions currently or long term?

There are a few improvements that may improve traffic flow along 12th Street, and Bob Adams Drive and/or Crawford Spur. Some suggestions are:

Improvement	Benefit
Have the college offer incentives to transit riders and carpools or disincentives to parking	Reduces traffic by getting more students/staff out of vehicles
Widen 12 th Street to provide a left turn lane onto Oak Street.	May encourage left turns to Oak Street; reduces delays for 12 th Street thru traffic
Prohibit left turns from 12 th Street onto Lincoln Avenue; to be effective this would need to be done with a raised median on US 40	Reduces delays for right turning traffic on 12 th Street and would be a long term project that could be coordinate with NEPA Study improvements
Reconfigure the 12 th Street/ Crawford-Pine Street intersection to create a right angle intersection	Moves the intersection 150 feet away from 12 th and Crawford for safer operation and improves sight distance

Development Modifications – Long Term

CMC has held internal meetings and public charettes to evaluate potential future development phases on campus. At this time no plans have been submitted to the City for consideration. Therefore neither the campus nor City staff has evaluated potential long-term traffic impacts from further campus expansion. However, based on a review of conditions for the short-term, the increase in traffic from subsequent phases is anticipated to require additional improvements to maintain adequate levels of service at area intersections. Specific improvements will be evaluated in the future traffic study but may include such items as evaluation of one-way loops on Crawford/ Bob Adams; installation of turn lanes; modification to the Bob Adams/12th Street intersection, modifications to the 12th/Oak intersection, median at 12th and Lincoln to control turning movements, and others.

Attachments:

Figure 1 – CMC Area Map

Figure 2 – Potential Improvements

Figure 1 - CMC Area Map

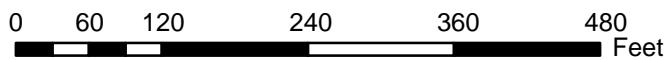
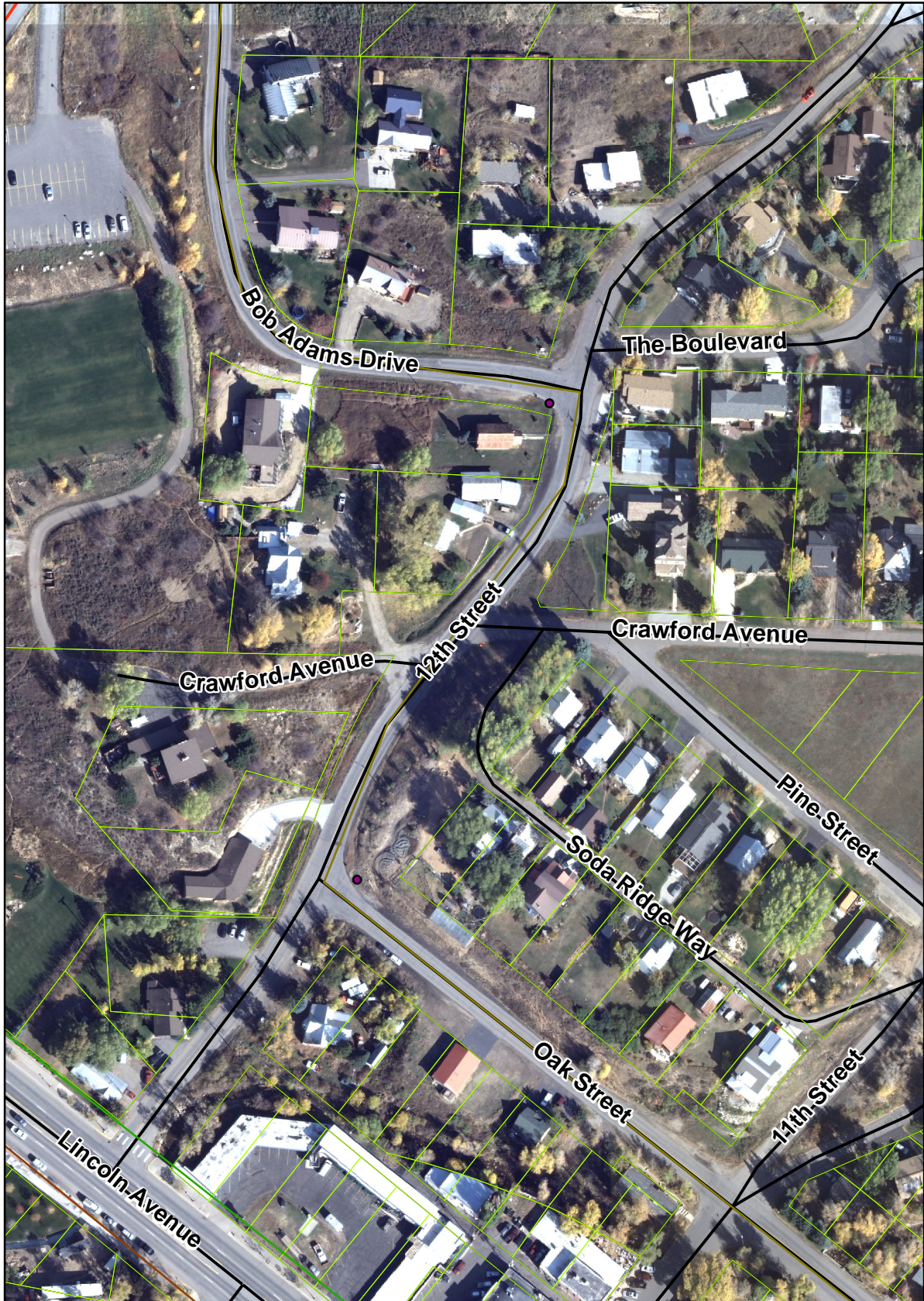
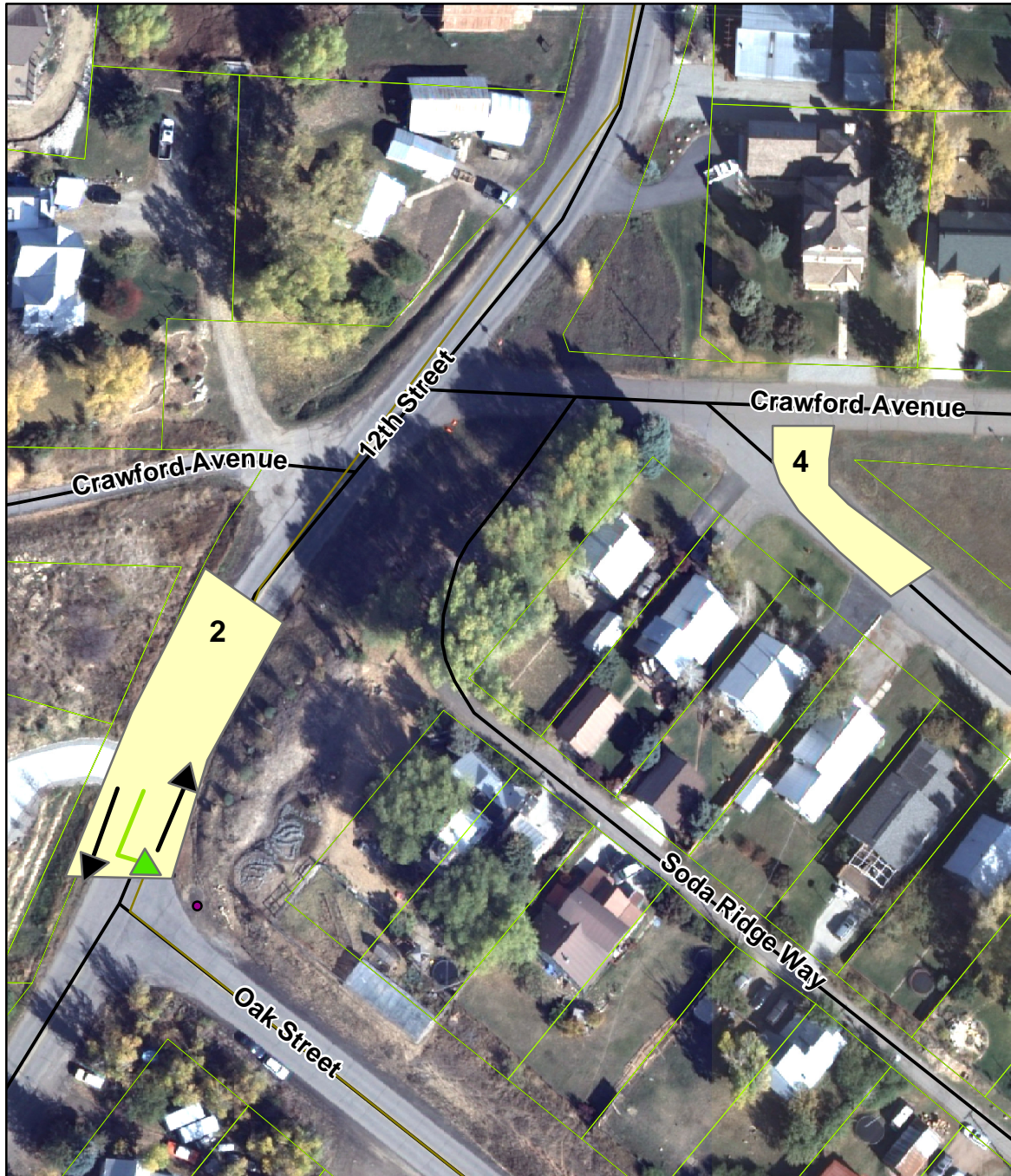


Figure 2 - Potential Improvements



- 1 - Campus offer alternate mode incentives (not shown)
- 2 - Provide left turn lane from 12th Street to Oak Street
- 3 - Prohibit left turns from 12th to Lincoln (not shown)
- 4 - Reconfigure Pine Street to intersect Crawford at right angle

0 25 50 100 150 200 Feet

CITY OF STEAMBOAT SPRINGS, COLORADO

RESOLUTION NO. _____

A RESOLUTION RESTRICTING TRUCKS OVER 12,000 POUNDS WITH EXCEPTIONS FOR TRANSIT VEHICLES AND CONSTRUCTION VEHICLES ON CRAWFORD SPUR ROAD.

WHEREAS, City Council has approved an improvement of Crawford Spur Road in order to provide a second full movement public access to Colorado Mountain College Alpine Campus so as to comply with the International Fire Code; and

WHEREAS, in an effort to reduce vehicular traffic impacts on adjacent properties to the Crawford Spur Road pursuant to the terms of the Development Agreement between the City and Colorado Mountain College recorded in the records of the Routt County Clerk and Recorder at Reception No. 708042, the City wishes to prohibit the use of Crawford Spur Road by trucks with a gross vehicle weight that exceeds twelve thousand pounds (12,000 lbs.), transit and construction vehicles excepted.

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

Section 1. Trucks or other vehicles with a gross vehicle weight exceeding twelve thousand pounds (12,000 lbs.) are prohibited from using Crawford Spur Road. Construction and transit vehicles are excepted from this prohibition.

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2011.

**Cari Hermacinski, President
Steamboat Springs City Council**

ATTEST:

**Julie Franklin, CMC
City Clerk**

AGENDA ITEM # 6

CITY COUNCIL COMMUNICATION FORM

FROM: Philo Shelton, Public Works Director (Ext. 204)
Mel Baker, Airport Manager (879-9042)

DATE: February 15, 2011

ITEM: Colorado Aeronautical Board grant

NEXT STEP: A RESOLUTION APPROVING THE EXECUTION OF A GRANT FROM THE COLORADO AERONAUTICAL BOARD AND DIVISION OF AERONAUTICS TO FUND AIRPORT IMPROVEMENTS AND LAND ACQUISITION AT THE STEAMBOAT SPRINGS AIRPORT, DESIGNATING THE BOB ADAMS FIELD AIRPORT MANAGER AS PROJECT MANAGER AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT CONTRACT.

RESOLUTION
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Staff requests Council approval of the attached resolution to authorize the City Manager to execute the appropriate grant contract documents from the Colorado Aeronautical Board (CAB) to provide funds for pavement maintenance at the Steamboat Springs Airport and to purchase two parcels of land totaling 6.9 acres which are adjacent to the airport property.

II. RECOMMENDED ACTION / NEXT STEP:

A motion to approve a resolution.

III. FISCAL IMPACTS:

Proposed Expenditure: \$ 597,954

Funding Source:	\$400,000	CAB Grant
	\$ 3,948	Match funds from 2011 Airport capital
	\$ 44,006	Match funds from 2011 Airport operating
	\$150,000	Federal Aviation Administration

IV. BACKGROUND INFORMATION:

Grant funding is provided by the Colorado Department of Transportation, Aeronautics Division. Per CDOT requirements, the City has developed a five-year plan for grant projects at the Steamboat Springs Airport and CDOT has approved this plan. This year funds are for an FAA project to seal the concrete apron which is adjacent to the terminal building. The match for this portion of the project is included in the 2011 Airport budget.

In late October, 2010, CAB notified the City that additional grant funding was available for fiscal year 2011. In the grant application, staff included purchasing a 6.7 acre parcel of land which is adjacent to the taxiway for Runway 32 and a .2 acre parcel of land which is adjacent to an internal airport road. Purchasing land within the Runway Protection Zone is to prevent incompatible development from occurring within this zone and is included in the six-year CIP. The matching funds for this element of the grant will come from the 2011 Airport operating accounts. A transfer from the Airport reserves may be necessary later in the year to accommodate this additional unplanned expense.

V. LEGAL ISSUES:

The contract is the standard CAB document the City has executed in the past. (please see the attached contract document).

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None identified at this time.

VII. SUMMARY AND ALTERNATIVES:

Council may elect to:

1. Adopt the attached resolution approving the execution of the CAB grant.
2. Decline to adopt the resolution and associated funds.
3. Table the item and provide direction to staff on changes.

CITY OF STEAMBOAT SPRINGS, COLORADO

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXECUTION OF A GRANT FROM THE COLORADO AERONAUTICAL BOARD AND DIVISION OF AERONAUTICS TO FUND AIRPORT IMPROVEMENTS AND LAND ACQUISITION AT THE STEAMBOAT SPRINGS AIRPORT, DESIGNATING THE BOB ADAMS FIELD AIRPORT MANAGER AS PROJECT MANAGER AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT CONTRACT.

WHEREAS, the General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991, (the Act) in C.R.S. 43-10-101 "...that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."; and

WHEREAS, the Act created the Colorado Aeronautical Board (the Board) to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE, C.R.S. 43-10-103, C.R.S. 43-10-105 and C.R.S.43-10-108.5 of the Act; and

WHEREAS, any entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures and requirements as defined in the Division's Grant Program Project Management Manual, revised 1999, ("the Manual").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STEAMBOAT SPRINGS, COLORADO, THAT:

Section 1. The City of Steamboat Springs, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical board and the Division of Aeronautics in the form of a state aviation system grant. The City of Steamboat Springs states that such grant

shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

Each airport-operating entity that applies for and accepts a grant that it hereby makes a COMMITMENT

- a. to keep the airport facility accessible to, and open to, the public during the entire useful life of the grant funded improvements/equipment; or
- b. to reimburse the Division for any unexpired useful life of the improvements/equipment on a pro-rata basis.

By signing this grant agreement, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Agreement (attached hereto as Exhibit A).

Section 2. The City of Steamboat Springs hereby designates the Airport Manager, Mel Baker as the Project Director, as described in the Manual and authorizes the Project Manager to act in all matters relating to the work project proposed in the Application in its behalf.

The City of Steamboat Springs authorizes the City Manager to execute the grant contract.

Section 3. The City of Steamboat Springs has appropriated or will appropriate or otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the grant contract.

Section 4. The City of Steamboat Springs hereby accepts all guidelines, procedures, standards and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the grant contract submitted by the State, including all terms and conditions contained therein.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2011

**Cari Hermacinski, President
Steamboat Springs City Council**

ATTEST:

**Julie Franklin, CMC
City Clerk**

CDAG # 11-SBS-01

CDOT-Aeronautics Division
 Routing #
 CDAG # 11-SBS-01
 SAP PO#
 CMS #

STATE OF COLORADO
Colorado Department of Transportation
Colorado Aeronautical Board
Grant Agreement
with
City of Steamboat Springs

TABLE OF CONTENTS

<u>1. PARTIES</u>	1
<u>2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY</u>	1
<u>3. RECITALS</u>	1
<u>4. DEFINITIONS</u>	2
<u>5. TERM and EARLY TERMINATION</u>	3
<u>6. STATEMENT OF WORK</u>	3
<u>7. PAYMENTS TO GRANTEE</u>	3
<u>8. REPORTING - NOTIFICATION</u>	5
<u>9. GRANTEE RECORDS</u>	5
<u>10. CONFIDENTIAL INFORMATION-STATE RECORDS</u>	6
<u>11. CONFLICTS OF INTEREST</u>	6
<u>12. REPRESENTATIONS AND WARRANTIES</u>	6
<u>13. INSURANCE</u>	7
<u>14. BREACH</u>	7
<u>15. REMEDIES</u>	8
<u>16. NOTICES and REPRESENTATIVES</u>	9
<u>17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE</u>	10
<u>18. STATEWIDE GRANT MANAGEMENT SYSTEM</u>	10
<u>19. GENERAL PROVISIONS</u>	11
<u>20. COLORADO SPECIAL PROVISIONS</u>	12
<u>21. SIGNATURE PAGE</u>	15
<u>EXHIBIT A – COLORADO DISCRETIONARY AVIATION GRANT APPLICATION</u>	
<u>EXHIBIT B -RESOLUTION</u>	

1. PARTIES

This Grant Agreement (hereinafter called “Grant”) is entered into by and between the **City of Steamboat Springs** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Transportation – Aeronautics Division (hereinafter called the “State” or ”Division”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). Except as provided in Section 7 (B) (v), the State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, And Approval

Authority to enter into this Grant exists in C.R.S §43-10-108.5 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. §39-27-112(2)(b) and C.R.S. §43-10-109 and a sufficient unencumbered balance thereof remains available in the Aviation Fund for encumbering and subsequent

payment of the Agreement under Vendor ID 5000149, Fund 160, GL No. 4511000010, and Organizational Code VDG11-033. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is to promote aviation at Colorado public use airports for the betterment of the Colorado Aviation System.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Work described in **Exhibit A**

B. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in §6 and §18.

C. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Colorado Discretionary Aviation Grant Program Application), and **Exhibit B** (Resolution in accordance with the General Assembly of the State of Colorado declared in CRS §43-10-101).

D. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

E. Grant

“Grant” means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

F. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

G. Manual

“Manual” refers to the Aviation Grants Management Manual as approved by the Colorado Aeronautical Board.

H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

I. Program

“Program” means the Colorado Discretionary Aviation Grant program that provides the funding for this Grant.

J. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and **Exhibit A**.

K. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

L. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit A** including the performance of the Services and delivery of the Goods. The Work is

further described in the plans and specifications for the project as approved by the Federal Aviation Administration ("FAA").

M. Work Product

"Work Product" means the tangible or intangible results of Grantee's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM and EARLY TERMINATION.

A. Initial Term-Work Commencement

The Parties respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **June 30, 2014** unless sooner terminated or further extended as specified elsewhere herein. Grant funds remaining following the completion of the project or the expiration of the contract will be returned to the Aviation Fund.

6. STATEMENT OF WORK

A. Brief Project Description

Element A: Participate in Federally Funded Concrete Apron Repair

Element B: Land acquisition

B. Completion

Grantee shall complete the Work and its other obligations as described herein in **Exhibit A** and in the plans and specifications for the project as approved by the FAA on or before June 30, 2014. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

C. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State. Grantee is subject to its local procurement standards. If none exist, Grantee is subject to the general procurement standards of the State.

D. Employees

All persons employed by Grantee or Sub-grantees shall be considered Grantee's or Sub-grantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

E. Federal Laws, Rules and Regulations

If the Grant Funds involve Federal funding, Grantee understands and agrees that Federal laws, rules and regulations will control the Work and its implementation. Unless a written waiver is granted, Grantee agrees to comply with all required Federal laws, rules and regulations applicable to the Work, in addition to all State requirements.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is 2.5% of the project cost not to exceed **\$3,947** for Element A, and 90% of the project cost not to exceed **\$396,053** for Element B, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**. The State and Grantee shall participate in providing the Grant Amount as follows:

State:	\$400,000.00
Local:	\$47,954.00
Federal:	\$150,000.00

B. Payment**i. Advance, Interim and Final Payments**

Any advance payment allowed under this Grant shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated or otherwise become unavailable for this Grant, the State may terminate it in whole or to the extent of funding reduction, without further liability, after providing notice to Grantee in accordance with §16.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

v. Retroactive Payments

The State shall pay Grantee for costs or expenses incurred or performance by the Grantee prior to the Effective Date, only if (1) the Grant Funds involve Federal funding and (2) Federal laws, rules and regulations applicable to the Work provide for such retroactive payments to the Grantee. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit A**. This shall not be used solely for aviation purposes as defined in CRS §43-10-102 (3) and this Grant shall not be used for the subsidization of airlines. Misuse of Grant Funds, including subsidization for airlines, may result in forfeiture.

D. Matching Funds

Grantee shall provide matching funds as provided in **Exhibit A**. Grantee shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request.

E. Payment Compliance

All Grant reimbursements shall comply with Title 49 Part 18 of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Additionally, Grantee shall only be reimbursed for costs allowable under 2 CFR Part 125, Appendix A.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §18, if applicable.

A. Performance, Progress, Personnel, and Funds

Grantee shall submit a report to the State upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in the Manual.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CDOT.

C. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

D. Subgrants

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following: (i) a period of three years after the date this Grant is completed or terminated, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other

procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions on this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Sub-grantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Sub-grantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Sub-grantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to sub-Grantees that are not "public entities".

B. Certificates

Grantee and all Sub-grantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Sub-grantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any sub-grant, Grantee and each Sub-grantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of

its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B); provided that the State may terminate pursuant to §15(B) without a breach. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or sub-Grants. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

iii. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

iv. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

v. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

vi. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

vii. Withhold Payment

Withhold payment to Grantee until corrections in until corrections in Grantee's performance are satisfactorily made and completed.

viii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

ix. Removal

Demand removal of any of Grantee's employees, agents, or Sub-grantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

x. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such

Party’s principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Scott Brownlee
CDOT-Division of Aeronautics
5126 Front Range Parkway
Watkins, CO 80137
303-261-4418
scott.brownlee@dot.state.co.us

B. Grantee:

Mel Baker
Bob Adams Field
P.O. Box 775088
Steamboat Springs, CO 80477-5088
970-879-9042
mbaker@steamboatsprings.net

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State’s exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works.

GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

18. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §18 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee’s performance shall be part of the normal Grant administration process and Grantee’s performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee’s obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee’s obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Division of Aeronautics, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

19. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Sub-grantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

B. Attribution

In all publications and publicly funded projects under this Grant a credit line shall be included that reads: "This project paid for in part by a Colorado Discretionary Aviation Grant from the Colorado Department of Transportation, Division of Aeronautics".

C. Binding Effect

Except as otherwise provided in §19(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

D. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

E. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

F. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

G. Indemnification-General

Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

H. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

I. Modification

xi. By the Parties

Except as specifically provided in this Grant, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies,

including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS - TOOLS AND FORMS.

xii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

J. Order of Precedence

The provisions of this Grant shall govern the relationship of the State and Grantee. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- xiii.** Colorado Special Provisions,
- xiv.** The provisions of the main body of this Grant,
- xv.** Exhibit A,
- xvi.** Exhibit B,

K. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

L. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

M. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

20. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Grants except where noted in italics.

A. 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. 2. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. 3. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. 4. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay

when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. 5. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. 6. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

G. 7. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. 9. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. 11. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or Grant with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or Grant with an

illegal alien to perform work under this Grant or enter into a Grant with a Sub-grantee that fails to certify to Grantee that the Sub-grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Sub-grantee and the Granting State agency within three days if Grantee has actual knowledge that a Sub-grantee is employing or Granting with an illegal alien for work under this Grant, (c) shall terminate the subGrant if a Sub-grantee does not stop employing or Granting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the Granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the Granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

L. 12. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

SPs Effective 1/1/09

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21. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">GRANTEE</p> <p>City of Steamboat Springs</p> <p>By: _____</p> <p style="text-align: center;">Print Name of Authorized Individual</p> <p>Title: _____</p> <p style="text-align: center;">Print Title of Authorized Individual</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">John W. Hickenlooper, GOVERNOR</p> <p style="text-align: center;">Colorado Department of Transportation Donald E. Hunt – Executive Director</p> <p>By: David C. Gordon Aeronautics Division Director</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>
	<p style="text-align: center;">LEGAL REVIEW</p> <p style="text-align: center;">John W. Suthers, Attorney General</p> <p>By: _____</p> <p style="text-align: center;">Signature - Assistant Attorney General</p> <p>Date: _____</p>

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

<p>STATE CONTROLLER</p> <p>David J. McDermott, CPA</p> <p>By: _____</p> <p>Colorado Department of Transportation</p> <p>Date: _____</p>

OCT 29 2010

CDAG# 11-SBS-01
Exhibit A



COLORADO DISCRETIONARY AVIATION GRANT APPLICATION



APPLICANT INFORMATION			
APPLICANT AGENCY (Airport Sponsor) City of Steamboat Springs			
MAILING ADDRESS PO Box 775088		CITY Steamboat Springs, CO	ZIP CODE 80477-5088
PHONE NUMBER (970) 879-9042	FAX (970) 879-8309	EMAIL mbaker@steamboatsprings.net	
PROJECT PERIOD (mm/dd/yyyy)	FROM 2/1/2011	TO 12/31/2011	

Wendy B. Oak Bond City Manager Pro Tem 10/28/10
 Signature – Sponsoring Agency, Title Date (mm/dd/yyyy)

RETURN ORIGINAL APPLICATION TO:

Colorado Department of Transportation
 Division of Aeronautics
 5126 Front Range Parkway
 Watkins, CO 80137

Telephone: (303) 261-4418
 FAX: (303) 261-9608

Or email to:
scott.brownlee@dot.state.co.us

PROJECT SUMMARY Additional Information Submitted with Application

This project will 1) provide assistance with matching funds for an FAA grant providing pavement maintenance (concrete joint seal) of the concrete parking apron; and 2) provide funding to enable the City to acquire two parcels of land totaling 6.9 acres. The first parcel of land is 6.7 acres and is adjacent to the taxi way for Runway 32. The second parcel of land is .2 acres and is adjacent to an internal airport road and would provide access to the 6.7 acre parcel of land. The proposed land acquisition is in the six year capital improvement plan.

PROJECT FUNDING SUMMARY

CDAG \$400,000	Local \$47,954	FAA/Other \$150,000
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TOTAL \$597,954.00

PROJECT SUMMARY AND GRANT PROPOSAL

IDENTIFY THE EXISTING PROBLEM Additional Information Submitted with Application

- 1) The Airport Master Plan recommends pavement maintenance to extend the life of the pavement. The concrete parking apron provides transient parking and has not had joint seal maintenance since 1994. Concrete joint seal will extend the life of the concrete by 15 - 20 years.
- 2) Acquisition of property is needed to address existing encroachment issues and to provide for future hanger development. The existing tow slope of the taxi way and the tow slope of the access road extends beyond the airport property line. Acquisition of the two properties will eliminate the need for 900 feet of retaining wall while also allowing for future development of 7-10 new hangers.

DEFINE THE PROPOSED PROJECT AND ESTIMATED SCHEDULE IN DETAIL

**INCLUDE LAYOUT SKETCH*

Additional Information Submitted with Application

- 1) Pavement maintenance, consisting of concrete joint seal, will be carried on the concrete apron adjacent to the terminal building. Project specifications will be prepared by Armstrong Consultants and work will begin June 2011 and is anticipated to be complete by October, 2011.
- 2) Land acquisition is on our six year capital improvement program. The land acquisition process will follow State procurement standards and will include survey, environmental assessment, appraisal, contracting, title insurance, and closing, among other items. Due diligence work is underway and we anticipate being able to complete due diligence and close on the property by May, 2011.

PART A – FUNDING RESOURCES

1. CDAG Grant Funds Requested		\$400,000
2. Local In-Kind	\$	
3. Local Cash	\$47,954	
4. FAA Funds	\$150,000	
5. Other Funds Identify Source:	\$	
6. Total Other Funds (Items 2, 3, 4, 5)	\$197,954	
7. Project Funding Summary (Total items 1 through 6)		\$597,954

PART B – BUDGET SUMMARY

Define individual elements of each budget item

	CDAG	%	Local	%	FAA/ Other	%	TOTAL
Capital Equipment							
							\$0.00
							\$0.00
							\$0.00
Construction							
Pavment Maintenance	\$3,947.00	2.5%	\$3,948.00	2.5%	\$150,000.00	95.0%	\$157,895.00
							\$0.00
							\$0.00
Other							
Land Acquisition	\$396,053.00	90.0%	\$44,006.00	10.0%		0.0%	\$440,059.00
							\$0.00
							\$0.00

**PROJECT GRAND
TOTAL**

\$597,954.00

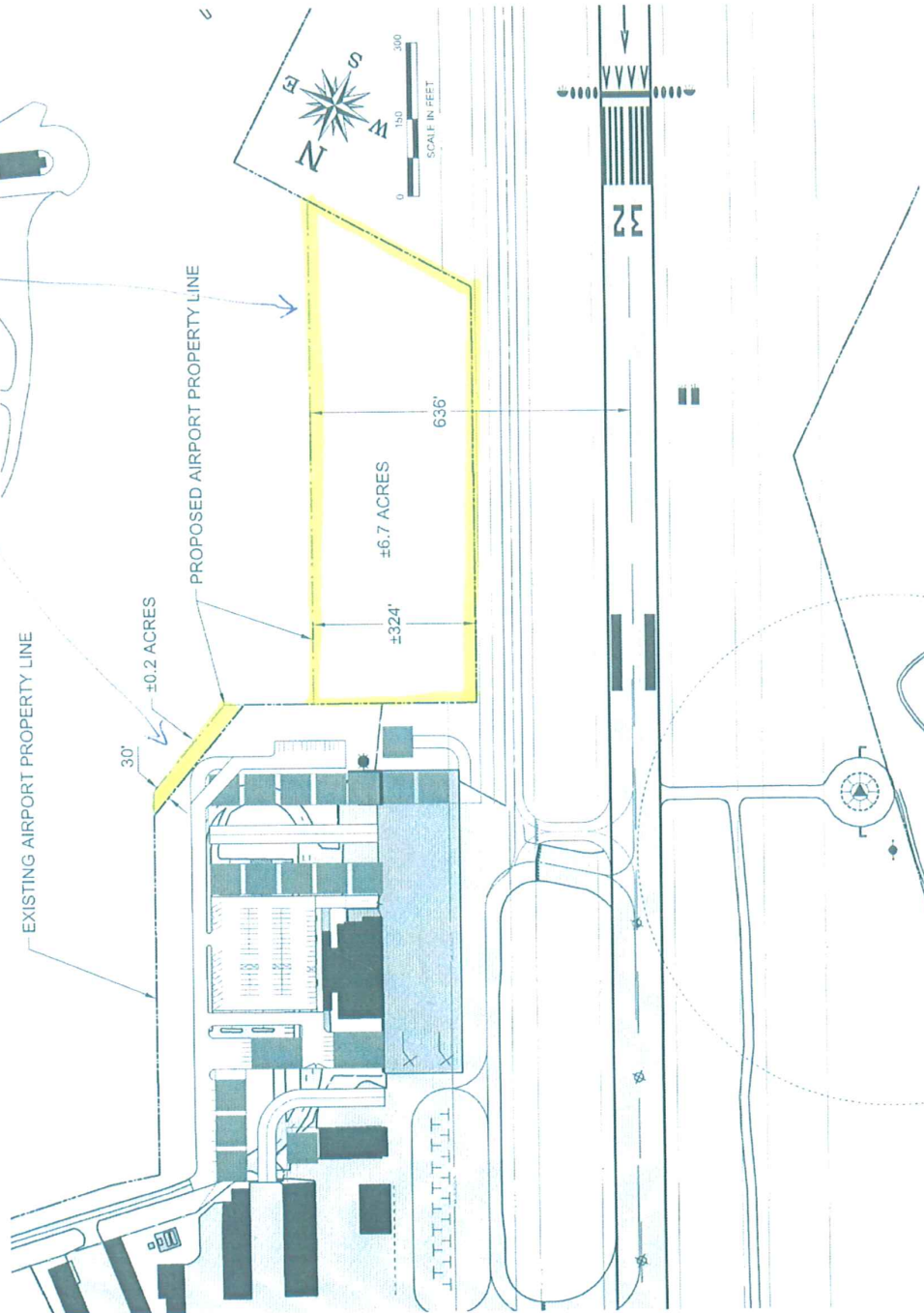
ON-SITE PROJECT DIRECTOR

NAME Mel Baker, Airport Manager		
MAILING ADDRESS PO Box 775088		CITY, STATE Steamboat Springs, CO
ZIP CODE 80477-5088		
PHONE NUMBER (970) 879-9042	FAX (970) 879-8309	EMAIL mbaker@steamboatsprings.net

LOCATION OF PROJECT FISCAL RECORDS (Complete only if different than Project Director)

NAME Deb Hinsvark, Director of Finance		
MAILING ADDRESS PO Box 775088		CITY, STATE Steamboat Springs, CO
ZIP CODE 80477-5088		
PHONE NUMBER (970) 879-2060	FAX (970) 879-8851	EMAIL dhinsvark@steamboatsprings.net

Property to be Acquired



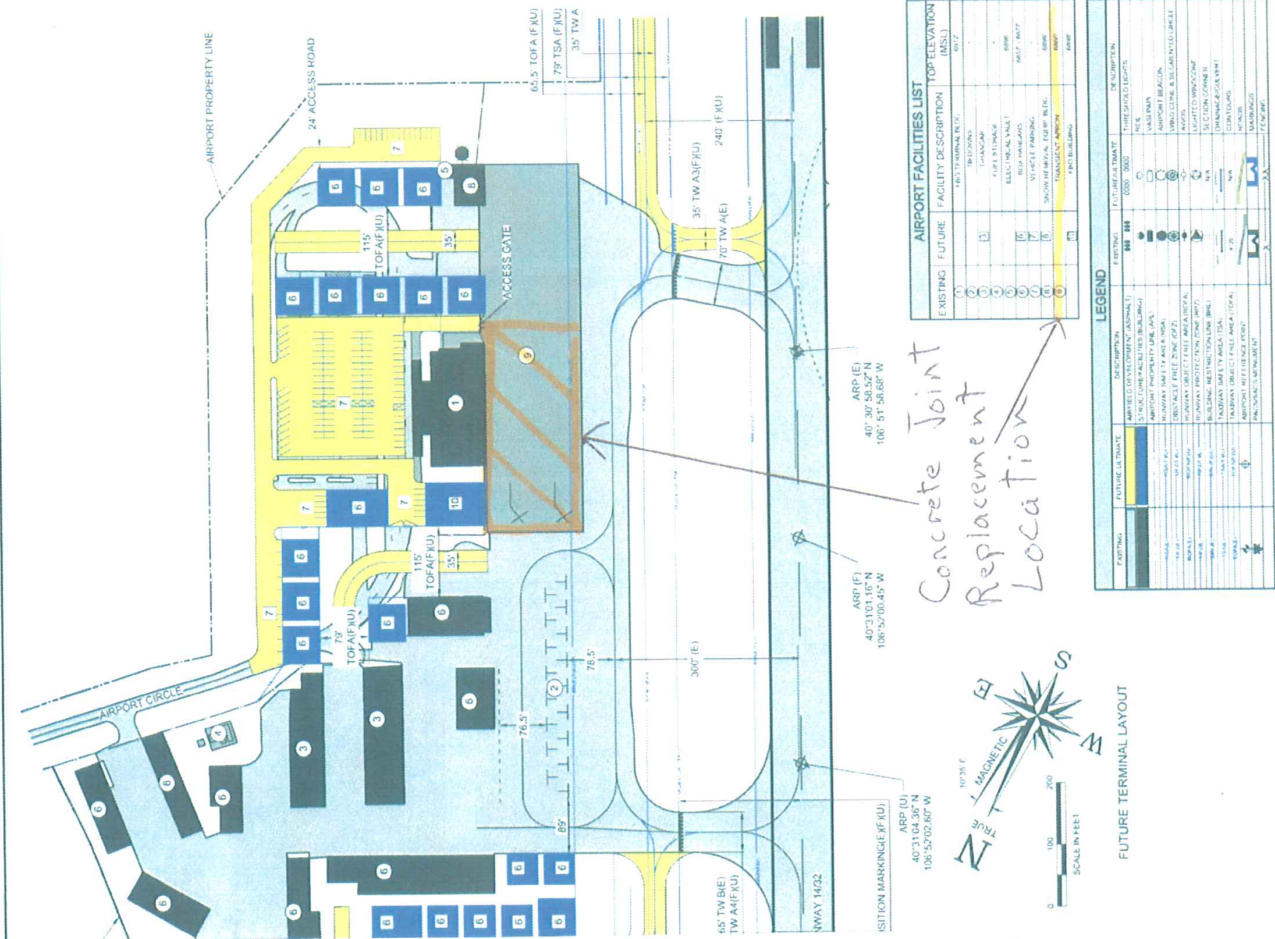
ARMSTRONG CONSULTANTS, Inc.
airport engineering and planning services
www.armstrongconsultants.com
861 Rood Avenue
Grand Junction, CO 81501
970.242.0101 fax: 970.241.1769

STEAMBOAT SPRINGS
BOB ADAMS FIELD
STEAMBOAT SPRINGS, CO
AIP 03-08-0069-15
AIRPORT LAYOUT PLANS

Project No: 060321
Project Title: 03-08-0069
Issue No: 03/11/2009
Issue Name: 03/11/2009
Sheet: 3 of 10

Checked: JTP
Approved: DAC

TERMINAL
AREA
DRAWING



RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado revised Statutes, Article 10, 1991 in C.R.S. §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE C.R.S. §43-10-103 and C.R.S. §43-10-105 and C.R.S. §43-10-108.5 of the Act.

Any entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures and requirements as defined in the Division's Aviation Grant Management Manual, revised 2009, ("the Manual").

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of Steamboat Springs, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. **The City of Steamboat Springs** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

Each airport-operating entity that applies for and accepts a grant that it thereby makes a COMMITMENT

- a) to keep the airport facility accessible to, and open to, the public during the entire useful life of the grant funded improvements/ equipment; or b) to reimburse the Division for any unexpired useful life of the improvements/ equipment, or a pro-rata basis.

By signing this grant agreement, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Agreement.

FURTHER BE IT RESOLVED:

That the **City of Steamboat Springs** hereby designates **Mel Baker** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application in its behalf, including executions of the grant contract.

FURTHER:

The City of Steamboat Springs has appropriated or will appropriate or otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the grant contract.

FINALLY:

The City of Steamboat Springs hereby accepts all guidelines, procedures, standards and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the grant contract submitted by the State, including all terms and conditions contained therein.

for The City of Steamboat Springs, Grantee

ATTEST

AGENDA ITEM # 7

CITY COUNCIL COMMUNICATION FORM

FROM: Deb Hinsvark, Director of Finance (Ext. 240)
THROUGH: Wendy DuBord, Interim City Manager (Ext. 228)
DATE: February 15, 2011
ITEM: SECOND 2011 SUPPLEMENTAL APPROPRIATION
ORDINANCE/ORTON PROPERTY PURCHASE.
NEXT STEP: Second reading of this ordinance.

DIRECTION
 INFORMATION
 ORDINANCE
 MOTION
 RESOLUTION

I. REQUEST OR ISSUE:

The City has received a GOCO grant to pay a portion of the purchase of the Orton Property on Howelsen Hill. Those funds along with the City's portion of the purchase, \$755,000, will be appropriated with this ordinance.

II. RECOMMENDED ACTION:

Approve. It has also been recommended that the citizens and the lodging community be asked to reimburse the CIP fund from future accommodations tax dollars. That conversation will occur in April.

III. FISCAL IMPACTS:

As noted in the CIP presentation on 2/1/11, there are reserves of \$293,999 available that were released from certain 2010 project completions. Additionally, \$250,000 is released from the Butcherknife Creek project planned for 2011 and currently budgeted. The City's share of the purchase is \$755,000, and therefore, \$212,000 will be taken from reserves that were planned for future use, but will now be redirected to this project. It is not yet known what future project this will affect – nor can we identify at this time the funds to replace those taken from Butcherknife.

IV. BACKGROUND INFORMATION:

GOCO granted the City \$600,000 for the purchase of the Orton property. City Council has entered into an agreement with the Howelsen/Emerald Mountain Partnership to provide ongoing management of the properties which will be integral in the City's long-term plan for increased Nordic and biking activity. The City will need to take the \$755,000 required to complete the purchase from its CIP fund.

V. LEGAL ISSUES:

None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None.

VII. SUMMARY AND ALTERNATIVES:

The single alternative to complete this sale is to appropriate these funds.

CITY OF STEAMBOAT SPRINGS, COLORADO

ORDINANCE NO. _____

**SECOND 2011 SUPPLEMENTAL APPROPRIATION
ORDINANCE/ORTON PROPERTY PURCHASE.**

WHEREAS, the City has received a GOCO grant of \$600,000 to pay a portion of the cost of purchasing the Orton property; and

WHEREAS, the community of Steamboat Springs has shown overwhelming support for the purchase; and

WHEREAS, the City will need to appropriate \$755,000 for its share of the costs of the purchase; and

WHEREAS, there are unappropriated reserves for this purpose, and the City Council believes that such appropriation is important to the economic health and welfare of the community.

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

Section 1. Supplemental Revenue. The following Capital Improvements Fund supplemental revenues and unappropriated reserves are available in the stated amounts:

GOCO Grant	\$600,000.00
Capital Projects Fund – Reserves	\$505,000.00
Transfer 2011 Budget from Butcherknife	<u>\$250,000.00</u>
Total revenues, reserves and 2011 budget	\$1,355,000.00

Section 2. Supplemental Appropriation. Pursuant to Section 9.10 (a) of the City of Steamboat Springs Home Rule Charter, the City Council hereby appropriates from the Capital Improvements Fund the following sums of money or that portion necessary for the purposes herein named:

Purchase of the Orton Property	\$1,355,000.00
--------------------------------	----------------

Section 3. 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 4. 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 5. 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 6. 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.

INTRODUCED, READ AND ORDERED PUBLISHED, as provided by law, by the City Council of the City of Steamboat Springs, at its regular meeting held on the _____ day of _____, 2011.

**Cari Hermacinski, President
Steamboat Springs City Council**

ATTEST:

**Julie Franklin, CMC
City Clerk**

FINALLY READ, PASSED AND APPROVED this _____ day of _____, 2011.

**Cari Hermacinski, President
Steamboat Springs City Council**

ATTEST:

**Julie Franklin, CMC
City Clerk**

AGENDA ITEM # 8

CITY COUNCIL COMMUNICATION FORM

FROM: Deb Hinsvark, Director of Finance (Ext. 240)

THROUGH: Wendy DuBord, Interim City Manager (Ext. 228)

DATE: February 15, 2011

ITEM: Third 2011 Supplemental Appropriation Ordinance and establishment of Quiznos Pro Challenge Race Special Revenue Fund.

NEXT STEP: Second reading of this ordinance.

DIRECTION
 INFORMATION
 ORDINANCE
 MOTION
 RESOLUTION

I. REQUEST OR ISSUE:

The City will act as the Treasurer for the Quiznos Pro Challenge. This ordinance will establish a special revenue fund to segregate the Pro Challenge revenues and expenses and will appropriate according to the organizing committee's budget.

II. RECOMMENDED ACTION:

Approve.

III. FISCAL IMPACTS:

The City has appropriated \$35,000 from its general fund and expects to provide some in-kind police, fire and public works services to the event. Additionally, several members of the City's management team have active duties to prepare for the event.

IV. BACKGROUND INFORMATION:

The City has agreed to be the host of the end of one stage and the start of another for the Quiznos Pro Challenge in August of 2011. It is anticipated that the event will have national coverage and will bring many visitors to the area. As the host, the City is responsible for all aspects of the event and has acknowledged a local organizing committee, chaired by Jim Schneider. The City will act as the Treasurer of the event and will account for all revenue of the activity in a special revenue fund.

V. LEGAL ISSUES:

None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None.

VII. SUMMARY AND ALTERNATIVES:

1. Council has signed a contract to host a stage start and finish.
2. This ordinance enables the City to monitor and account for the costs of the race.

CITY OF STEAMBOAT SPRINGS, COLORADO

ORDINANCE NO. _____

**THIRD 2011 SUPPLEMENTAL APPROPRIATION ORDINANCE
AND ESTABLISHMENT OF QUIZNOS PRO CHALLENGE RACE
SPECIAL REVENUE FUND.**

WHEREAS, the City of Steamboat Springs has agreed to be a hosting organization for the August 22-28, 2011 Quiznos Pro Challenge; and

WHEREAS, a local organizing committee has been created to solicit sponsorship revenue and manage costs of the race; and

WHEREAS, the City will serve as the treasurer of the organization; and

WHEREAS, the City has appropriated \$35,000 of general fund dollars to this event.

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

Section 1. There shall be established a new Special Revenue Fund to account for the activities of the race.

Section 2. Supplemental Revenue. The following revenues are expected to be generated during the term of this project:

Transfer from the City's General Fund	\$35,000
Private Contributions:	
Stage Finish Presenting Sponsor	\$15,000
Stage Start Presenting Sponsor	\$15,000
Miscellaneous Other Sponsorships	\$30,000
Chamber Special Event Funding	\$10,000
Lodging and Restaurant In-Kind	\$30,075
City In-Kind Services (General Fund Exp)	\$ 8,000
Earned Revenues/Vending	<u>\$ 5,000</u>
Total revenues	<u>\$148,075</u>

Section 2. Supplemental Appropriation. Pursuant to Section 9.10 (a) of the City of Steamboat Springs Home Rule Charter, the City Council hereby appropriates from the Quiznos Pro Challenge Special Revenue Fund the following sums of money or that portion necessary for the purposes herein named:

Expenditures:

Supplies	\$ 2,915
Promotional Items	\$ 8,550
Outside Contractor	\$ 9,000
Leased Equipment	\$ 3,750
Travel & Entertainment	\$80,100
Event Hospitality	\$36,760
Volunteer Meals & Party	<u>\$ 7,000</u>

Total expenditures to be budgeted: \$148,075

Section 3. 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 4. 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 5. 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 6. 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.

INTRODUCED, READ AND ORDERED PUBLISHED, as provided by law, by the City Council of the City of Steamboat Springs, at its regular meeting held on the _____ day of _____, 2011.

**Cari Hermacinski, President
Steamboat Springs City Council**

ATTEST:

**Julie Franklin, CMC
City Clerk**

FINALLY READ, PASSED AND APPROVED this _____ day of _____, 2010.

**Cari Hermacinski, President
Steamboat Springs City Council**

ATTEST:

**Julie Franklin, CMC
City Clerk**

AGENDA ITEM # 9

CITY COUNCIL COMMUNICATION FORM

FROM: Melvin Baker, Airport Manager (879-9042)
Philo Shelton, Public Works Director (Ext. 204)

DATE: February 15, 2011

ITEM: AN ORDINANCE APPROVING A HANGAR LEASE TO JEAN P. SAGOUSPE, OLD WEST MANAGEMENT AT THE STEAMBOAT SPRINGS AIRPORT AND AUTHORIZING CITY COUNCIL PRESIDENT TO SIGN LEASE DOCUMENTS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Baker)

NEXT STEP: If the first reading passes, the second reading is scheduled for March 1, 2011.

MOTION
 INFORMATION
 ORDINANCE

I. REQUEST OR ISSUE:

Approve the first reading of an ordinance authorizing a lease agreement between the City of Steamboat Springs and JEAN P. SAGOUSPE, OLD WEST MANAGEMENT for Hangar B-9 at the Steamboat Springs Airport.

II. RECOMMENDED ACTION / NEXT STEP

Motion to approve on first reading: An Ordinance approving a lease agreement between the City of Steamboat Springs and JEAN P. SAGOUSPE, OLD WEST MANAGEMENT for Hangar B-9, authorizing the City Council President to sign lease documents; repealing all conflicting ordinances; providing for severability; and providing an effective date.

III. FISCAL IMPACTS:

Monthly hangar rent: \$652.36 Annual revenue: \$7,828.32 for each bay

The lease provides for a minimum annual increase of 3%.

IV. BACKGROUND INFORMATION:

The City currently owns one hangar with 10 bays at the airport. Each of these bays are rented on a monthly basis, generating anywhere between \$601 and \$683 per month. The leases are structured to on a month to month basis and Hangar B-9 is available for lease.

V. LEGAL ISSUES:

The lease document has been reviewed and approved by the City's Legal department.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

There are no environmental issues associated with this communication.

VII. SUMMARY AND ALTERNATIVES:

1. Council can approve this ordinance on first reading.
2. Council can decline to approve this ordinance and give further direction to staff.

CITY OF STEAMBOAT SPRINGS, COLORADO

ORDINANCE NO. _____

AN ORDINANCE APPROVING A HANGAR LEASE TO JEAN P. SAGOUSPE, OLD WEST MANAGEMENT AT THE STEAMBOAT SPRINGS AIRPORT 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 the Steamboat Springs Airport and hangars located at such airport; and

WHEREAS, JEAN P. SAGOUSPE, OLD WEST MANAGEMENT desires to lease hangar space located at the Steamboat Springs Airport; and

WHEREAS, the City Council desires to lease such hangar space to **JEAN P. SAGOUSPE, OLD WEST MANAGEMENT**.

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 of hangar space at the Steamboat Springs Airport to **JEAN P. SAGOUSPE, OLD WEST MANAGEMENT** for the term provided in the Hangar Lease Agreement, a copy of which is attached hereto as Exhibit A and by this reference made a part of.

Section 2. The City Council of the City of Steamboat Springs authorizes the City Council President or City Council President Pro-Tem to execute such Hangar 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 Hangar Lease Agreement shall be at least thirty (30) days after passage of this Ordinance, and the City Council President or the City Council President Pro-Tem shall not sign the Hangar 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, Colorado, 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 preservation of the public peace, health and safety.

Section 7. 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.

INTRODUCED, READ AND ORDERED PUBLISHED, as provided by law, by the City Council of the City of Steamboat Springs, at its regular meeting held on the _____ day of _____, 2011.

ATTEST:

**Cari Hermacinski, President
Steamboat Springs City Council**

**Julie Franklin, CMC
City Clerk**

FINALLY READ, PASSED AND APPROVED this _____ day of _____, 2011.

ATTEST:

**Cari Hermacinski, President
Steamboat Springs City Council**

**Julie Franklin, CMC
City Clerk**

HANGAR LEASE AGREEMENT
STEAMBOAT SPRINGS AIRPORT

THIS HANGAR LEASE AGREEMENT, entered into this **1st day of February 2011**, by and between the City of Steamboat Springs, a Colorado Municipal Corporation, as owner of the Steamboat Springs Airport ("Lessor") and **Jean P. Sagouspe, Old West Management** ("Lessee").

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. PREMISES. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, Hangar Space #**B-9**, located at the Steamboat Springs Airport. The Hangar Space shall be used and occupied by Lessee primarily for the storage of Lessee's aircraft, to wit, **N3217M** (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has provided Lessor with written notification that a Substitute Aircraft will be stored in the Hangar Space and has provided to Lessor a complete description of the Substitute Aircraft. In the event Lessee stores a Substitute Aircraft in the Space, all provisions of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft. Lessor at anytime may ask proof of Aircraft or Substitute Aircraft ownership of the Lessee.
2. TERM. This Agreement shall commence on **February 1, 2011** and shall remain in effect month to month until terminated according to the terms of this Agreement.
3. RENT.
 - a) For use of the Hangar Space, Lessee shall pay to Lessor, at the Steamboat Springs Finance Office, 137 10th Street, P.O. Box 775088, Steamboat Springs, Colorado, 80477, the amount of **Six Hundred and Fifty Two Dollars and Thirty Six Cents (\$652.36) per month**, such amount to be payable in advance. If the term of this lease agreement commences on a day other than the first day of a month, the first month's rent shall be pro rated on a daily basis. Such rent shall be due and payable without notice from Lessor on the first day of each and every month during the term hereof and Lessee shall be deemed to be in default if such rent has not been received by lessor when due.

Rent shall increase at the discretion of the Lessor; however, at a minimum there shall be a 3% increase, compounded annually, beginning January 1, 2012.

- b) If Lessor purchases less than 300 gallons of fuel in any calendar year from the Steamboat Springs Airport FBO, then Lessor will be charged an inactivity fee. Such fee shall be calculated by multiplying the shortfall in Lessor's fuel purchases by the applicable fuel price effective on December 31 of the year for which the fee is being calculated or, in the case of lease termination, the last day the lease is

in effect. The 300-gallon requirement will be pro-rated for the first and last years of the lease.

4. LESSEE'S USE OF THE PREMISES.

- a. The Hangar Space shall be used primarily for the storage of the Aircraft, along with any necessary aircraft groundhandling equipment associated with said Aircraft. The incidental storage of other items shall be permitted so long as that storage of other items does not obstruct the use of the hangars by other tenants, does not constitute a fire hazard, and does not increase Lessor's insurance premiums.
- b. No commercial activity of any kind whatsoever shall be conducted by Lessee in, from or around the Hangar Space.
- c. Lessee shall not store gasoline, solvents, explosives, flammable paints or other flammables in the Hangar Space without the prior written approval of the Airport Manager. The parties agree that the Airport Manager is authorized by this provision to require safety containers or other safety measures to be followed by Lessee as a condition of such approval.
- d. No maintenance of the aircraft shall be performed within the Hangar Space without the prior written approval of the airport manager except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. For the purposes of this agreement, the Lessee shall be allowed to perform the following minor maintenance work on his or her Airplane: interior cleaning, waxing and polishing, changing of oil, tire and wheel replacement, servicing of landing gear shock struts and wheel bearings, replacement of defective safety wire and cotter keys, lubrication which does not require the disassembly of parts, servicing hydraulic fluid reservoirs, minor upholstery and decorative panel repairs, replacing side windows, seat belts and seat parts, troubleshooting electrical and avionics systems, replacing bulbs and lenses and replacing or cleaning spark plugs. It is understood by the parties hereto that the Airport Manager is authorized by this provision to require specific measures to protect the Hangar from damage as a condition of approval for owner maintenance other than that maintenance specifically permitted. All other aircraft maintenance must be conducted in a maintenance building or structure approved by Lessor.
- e. Lessee shall take such steps so as to ensure that the performance of maintenance work within the Hangar shall not damage the Hangar Space. Lessee is responsible for payment to Lessor of any damage to the pavement of the Hangar floor caused by fuel or oil spillage, maintenance tools, repair equipment, or associated causes.

- f. Lessee shall control the conduct and business demeanor of its employees and invitees and of those doing business with it, in and around the Hangar Space and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable.
- g. Lessee shall keep the Hangar Space clean and free of debris at all times, and Lessee shall not place any trash or debris on the airport grounds except in containers provided for trash by the Lessor.
- h. Lessee shall close the Hangar doors promptly after moving the Aircraft in or out of the Hangar and shall coordinate the operation of the door so as not to unduly or in an untimely fashion obstruct access to adjacent Hangars. **Lessee shall stand by the door switch at all times in which the door is being raised or lowered. In the event of a door malfunction, Lessee shall shut the switch off immediately and discontinue operation of the door, and immediately notify Lessor or its agent. Lessee shall be responsible for making sure the door center-locking pin is released prior to raising the door and that after the door is lowered that the center-locking pin is properly in position. Lessee shall not operate the door if wind conditions are in excess of twenty-five (25) knots. Any damages to the door caused by Lessee's failure to comply with the above may result in Lessee's liability for payment thereof.**
- i. Lessee shall not lock the Hangar or permit the same to be locked with any lock other than the lock mechanism supplied by Lessor, unless Lessor is provided with the necessary keys.
- j. Lessee shall not use any high wattage electrical equipment, heat lamps, or machinery in or about the Hangar, or modify existing wiring or install additional outlets, fixtures or the like therein unless authorized in writing by the Lessor.
- k. Lessee shall not attach any hoisting or holding mechanism to any part of the Hangar or pass any mechanism over the struts or braces therein. For purposes of this Agreement, a hoisting or holding mechanism shall be deemed to include, but shall not be limited to, a chain-ball, block and tackle, or other hoisting or winching device.
- l. Lessee shall not paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the Hangar without the prior written permission of the Lessor.
- m. Lessee shall not park or leave the Aircraft on the taxilane or on the ramp area adjacent to the Hangar door in a manner which unduly interferes with or obstructs access to adjacent Hangars.

- n. Lessee shall, within thirty (30) days of the execution of this lease purchase and maintain an ABC dry chemical or halon type fire extinguisher and install the same with a bracket to the wall of the Hangar on the wall immediately below the Hangar light switch.
 - o. In utilizing the Hangar Space, Lessee agrees to and shall comply with all applicable statutes, ordinances, resolutions, rules and regulations established by any federal, state or local government agency, or by the City of Steamboat Springs.
 - p. Upon termination of this Agreement Lessee shall immediately surrender possession of the Hangar Space and shall immediately remove the Aircraft and all other property therefrom, leaving the Hangar space in the same condition as when received, ordinary wear and tear accepted.
 - q. Lessee shall comply with City of Steamboat Springs Airport Policies and Procedures as currently set forth in Exhibit A. The Steamboat Springs Airport Policies and Procedures set forth in Exhibit A may be modified from time to time and, as modified, shall be binding on the Lessee.
5. LESSOR'S USE OF PREMISES. Lessor shall be permitted to use the Hangar for airport FBO customers on a nightly basis, when unoccupied by Lessee. Lessor shall reimburse Lessee for the loss of the use of the Hangar on a per night basis of \$25 per night.
6. SUBLEASE OR ASSIGNMENT. With Airport Managers approval, Lessee may sublease the hangar space by paying a \$50 sublease fee per month, payable to Lessor with monthly rent payment. Without sublease fee, Lessee may not sublease or assign this lease. The parking of aircraft not owned by or leased by Lessee within the Hangar Space without approval of Airport Manager shall constitute a sublease. Lessee may not assign this Agreement.
7. INSURANCE. Lessor shall maintain insurance coverage on the Hangar structure. Lessee agrees to maintain, at its own expense, insurance of such types and in such amounts to insure against liability for damage or loss to the Aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee or its agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any right of subrogation against lessor, its agents and employees, and providing that lessor must receive at least ten (10) days prior written notice of any cancellation of Lessee's insurance coverage. Such policy shall name Lessor as additional insured. Prior to the commencement of this Agreement, Lessee shall deliver to Lessor certificates of insurance evidencing the required coverages.
8. RIGHT OF ENTRY. Lessor shall have the right to permit his officers, employees and authorized representatives to enter the Hangar for the purpose of inspecting or protecting such premises and for the purpose of doing any act, which Lessor may deem

necessary or appropriate for the proper conduct and operation of the Airport. Lessor shall not, without prior approval from Lessee, touch, enter or move any aircraft stored in the Hangar except in an emergency situation where obtaining such approval is not practical.

9. INDEMNITY OR FORCE MAJEURE. Lessee agrees to release, indemnify and hold Lessor, its officers, agents and employees harmless from and against any and all liabilities, losses, claims, and judgments, of any kind whatsoever, including all costs, attorney's fees, and expenses incidental thereto, for any loss of or damage to any property or injury to or death of any person arising out of, or claimed to arise out of, Lessee's use of the premises, or any breach or violation or nonperformance by Lessee or its officers, employees or agents of any covenant or condition of this Agreement, or by any act or failure to act of those persons.

Lessor shall not be liable for failure to perform this Agreement or for any loss, injury or damage of any nature whatsoever resulting therefrom caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control.

10. CONDITION OF PREMISES. Lessee shall accept the Hangar Space in its present condition without any liability of obligation on the part of Lessor (except for routine pavement maintenance) to make any alterations, improvements or repairs of any kind within or to the Hangar Space.

11. DEFAULT. Lessee shall be deemed in Default of this Agreement if:

- a. Lessee fails to make the timely payment of any rental payment hereunder. Said rental shall be due and payable without notice from Lessor on the first day of each and every month during the term hereof and Lessee shall be deemed to be in default if such rent has not been received by Lessor when due;
- b. Lessee violates any covenant in this Lease, and such violation shall continue for fifteen (15) days after receipt by Lessee of notice thereof from Lessor without Lessee curing the violation;
- c. A petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement);
- d. Lessee assigns his or her property for the benefit of creditors; or
- e. Lessee ceases to do business as a going concern.

In the event of any default by Lessee, Lessor shall, at its option after thirty (30) days' written notice of the default, have the right to terminate this Agreement for cause and to

remove the Aircraft and any other property of Lessee from the Hangar Space, using such force as may be necessary without being deemed guilty of trespass, breach of peace or forcible entry and detainer. Exercise by Lessor of any of the rights specified above shall not prejudice Lessor's right to pursue any other remedy available to Lessor in law or equity, including termination without cause as set forth in paragraph 12, below.

12. **TERMINATION.** Either party to this Agreement shall have the right to terminate this Agreement with or without cause by giving at least thirty (30) days' written notice to the other party. Such termination shall be effective as of the last day of the calendar month following the calendar month in which notice of termination or notice to quit is delivered to the Lessee.

13. **DISCLAIMER AND RELEASE.** Lessor hereby disclaims, and Lessee hereby releases Lessor from any and all liability whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents, or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the Aircraft or other property of Lessee that may be located within the Hangar Space, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the leasing of the Hangar space under this Agreement.

14. **CHOICE OF LAW/VENUE.** This Agreement shall be construed in accordance with the laws of the State of Colorado and any legal action related to this Lease shall have as its sole and proper venue the Routt County Combined Courts.

15. **WAIVER.** The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance of said covenant or condition or of any other term of this Agreement.

16. **RELATIONSHIP OF PARTIES.** The relationship between Lessor and Lessee shall always and only be that of lessor and lessee. Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

17. **REMEDIES CUMULATIVE.** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies.

18. **INTEGRATION.** This Agreement constitutes the entire agreement between the parties, and as of its effective date supersedes all prior independent agreements between the parties covering the Hangar Space. Any change or modification to this Agreement must be in writing and signed by both parties.

19. NOTICES. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be either (a) hand delivered, or (b) sent by certified or registered mail, return receipt requested. All notices required to be given to Lessor hereunder shall be in writing and shall be either (a) hand delivered, or (b) sent by certified or registered mail, return receipt requested to:

Airport Manager
Steamboat Springs Airport
P.O. Box 775088
Steamboat Springs, CO 80477

With a copy either (a) hand delivered, or (b) sent by certified or registered mail, return receipt requested to:

City Manager
City of Steamboat Springs
137 10th Street
P. O. Box 775088
Steamboat Springs, CO 80477

All notices required to be given to Lessee hereunder shall be in writing and either (a) hand delivered, or (b) sent by certified or registered mail, return receipt requested. To:

Jean P. Sagouspe
Old West Management
259 I Street
Los Banos, CA 93635

Notices shall be deemed to have been given on the date of (a) hand delivery, or (b) receipt as shown on the return receipt.

20. SUCCESSORS BOUND. This Agreement shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSOR: CITY OF STEAMBOAT SPRINGS,
a Colorado Municipal Corporation,

BY: _____
Cari Hermacinski
City Council President

ATTEST:

Julie Franklin, City Clerk

Management

LESSEE: Jean P. Sagouspe, Old West

BY: _____

AGENDA ITEM # 10

CITY COUNCIL COMMUNICATION FORM

FROM: Bob Keenan, Senior Planner (Ext. 260)
Tyler Gibbs, AIA, Director of Planning and Community Development
(Ext. 244)

THROUGH: Wendy DuBord, Interim City Manager (Ext. 228)

DATE: February 15, 2011

ITEM: **FIRST READING OF ORDINANCE: AN ORDINANCE VACATING A UTILITY EASMENT LOCATED WITHIN A PORTION OF LOT 6, MID VALLEY BUSINESS CENTER (CITY SOUTH SUBDIVISION).**

NEXT STEP: The approval of an ordinance requires two readings to City Council. This is the first reading. The second reading is scheduled for March 1, 2011.

ORDINANCE
 RESOLUTION
 MOTION
 DIRECTION
 INFORMATION

PROJECT NAME: Lot 6, Mid Valley Business Center – Easement Vacation #FP-11-03

PETITION: A request to vacate two utility easements within a portion of Lot 6, Mid Valley Business Center.

LOCATION: Lot 6, Mid Valley Business Center (west side of Hwy. 40 and Pine Grove Road)

APPLICANT: Steamboat Crossings, LLC, c/o Ryan Spaustat, Landmark Consultants,
P.O. Box 774943, Steamboat Springs, CO 80477 (970) 871-9494

CITY COUNCIL COMMUNICATION FORM

February 15, 2011

Lot 6, Mid Valley Business Center – Easement Vacation #FP-11-03

EXECUTIVE SUMMARY:

1. Background Information:

The applicant is requesting to vacate two utility easements within Lot 6, Mid Valley Business Center as described and depicted in Attachment 1. The applicant is requesting to vacate the utility easement to facilitate future development of the site.

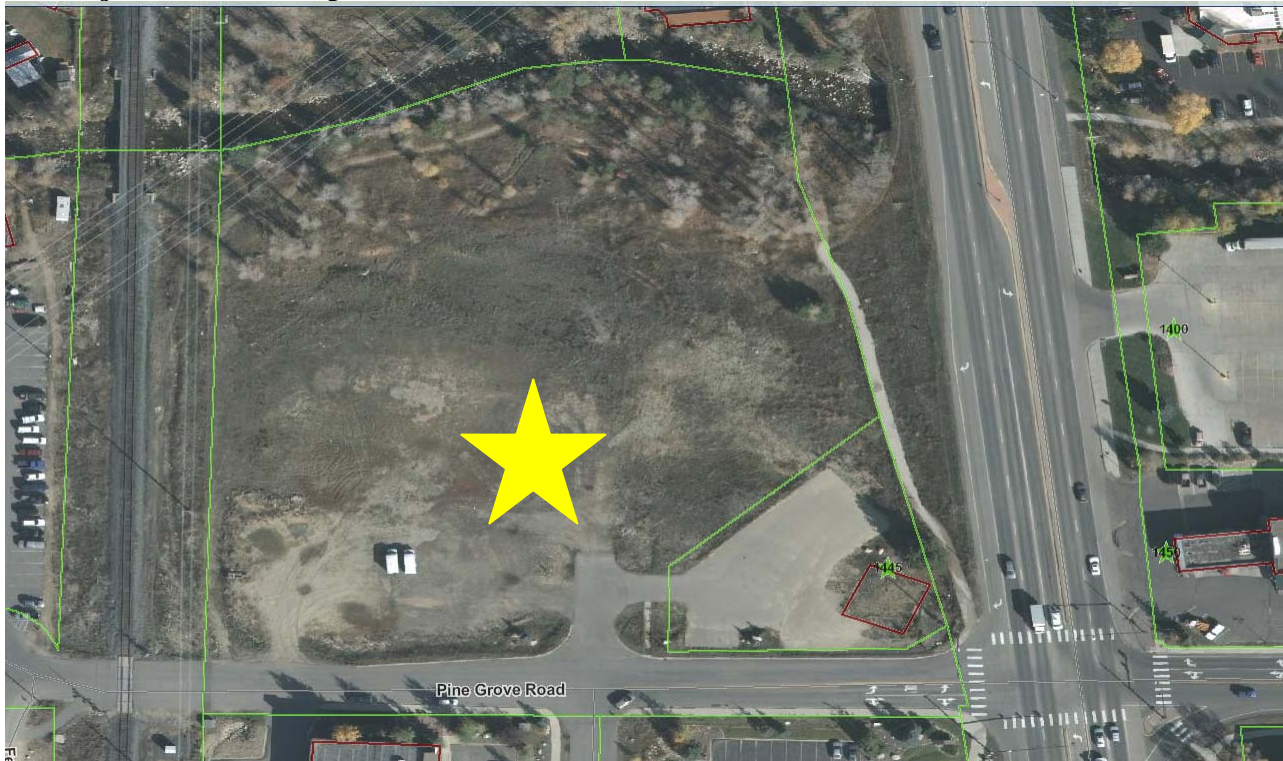
The applicant has provided sign-offs from all of the applicable agencies agreeing to vacate these easements. Therefore, staff finds this request acceptable.

Easements are required to be vacated by an ordinance as well as through recordation of a Final Plat. The existing easements will not officially be vacated until the Final Plat is recorded. The applicant has submitted for a Final Plat.

2. Recommended Motion:

Staff recommends approval of the Ordinance vacating two utility easements within Lot 6, Mid Valley Business Center.

3. Project Location Map



CITY OF STEAMBOAT SPRINGS, COLORADO

ORIDINANCE NO. _____

**AN ORDINANCE VACATING A UTILITY EASMENT LOCATED
WITHIN A PORTION OF LOT 6, MID VALLEY BUSINESS
CENTER (CITY SOUTH SUBDIVISION).**

WHEREAS, in accordance with Chapter 20, Art. 1, Div. 3 of the Steamboat Springs Revised Municipal Code, the owner of Lot 6, Mid Valley Business Center has made application to the City to vacate certain utility easements in connection with the recording of the final plat for the subdivision known as City South and all utility providers necessary have consented to such vacation; and

WHEREAS, the City of Steamboat Springs Department of Public Works and the Department of Planning and Community Development having reviewed such request and have determined that the easements proposed to be vacated are no longer necessary; and

WHEREAS, the City Council finds that vacating such easements will not be adverse to the public interest.

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

Section 1. The utility easements described and depicted as Easement Vacation Parcel 1 and Easement Vacation Parcel 2 on the attached Exhibit "A" are 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.

Section 6. A public hearing on this ordinance shall be held on _____, 2011 at 5:00 P.M. in the Citizens Hall meeting room, Centennial Hall, Steamboat Springs, Colorado.

INTRODUCED, READ AND ORDERED PUBLISHED, as provided by law, by the City Council of the City of Steamboat Springs, at its regular meeting held on the _____ day of _____, 2011.

**Cari Hermacinski, President
Steamboat Springs City Council**

ATTEST:

**Julie Franklin, CMC
City Clerk**

FINALLY READ, PASSED AND APPROVED this _____ day of _____, 2011.

**Cari Hermacinski, President
Steamboat Springs City Council**

ATTEST:

**Julie Franklin, CMC
City Clerk**



CIVIL ENGINEERING | SURVEYING
 Phone: 970.871.9494 • Fax: 970.871.9299 • www.landmark-co.com
 P.O. Box 774943 • 141 9th Str. • Steamboat Springs, Colorado 80477

PROPERTY DESCRIPTION
UTILITY EASEMENT VACATION

UTILITY EASEMENTS TO BE VACATED, OVER AND ACROSS PORTIONS OF LOT 6, MID-VALLEY BUSINESS CENTER AS RECORDED AT FILE NO. 12537 IN THE ROUTT COUNTY RECORDS; LOCATED IN THE SE1/4, NE1/4 OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN; CITY OF STEAMBOAT SPRINGS, COUNTY OF ROUTT, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

THE SOUTHERLY LINE OF LOT 6, MID-VALLEY BUSINESS CENTER AS RECORDED AT FILE NO. 12537 IN THE ROUTT COUNTY RECORDS, BEARING N89°02'57"W BASED ON CITY OF STEAMBOAT SPRINGS GIS CONTROL.

EASEMENT VACATION PARCEL 1:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 6, MID-VALLEY BUSINESS CENTER, SAID CORNER BEING A POINT ON THE NORTHERLY BOUNDARY OF THE PINE GROVE ROAD RIGHT-OF-WAY, SAID CORNER ALSO BEING THE SOUTHEASTERLY CORNER OF A 15 FOOT WIDE UNDERGROUND UTILITY EASEMENT AS SHOWN ON THE PLAT OF SAID MID-VALLEY BUSINESS CENTER;

THENCE ALONG THE BOUNDARY OF SAID 15 FOOT WIDE UNDERGROUND UTILITY EASEMENT THE FOLLOWING THREE (3) COURSES:

1. N89°02'57"W, ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 6, MID-VALLEY BUSINESS CENTER, A DISTANCE OF 15.00 FEET;
2. N00°47'38"E, A DISTANCE OF 81.68 FEET;
3. N48°18'29"E, A DISTANCE OF 191.02 FEET TO A POINT 15.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES, THE EASTERLY BOUNDARY OF SAID LOT 6, MID-VALLEY BUSINESS CENTER;

THENCE S12°25'58"E, ALONG A LINE 15.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE EASTERLY BOUNDARY OF SAID LOT 6, MID-VALLEY BUSINESS CENTER, A DISTANCE OF 17.19 FEET;

THENCE ALONG THE BOUNDARY OF SAID 15 FOOT WIDE UNDERGROUND UTILITY EASEMENT AND ALONG THE EASTERLY BOUNDARY OF SAID LOT 6, MID-VALLEY BUSINESS CENTER, THE FOLLOWING TWO (2) COURSES:

1. S48°18'29"W, A DISTANCE OF 176.01 FEET;
2. S00°47'38"W, A DISTANCE OF 75.12 FEET TO THE POINT OF BEGINNING;

EASEMENT VACATION PARCEL 1 CONTAINS A CALCULATED AREA OF 3,929 SQUARE FEET OR 0.09 ACRES.

EASEMENT VACATION PARCEL 2:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 6, MID-VALLEY BUSINESS CENTER, SAID CORNER BEING A POINT ON THE NORTHERLY BOUNDARY OF THE PINE GROVE ROAD RIGHT-OF-WAY; THENCE N89°02'57"W, ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 6, MID-VALLEY BUSINESS CENTER, A DISTANCE OF 30.20 FEET TO THE SOUTHEASTERLY CORNER OF AN UNDERGROUND UTILITY EASEMENT AS SHOWN ON THE PLAT OF SAID MID-VALLEY BUSINESS CENTER, SAID CORNER BEING THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF SAID UNDERGROUND UTILITY EASEMENT AS SHOWN ON THE PLAT OF SAID MID-VALLEY BUSINESS CENTER, THE FOLLOWING SEVEN (7) COURSES:

1. N89°02'57"W, ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 6, MID-VALLEY BUSINESS CENTER, A DISTANCE OF 60.00 FEET;
2. N01°41'15"E, A DISTANCE OF 290.02 FEET;
3. S89°01'56"E, A DISTANCE OF 22.41 FEET;

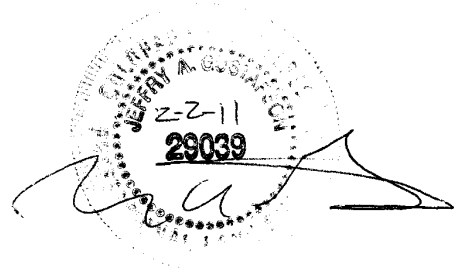
4. N00°43'59"E, A DISTANCE OF 60.38 FEET;
5. S89°16'01"E, A DISTANCE OF 44.21 FEET;
6. S11°06'16"W, A DISTANCE OF 34.26 FEET;
7. S01°41'15"W, A DISTANCE OF 316.84 FEET TO THE POINT OF BEGINNING;

EASEMENT VACATION PARCEL 2 CONTAINS A CALCULATED AREA OF 19,799 SQUARE FEET OR 0.45 ACRES.

PROPERTY DESCRIPTION STATEMENT:

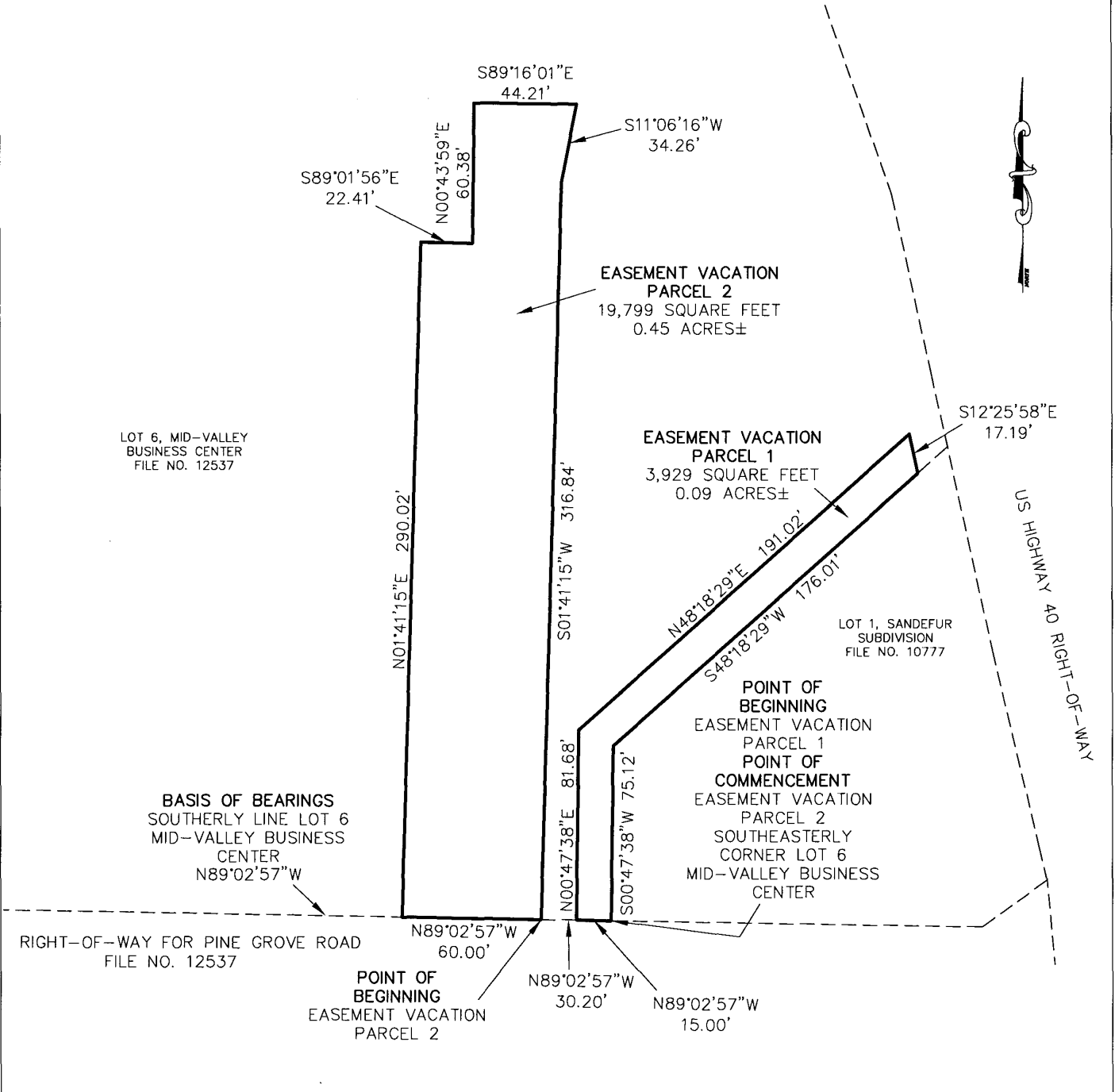
I, JEFFRY A. GUSTAFSON, A LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

JEFFRY A. GUSTAFSON
COLORADO PLS NO. 29039
FOR AND ON BEHALF OF LANDMARK CONSULTANTS, INC.
141 9TH STREET
STEAMBOAT SPRINGS, CO 80487



EXHIBIT

SE1/4, NE1/4, SECTION 20, TOWNSHIP 6 NORTH, RANGE 84 WEST OF THE
6TH PRINCIPAL MERIDIAN,
CITY OF STEAMBOAT SPRINGS, COUNTY OF ROUTT, STATE OF COLORADO



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> <th>INT</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	REVISIONS	INT					SCALE 1" = 60'	Easement Vacation Exhibit	SHEET NO. 3 OF 3
	NO.	DATE	REVISIONS	INT								
141 9th Street, P.O. Box 774943 Steamboat Springs, Colorado 80477 Phone (970) 871-9494 Fax (970) 871-9299 www.LANDMARK-CO.com	DATE: 01-31-11 DWN. BY: JAG JOB NO. 2025-006 CHK. BY: JAG DWG. NO. 2025-006-esntvacation1	(C) COPYRIGHT 2011, LANDMARK CONSULTANTS, INC.										



**EASEMENT VACATION/EASEMENT VERIFICATION SHEET
UTILITY COMPANY NOTIFICATION**

Name of Appellant: Olson Development, LLC c/o Ryan Spaustat

Landmark Consultants, Inc., 141 9th Street, Steamboat Springs, CO 80487

Home Phone: N/A **Work Phone:** 871-9494

Mailing Address: P.O. Box 774943, Steamboat Springs, CO 80477

Physical Address: 141 9th Street, Steamboat Springs, CO 80477

Legal Description of Property: Lot 6 Mid Valley Business Center & Lot 1 Sandefur Subdivision

Nature of Request: The vacation of two existing utility easement over portions of Lot 6 Mid Valley Business Center and Lot 11 Sandefure Subdivision. The attached exhibit shows the proposed vacation area. If you have any questions or comments, please feel free to contact me at 970-871-9494. Please return the completed form to our office either via fax (970-871-9299) or email at ryans@landmark-co.com.

Comcast

Jen Prather

By: [Signature]
Name: JEN PRATHER
Title: OPERATIONS SUPERVISOR

Yampa Valley Electric Assoc.

Cynthia Reed

By: _____
Name: _____
Title: _____

Atmos Energy

Clay Russell

By: _____
Name: _____
Title: _____

Qwest

Chad Henkel

By: _____
Name: _____
Title: _____

Mt. Werner Water

Jay Gallagher

By: _____
Name: _____
Title: _____

P: FORMS/EasementVacation.doc
Revised 04/20/06



FACSIMILE

Date: 1/25/2011
 To: Ryan Spaustat
 Company: _____
 Fax Number: 970-871-9299
 From: Colay Russell Atmos Energy
 Pages: 3 (including cover sheet)

Comments: _____

Author Name: _____
 Title: _____
 Phone Number: _____

If you have received this fax in error, or did not receive the number of the pages indicated, please notify sender at:

Atmos Energy Corporation
 PO Box 771240, 2770 Downhill Drive, Steamboat Springs, CO 80477
 F 970-879-2909 atmosenergy.com



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Jon Prather
By:
Name
Title:

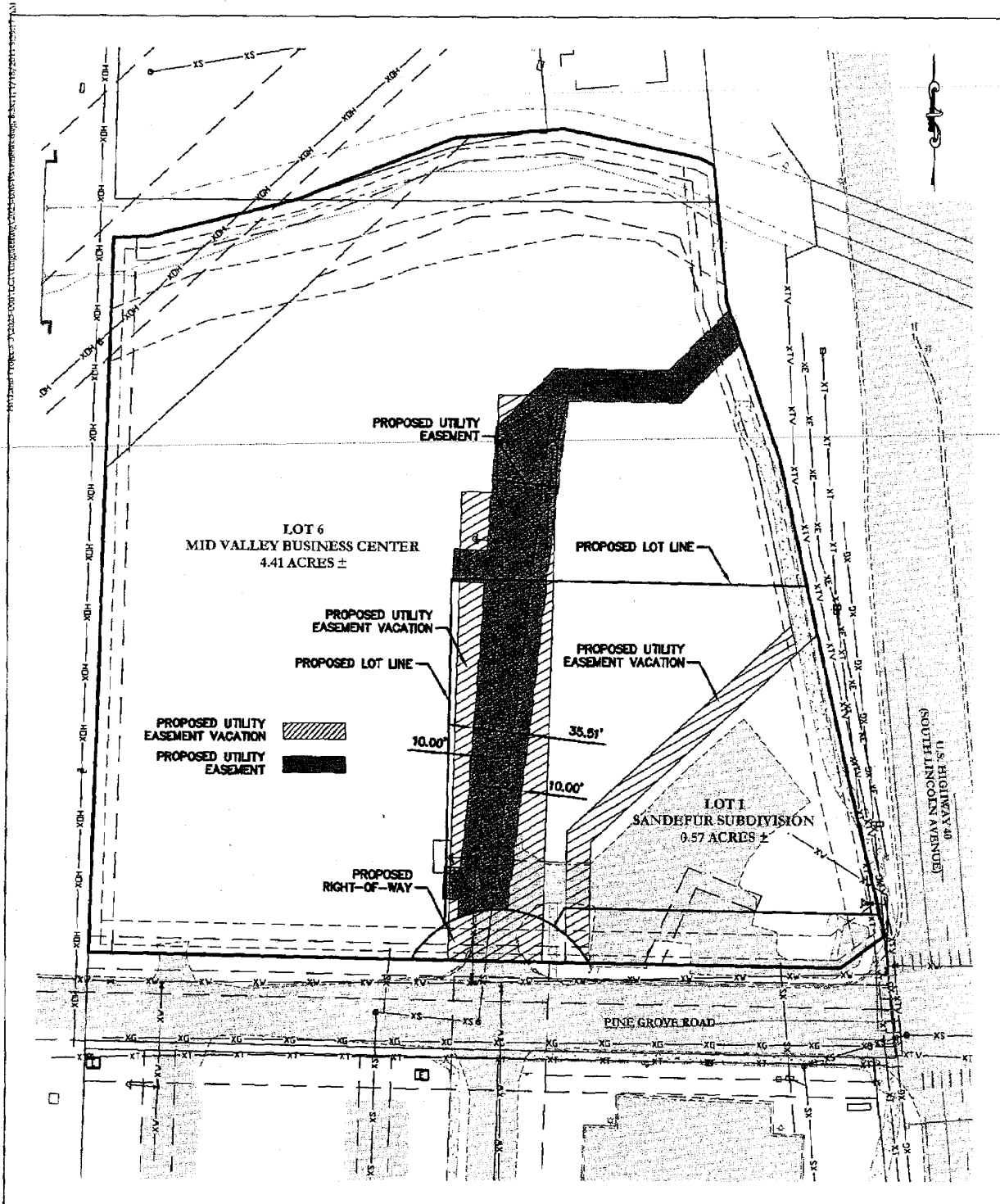
Yampa Valley Electric Assoc.
Cynthia Reed
By:
Name
Title:

Atmos Energy
Clay Russell
By:
Name
Title: Operational Supervisor

Qwest
Chad Henkel
By:
Name
Title:

Mt. Werner Water
Jay Gallagher
By:
Name
Title:

P: FORMS/EasementVacation.doc
Revised 04/20/06



<p>141 9th Street - P.O. Box 723943 Steamboat Springs, Colorado 80477 Phone (970) 571-9194 - Fax (970) 873-9259 www.LANDMARK-CO.com</p>	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> <th>INT.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	REVISIONS	INT.					<p>City South Steamboat Springs, CO</p>	<p>SHEET NO. 1 OF 1</p>
	NO.	DATE	REVISIONS	INT.							
<p>DATE: 1-17-2010 DWA BY: ES JOB NO: 2005-106 DWN BY: RE DVG NO: EasementVacat SURV. BY: ES</p>	<p>Horizontal Scale 1" = 80'</p>	<p>Easement Vacation</p>									

FAX COVER SHEET
Yampa Valley Electric Association
PO Box 771218
Steamboat Springs, CO 80477
(970) 879-1160

To: Landmark

Attn: Ryan Spaustat

Date: 1/19/2011

Fax #: 871-9299

Total Pages (including cover page): 2



**EASEMENT VACATION/EASEMENT VERIFICATION SHEET
UTILITY COMPANY NOTIFICATION**

Name of Appellant: Olson Development, LLC c/o Ryan Spaustat
Landmark Consultants, Inc., 141 9th Street, Steamboat Springs, CO 80487
Home Phone: N/A **Work Phone:** 871-9494
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Comcast
Jon Prather
By: _____
Name _____
Title: _____

Yampa Valley Electric Assoc.
~~Cynthia Reed~~ **LARRY COVILLO**
By: Larry Covillo
Name Larry Covillo
Title President

Atmos Energy
Clay Russell
By _____
Name _____
Title _____

Qwest
Chad Henkel
By _____
Name _____
Title _____

Mt. Werner Water
Jay Gallagher
By _____
Name _____
Title _____

P: FORMS/EasementVacation.doc
Revised 04/20/06



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Comcast
Jon Prather
By: _____
Name _____
Title: _____

Yampa Valley Electric Assoc.
Cynthia Reed
By: _____
Name _____
Title _____

Atmos Energy
Clay Russell
By: _____
Name _____
Title _____

Qwest
~~**Chad Henkel**~~
By: *[Signature]*
Name FERRY SPEER
Title MANAGER ENGINEERING
NO PROBLEMS

Mt. Werner Water
Jay Gallagher
By: _____
Name _____
Title _____

P: FORMS/EasementVacation.doc
Revised 04/20/06

AGENDA ITEM # 11

CITY COUNCIL COMMUNICATION FORM

FROM: Kim Weber, Manager of Budget and Tax (Ext. 250)

THROUGH: Deb Hinsvark, Finance Director (Ext. 240)
Wendy DuBord, Interim City Manager (Ext. 219)

DATE: February 15, 2011

RE: Second reading for an ordinance making City Sales & Use Tax Code amendments for improved clarity and consistency of our Sales & Use Tax Code.

INFORMATION
 MOTION
 ORDINANCE

I. **REQUEST OR ISSUE:**

The purpose of this communication form is to adopt an ordinance making amendments to the City Sales & Use Tax Code. These amendments include changes to improve consistency with the way the Code is being enforced, to capitalize words used throughout the document that are formally defined in the Code, and to correct spelling or typographical errors. Because of the change in capitalization of defined terms, every page of the Code is affected by this ordinance. I apologize for providing you with all of the pages of the Code, but to ensure the proper changes are made we needed to provide the whole document.

The industrial enterprise zone language is being deleted because of the expiration January 1, 2010. If there is a desire in the future by City Council to put an enterprise zone in place there will need to be language added and all TABOR issues will need to be addressed at that time. This particular part of the Code is no longer applicable and needs to be eliminated.

II. **RECOMMENDED ACTION:**

Staff recommends the adoption of the amendments to the Tax Code.

III. **FISCAL IMPACTS:**

Minimal impacts.

IV. **BACKGROUND INFORMATION:**

The City of Steamboat Springs Sales and Use Tax Code was originally adopted in 1973. The City of Steamboat Springs Finance Department advocates that taxpayers will benefit from a revised code that reflects current enforcement procedures and that has clear and consistent language. As a part of this we are capitalizing all of the defined terms. Therefore, there all of the pages of the Code are affected by this ordinance. I apologize for providing you with all of the pages of the Code, but to ensure the proper changes are made we needed to provide the whole document.

V. **LEGAL ISSUES:**

These changes will not extend Tax Code authority. All changes have been reviewed and approved by the City of Steamboat Springs Staff Attorney.

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:**

None.

VII. **SUMMARY AND ALTERNATIVES:**

The City of Steamboat Springs Finance Department requests that City Council approve the proposed amendments of the Tax Code by adopting the Ordinance.

CITY OF STEAMBOAT SPRINGS, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF THE CITY SALES & USE TAX CODE TO IMPROVE CLARITY AND CONSISTENCY, TO CAPITALIZE DEFINED TERMS, AND TO CORRECT SPELLING OR TYPOGRAPHICAL ERRORS.

WHEREAS, City Council wishes to benefit taxpayers by providing an updated and accurate Sales and Use Tax Code.

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

Section 1. The City's Sales and Use Tax Code is amended as attached in Exhibit A.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2011.

**Cari Hermacinski, President
Steamboat Springs City Council**

ATTEST:

**Julie Franklin, CMC
City Clerk**

Note: Words struck out (~~word~~) are to be removed.

Words highlighted in yellow are to be added.

Words highlighted in pale blue are newly capitalized, because they are defined terms or phrases.

Words highlighted in maroon are formatted as such in the Municipal Code and those highlights do not indicate any changes we are making.

Steamboat Springs, Colorado, Code of Ordinances >> PART II - STEAMBOAT SPRINGS REVISED MUNICIPAL CODE >> Chapter 22 - TAXATION >>

Chapter 22 - TAXATION ^[58]

ARTICLE I. - IN GENERAL

ARTICLE II. - ENTERPRISE ZONES

ARTICLE III. - SALES, USE AND ACCOMMODATIONS TAXES

ARTICLE IV. - TELEPHONE OCCUPATION TAX

. FOOTNOTE(S):

⁽⁵⁸⁾ **Cross reference**— Finance, ch. 8; Licenses, permits and miscellaneous Business regulations, ch. 12. [\(Back\)](#)

⁽⁵⁸⁾ **State Law reference**— Municipal Taxation and Finance, C.R.S. § 31-20-101 et seq. [\(Back\)](#)

Steamboat Springs, Colorado, Code of Ordinances >> PART II - STEAMBOAT SPRINGS REVISED MUNICIPAL CODE >> Chapter 22 - TAXATION >> ARTICLE I. - IN GENERAL >>

ARTICLE I. - IN GENERAL

Secs. 22-1—22-25. - Reserved.

Secs. 22-1—22-25. - Reserved.

Steamboat Springs, Colorado, Code of Ordinances >> PART II - STEAMBOAT SPRINGS REVISED MUNICIPAL CODE >> Chapter 22 - TAXATION >> ARTICLE II. - ENTERPRISE ZONES >>

ARTICLE II. - ENTERPRISE ZONES

DIVISION 1. - GENERALLY

DIVISION 2. - COMMERCIAL ENTERPRISE ZONES

DIVISION 3. - INDUSTRIAL ENTERPRISE ZONES

Steamboat Springs, Colorado, Code of Ordinances >> PART II - STEAMBOAT SPRINGS REVISED MUNICIPAL CODE >> Chapter 22 - TAXATION >> ARTICLE II. - ENTERPRISE ZONES >> DIVISION 1. - GENERALLY >>

DIVISION 1. - GENERALLY

Secs. 22-26—22-35. - Reserved.

Secs. 22-26—22-35. - Reserved.

Steamboat Springs, Colorado, Code of Ordinances >> PART II - STEAMBOAT SPRINGS REVISED MUNICIPAL CODE >> Chapter 22 - TAXATION >> ARTICLE II. - ENTERPRISE ZONES >> DIVISION 2. - COMMERCIAL ENTERPRISE ZONES >>

DIVISION 2. - COMMERCIAL ENTERPRISE ZONES

Sec. 22-36. - Title of division.

Secs. 22-37—22-44. - Reserved.

Secs. 22-45—22-55. - Reserved.

Sec. 22-36. - Title of division.

This division shall be known and may be cited as the Commercial Enterprise Zone Ordinance of the **City**.

(Code 1975, § 4.18.010)

Secs. 22-37—22-44. - Reserved.

Editor's note— Ord. No. 2269, § 1, adopted Aug. 18, 2009, deleted §§ 22-37—22-44, which pertained to commercial enterprise zones and derived from Code 1975, §§ 3.18.020, 4.18.070, 4.18.080, 4.18.090, 4.18.030—4.18.060.

Secs. 22-45—22-55. - Reserved.

Steamboat Springs, Colorado, Code of Ordinances >> PART II - STEAMBOAT SPRINGS REVISED MUNICIPAL CODE >> Chapter 22 - TAXATION >> ARTICLE II. - ENTERPRISE ZONES >> DIVISION 3. - INDUSTRIAL ENTERPRISE ZONES >>

DIVISION 3. - INDUSTRIAL ENTERPRISE ZONES

Sec. 22-56. - Title of division.

Sec. 22-57. - Findings.

Sec. 22-58. - Enforcement of division; authority to prescribe additional regulations.

Sec. 22-59. - Effect on zoning regulations.

Sec. 22-60. - Program term.

Sec. 22-61. - Designation of **Businesses**.

Sec. 22-62. - Benefits authorized; period of eligibility.

Sec. 22-63. - Applicability of benefits for **Businesses** with multiple locations.

Sec. 22-64. - Termination of benefits.

Secs. 22-65—22-85. - Reserved.

Sec. 22-56. - Title of division.

This division shall be known and may be cited as the Industrial Enterprise Zone Ordinance of the **City**.

(Code 1975, § 4.20.010)

Sec. 22-57. - Findings.

The **City Council** hereby finds and declares that:

(1)

The peace, health, safety and welfare of the citizens of the **City** are dependent upon the continued encouragement, development and expansion of opportunities for employment in the private sector of the **City**;

(2)

The economy of the **City** is highly dependent upon one industry as a destination ski resort; and

(3)

The **City** needs new employment opportunities to overcome conditions of unemployment, underemployment, chronic and repeated economic distress and sudden and severe economic dislocations which from time to time exist within the **City** because of the dependency of the economy of the **City** upon one industry.

It is therefore declared to be the policy of the **City**, in order to provide incentives for private enterprise to expand and for new **Businesses** to locate within the **City** and to provide more job opportunities for **Residents** of the **City**, to establish a program for **Tax** incentives and other assistance for enterprises in designated areas of the **City** known as industrial enterprise zones.

(Code 1975, § 4.20.020)

Sec. 22-58. – Enforcement of division; authority to prescribe additional regulations.

The Director of Finance of the City is charged with the enforcement of the provisions of this division and is hereby authorized and empowered to prescribe, adopt, promulgate and enforce rules and regulations pertaining thereto.

(Code 1975, § 4.20.070)

Sec. 22-59. – Effect on zoning regulations.

Nothing in this division shall affect any zoning measure of the City.

(Code 1975, § 4.20.080)

Sec. 22-60. – Program term.

From and after the designation of the first industrial enterprise zone under this division, this division shall be nonrepealable, and the benefits set forth in section 22-62 shall be nonamendable until January 1, 2010. The period of time from the date of the adoption of this division to January 1, 2010, shall, for the purposes of this division, be considered the program term. It is the intention of the City Council that this program should be reviewed, evaluated, amended, continued or discontinued upon completion of the program term.

(Code 1975, § 4.20.090)

Sec. 22-61. – Designation of Businesses.

The provisions of this division shall apply to such Businesses located within industrial zoned areas within the City as the City Council shall from time to time designate by resolution.

(Code 1975, § 4.20.030)

Sec. 22-62. – Benefits authorized; period of eligibility.

(a)

Each Business designated under this division shall be entitled to the following benefits:

(1)

Exemption from Sales and Use Taxes on Purchases. Purchases of Construction Materials, parts, equipment, machinery, machine tools, trucks, automobiles, construction machinery, construction equipment and utilities for the sole and exclusive Use of such Businesses shall be exempt from Taxation under article III of this chapter. For the purposes of this section, the term "Purchases" shall include all acquisitions, whether by lease or outright Purchase.

(2)

Exemption from Sales and Use Taxes on Sales. Sales of parts, equipment, machinery or machine tools by such Businesses shall be exempt from taxation under article III of this chapter.

(b)

Each Business so designated shall be entitled to the Sales and Use Tax Exemptions set forth in this section for the shorter of a period of twenty (20) years from and after designation by the City Council, or the remaining term of the program as defined in section 22-60, unless sooner terminated in accord with section 22-64.

(Code 1975, § 4.20.040)

Sec. 22-63. – Applicability of benefits for Businesses with multiple locations.

Should any Business designated under this division have more than one Business location within the City, the benefits set forth in this division shall only apply to those Business activities which are solely and exclusively related to and conducted on that Business location which is located within industrial zoned areas annexed to the City in 1989. For the purpose of this section, a construction site is not considered a Business location.

(Code 1975, § 4.20.050)

Sec. 22-64. - Termination of benefits.

The transfer of ownership or any part thereof in a **Business** designated under this division shall not result in the termination of benefits, nor shall a change in **Business** structure result in the termination of benefits. However, the benefits set forth in this division shall terminate upon the happening of any one of the following events:

(1)

*Material change in operation of **Business**.* Within the resolution of designation, the **City Council** shall set forth the elements of the **Business** operation qualifying the **Business** for designation. A material change in these elements of the **Business** operation shall result in a termination of the benefits under this division.

(2)

*Termination of **Business** or change in location of **Business**.* Should the **Business** cease to operate or should the **Business** relocate to another site, including relocation to another industrial-zoned location within the **City**, it shall result in a termination of the benefits under this division, but would not prohibit the **Business** from reapplying for designation at its new location.

(Code 1975, § 4.20.060)

Secs. 22-65—22-85. - Reserved.

Steamboat Springs, Colorado, Code of Ordinances >> PART II - STEAMBOAT SPRINGS REVISED MUNICIPAL CODE >> Chapter 22 - TAXATION >> ARTICLE III. - SALES, USE AND ACCOMMODATIONS TAXES >>

ARTICLE III. - SALES, USE AND ACCOMMODATIONS TAXES ^[59]

DIVISION 1. - GENERALLY

DIVISION 2. - ADMINISTRATION AND ENFORCEMENT

DIVISION 3. - SALES TAX

DIVISION 4. - USE TAX

DIVISION 5. - PUBLIC ACCOMMODATIONS TAX

DIVISION 6. - EXCISE TAX ON NEW CONSTRUCTION

. FOOTNOTE(S):

⁽⁵⁹⁾ **Editor's note**— Ord. No. 1246, Part 1, adopted Nov. 19, 1991, repealed Code 1975, Title 4, Chapter 16, from which the provisions of former Art. III, relative to **Sales, Use and Accommodations Taxes**, derived. Said Ord. No. 1246 enacted new provisions relative to similar subject matter which have been included herein within the substantive sections of new Art. III. See the Code Comparative Table for a specific derivation of these ordinance provisions. ([Back](#))

Steamboat Springs, Colorado, Code of Ordinances >> PART II - STEAMBOAT SPRINGS REVISED MUNICIPAL CODE >> Chapter 22 - TAXATION >> ARTICLE III. - SALES, USE AND ACCOMMODATIONS TAXES >> DIVISION 1. - GENERALLY >>

DIVISION 1. - GENERALLY

Sec. 22-86. - Definitions.

Sec. 22-87. - Intent of article.

Secs. 22-88—22-100. - Reserved.

Sec. 22-86. - Definitions.

When not clearly otherwise indicated by the context, the following terms, words, and phrases as used in this article shall have the following meanings:

Capitalized words or phrases used in Article III are defined below. Any capitalized terms used in this Article, not defined in this section, shall have the meaning defined in other sections of the Steamboat Springs Municipal Code.

(1)

Sales Tax defined. The Steamboat Springs Sales Tax is levied on all **Sales**, leases and rentals at **Retail** on the basis of, the **Purchase or Sale Price on Purchases of Tangible Personal Property** and specific services **Taxable** hereunder. All **Sales and Purchases of Tangible Personal Property** are subject to the **Tax**, except as specifically exempted, **Sales and Purchases** of services as specifically set forth in section 22-182 are subject to the **Tax**. The **Tax** is in reality imposed on the **Purchaser**. The duty is imposed on the seller to collect and remit the **Tax** to the **City** under the

penalties for failure to do so as prescribed herein.

(2)

Use Tax defined. Means the Tax paid or required to be paid by a Consumer for Using, Storing, Distributing or otherwise Consuming Tangible Personal Property or Taxable Services inside the City. The Steamboat Springs Use Tax is levied upon the privilege of Using, Storing, Distributing or otherwise Consuming Taxable Tangible Personal Property and Taxable Services (as described in section 22-197) in the City of Steamboat Springs which property or service is Purchased, leased or rented at Retail and not subjected to the Steamboat Springs Sales Tax, without regard to whether the property or service is Purchased either from sources within or without the City. Nonresident Persons Engaged in Business in Steamboat Springs as defined, are required to collect and remit the Use Tax on Taxable transactions.

(3)

Distinction between Sales and Use Tax. The primary distinction between the Sales Tax and Use Tax is that the Sales Tax is collected by Persons Engaged in Business in the City from the Purchaser or Consumer, and such Person pays the Tax to Steamboat Springs, while in the absence of that Tax charge, then the Use Tax is levied directly upon the Person who Purchases the commodities or services and Uses the same in Steamboat Springs, which Person must make remittance of the Tax, together with Returns showing the Purchase and the Use of articles which are subject to the Tax, directly to the City of Steamboat Springs.

(4)

Accommodations means the transaction of furnishing rooms or Accommodations by any Person, partnership, association, corporation, estate, receiver, trustee, assignee, lessee, or Person acting in a representative capacity or any other combination of individuals by whatever name known to a Person who for a consideration Uses, possesses, or has the right to Use or possess any room in a hotel, motel, home, condominium, campsite, inn, bed and breakfast residence, apartment hotel, lodging house, motor hotel, guest house, guest ranch, trailer coach, mobile home, auto camp, or trailer court and park, or similar establishment, under any concession, permit, right of access, license to Use, or other agreement, or otherwise.

(5)

Access Services means the services furnished by a local exchange company to its customers who provide Telecommunications Services which allow them to provide such Telecommunications Services.

(6)

Auction Sale means any Sale where Tangible Personal Property is sold by an auctioneer who is either the agent for the owner of such property or is in fact the owner thereof.

(7)

Automotive Vehicle means any vehicle, including every device in, upon, or by which any Person or property is or may be transported or drawn upon a public highway, or any device Used or designed for aviation or flight in the air. Automotive Vehicle includes, but is not limited to, motor vehicles, trailers, or semi-trailers, and mobile homes. Automotive Vehicle shall not include devices moved by human power or Used exclusively upon stationary rails or tracks. (See also section 22-86(34), Mobile Machinery and Self-Propelled Construction Equipment.)

(8)

Business means all activities engaged in or caused to be engaged in with the object of gain, benefit, or advantage, direct or indirect.

(9)

Capital Expenditure as used in this article, means an expenditure made by the City of Steamboat Springs for the purpose of providing a permanent addition or improvement to property of the City made with the expectation of existence for an indefinite period. The term furthermore includes those expenditures for that category of items which, when privately owned, are treated as depreciable by the United States Internal Revenue Service for income Tax purposes, including but not limited to, the Purchase of major equipment and motor vehicles.

(10)

Charitable Organization means any entity organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition (but only if no part of its activities involve the provision of athletic facilities or equipment), or for the prevention of cruelty to children or animals, no part of the net earnings of which inures to the benefit of any private shareholder or individual, no substantial part of the activities of which is carrying on propaganda, or otherwise attempting, to influence legislation, and which does not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

(11)

City means the City of Steamboat Springs or its jurisdictional limits, as the case may be.

(12)

City Council means the elected legislative body of the City of Steamboat Springs.

(13)

City Manager or *Manager* means the City Manager of the City of Steamboat Springs or any duly authorized agent or representative acting in his/her stead or behalf.

(14)

City Treasurer or *Finance Director* means the City Treasurer or Finance Director of the City of Steamboat Springs or such other Person designated by the municipality; "City Treasurer or Finance Director" shall also include such

- Person's** designee.
- (15) *Code* means the Sales and Use Tax Code of the City of Steamboat Springs or any of the adopted Codes of the City of Steamboat Springs as the context indicates.
- (16) *Construction Materials* means **Tangible Personal Property** which, when combined with other **Tangible Personal Property**, loses its identity to become an integral and inseparable part of a completed structure. Materials, when used for forms, or other items which do not remain as an integral or inseparable part of a completed structure or project are not **Construction Materials**.
- (17) *Consumer* means (A) any individual **Person** or (B) **Person Engaged in Business in the City** who **Uses, Stores, Distributes** or otherwise **Consumes** in the **City** **Tangible Personal Property** or **Taxable Services Purchased** from sources inside or outside the **City**.
- (18) *Consumption* means the act or process of **Consuming**; it includes waste, destruction, or **Use**. Consumption is the normal **Use** of property for the purpose for which it was intended.
- (19) *Department of Finance* or *Department* means the **Department of Finance** of the City of Steamboat Springs, of which is responsible for the administration of the **City Sales** and **Use Tax Codes**.
- (20) *Distribution* means the act of **Distributing** any article of **Tangible Personal Property Purchased** at **Retail** for **Use** or **Consumption**, which may include, but not be limited to, the **Distribution** of advertising gifts, shoppers guides, catalogues, directories, or other property given as prizes, premiums, or for goodwill or in conjunction with the **Sales** of other commodities or services.
- (21) *Drugs Dispensed in Accordance with a Prescription* means drugs dispensed in accordance with any order in writing, dated and signed by a licensed practitioner of the healing arts, or given orally by a practitioner, and immediately reduced to writing by the pharmacist, assistant pharmacist, or pharmacy intern, specifying the name and address of the Person for whom the medicine, drug or poison is offered and directions, if any, to be placed on the label.
- (22) *Engaged in Business in the City* means performing or providing services or selling, leasing, renting, delivering or installing **Tangible Personal Property** for **Storage, Use** or **Consumption** within the **City**. Engaged in **Business** in the **City** includes, but is not limited to, any one of the following activities by a **Person**:
- a. Directly, indirectly, or by a subsidiary maintains a building, store, office, salesroom, warehouse, or other place of **Business** within the taxing jurisdiction;
 - b. Sends one or more employees, agents or commissioned sales persons into the taxing jurisdiction to solicit **Business** or to install, assemble, repair, service, or assist in the **Use** of its products, or for demonstration or other reasons;
 - c. Maintains one or more employees, agents or commissioned sales persons on duty at a location within the taxing jurisdiction;
 - d. Owns, leases, rents or otherwise exercises control over real or Personal Property within the taxing jurisdiction;
 - e. Makes more than one delivery into the taxing jurisdiction within a twelve-month period; or
- (23) *Excess Tax* means that amount of **Tax** collected during a reporting period that is in **Excess** of four (4) percent **the imposed percentage rate of Sales and Use Tax as defined in Section 22.181 and Section 22.196, of City Net Taxable Sales and Services**, and which excessive collection must be remitted to the **City** using the method prescribed herein.
- (24) *Exempt Commercial Packaging Materials* means containers, labels and shipping cases sold to a **Person** engaged in **Manufacturing**, compounding, wholesaling, jobbing, retailing, packaging, **Distributing** or bottling for **Sale, profit or Use** that meets all of the following conditions: (i) is **Used** by the manufacturer, compounder, **Wholesaler**, jobber, **Retailer**, packager, distributor or bottler to contain or label the finished product; (ii) is transferred by said **Person** along with and as a part of the finished product to the **Purchaser**; and (iii) is not returnable to said **Person** for reuse.
- (25) *Exemptions* means those deductions from **adjusted Gross Sales and Services** in order to arrive at a **Taxable** base, which **Exemptions** may include exempt transactions (in whole or in part), **Sale** or **Purchase** of exempt commodities, articles or services, or **Sale** to exempt "**Persons**" who may either be exempt on their direct **Purchase** or exempt on the

- type of commodity, articles or services **Purchased**, all as set forth in section 22-183.
- (26) *Farm **Closeout Sale*** means full and final disposition of all **Tangible Personal Property** previously **Used** by a farmer or rancher in farming or ranching operations which are being abandoned.
- (27) *Food* means **Food** for domestic home **Consumption** as defined in 7 U.S.C. section 2012(g) as amended, for purposes of the federal **Food** stamp program as defined in 7 U.S.C. section 2012(h), as amended, except that "**Food**" does not include carbonated water marketed in containers; chewing gum; seeds and plants to grow **Food**; prepared salads and salad bars; cold sandwiches; deli trays; and **Food** or drink vended by or through machines or non-coin operated coin collecting **Food** and snack devices on behalf of a **Vendor**.
- (28) *Gross **Sales and service** or **Gross Taxable Sales*** means the total amount received in money, credit, property or other consideration valued in money for all **Sales**, leases, or rentals of **Tangible Personal Property** or services.
- (29) *License* means a City of Steamboat Springs **Sales** and **Use Tax License**.
- (30) *Linen **Services*** means services involving provision and cleaning of linens, including but not limited to rags, uniforms, coveralls and diapers.
- (31) *Lodging **Services***: (See "Accommodations")
- (32) *Manufacturing* means the application of manual labor or machinery time to materials to produce a usable item of **Tangible Personal Property** or to provide a service. Sales to and **Purchases** of **Tangible Personal Property** by a **Person** engaged in the **Business** of **Manufacturing**, compounding for **Sale**, profit or **Use**, any article, substance, or commodity, which **Tangible Personal Property** enters into the processing of or becomes an ingredient or component part of the product or service which is manufactured, compounded, or furnished, and the container, label, or the furnished shipping case thereof, shall be deemed to be **Wholesale Sales** and shall be exempt from **Sales Tax**.
- (33) *Medical **Supplies*** means **Drugs Dispensed in Accordance with a Prescription**; insulin in all its forms dispensed pursuant to the direction of a licensed physician; glucose useable for treatment of insulin reactions; urine and blood-testing kits and materials; insulin measuring and injecting devices, including hypodermic syringes and needles; **Prosthetic Devices**; wheelchairs and hospital beds; drugs or materials when furnished by a doctor as part of professional services provided to a patient; and corrective eyeglasses, contact lenses, or hearing aids.
- (34) ***Mobile Machinery and Self-Propelled Construction Equipment*** means those vehicles, self-propelled or otherwise, which are not designed primarily for the transportation of **Persons** or cargo over the public highways, and those motor vehicles which may have originally been designed for the transportation of **Persons** or cargo over the public highways, and those motor vehicles which may have originally been designed for the transportation of **Persons** or cargo but which have been redesigned or modified by the mounting thereon of special equipment or machinery, and which may be only incidentally operated or moved over the public highways. This definition includes but is not limited to wheeled vehicles commonly **Used** in the construction, maintenance, and repair of roadways, the drilling of wells, and the digging of ditches. (See also section 22-86(7), Automotive Vehicle.)
- (35) *Net **Taxable Sales and Services*** means adjusted **Gross Sales and Services** less authorized "**Exemptions**" therefrom.
- (36) *Newspaper* means a publication, printed on newsprint, intended for general circulation, and published regularly at short intervals, containing information and editorials on current events and news of general interest. The term **Newspaper** does not include: magazines, trade publications or journals, credit bulletins, advertising inserts, circulars, directories, maps, racing programs, reprints, **Newspaper** clipping and mailing services or listings, publications that include an updating or revision service, or books or pocket editions of books.
- (37) *Notice*. All **Notices** required to be given under the provisions of this article shall be in writing and given personally or by postpaid first class mail to the addressee's last known address, in which event **Notice** shall be sufficient for the purpose of this article unless context indicates otherwise.
- (38) ***Pay Television*** shall include, but not be limited to, cable, microwave or other television service for which a charge is imposed.
- (39) *Person*. means any individual, firm, partnership, joint venture, corporation, estate or trust, receiver, trustee, assignee, lessee or any **Person** acting in a fiduciary or representative capacity, whether appointed by court or otherwise, or any group or combination acting as a unit.
- (40) ***Preprinted Newspaper Supplements*** shall mean inserts, attachments or supplements circulated in **Newspapers** that: (1) are primarily devoted to advertising; and (2) the **Distribution**, insertion, or attachment of which is commonly paid for

by the advertiser.

(41)

Prescription Drugs for Animals means drugs dispensed in accordance with any order in writing, dated and signed by a practitioner, or given orally by a practitioner, specifying the animal for which the medicine or drug is offered and directions, if any, to be placed on the label.

(42)

Price or **Purchase Price** means the **Price** to the **Consumer**, exclusive of any direct **Tax** imposed by the federal government or by this article, and, in the case of all **Retail Sales** involving the exchange of property, also exclusive of the fair market value of the property exchanged at the same time and place of the exchange, if:

a.

Such exchanged property is to be sold thereafter in the usual course of the **Retailer's Business**, or

b.

Such exchanged property is a vehicle and is exchanged for another vehicle and both vehicles are subject to licensing, registration, or certification under the laws of this state, including, but not limited to, vehicles operating upon public highways, off-highway recreation vehicles, watercraft, and aircraft. Any money or other consideration paid over and above the value of the exchanged property is subject to **Tax**.

Price or **Purchase Price** includes:

a.

The amount of money received or due in cash and credits.

b.

Property at fair market value taken in exchange but not for resale in the usual course of the **Retailer's Business**.

c.

Any consideration valued in money, such as trading stamps or coupons whereby the manufacturer or someone else reimburses the **Retailer** for part of the **Purchase Price** and other media of exchange.

d.

The total **Price** charged on credit **Sales** including finance charges which are not separately stated. An amount charged as interest on the unpaid balance of the **Purchase Price** is not part of the **Purchase Price** unless the amount added to the **Purchase Price** is included in the principal amount of a promissory note; except the interest or carrying charge set out separately from the unpaid balance of the **Purchase Price**. An amount charged for insurance on the property sold and separately stated is not part of the **Purchase Price**.

e.

Installation, deliver and wheeling-in charges included in the **Purchase Price** and not separately stated.

f.

Transportation and other charges to effect delivery of **Tangible Personal Property** to the **Purchaser**.

g.

Indirect federal manufacturers', excise taxes, such as taxes on automobiles, ~~and tires and floor stock~~.

h.

The gross **Purchase Price** of articles sold after **Manufacturing** or after having been made to order, including the gross value of all the materials **Used**, labor and service performed and the profit thereon.

i.

Any consideration valued in money, such as trading stamps, coupons, and other media of exchange, and any labor and services rendered in exchange for any **Tangible Personal Property** and **Taxable Services**, as defined herein.

Price or **Purchase Price** shall not include:

a.

Any **Sales** or **Use Tax** imposed by the State of Colorado or by any political subdivision thereof.

b.

The fair market value of property exchanged if such property is to be sold thereafter in the **Retailer's** usual course of **Business**. This is not limited to exchanges in Colorado. Out of state ~~trade-in's~~ **trade-ins** are an allowable adjustment to the **Purchase Price**.

c.

Discounts from the original **Price** if such discount and the corresponding decrease in **Sales Tax** due is actually passed on to the **Purchaser**. An anticipated discount to be allowed for payment on or before a given date is not an allowable adjustment to the **Price** in reporting gross **Sales**.

(43)

Prosthetic Devices means any artificial limb, part, device or appliance for human **Use** which aids or replaced a bodily function; is designed, manufactured, altered or adjusted to fit a particular individual; and is prescribed by a licensed practitioner of the healing arts. **Prosthetic Devices** include but are not limited to prescribed auditory, ophthalmic or ocular, cardiac, dental, or orthopedic devices or appliances, oxygen concentrators and oxygen with related accessories.

(44)

Purchase or **Sale** means the acquisition for any consideration by any **Person** or **Tangible Personal Property** or

Taxable Services that are **Purchased**, leased, rented, sold, **Used**, **Stored**, **Distributed**, or **Consumed**, but excludes a bona fide gift of property or services. These terms include capital leases, installments and credit **Sales**, and property and services acquired by:

- a. Transfer, either conditionally or absolutely, of title or possession or both to **Tangible Personal Property**;
- b. A lease, lease-purchase agreement, rental or grant of a license, including royalty agreements, to **Use Tangible Personal Property** or **Taxable Services**; the utilization of coin operated devices, except coin-operated telephones, which do not vend articles of **Tangible Personal Property** shall be considered short term rentals of **Tangible Personal Property**;
- c. Performance of **Taxable Services**; or
- d. Barter or exchange for other property or services including coupons;
- e. The right to continuous possession or **Use** of **Tangible Personal Property** is granted under a lease or contract. The terms **Purchase** and **Sale** do not include:
 - a. A division of partnership assets among the partners according to their interests in the partnership;
 - b. The formation of a corporation by the owners of a **Business** and the transfer of their **Business** assets to the corporation in exchange for all the corporation's outstanding stock, except qualifying shares, in proportion to the assets contributed;
 - c. The transfer of assets of shareholders in the formation or dissolution of professional corporations;
 - d. The dissolution and the pro rata distribution of the corporation's assets to its stockholders;
 - e. A transfer of a partnership interest;
 - f. The transfer in a reorganization qualifying under section 368(a)(1) of the Internal Revenue Code of 1954, as amended;
 - g. The formation of a partnership by the transfer of assets to the partnership or transfers to a partnership in exchange for proportionate interests in the partnership;
 - h. The repossession of Personal Property by a chattel mortgage holder or foreclosure by a lienholder;
 - i. The transfer of assets from a parent corporation to a subsidiary corporation or corporations which are owned at least eighty (80) percent by the parent corporation, which transfer is solely in exchange for stock or securities of the subsidiary corporation;
 - j. The transfer of assets from a subsidiary corporation or corporations which are owned at least eighty (80) percent by the parent corporation to a parent corporation or to another subsidiary which is owned at least eighty (80) percent by the parent corporation, which transfer is solely in exchange for stock or securities of the parent corporation or the subsidiary which received the assets;
 - k. The transfer of assets between parent and closely held subsidiary corporations, or between subsidiary corporations closely held by the same parent corporation, or between corporations which are owned by the same shareholders in identical percentage of stock ownership amounts, computed on a share-by-share basis, when a **Tax** imposed by this article was paid by the transferor corporation at the time it acquired such assets, except to the extent that there is an increase in the fair market value of such assets resulting from the **Manufacturing**, fabricating, or physical changing of the assets by the transferor corporation. To such an extent any transfer referred to in this paragraph k. shall constitute a **Sale**. For the purposes of this paragraph k., a closely held subsidiary corporation is one in which the parent corporation owns stock possessing at least eighty (80) percent of the total combined voting power of all classes of stock entitled to vote and owns at least eighty (80) percent of the total number of shares of all other classes of stock.

(45)

Purchaser or **Consumer** means any **Person** to whom **Taxable** service has been rendered or who shall have leased, rented, or **Purchased** at **Retail**, **Taxable Services** or **Tangible Personal Property** which is **Purchased**, delivered, **Used**, **Stored**, **Distributed** or **Consumed** in the **City** upon which a **Tax** is imposed hereby.

(46)

Resident means, for the purposes of the taxation provisions herein, a **Person** who resides or maintains his domicile within the City of Steamboat Springs or who maintains one or more places of **Business** within the **City** at the time of a **Taxable** transaction as defined herein. A **Person** may have dual residency, or other places of residence or domicile, or place of **Business** outside the **City** prior to, during or after the occurrence of the **Taxable** transaction and be a "**Resident**" according to the terms of this definition.

(47)

Retail Sale or *Purchased at Retail* means all **Sales** except **Wholesale Sales**.

(48)

Retailer or *Vendor* means any **Person** selling, leasing or renting **Tangible Personal Property** or services at **Retail**. Retailer shall include any:

a.

Auctioneer;

b.

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

c.

Charitable **Organization** or governmental entity which makes **Sales** of **Tangible Personal Property** to the public, notwithstanding the fact that the merchandise sold may have been acquired by gift or donation or that the proceeds are to be **Used** for charitable or governmental purposes.

(49)

Return means the **Sales** and **Use Tax** reporting form used to report **Sales** and **Use Tax**.

(50)

School means an educational institution having a curriculum comparable to grade, grammar, junior high, high school or college, or any combination thereof, requiring daily attendance, **and** having an enrollment of at least forty (40) students, ~~and charging a tuition fee.~~

(51)

Security System Services means electronic **Security System Services**. Such term does not include non-electronic security services such as consulting or human or guard dog patrol services.

(52)

Special Accounting Basis or *Estimated Percentage Basis* means the permission to pay **City Sales** or **Use Tax** liability on a percentage of gross **Sales** or gross **Purchases**, and which is granted to facilitate **Tax** reporting to qualified **Consumers** or **Vendors** upon petition to the **City Manager** or his agent on basis prescribed in section 22-143 and elsewhere herein.

(53)

Storage means any keeping or retention of, or exercise or dominion or control over, or possession, or **Use** for any length of time, of **Tangible Personal Property** when leased, rented or **Purchased** at **Retail** from sources either within or without the **City** from any **Person** or **Vendor**.

(54)

Tangible Personal Property or *Personal Property* means corporeal Personal Property, including but not limited to **Automotive Vehicles** as herein defined, which may be seen, weighed, measured, or felt or touched, or is in any manner perceptible to the senses and for the purposes of the **Sales** and **Use Tax** and where referred to throughout this article, shall also mean and does include the specific services set out as **Taxable** in section 22-182.

(55)

Tax means the **Use Tax** due from a **Consumer** or the **Sales Tax** due from a **Retailer** or the sum of both due from a **Retailer** who also **Consumes**.

(56)

Tax Deficiency means any amount of **Tax** that is not reported or not paid on or before the due date.

(57)

Taxable Sales means gross **Sales** less any **Exemptions** and deductions specified in this article.

(58)

Taxable Services means services subject to **Tax** pursuant to this article.

(59)

Taxpayer means any **Person** obligated to collect and/or pay **Tax** under the terms of this article.

(60)

Telecommunications Services means the transmission of any two-way interactive electromagnetic communications including but not limited to voice, image, data and any other information, by the **Use** of any means but not limited to wire, cable, fiber optical cable, microwave, radio wave or any combinations of such media. "Telecommunications **Service**" includes but is not limited to basic local exchange telephone service, toll telephone service and teletypewriter service, including but not limited to residential and business service, directory assistance, cellular mobile telephone or **Telecommunication Service**, **Access Services**, specialized mobile radio and two-way pagers and paging service, including any form of mobile two-way communication. "Telecommunication **Service**" does not include separately stated non transmission services which constitute computer processing applications **Used** to act on the information to be transmitted.

- (61) **Total Tax Liability** means the total of all **Tax**, penalties or interest owed by a **Taxpayer** and shall include **Sales Tax** collected in **Excess** of such **Tax** computed on total **Sales**.
- (62) **Use** means the exercise, for any length of time, by any **Person** within the **City** of any right, power or dominion over **Tangible Personal Property** when rented, leased or **Purchased** at **Retail** from sources either within or without the **City**, from any **Person** or **Vendor**.
- (63) **Wholesale Sale** or **Wholesale Purchase** or **Sales for Taxable Resale** means **Sales** to **Licensed Retailers**, jobbers, dealers or **Wholesalers** for resale. Sales by **Wholesalers** to **Consumers** are not **Wholesale Sales**. Sales by **Wholesalers** to non-**Licensed Retailers** are not **Wholesale Sales**.
- (64) **Wholesaler** means any **Person** selling to **Retailers**, jobbers, dealers, or other **Wholesalers**, for resale, and not for **Storage, Use, Consumption, or Distribution**.

(Ord. No. 1246, § 16.11, 11-19-92)

Sec. 22-87. - Intent of article.

- (a) *Regarding the **Use** of Personal Property and **Taxable Services**.* It is hereby declared to be the legislative intent of the City of Steamboat Springs that for the purposes of this article, every **Person** who **Stores, Uses, Distributes,** or consumes in the **City** any article of **Tangible Personal Property,** or **Taxable Services Purchased,** leased or rented at **Retail,** as herein defined, is exercising a taxable privilege (refer to division 4 of this article pertaining to **Use Tax**).
- (b) *Regarding the **Sale** of Personal Property and **Taxable Services**.* It is hereby declared to be the legislative intent of the City of Steamboat Springs that, for the purposes of this article, every **Person** who is **Engaged in Business in the City,** as herein defined, and who shall deliver or cause to be delivered to the **Purchaser** in the **City,** any property or services **Taxable** herein is exercising a taxable privilege and shall collect the **Tax** imposed by this **Code** on the total **Purchase Price** of such article or articles of **Tangible Personal Property** or **Taxable Services** that are **Purchased,** sold, leased or rented at any time by or to every customer or buyer, in the manner hereinafter set forth (refer to division 3 of this article pertaining to **Sales Tax**).
- (c) *Constitutional preclusion from Steamboat Springs **Sales** and **Use Tax**.* All the **Sales, Uses** and other transactions which the **City** is prohibited from Taxing under the Constitution and laws of the United States, or under the Constitution of the State of Colorado are exempt hereunder.

(Ord. No. 1246, § 16.9, 11-19-92)

Secs. 22-88—22-100. - Reserved.

Steamboat Springs, Colorado, Code of Ordinances >> PART II - STEAMBOAT SPRINGS REVISED MUNICIPAL CODE >> Chapter 22 - TAXATION >> ARTICLE III. - SALES, USE AND ACCOMMODATIONS TAXES >> DIVISION 2. - ADMINISTRATION AND ENFORCEMENT >>

DIVISION 2. - ADMINISTRATION AND ENFORCEMENT

- [Subdivision I. - General Provisions](#)
- [Subdivision II. - Licenses](#)
- [Subdivision III. - Reports and Accounts](#)
- [Subdivision IV. - Collection Rights and Remedies](#)

Steamboat Springs, Colorado, Code of Ordinances >> PART II - STEAMBOAT SPRINGS REVISED MUNICIPAL CODE >> Chapter 22 - TAXATION >> ARTICLE III. - SALES, USE AND ACCOMMODATIONS TAXES >> DIVISION 2. - ADMINISTRATION AND ENFORCEMENT >> Subdivision I. - General Provisions >>

Subdivision I. - General Provisions

- [Sec. 22-101. - Authority of **Department of Finance**.](#)
- [Sec. 22-102. - Adoption of additional regulations.](#)
- [Sec. 22-103. - Powers and duties of **City Treasurer**.](#)
- [Sec. 22-104. - Powers and duties of **City Manager**.](#)

[Sec. 22-105. - Records.](#)

[Sec. 22-106. - Restrictions on employment of City employees engaged in Tax administration.](#)

[Sec. 22-107. - Liability of Vendor and Purchaser.](#)

[Sec. 22-108. - Assessment of penalties and interest.](#)

[Sec. 22-109. - Interest on overpayments and erroneous refunds.](#)

[Sec. 22-110. - Refunds generally.](#)

[Sec. 22-111. - Hearings.](#)

[Sec. 22-112. - Appeals.](#)

[Sec. 22-113. - Coordinated audit procedure.](#)

[Sec. 22-114. - Intercity claims for recovery.](#)

[Sec. 22-115. - Notices of Sales and Use Tax ordinance amendment.](#)

[Sec. 22-116. - Participation in simplification meetings; requirements.](#)

[Secs. 22-117—22-125. - Reserved](#)

[Sec. 22-101. - Authority of Department of Finance.](#)

The Department of Finance is hereby given responsibility for administration and implementation of this article under the direction of the City Manager.

(Ord. No. 1246, § 16.26(A)(1), 11-19-92)

[Sec. 22-102. - Adoption of additional regulations.](#)

The City Treasurer, with the approval of the City Manager, shall adopt rules and regulations for the administration of this article.

(Ord. No. 1246, § 16.26(A)(2), 11-19-92)

[Sec. 22-103. - Powers and duties of City Treasurer.](#)

(a)

In order to effectuate the purposes of this article, the City Treasurer, under the direction of the City Manager, shall prescribe necessary forms for the making of Returns (see section 22-142(a)), for the ascertainment, assessment, and collection of the Taxes imposed and for the proper administration and enforcement thereof, and to permit uniform methods of adding the Tax, or the average equivalent thereof, to the Purchase Price.

(b)

The City Treasurer shall have power and authority to amend, or rescind such rules and regulations adopted pursuant to section 22-102 not inconsistent with the provisions of this article, for the purpose of ascertaining the correctness of any Return or for the purpose of making an estimate of the Tax due from any Taxpayer, the City Treasurer shall have the power to examine or cause to be examined by any employee, agent or representative designated by him for that purpose, any book, papers, records or memoranda bearing upon the matters required to be included in the Return.

(Ord. No. 1246, § 16.26(B)(1), 11-19-92)

[Sec. 22-104. - Powers and duties of City Manager.](#)

The City Manager shall appoint such Persons to make such expenditures, require such reports, make such investigations, and take such other action as he deems necessary or suitable to that end. The City Manager shall determine his own organization and methods of procedure in accordance with the provisions of this article. Subject to the provisions of this article, the City Manager is authorized to appoint and prescribe the duties and powers of such officers, accountants, experts, and other Persons as may be necessary in the performance of his duty. The City Manager may delegate to any such Person so appointed, such power and authority as he deems reasonable and proper for the effective administration of this article, and in his discretion shall bond, in a sufficient amount, any Person handling money under this article.

(Ord. No. 1246, § 16.26(B)(2), 11-19-92)

[Sec. 22-105. - Records.](#)

(a)

Duties of Taxpayer.

(1)

Retention of records. It shall be the duty of every Person, firm or corporation liable to the City of Steamboat Springs for any Tax imposed on Sales, and Use Taxes, to keep and preserve for a period of three years such books, accounts, and records as may be necessary to determine the amount of such Tax liability.

(2)

Availability of records to City Treasurer. All such books, accounts, and records shall be open for examination at any time by the City Treasurer or his duly authorized agents. If such Person keeps or maintains his books, accounts and other records, or any thereof, outside of the State of Colorado, upon demand by the City Treasurer he shall make the same available at a suitable place within the State of Colorado, to be designated by the City Treasurer for examination, inspection, and audit by the City Treasurer or his duly authorized agents. The City Treasurer in his discretion may make, permit, or cause to be made the examination, inspection, or audit of books, accounts and other records so kept or maintained by such Person outside of the State of Colorado at the place where the same will be made available, provided such Person shall have entered into a binding agreement with the City of Steamboat Springs to reimburse it for all costs and expenses incurred by it in order to have such examination inspection, or audit made in such place.

(3)

Subpoena to secure records. If any Taxpayer shall refuse voluntarily to furnish any of the foregoing information when requested by the City Treasurer or his employee, agent, or representative, the City Treasurer by subpoena issued under his hand, may require the attendance of the Taxpayer and the production by him of any of the foregoing information in his possession, and may administer an oath to him and take his testimony. If the Taxpayer fails or refuses to respond to said subpoena and give testimony, the City Treasurer may apply to any judge of the District Court of the State of Colorado for a citation against such Taxpayer as for contempt, and said judge may cause arrest of such Person, and upon hearing, said judge shall have, for the purpose of enforcing obedience to the requirements of said subpoena, power to make such order as, in his discretion, he deems consistent with the law for punishment of contempt.

(4)

Subpoena to secure evidence If the City Treasurer is unable to secure from the Taxpayer information relating to the correctness of the Taxpayer's Return or the amount of the income of the Taxpayer, the City Treasurer may apply to any judge of the District of the State of Colorado for the issuance of subpoenas to such other Persons as the City Treasurer believes may have knowledge in the premises, and upon making a showing satisfactory to the court, that the Taxpayer cannot be found, or evades service of subpoena, or fails or refuses to produce his records or give testimony, or is unable to furnish such records or testimony, the judge shall have power, to cause the issuance of subpoenas under the seal of the court to the Persons sought to be so summoned requiring them or any of them to appear before said City Treasurer and give testimony relating to said Taxpayer's Return or income; and in case any of said Persons so served with subpoena shall fail to respond thereto, the judge may proceed against such Persons as in cases of contempt.

(b)

Preservation of records by City; access to records.

(1)

Preservation of records. All reports and Returns of Taxes received by the Department of Finance covered by this article shall be preserved for three (3) years and thereafter until the City Treasurer orders them to be destroyed.

(2)

Confidential nature of Returns. Except in accordance with judicial order or as otherwise provided by law, the City Treasurer, his agents, clerks and employees shall not divulge, or make known in any way any information disclosed in any document, report, or Return filed in connection with any of the Taxes covered by this article. The officials charged with the custody of such documents, reports, and Returns shall not be required to produce any of them or evidence of anything contained in them in any action or proceeding in any court, except on behalf of the City Treasurer in any action or proceeding under the provisions of any such taxing statutes when the report of facts shown thereby are directly involved in such action or proceeding, in either of which events the court may require the production of any may admit in evidence, so much of said reports, or of the facts shown thereby, as are pertinent to the action or proceeding, and no more.

(3)

Availability to Taxpayer. Nothing in this section contained shall be construed to prohibit the delivery to a Person or his duly authorized representative of a copy of any Return or report filed in connection with his Tax, and such copies may be certified by the City Treasurer or his agent or representative and when so certified shall be evidence equally with and in like manner as the originals and may be received by the courts of this state as evidence of the contents.

(4)

Publication of statistics; Return available to City attorney. Nothing in this section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or Returns and the items thereof, or the inspection of Returns by the City attorney or other legal representative of the City.

(5)

Availability to authorized parties. Notwithstanding the provisions of this section, the City Treasurer in his discretion may furnish to the taxing officials of any other state and its political subdivisions and to the United States any

information contained in **Tax Returns** and related schedules and documents filed pursuant to this article, or in the report of an audit or investigation made with respect thereto provided that said jurisdiction enters into an agreement with the **City Treasurer** to grant similar privileges to the **City** and, provided further, that such information is to be used only for **Tax** purposes.

(Ord. No. 1246, § 16.26(C),(D), 11-19-92; Ord. No. 1636, § 1, 11-10-98; Ord. No. 2269, § 1, 8-18-09)

Sec. 22-106. - Restrictions on employment of **City employees engaged in **Tax** administration.**

It shall be unlawful for any officer or employee of the **City** engaged in any administration which is governed by this article, to engage in the **Business** or profession of **Tax** accounting or to accept employment, with or without consideration, from any **Person**, firm or corporation for the purpose, directly or indirectly, of preparing **Tax Returns** or reports required by the laws of the City of Steamboat Springs, by the State of Colorado, by any other state, or by the United States Government, or to accept any employment for the purpose of advising, preparing materials or data, or the auditing of books or records to be used in an effort to defeat or cancel any **Tax**, or part thereof, that has been assessed by any **City** of the State of Colorado, any other state, or its political subdivisions, or by the United States Government.

(Ord. No. 1246, § 16.26(E), 11-19-92)

Sec. 22-107. - Liability of **Vendor and **Purchaser**.**

- (a) *Proof of exemption.* The burden of proving that any **Vendor**, **Retailer**, **Consumer** or **Purchaser** is exempt from collecting or paying the **Tax** upon any goods sold or **Purchased**, paying the same to the **City Treasurer**, or from making such **Returns**, shall be on the **Vendor**, **Retailer**, **Consumer**, or **Purchaser** under such reasonable requirements of proof as the **City Treasurer** may prescribe.
- (b) *Vendor responsibility for collection of **Tax**.* Every **Retailer** or **Vendor** engaged in **Business** and selling at **Retail** as the same are defined in this article shall, irrespective of the provisions of subsection 22-181(b), be liable and responsible for the payment of an amount equivalent to ~~four (4) percent~~ **the imposed percentage rate of Sales and Use Tax as defined in Section 22.181 and Section 22.196**, of all **Sales** made by him of commodities or services as specified in section 22-182.
- (c) *Vendor responsibility for remittance of **Tax**.* Every **Retailer** or **Vendor** engaged in **Business** and selling at **Retail** as the same are defined in this article shall file a **Return** as prescribed herein with the **City Treasurer** on or before the twentieth (20th) day of the month for the preceding month or months under report and remit an amount equivalent to ~~said four (4) percent~~ **the imposed percentage rate of Sales and Use Tax as defined in Section 22.181 and Section 22.196**, of such **Sales** and also any **Excessive Tax** collections over ~~said four (4) percent~~ **the imposed percentage rate of Sales and Use Tax as defined in Section 22.181 and Section 22.196**, as provided in subsection (f) of this section. The **Retailer** shall add the **Tax** as a separate and distinct item and such **Tax** shall be a debt from the **Consumer** to the **Retailer** and shall be recoverable at law in the same manner as other debts.
- (d) *Purchase of **Businesses**.*
- (1) *Acquisition of **Business** property.* The Steamboat Springs Tax shall be remitted on the **Price** paid for **Tangible Personal Property** which is acquired with the **Purchase** of a **Business**, and for **Use** in the operation of such **Business**. The **Tax** shall be based on the **Price** paid for such chattels as recorded in the bill of **Sale** or agreement and constituting a part of the total transaction at the time of the **Sale** or transfer, provided the valuation is as great or greater than the fair market value of such merchandise or chattels. Where the transfer of ownership is a package deal made by a lump sum transaction, the **Tax** shall be paid on the book value set up by the **Purchaser** for income **Tax** depreciation purposes, or fair market value if no determination has been made. When a **Business** is taken over in **Return** for the assumption of outstanding indebtedness owed by former owners, the **Tax** shall be paid on the fair market value of all **Taxable Tangible Personal Property** acquired by the **Purchaser**. (See also section 22-157, **Sale** or termination of **Business**.)
- (2) *Liability of **Purchaser** for unpaid **Tax**.* Purchasers of a **Business** are liable for any unpaid **Tax** of a predecessor. Vendors having outstanding accounts on which **Sales Tax** has not been remitted must compute and pay the **Tax** at the time of the **Sale**.
- (3) *Liability of seller.* The **Taxpayer** shall report such **Tax** on the Steamboat Springs Sales Tax Return as prescribed. The seller or his agent will be held liable for **Sales Tax** remittance on the **Sale** of a **Business** in the event the **Purchaser** fails to remit the **Tax** due on the **Purchase**.

- (e) *Tax on credit Sales and similar Sales.* Whenever **Tangible Personal Property** is sold, including that sold in conjunction with the **Sale** of a **Business**, which is **Taxable** hereunder, under a conditional **Sales** contract or **Purchase** contract whereby the seller retains title as security for all or part of the **Purchase Price**, or whenever the seller takes a chattel mortgage on such **Tangible Personal Property** to secure all or part of the **Purchase Price**, the total **Tax** based on the total selling **Price** shall become immediately due and payable. The **Tax** shall be charged, or collected and remitted by the **Vendor**. No refund or credit shall be allowed to either party to the transaction in case of repossession.
- (f) *Excess collections; failure to remit collections.* If any **Vendor** shall, during any reporting period, collect as a **Tax** an amount in **Excess** of ~~four (4) percent~~ **the imposed percentage rate of Sales and Use Tax as defined in Section 22.181 and Section 22.196**, of his total **Taxable Sales**, he shall remit to the **City** the full net amount of the **Tax** herein imposed and also such **Excess**. ~~If record~~ **the calculation or percentage of City and state Sales Tax collections are kept identified separately on the invoice**, the **Vendor** will remit **Excess of City Tax** collected over and above ~~four (4) percent~~ **the appropriate percentage of City Net Taxable Sales and Service**, if there is no separate ~~record kept~~ **identification of City and state Tax collections** and it is not possible to determine the **Excess** to be remitted to each, the **Vendor** shall remit ~~fifty-seven (57) percent of such the~~ **proportionate amount of the Excess to the City of Steamboat Springs, with the proportion being calculated based on the City's portion of the combined Tax rate (all Taxes due to any taxing entity)**. The retention by the **Vendor** of any **Excess of Tax** collections ~~over four (4) percent of the total Taxable Sales~~ of such **Vendor**, or the intentional failure to remit punctually to the **City** the full amount required to be remitted by the provisions of this article, is hereby declared to be a violation of this article.
- (g) *Advertisement of absorption of Tax prohibited.* It shall be unlawful for any **Taxpayer** or **Vendor** to advertise or hold out or state to the public or to any customer, directly or indirectly, that the **Tax** or any part thereof imposed by this article will be assumed or absorbed by the **Vendor** or **Taxpayer** or that it will not be added to the selling **Price** of the property sold, or, if added, that it or any part thereof will be refunded. Any **Person** violating this provision of this article shall be subject to the penalties herein provided.

(Ord. No. 1246, § 16.22(A), (C)—(H), 11-19-92)

Sec. 22-108. - Assessment of penalties and interest.

- (a) *Generally.* If any **Person** or **Taxpayer** or **Vendor** fails, neglects or refuses to collect the **Tax** or to make a **Return** and pay the **Tax** as required by this article or should fail to remit the proper amount of **Tax** or underpays the **Tax** because of negligence, fraud, or on a regular basis, penalties and interests plus any costs of collection shall be added and imposed in accordance with the following provisions and in the event the **Person**, **Taxpayer**, or **Vendor** fails to pay the additions to **Tax** penalties and interest as required by this article then the **City Treasurer** on such information as is available, shall make an estimate of the **Tax** and additions thereto and shall give to the delinquent **Taxpayer**, **Person** or **Vendor** written **Notice** of final determination—assessment and demand for payment, which assessment of deficiency amount will be due and payable ~~ten (10)~~ **twenty (20)** days after such notice.
- (b) *Failure to file Tax Return; failure to pay Tax; deficiency due to negligence.* If any **Taxpayer** or **Vendor** fails to file a **Return** or to pay the **Tax** on any **Return** required by this article on the date prescribed, therefore, the **City Treasurer** shall make an estimate of the **Tax** and shall serve on the **Taxpayer** or **Vendor** a written **Notice** of final determination—assessment, and demand for payment. A penalty of fifteen dollars (\$15.00) or ten (10) percent, whichever is greater, and interest of one percent per month of the **Tax** due shall be charged on all overdue accounts. Waiver of all such charges except interest at six (6) percent per annum may be made by the **City Treasurer** upon presentation of justifiable cause for late payment of **Taxes** due. If such **Tax Deficiency** amount, penalty and interest is not paid, or no request for hearing under section 22-111 is made ~~within~~ **twenty (20) days after written Notice** of final determination—assessment, and demand for payment is mailed to the **Taxpayer**, he shall waive his right of protest of such amount (see subsection 22-111(f)).
- (c) *Mathematical error on Tax Returns.* In the event that the amount of **Tax** is understated on the **Taxpayer's Return** due to a mathematical error, the **City** shall notify the **Taxpayer** in writing of the amount of **Tax** in **Excess** of that shown in the **Return** which is due. **At the discretion of the City Treasurer, if the Taxpayer fails to pay outstanding Tax due, they may be notified** by written **Notice** of final determination—assessment and demand for payment of the amount of **Tax** in **Excess** of that shown in the **Return** which is due and has been assessed. The **Taxpayer** shall have no right of protest of appeal as in the matter of other assessments but shall pay the **Tax** due and assessed or file an amended **Return** to show the true amount of **Tax** due within ~~ten (10)~~ **twenty (20)** days from such assessment.
- (d) *Interest.* If any amount of **Sales** or **Use Tax** is not paid on or before the last date prescribed for payment without regard to extensions in time for payment of the **Tax**, interest on such amount at the rate of twelve (12) percent per annum shall be paid for the period from such last date to the date paid. In the case of **Taxes** in which the last date for payment is not otherwise prescribed, the last date of payment shall be deemed to be the date the liability for **Tax** arises, and in no event shall it be later than the date **Notice** and demand for the **Tax** is made by the **City Treasurer** or his representative.

- (e) *Fraud with intent to evade Tax.* If any **Taxpayer** or **Vendor** fails to file a **Return** or pay the **Tax** on any **Return** required under this article on the date prescribed therefore, determined with regard to any extension of time for filing, and any part of the deficiency is due to fraud with the intent to evade the **Tax**, then there shall be added fifty (50) percent of the total amount of the deficiency and in such case, the whole amount of the **Tax** unpaid, including the additions, shall become due and payable ~~ten (10)~~ **twenty (20)** days after written **Notice** of final determination-assessment and demand for payment by the **City Treasurer** and an additional one percent per month on said amount shall be added from the date the **Return** was due until paid.
- (f) *Special penalty for returned checks.* If a **Taxpayer** pays for any **Tax** imposed pursuant to this article by check for which there are insufficient funds to cover such check, then the **Finance Director** may assess a penalty against such **Taxpayer** as follows:
- (1) Fifteen dollars (\$15.00) for the first violation;
 - (2) Thirty dollars (\$30.00) for the second violation; and
 - (3) Fifty dollars (\$50.00) for each additional violation.
- If a penalty of thirty-five dollars (\$35.00) or more has been assessed against a **Taxpayer** by the **Finance Director**, then the **Finance Director** may require such **Taxpayer** to pay all **Tax** payments, whether due or to be due in the future, by certified funds, cashier's check or cash. The penalty imposed by this subsection (f) above is in addition to all other penalties imposed pursuant to this article.
- A returned check is considered non-payment and is subject to applicable non-sufficient fund penalties and Tax penalties.**
- (g) *Special penalty recurring distraint warrants.* If any **Person**, **Taxpayer** or **Vendor** liable for the payment of a **Tax** imposed by this article has repeatedly failed, neglected, or refused to pay the same within the time specified for such payment, and the **Department of Finance** has been required to exercise its enforcement proceedings three (3) or more times through the issuance of a distraint warrant to enforce collection of any such **Taxes** due, the **City Treasurer** is hereby authorized to assess and collect the amount of such **Taxes** due together with all the interest and penalties thereon provided by law and also an additional amount for recurring warrants to compensate the **Department** for administrative and collection costs incurred in collecting such delinquent **Taxes** as follows.
- (1) Two (2) or three (3) consecutive distraint warrants issued: fifteen (15) percent of the delinquent **Taxes**, interest and penalties due or the sum of twenty-five dollars (\$25.00), whichever is greater;
 - (2) Four (4) or more consecutive distraint warrants: thirty (30) percent of the delinquent **Taxes**, interest, and penalties due or the sum of fifty dollars (\$50.00), whichever amount is greater.
- (h) *Special penalty for court summons.* If any **Person**, **Taxpayer** or **Vendor** liable for the payment of a **Tax** imposed by this article has failed, neglected, or refused to pay the same within the time specified for such payment, and the **Department of Finance** has been required to issue a court summons for the violation of this article, the **City Treasurer** is hereby authorized to assess and collect the amount of such **Taxes** due together with all the interest and penalties thereon provided by law and an additional amount equal to fifty (50) percent of the delinquent **Taxes**, accumulated penalties and interest or the sum of fifty dollars (\$50.00), whichever amount is greater, to compensate the **Department** for administrative and collection costs.
- (i) *Special penalty for incorrect registration of motor vehicle.* If the **City Treasurer** determines that a **Person** has registered or caused to be registered a motor vehicle outside the **City** and that such motor vehicle should have been registered at an address in the **City**, the **City Treasurer** is authorized to assess a civil penalty of five hundred dollars (\$500.00) against the **Person**. A written **Notice** of the penalty assessment shall be issued, paid and protested in the same manner as provided in this chapter for the collection of **Tax** due. Assessment and collection of the penalty shall not preclude the collection of any **Tax** due or fee or the imposition of any civil or criminal penalty provided by law.
- (j) *Authority to waive penalty.* The **City Treasurer** is hereby authorized to waive, for good cause shown, any penalty assessed as in this article provided.
- (1) *Interest assessment.* Interest prescribed under this section shall be paid upon **Notice** and demand, and shall be assessed, collected and paid in the same manner as the **Tax** to which it is applicable.
 - (2) *No interest assessed on credit.* If any portion of a **Tax** is satisfied by credit of an overpayment, then no interest shall be imposed under this section on the portion of the **Tax** so satisfied for any period during which, if the credit had not been made, interest would have been allowed with respect to such overpayment.
 - (3) *Interest assessment period.* Interest prescribed under this section on any **Tax** may be assessed and collected at any time during the period within which the **Tax** to which such interest relates may be assessed and collected.

Sec. 22-109. - Interest on overpayments and erroneous refunds.

- (a) Interest shall not be allowed and paid upon any overpayment in respect of any **Sales** or **Use Tax**.
- (b) Any portion of a **Sales** or **Use Tax**, or any interest, assessable penalty, additional amount, or addition to **Tax**, which has been erroneously refunded, shall bear interest at the rate of twelve (12) percent per annum from the date of the payment of the refund.

(Ord. No. 1246, § 16.28, 11-19-92)

Sec. 22-110. - Refunds generally.

- (a) *Assignment.* The right of any **Person** to a refund under this article shall not be assignable and such application for refund must be made by the same **Person** who **Purchased** the goods and paid the **Tax** thereon as shown in the invoice of the **Sale** thereof except in subsection (i) of this section.
- (b) *Proof of exemption.* The burden of proving that **Sales**, services and commodities, on which **Tax** refunds are claimed, are exempt from taxation under section 22-183 or were not at **Retail**, shall be on the one making such claim under such reasonable requirements of proof as the **City Treasurer** may prescribe.
- (c) *Disputes regarding exemption.* Should a dispute arise between the **Purchaser** and seller as to whether or not any **Sale**, service, or commodity is exempt from taxation under this article, nevertheless, the seller shall collect and the **Purchaser** shall pay the **Tax** and the seller shall issue to the **Purchaser** a receipt or certificate, on forms prescribed by the **City Treasurer** showing the names of the seller and the **Purchaser**, the items **Purchased**, the date, **Price**, amount of **Tax** paid, and a brief statement of the claim of exemption.
- (d) *Application for refund of disputed Tax.* A refund shall be made, or a credit allowed, for the **Tax** so paid under dispute by any **Purchaser** who has an exemption as in this article provided. Such refund shall be made by the **Director of Finance** after compliance with the following conditions precedent: Applications from refund must be made within sixty (60) days after the **Purchase** of the goods whereon an exemption is claimed; and must be supported by the affidavit of the **Purchaser** accompanied by the original paid invoice or **Sales** receipt and certificate issued by the seller; and be made upon such forms as shall be prescribed and furnished by the **City Treasurer** which forms shall contain such information as said **City Treasurer** shall prescribe.
- (e) *Determination by Treasurer regarding disputed Tax.* Upon receipt of such application, the **City Treasurer** shall examine same with all due speed and shall give **Notice** to the applicant by order in writing of his decision thereon. Aggrieved applicants, within twenty (20) days after such decision is mailed to them, may petition the **City Treasurer** for a hearing on the claim in the manner provided in section 22-111 and may appeal to the district courts in the manner provided herein.
- (f) *Payment of refund.* If the **City Treasurer** discovers from the examination of a **Return** within the time periods provided for the filing of refunds, or upon claim duly filed by the **Taxpayer**, or upon final judgment of a court, that the **Tax**, penalty, or interest paid by any **Taxpayer** is in excess of the amount due or has been illegally or erroneously collected, then the **City Treasurer** shall rule in favor of the **Taxpayer** for refund of such illegally collected **Tax**, penalty, or interest, regardless of whether or not such sum was paid under protest. The **City Treasurer** shall issue a warrant for the payment to the **Taxpayer**, out of the reserve of the appropriate **City** fund; provided therefore; provided, that the **City Treasurer** shall keep in his files a duplicate of said voucher and also a statement which shall set forth the reason why such refund shall have been ordered.
- (g) *Refund to offset previous Tax due.* Whenever it is established that any **Taxpayer** has, for any period open under the statutes overpaid a **Tax** imposed by this article, and that there is an unpaid balance of **Tax** and interest accrued according to the records of the **City Treasurer**, owing by the **Taxpayer** for any other period, so much of the overpayment of **Tax** plus interest allowable thereon as does not exceed amount of such unpaid balance, shall be credited thereto and any excess of the overpayment shall be refunded.
- (h) *Undercollection of Tax.* If any **Retailer** can demonstrate to the reasonable satisfaction of the **City Treasurer** or his authorized agent, that consistent, diligent application and adherence by the **Retailer** of the equivalent of ~~four (4) percent~~ **the imposed percentage rate of Sales and Use Tax as defined in Section 22.181 and Section 22.196**, bracket system rates results in actual undercollection of the **Sales Tax** by the **Retailer**, then the **City Treasurer** is authorized to allow said **Retailer** either a credit against future **Tax** liability or a refund of such undercollection, as the **City Treasurer** may determine.

- (i) *Refunds by governmental units.* The foregoing notwithstanding, however, applications for refunds submitted by the United States Government, the State of Colorado, its **Department**s or institutions, and the political subdivisions thereof, including the City of Steamboat Springs shall be submitted within eighteen (18) months after **Purchase** of the **Tangible Personal Property Purchased** by any **Person**, firm or corporation furnishing work and materials under contract, with the above governmental units on any of their properties located within the corporate limits of the City of Steamboat Springs provided, however, that the refund to the said above governmental units of all **Sales** and **Use Taxes** received by the City of Steamboat Springs in the manner aforesaid shall not exceed ninety-six (96) percent of said receipts.
- (j) *Making false or fraudulent claim.* Any applicant for refund under the provisions of this section, or any other **Person** who shall make any false statement in connection with an application for a refund of any **Taxes** shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable as provided herein.
- (k) *Recovery of refunds from **Person** convicted of violation.* If any **Person** be convicted under the provisions of this section, such convictions shall be "prima facie" evidence that all refunds received by such **Person** during the current year were obtained unlawfully and the **City Treasurer** is hereby empowered and directed to bring appropriate action for recovery of such refunds.
- (l) *Credit for **Tax** previously paid to another municipality.* The **Sales Tax** shall not apply to the **Sale** of **Tangible Personal Property** at **Retail** or the furnishing of services if the transaction was previously subjected to a **Sales** or **Use Tax** lawfully imposed on the **Purchaser** or **User** by another statutory or home rule municipality equal to or in excess of **the imposed percentage rate of Sales and Use Tax as defined in Section 22.181 and Section 22.196**. A credit shall be granted against the **City's Sales Tax** with respect to such transaction equal in amount to the lawfully imposed local **Sales** or **Use Tax** previously paid by the **Purchaser** or **User** to the previous statutory or home rule municipality. The amount of credit shall not exceed **four (4) percent the imposed percentage rate of Sales and Use Tax as defined in Section 22.181 and Section 22.196**
- (m) *Limitations of actions.* An application for refund of a **Sales** or **Use Tax** paid under dispute by a **Purchaser** or **User** who claims an exemption under this article shall be made within sixty (60) days after the **Purchase**, **Storage**, **Use** or **Consumption** of the goods or services for which the exemption is claimed. An application for refund of **Tax** moneys paid in error or by mistake shall be made within three (3) years.
- (n) *Senior citizen **Sales Tax** rebate.* Upon yearly application to the **City Treasurer**, a two hundred dollar **Sales Tax** rebate shall be made available to each individual who, prior to such application, has been a **Resident** of the **City** for at least one year, who is at least sixty-two (62) years of age or who is certified by a licensed physician of the state to be one hundred (100) percent disabled and who meets the low income adjusted income limit for one **Person** (or two (2) **Persons** if a joint federal income **Tax Return** is filed) as published by the Farmers Home administration/Housing and Urban Development for Routt County, with the exception that individuals who had participated in the program prior to January 1, 1998, will be allowed to continue provided that they continue to meet the residency requirement.
- Participants in the program must be able to demonstrate that they meet the requirements when making application for the new year. The **City Treasurer** shall prescribe the necessary forms and proof requirements sufficient to make a reasonable determination of qualification.

(Ord. No. 1246, § 16.29, 11-19-92; Ord. No. 1594, § 1, 2-17-98; Ord. No. 1831, § 1, 1-22-02)

Sec. 22-111. - Hearings.

- (a) *Request for hearing.* Any **Taxpayer** may request a hearing on any proposed **Tax** by reason of **Notice** of final determination-assessment and demand for payment or by reason of denial of his claim for refund by application to the **City Treasurer** within twenty (20) days of the mailing of a **Notice** of deficiency, assessment or denial of refund. The request for hearing shall set forth the **Taxpayer's** reasons for, and the amount of, the requested changes in the deficiency, assessment or denial of refund.
- (b) *Hearing time and place.* The **City Treasurer** shall notify the **Taxpayer** in writing of the time and place for such hearing fifteen (15) days prior thereto. In all cases, the hearing shall be held in Steamboat Springs, Colorado, at the office of the **City Treasurer**.
- (c) *No second hearing.* After a hearing under this section, the **Taxpayer** shall not be entitled to a second hearing before the **City Treasurer** on the matters set forth in his previous request for hearing.
- (d) *Conduct of hearing.* The hearing shall be held before the **Treasurer**. The **City Treasurer** is hereby authorized to administer oaths and take testimony. At the hearing, the **Taxpayer** may assert any facts, make any arguments and file any briefs and affidavits he believes pertinent to his cause.

- (e) *Request for extension of time; request for reconsideration without hearing.* In lieu of filing a request for hearing within the twenty-day period provided, the **Taxpayer** may (a) make a written request for an extension of time for hearing or (b) file a written brief and other pertinent written materials or documents and request that the **City Treasurer** reconsider the deficiency or denial of the refund claim without a hearing. Any extension of time for hearing shall not exceed ten (10) additional days, or a total of thirty (30) days from the mailing of the **Notice** of final determination—assessment and demand for payment, or final denial of refund. Any written material submitted in lieu of a hearing shall be used by the **City Treasurer** to reconsider the deficiency or the denial of refund, in the same manner as if the material had been presented at a formal hearing (see subsection 22-111(e)). Any brief must be submitted in duplicate for each assessment, deficiency or denial of refund, and must be subscribed and sworn to by the **Taxpayer** or his agent under the penalty of perjury.
- (f) *Time limit for request for hearing.* After the expiration of twenty (20) days from the mailing of the **Notice** of final determination—assessment and demand for payment or denial of refund, if the **Tax** has not been paid or if no request for hearing, or extension for hearing has been requested, or no written brief has been filed by the **Taxpayer**, then the **Notice** of final determination—assessment and demand for payment previously mailed, shall constitute a final assessment of the amount of the **Tax** specified, together with interest, additions to **Tax** penalties or shall constitute a final denial of refund, as the case may be except only for such amounts as to which the **Taxpayer** has filed a protest with the **City Treasurer**.
- (g) *Authority to adjust **Tax** or approved refund.* Based on the evidence presented at any hearing or filed in support of the **Taxpayer's** contentions at any hearing, the **City Treasurer** may modify and abate in full the **Tax**, penalty and interest questioned at the hearing or may approve a refund.
- (h) *Notice of determination.*
- (1) Upon rejection, in whole or in part, of the claim for refund or upon the finding by the **City Treasurer** that, on hearing the evidence, an assessment in whole or in part has been made against **Taxpayer** validly, the **City Treasurer** shall send a hearing determination **Notice** to the **Taxpayer** setting forth the amount of claim for refund denied or the amount of deficiency assessment of **Taxes** found due, stating therein the grounds for allowance or rejection in whole or in part.
- (2) Unless an appeal be taken as provided in section 22-112, the **Tax**, together with interest thereon and penalties, if any, shall be paid within thirty (30) days after mailing of the hearing determination **Notice** to **Taxpayer**.
- (3) This section shall not prevent a **Taxpayer** from suing for a refund or a **Taxpayer** appealing the **City Treasurer** determination as provided for in section 22-112.

(Ord. No. 1246, § 16.30, 11-19-92; Ord. No. 2269, § 1, 8-18-09)

Sec. 22-112. - Appeals.

- (a) *Right of appeal.* The **Taxpayer** may appeal the hearing determination **Notice** of the **City Treasurer** issued pursuant to section 22-111 provided such appeal is taken within thirty (30) days of the mailing of **Notice** of the hearing determination. The **Taxpayer** may request a hearing before the executive director of the state department of revenue or the delegate thereof as provided in C.R.S. 29-2-106.1 or may file such appeal with the District Court of Routt County.
- (b) *Venue.* Venue and jurisdiction to hear and determine appeals is hereby conferred on the Routt County District Court.
- (c) *Taxpayer and **City's** proof requirements.* The District Court of Routt County shall have original jurisdiction to review the proceedings, such review being conducted in accordance with Rule 106 (a)(4) of the Colorado Rules of Civil procedure.
- (d) *Bond or deposit.* Within fifteen (15) days after filing of the **Notice** of appeal, the **Taxpayer** shall file with the district court a bond in twice the amount of the **Taxes**, interest, and other charges stated in the final determination by the **City Treasurer** which are contested on appeal; provided, that the **Taxpayer** may at his option deposit the disputed amount with the **City Treasurer** in lieu of posting bond. If such amount is so deposited, no further interest shall accrue on the deficiency contested during the pendency of the action. At the conclusion of the action or the time for such appeal has expired, the funds deposited shall be, at the direction of the court either retained by the **City Treasurer** and applied against the deficiency or returned in whole or in part to the **Taxpayer**. No claim for refund of amount so deposited with the **City Treasurer** need be made by the **Taxpayer** in order for such amounts to be repaid in accordance with the direction of the court.
- (e) *Judgment on appeal.* The final decision made in such appeal shall be entered as a judgment as in other civil cases against the **Taxpayer** or against the **City Treasurer** as the case may be.

(Ord. No. 1246, § 16.31, 11-19-92)

Sec. 22-113. - Coordinated audit procedure.

- (a) *Eligibility.* Any **Taxpayer Licensed** in this **City** pursuant to sections 22-126 through 22-130, and holding a similar **Sales Tax License** in at least four other Colorado municipalities that administer their own **Sales Tax** collection, may request a coordinated audit as provided herein.
- (b) *Request.* Within fourteen (14) days of receipt of **Notice** of an intended audit by any municipality that administers its own **Sales Tax** collection, the **Taxpayer** may provide to the **Finance Director** of this **City**, by certified mail, return receipt requested, a written request for a coordinated audit indicating the municipality from which the **Notice** of intended audit was received and the name of the official who issued such **Notice**. Such request shall include a list of those Colorado municipalities utilizing local collection of their **Sales Tax** in which the **Taxpayer** holds a current **Sales Tax License** and a declaration that the **Taxpayer** will sign a waiver of any passage-of-time based limitation upon this **City's** right to recover **Tax** owed by the **Vendor** for the audit period.
- (c) *Audit limitation.* Except as provided in paragraph (g), any **Taxpayer** that submits a complete request for a coordinated audit and promptly signs a waiver of section 22-170(a) may be audited by this **City** during the twelve (12) months after such request is submitted only through a coordinated audit involving all municipalities electing to participate in such an audit.
- (d) *Notice to other municipalities.* If this **City** desires to participate in the audit of a **Taxpayer** that submits a complete request for a coordinated audit pursuant to paragraph (c), the **Finance Director** shall so notify the **Finance Director** of the municipality whose **Notice** of audit prompted the **Taxpayer's** request for a coordinated audit. The **Finance Director** shall then cooperate with other participating municipalities in the development of arrangements for the coordinated audit, including arrangement of the time during which the coordinated audit will be conducted, the period of time to be covered by the audit, and a coordinated **Notice** to the **Taxpayer** of those records most likely to be required for completion of the coordinated audit.
- (e) *Audit coordinator.* If the **Taxpayer's** request for a coordinated audit was in response to a **Notice** of audit issued by this **City**, this **City's Finance Director** shall facilitate arrangements between this **City** and other municipalities participating in the coordinated audit unless and until an official from some other participating municipality agrees to assume this responsibility. The **Finance Director** shall cooperate with other participating municipalities to, whenever practicable, minimize the number of auditors that will be present on the **Taxpayer's** premises to conduct the coordinated audit on behalf of the participating municipalities. Information obtained by or on behalf of those municipalities participating in the coordinated audit may be shared only among such participating municipalities.
- (f) *Taxpayer notice.* If the **Taxpayer's** request for a coordinated audit was in response to a **Notice** of audit issued by this **City**, this **City's Finance Director** shall, once arrangements for the coordinated between the **City** and other participating municipalities are completed, provide written **Notice** to the **Taxpayer** of which municipalities will be participating, the period to be audited and the records most likely to be required by participating municipalities for completion of the coordinated audit. The **Finance Director** shall also propose a schedule for the coordinated audit.
- (g) *Restrictions.* The coordinated audit procedure set forth in this section shall not apply:
- (1) When the proposed audit is a jeopardy audit;
 - (2) To audits for which a **Notice** of audit was given prior to the effective date of this section;
 - (3) When a **Taxpayer** refuses to promptly sign a waiver of the statute of limitations per section 22-170(a) or;
 - (4) When a **Taxpayer** fails to provide a timely and complete request for a coordinated audit as provided in paragraph (b) of this section.

(Ord. No. 1246, § 16.35, 11-19-92)

Sec. 22-114. - Intercity Claims For Recovery.

The intent of this section is to streamline and standardize procedures related to situations where **Tax** has been remitted to the incorrect municipality. It is not intended to reduce or eliminate the responsibilities of the **Taxpayer** or **Vendor** to correctly pay, collect, and remit **Sales** and **Use Taxes** to the **City**.

- (1) *Definition.* As used herein, "**Claim For Recovery**" means a claim for reimbursement of **Sales** and **Use Taxes** paid to the wrong taxing jurisdiction.
- (2) *Notification of improper **Tax** collections and/or remittances.* When it is determined by the **Director** of **Finance** of the

City that Sales and Use Tax owed to the City has been reported and paid to another municipality, the City shall promptly notify the Vendor that Taxes are being improperly collected and remitted, and that as of the date of the Notice the Vendor must cease improper Tax collections and remittances.

(3)

Claim For Recovery. The City may make a written Claim For Recovery directly to the municipality that received Tax and/or penalty and interest owed to the City, or, in the alternative, may institute procedures for collection of the Tax from the Taxpayer or Vendor. The decision to make a Claim For Recovery lies in the sole discretion of the City. Any Claim For Recovery shall include a properly executed release of claim from the Taxpayer and/or Vendor releasing its claim to the Taxes paid to the wrong municipality, evidence to substantiate the claim, and a request that the municipality approve or deny in whole or in part, the claim within ninety (90) days of its receipt. The municipality to which the City submits a Claim For Recovery may, for good cause, request an extension of time to investigate the claim, and approval of such extension by the City shall not be reasonably withheld.

(4)

Response to claim. Within ninety (90) days after receipt of a Claim For Recovery, the City shall verify to its satisfaction whether or not all or a portion of the Tax claimed was improperly received, and shall notify the municipality submitting the claim in writing that the claim is either approved or denied in whole or in part, including the reasons for the decision. If the claim is approved in whole or in part, the City shall remit the undisputed amount to the municipality submitting the claim within thirty (30) days of approval. If a claim is submitted jointly by a municipality and a Vendor or Taxpayer, the check shall be made to the parties jointly. Denial of a Claim For Recovery may only be made for good cause.

(5)

Denial of claim. The City may deny a claim on the grounds that it has previously paid a Claim For Recovery arising out of an audit of the same Taxpayer.

(6)

Limitation. The period subject to a Claim For Recovery shall be limited to the thirty-six (36) month period prior to the date the municipality that was wrongly paid the Tax receives the Claim For Recovery.

(Ord. No. 1246, § 16.36, 11-19-92)

Sec. 22-115. - Notices of Sales and Use Tax ordinance amendment.

(a)

Control register initiation. In order to initiate a central register of Sales and Use Tax ordinances for municipalities that administer local Sales Tax collection, the Finance Director of the City shall file with the Colorado Municipal League prior to the effective date of this section of a copy of the City Sales and Use Tax ordinance reflecting all provisions in effect on the effective date of this section.

(b)

Control register maintenance. In order to keep current the central register of Sales and Use Tax ordinances for municipalities that administer local Sales Tax collection, the Finance Director of the City shall file with the Colorado Municipal League prior to the effective date of any amendment a copy of each Sales and Use Tax ordinance amendment enacted by the City.

(c)

Failure to file. Failure of the City to file such ordinance or ordinance amendment pursuant to the section shall not invalidate any provision of the Sales and Use Tax ordinance or any amendment thereto.

(Ord. No. 1246, § 16.37, 11-19-92)

Sec. 22-116. - Participation in simplification meetings; requirements.

The Finance Director shall cooperate with and participate on an as needed basis with permanent statewide Sales and Use Tax committee convened by the Colorado Municipal League which is composed of state and municipal Sales and Use Tax officials and Business officials. Said committee will meet for the purpose of discussing and seeking resolution to Sales and Use Tax problems which may arise.

(Ord. No. 1246, § 16.38, 11-19-92)

Secs. 22-117—22-125. - Reserved

Steamboat Springs, Colorado, Code of Ordinances >> PART II - STEAMBOAT SPRINGS REVISED MUNICIPAL CODE >> Chapter 22 - TAXATION >> ARTICLE III. - SALES, USE AND ACCOMMODATIONS TAXES >> DIVISION 2. - ADMINISTRATION AND ENFORCEMENT >> Subdivision II. - Licenses >>

Subdivision II. - Licenses

[Sec. 22-126. - License required; issuance; term.](#)

[Sec. 22-127. - Tax-exempt institutions.](#)

[Sec. 22-128. - Retailer Licenses.](#)

[Sec. 22-129. - Single event License.](#)

[Sec. 22-130. - Occasional or isolated Sales.](#)

[Secs. 22-131—22-140. - Reserved.](#)

[Sec. 22-126. - License required; issuance; term.](#)

It shall be unlawful for any **Person** to engage in the **Business** of selling at **Retail** or purchasing at **Retail**, as the same is defined in this article, **Tangible Personal Property** and services subject to the **Tax** imposed by this article, without first having obtained a **License** therefore, which **License** shall be granted and issued by the **City Treasurer**, without fee, and shall be in force and effect until **November 31st** of the year in which it was issued unless sooner **terminated or** revoked.

(Ord. No. 1246, § 16.23(A), 11-19-92)

[Sec. 22-127. - Tax-exempt institutions.](#)

(a) No exempt institution, including quasi-governmental, religious, **Charitable**, or other type institutions may **Purchase Tax** free in Steamboat Springs, or **Use** in Steamboat Springs, **Tangible Personal Property** or **Taxable** property or **Taxable Services Tax** free unless:

(1)

Application for exempt License. The the exempt group furnishes a copy of their **State of Colorado Exemption Institution License** to any the **Vendor** prior to the allowance of a **Tax free Purchase**. applies for a **City of Steamboat Springs "Exempt Institution License Number"** which shall be furnished by the institution to any **Vendor** prior to the allowance of a **Purchase Tax** free. The institution must have applied for and received a state exempt institution number prior to issuance of a **City** number.

(2)

Conditions to granting exempt License. The institution must agree, as a condition of receipt of that exempt institution **License** number to make a regular and complete report of all **Purchases**, both those ultimately **Taxable**, including but not limited to those resold to members and others and those **Used** for other than the exempt purpose of the institution, and those also found non-taxable.

(b)

Any exempt enterprise whether or not having secured an exempt **License** number, may be subject to audit as would be any other Steamboat Springs **Retailer** or **Consumer**.

(Ord. No. 1246, § 16.23(B), 11-19-92)

[Sec. 22-128. - Retailer Licenses.](#)

(a)

Application; content. **City Retailer Licenses** shall be granted only upon application stating the name and address of the **Person** desiring such **License**, the name of such **Business** and the character thereof, the location, including the street number of such **Business** and such other facts as may be required by the **City Treasurer**. Any **Person** doing **Business** as a **Wholesaler** shall obtain a **Retailer's License** if any **Sales** are made at **Retail** as defined herein.

(b)

Multiple locations. Each retail establishment to be **Licensed** in case **Business** is transacted at two (2) or more separate places by one **Person**, a separate **License** for each place of **Business** shall be required; however, consolidated **Tax Returns** may be filed for those various locations as set forth in section 22-142.

(c)

Form; transfer. Each **License** shall be numbered and shall show the name, residence, mailing address, and place and character of **Business** of the licensee and shall be posted in a conspicuous place in the place of **Business** for which it is issued. No **License** shall be transferable.

(d)

Engaging in Business without License. Any **Person Engaged** in **Business** in **City** as defined in the article, without having secured a **License** therefore, except as specifically provided herein, shall be guilty of a violation of this article.

(e)

Revocation. The **City Treasurer** may on a reasonable **Notice** and after full hearing, revoke the **License** of any **Person** found by the **City Treasurer** to have violated any provision of this article. After revocation of the **License**, no further **Business**, as defined herein, may be conducted within the **City**, and the **City** attorney shall institute such legal action as may be necessary to preclude such conduct of a **Business**.

- (f) *Appeal of revocation.* Any finding and order of the **City Treasurer** revoking the **License** of any **Person** shall be subject to Judicial Review in accordance with Rule 106 (a)(4) of the Colorado Rules of Civil Procedure.
- (g) *Exemption.* No **License** shall be required for any **Person** engaged exclusively in the **Business** of selling commodities which are exempt from taxation under this article.
- (h) *Sale or transfer of **Business** interest.* Any **Sale**, transfer or **Purchase** of an interest in a **Business** enterprise by any **Persons**, as defined, where the respective interest of the **Person** purchasing or selling as a result of the transaction has changed in any degree, requires, in the case of a **Retailer** or other **Person** required to be **Licensed** under this article, the issuance of a new **License**.
- (Ord. No. 1246, § 16.23(C), 11-19-92)

Sec. 22-129. - Single event License.

A **Person** conducting a singular **Sales** event may apply to the **City** for a **License** to engage in the **Business** of selling at **Retail** for a temporary period of time. The application shall state the name and address of the **Person** applying for such **License**, the name and location of the **Person's** organization, including the street number of such organization, and such other information as the **City Treasurer** may require. (Refer to section 22-143(f).)

(Ord. No. 1246, § 16.23(D), 11-19-92)

Sec. 22-130. - Occasional or isolated Sales.

An individual having an occasional or isolated **Sale** of **Tangible Personal Property** is not required to have a **Retail Sales Tax License**. Such **Sales** must be made from the private residences of such individuals and the aggregate dollar amount of such **Sales** may not exceed one thousand dollars (\$1,000.00) for any one calendar year. In addition the following conditions must be met:

- (1) Neither the seller nor any member of his household may be engaged in a trade or **Business** where similar items are sold;
- (2) An annual report of casual **Sales** must be filed with the **City** by every individual making such **Sales** and the **Sales Tax** due must be remitted on forms provided by the **Treasurer**, showing in detail all such **Sales** made during the year; and
- (3) All such **Returns** shall be subscribed by the **Taxpayer** or his agent and shall contain written declaration that they are being made under the penalties of perjury in the second degree.

(Ord. No. 1246, § 16.23(E), 11-19-92)

Secs. 22-131—22-140. - Reserved.

Steamboat Springs, Colorado, Code of Ordinances >> PART II - STEAMBOAT SPRINGS REVISED MUNICIPAL CODE >> Chapter 22 - TAXATION >> ARTICLE III. - SALES, USE AND ACCOMMODATIONS TAXES >> DIVISION 2. - ADMINISTRATION AND ENFORCEMENT >> Subdivision III. - Reports and Accounts >>

Subdivision III. - Reports and Accounts

- [Sec. 22-141. - Authority to require records and reports.](#)
- [Sec. 22-142. - Returns.](#)
- [Sec. 22-143. - Special Accounting.](#)
- [Sec. 22-144. - Payment of Taxes on installment basis.](#)
- [Sec. 22-145. - Special Accounting—Sales by qualified non-profit organizations.](#)
- [Secs. 22-146—22-155. - Reserved.](#)

Sec. 22-141. - Authority to require records and reports.

The **City Treasurer**, may require any **Person**, by regulation or **Notice** served on such **Person**, to make such **Return**, render such statement or keep and furnish such records, or make such information reports as the **City Treasurer** may deem sufficient to show whether or not such **Person** is liable under this act for payment or collection of the **Tax** imposed herein.

In addition, when in the opinion of the **Treasurer** it is necessary for the efficient administration of this section to treat any salesman, representative, peddler, or canvasser as the agent of the **Vendor**, distributor, supervisor, or employer under whom he operates or from whom he obtains **Tangible Personal Property** sold by him or for whom he solicits **Business**, the **Treasurer** may treat such agent as the **Vendor** jointly responsible with his principal, distributor, supervisor, or employer for the collection and payment of the **Tax**.

(Ord. No. 1246, § 16.22(B), 11-19-92)

Sec. 22-142. - Returns.

- (a) *Contents; form.* The **Returns** to be filed by the **Taxpayer**, or his duly authorized agent, shall be the standard municipal **Sales** and **Use Tax** reporting form as adopted by the executive director of the Colorado Department of Revenue and shall contain such information and be completed in such manner as the **City Treasurer** may prescribe.
- (b) *Consolidation of Returns.* A **Vendor** doing **Business** in two (2) or more places or locations, whether in or without the **City**, and collecting **Taxes** hereunder, may file one **Return** covering all such places or locations, when accompanied by a supplemental report showing the **Gross Sales and Service** and **Net Taxable Sales and Service** and **Taxes** collected thereon for each such place or location. Under collections and over-collections may not be offset between locations.
- (c) *Reporting periods.* If the accounting methods regularly employed by the **Vendor** or **Licensed Consumer** in the transaction of his **Business**, or other conditions, are such that the **Returns** aforesaid made on a calendar month basis, will impose unnecessary hardship, the **City Treasurer** may, upon request of the **Vendor**, or **Licensed Consumer**, accept **Returns** at such intervals as will, in his opinion, better suit the convenience of the **Taxpayer** and will not jeopardize the collection of the **Tax**.
- (d) *Timely payment; computation of dates.*
- (1) *Date received.* Timely payment shall be evidenced by the postmark date if mailed; otherwise timely payment shall be evidenced by the **City** cashier validation date.
- (2) *Due date exceptions.* Any due date; payment date; or deadline for paying **Tax** due, providing information or taking other action; which falls on a Saturday, Sunday or legal holiday recognized by either the federal government or State of Colorado shall be extended to the first business day following such weekend or holiday.

(Ord. No. 1246, § 16.24, 11-19-92)

Sec. 22-143. - Special Accounting.

- (a) *Alcoholic beverage Sales by the drink.* Any **Retailer** selling malt, vinous, or spirituous liquors by the drink may include in his **Sales Price** the **Tax** levied under this section; provided, that no such **Retailer** shall advertise or hold out to the public in any manner, directly or indirectly, that such **Tax** is not included as a part of the **Sales Price** to the **Consumer**.
- (b) *Vending machine Sales.* Any vending machine operator may include in his **Sales Price** the **Tax** levied under this section, provided that no such **Retailer** shall advertise or hold out to the public in any manner, directly or indirectly, that such **Tax** is not included as a part of the **Sales Price** to the **Consumer**.
- (c) *Combined Sales of services and Personal Property.* Every contractor or **Vendor** conducting a **Business** in which the transaction between the **Vendor** and the **Consumer** or **Purchaser** consists of the supply of **Tangible Personal Property** and services in connection with the maintenance or servicing of same, shall be required to pay the **Tax** levied under this article upon the full contract **Price**, unless application is made to the **City Treasurer** for permission to use a percentage basis or reporting the **Tangible Personal Property** sold and the services supplied under such contract. The **City Treasurer** is hereby authorized to determine the percentage based upon the ratio of the **Tangible Personal Property** included in the consideration as it bears to the total of the consideration paid under said combination contract or **Sale** which shall be subject to the **Tax** levied pursuant to the provisions of this article. The section shall not be construed to include terms upon which the **Tax** is imposed on the full **Purchase Price** as defined in subsection 22-86(42), nor shall it be construed as an allowance for the **Vendor** to fail to itemize to the customer the **Taxable**, and non-taxable portions of the bill.
- (d) *Building contractors.* Every contractor who shall build, construct, alter, expand, modify, or improve any building, dwelling or other structure, or improvement to real property in this **City** and who shall **Purchase** lumber, fixtures, or any other building materials and supplies **Used**, therefore, and every owner, or lessee of realty situate in the **City** and of improvements and structures located upon realty, situate in the **City**, upon which any article or articles of **Tangible Personal Property** acquired from sources within (or without) the **City**, are attached or affixed shall pay the Steamboat Springs Building Use Tax by:

- (1) Applying for the proper **Building Permits** issued through the regional building department ;
 - (2) Paying a deposit, prior to issuance of a **Permit**, based on a percentage of the building department's valuation of the cost of the work to be done; and
 - (3) Filing a final cost report with the **City** on the prescribed form remitting any **Tax** due or requesting a refund of deposit in excess of actual **Tax** liability.
- (e) *Special Food promotions.* Vendors providing special **Food** promotions at pricing lower than **Food** cost must report and pay **Tax** on the difference between the selling **Price** less **Tax** and the cost of the **Food** as "**Tax** on inventory taken for own **Use**".
- (f) *Occasional Sales; single events.* Business, organizations or individuals selling **Taxable Tangible Personal Property** or services on an occasional or isolated basis are required to collect the **Sales Tax** imposed by this article and must comply with all licensing requirements per section 22-130. Vendors making such occasional or isolated **Sales** may elect to include in the **Sales Price** the **Tax** levied under this section, provided that such **Vendor** posts in a conspicuous location, so that any **Purchaser** may see, notice that the **Tax** is included in the **Price**, and provided that the **Vendor** meets the following:
- (1) The **Vendor** does not have a permanent **Business** location from which walk-in **Business** is conducted or orders are processed, whether located within or without of the **City**;
 - (2) The number of consecutive days for which the **Sale** or activity is conducted in the **City** does not exceed fourteen (14) days; and
 - (3) If required, a transient seller's permit is applied for and approved.

(Ord. No. 1246, § 16.25(A)–(F), 11-19-92; Ord. No. 2269, § 1, 8-18-09)

Sec. 22-144. - Payment of Taxes on installment basis.

The **City Treasurer** shall have the discretion to enter into an agreement with **Taxpayers** to allow for payment of required **Taxes** on an installment basis when such a method would be equitable for the **Taxpayer** and the **City**.

(Ord. No. 1246, § 16.25(G), 11-19-92)

Sec. 22-145. - Special Accounting—Sales by qualified non-profit organizations.

Non-profit organizations selling **Taxable Tangible Personal Property** or services as defined by this Code must collect **Sales Tax** and **Purchasers** must pay **Sales Tax** on such **Sales**, subject to the conditions set forth below. It is the desire of the City Council of Steamboat Springs that the **Taxes** collected by qualified non-profit organizations be retained by that organization as a contribution of additional funds to be used in the course of that organization's charitable service to the community. Therefore, organizations are not required to remit or report **Sales Tax** collections to the **City** provided that the organization meets the following criteria:

- (1) The organization has been authorized in writing by the Internal Revenue Service as a Section 501(c)(3) organization or has been approved in writing by the **Treasurer** as being a voluntary, not for profit organization whose fund raising activities are primarily for the providing of services; and
- (2) The **City Sales Tax** shall be included in the stated selling **Price** and the total proceeds of the **Sale of Taxable Tangible Personal Property** or services shall be retained and expended by the qualifying organization to provide charitable services; and
- (3) The activity at which **Taxable Tangible Property** or **Service** is being sold is an occasional **Business** activity specifically held for fund raising; and
- (4) The organization applies to the **City Treasurer** on an annual basis for a special **License** to be conspicuously displayed at all eligible fund raising events and provides access to any financial records or documents necessary to determine compliance with this section.

(Ord. No. 1246, § 16.25(H), 11-19-92)

Secs. 22-146—22-155. - Reserved.

Steamboat Springs, Colorado, Code of Ordinances >> PART II - STEAMBOAT SPRINGS REVISED MUNICIPAL CODE >> Chapter 22 - TAXATION >> ARTICLE III. - SALES, USE AND ACCOMMODATIONS TAXES >> DIVISION 2. - ADMINISTRATION AND ENFORCEMENT >> Subdivision IV. - Collection Rights and Remedies >>

Subdivision IV. - Collection Rights and Remedies

Sec. 22-156. - Tax to constitute lien.

Sec. 22-157. - Sale or termination of Business.

Sec. 22-158. - Status of unpaid Tax in bankruptcy, receivership, etc.

Sec. 22-159. - Unpaid Taxes on construction improvements.

Sec. 22-160. - Notice of final determination-assessment and demand for payment.

Sec. 22-161. - Notice of lien.

Sec. 22-162. - Jeopardy assessment and distraint.

Sec. 22-163. - Seizure and Sale of property.

Sec. 22-164. - Recovery by action of law.

Sec. 22-165. - City as party defendant.

Sec. 22-166. - Certificate of discharge.

Sec. 22-167. - Summons to court for violation of article.

Sec. 22-168. - Closing agreements.

Sec. 22-169. - Evasion of collection or payment of Tax.

Sec. 22-170. - Time limit for action to collect.

Sec. 22-171. - Trust status of Tax possession of Retailer.

Secs. 22-172—22-180. - Reserved.

Sec. 22-156. - Tax to constitute lien.

The Sales and Use Tax plus penalties, interest and costs of collection shall be a first and prior lien on the Tangible Personal Property sold, Purchased, Stored, Used, Distributed, or Consumed, and when such Tax is collected by Retailers or agents, then, the Sales or Use Tax imposed by sections hereunder shall be a first and prior lien upon the goods and Business fixtures of or Used by any Retailer under lease, title retaining contract or other contract arrangement, and shall take precedence on all such property over other liens or claims of whatsoever kind or nature.

(Ord. No. 1246, § 16.32(A), 11-19-92)

Sec. 22-157. - Sale or termination of Business.

(a)

Filing of Return; withholding of Taxes from Purchase money. Any Person who shall sell out his Business or stock of goods, or shall quit Business, shall be required to make out the Return as provided in this article, within ten (10) days after the date he sold his Business or stock of goods, or quit Business, and his successor in Business shall be required to withhold sufficient of the Purchase money to cover the amount of said Taxes due and unpaid until such time as the former owner shall produce a receipt from the City Treasurer showing that the Taxes have been paid, or a certificate that no Taxes are due. (See also subsection 22-107(d), Purchase of Business.)

(b)

Liability for payment of Tax. If the Purchase of a Business or stock of goods shall fail to withhold the Purchase money as above provided and the Taxes shall be due and unpaid after ten (10) day period allowed, he, as well as the seller, shall be personally liable for the payment of the Taxes unpaid by the former owner. Likewise, anyone who takes any stock of goods or Business fixtures of or Used by any Person under lease, title retaining contract or other contract arrangement, by Purchase, foreclosure Sale, or otherwise, takes same subject to the lien for any delinquent Sales Taxes owed by such Person, and shall be liable for the payment of all delinquent Sales Taxes of such prior owner, not, however, exceeding the value of the property so taken or acquired.

(Ord. No. 1246, § 16.32(B), 11-19-92)

Sec. 22-158. - Status of unpaid Tax in bankruptcy, receivership, etc.

Whenever the Business or property of any Taxpayer subject to this article shall be placed in receivership, bankruptcy or

assignment for the benefit of creditors, or seized under distraint for property **Taxes**, all **Taxes**, penalties and interest imposed by this article and for which said **Retailer** is in any way liable under the terms of this article, shall be a prior and preferred lien against all the property of said **Taxpayer**, and no sheriff, receiver, assignee, or other officer shall sell the property of any **Person** subject to this article under process or order of any court, without first ascertaining from the **City Treasurer** the amount of any **Taxes** due and payable under this article, and if there be any such **Taxes** due, owing or unpaid, it shall be the duty of such officer to first pay the amount of said **Taxes** out of the proceeds of said **Sale** before making payment of any moneys to judgment creditor or other claims of any nature whatsoever.

(Ord. No. 1246, § 16.32(C), 11-19-92)

Sec. 22-159. - Unpaid Taxes on construction improvements.

(a)

Liens. The full amount of unpaid **Taxes** arising from and required to be reported on Personal Property affixed to real property under this article, together with interest, penalties, and collection costs as herein provided, shall be and constitute a first and prior lien, which lien shall have precedence over all other liens of whatsoever kind and nature, except as to liens for general **Taxes** created by state law.

(b)

Prerequisite for final inspection or issuance of certificate of occupancy. No final inspection shall be made by the **City** building inspector, or, no certificate of occupancy shall be issued unless all **Taxes** due as provided in the **City Retail Sales and Use Tax Code**, on all lumber, fixtures, and any other building materials and supplies **Used** in or connected with the construction, reconstruction, alteration, expansion, modification or improvement of any building, dwelling or other structure or improvement to real property within the **City** have been paid or arrangements therefor made with the **City Treasurer**.

(Ord. No. 1246, § 16.32(D), 11-19-92)

Sec. 22-160. - Notice of final determination-assessment and demand for payment.

(a)

If any **Person** or **Taxpayer** or **Vendor** fails, neglects, or refuses to collect the **Tax** or make a **Return** and pay the **Tax** as required by this article or should fail to remit the proper amount of **Tax** or underpays the **Tax** because of negligence, fraud or on a regular basis, the **City Treasurer** shall make an estimate based upon such information as may be available and shall add thereto the additions to **Tax**, penalty and interest as set forth in section 22-108 herein and promptly thereafter give to the delinquent **Taxpayer** written **Notice** of such estimated **Taxes**, penalty and interest which **Notice** of assessment shall be served personally or by certified or registered mail and which **Notice** of final determination-assessment and demand for payment shall be due and payable ~~ten (10)~~ **twenty (20)** days from such service.

(b)

The provisions as to hearings and appeals as set forth in sections 22-111 and 22-112 shall apply to such **Notice** of final determination-assessment and demand for payment.

(Ord. No. 1246, § 16.32(E), 11-19-92)

Sec. 22-161. - Notice of lien.

(a)

If any **Taxes**, penalty or interest imposed by this article and shown due by **Returns** filed by the **Taxpayer** or as shown by assessments duly made as provided herein, are not paid within ~~ten (10)~~ **twenty (20)** days after the same are due, the **City** shall issue a **Notice** to the **Taxpayer** by certified mail, setting forth the name of the **Taxpayer**, the amount of the **Tax**, penalties and interest, the date of the accrual thereof, and **Tangible Personal Property** of the **Taxpayer**.

(b)

Said **Notice** shall be on forms prescribed by the **City Treasurer** and shall be verified by him or his duly qualified representative whose duties are the collection of such **Tax**, and may be filed in the office of the clerk and recorder of any county in the state in which the **Taxpayer** owns real or **Tangible Personal Property**, and the filing of such **Notice** shall create such lien on such property in that county and constitute **Notice** thereof. After said **Notice** has been filed, or concurrently therewith, or at any time when **Taxes** due are unpaid, whether such **Notice** be filed or not, the **City Treasurer** may issue a distraint warrant as provided in section 22-163.

(Ord. No. 1246, § 16.32(F), (G) 11-19-92)

Sec. 22-162. - Jeopardy assessment and distraint.

(a)

If the **City Treasurer** finds that collection of the **Tax** will be jeopardized by delay in his discretion, he may declare the **Taxable**

period immediately terminated, determine the **Tax**, and issue **Notice** and demand for payment thereof, and having done so, the **Tax** shall be due and payable forthwith, and the **City Treasurer** may proceed immediately to collect such **Tax** as provided in subsection 22-161(b).

(b)

In any other case wherein it appears that the revenue is in jeopardy, the **City Treasurer** may immediately issue demand for payment; and, regardless of the provisions of section 22-111 and 22-112, the **Tax** shall be due and payable forthwith and, in his discretion, the **City Treasurer** may proceed immediately to collect said **Tax** as provided in section 22-163.

(c)

Collection under either subsection (a) or (b) of this section may be stayed if the **Taxpayer** gives such security for payment as shall be satisfactory to the **City Treasurer**.

(Ord. No. 1246, § 16.32(H), 11-19-92)

Sec. 22-163. - Seizure and Sale of property.

(a)

Issuance of distraint warrant. The **City Treasurer** may issue a warrant under his own hand directed to any employee, agent, or representative of the **Department of Finance**, sometimes in this section referred to collectively as "agent," or "revenue collector," or "sheriff" of any county of the state, commanding him to distraint, seize, and sell the Personal Property of the **Taxpayer**, except such Personal Property as is exempt from execution and **Sale** by any statute of this state, for the payment of the **Tax** due together with penalties and interest accrued thereon and cost of execution.

(1)

When any deficiency in **Tax** is not paid within ~~ten (10)~~ **twenty (20)** from the mailing of **Notice** of final determination-assessment and demand for payment thereof and no hearing has been requested and no appeal from such deficiency assessment has been docketed with any district court of this state within said period; or

(2)

When any other amount of **Tax**, penalty, or interest is not paid within ~~ten (10)~~ **twenty (20)** days from the mailing of assessment and demand for payment thereof; or

(3)

Immediately upon making of a jeopardy assessment or of the issuance of a demand for payment, as provided in section 22-162.

(b)

Account of goods distrained; Notice of Sale; redemption of property. The agent charged with the collection shall make or cause to be made an account of the goods or effects distrained, a copy of which signed by the agent making such distraint, shall be left with the owner or possessor, or at his usual place of abode with some member of his family over the age of eighteen (18) years, or at his usual place of **Business** with his stenographer, bookkeeper, or chief clerk, or if the **Taxpayer** is a corporation, shall be left with any officer, **Manager**, general agent, or agent for process, with a note of the sum demanded and the time and place of **Sale**; and shall forthwith cause to be published a **Notice** of the time and place of **Sale**, together with a description of the property to be sold in a legal **Newspaper** within the county wherein distraint is made, or, in lieu thereof and in the discretion of the **City Treasurer** the agent or sheriff shall cause such **Notice** to be publicly posted at the court house of the county wherein such distraint is made, and copies thereof to be posted in at least two other public places within said county. The time fixed for the **Sale** shall not be less than ten (10) days nor more than sixty (60) days from the date of such notification to the owner or possessor of the property and the publication or posting of such notices. Said **Sale** may be adjourned from time to time by said agent or sheriff if he deems it advisable, but not for a time to exceed in all ninety (90) days from the date first fixed for the **Sale**. When any Personal Property is advertised for **Sale** under distraint as aforesaid, the agent or sheriff making the seizure shall proceed to sell such property at public auction, offering the same at not less than a fair minimum **Price**, including the expenses of making the seizure and of advertising the **Sale**, and if the amount bid for the property at the **Sale** is not equal to the fair minimum **Price** so fixed, the agent or sheriff conducting the **Sale** may declare the same to be **Purchased** by him for the **City**. The property so **Purchased** may be sold by the agent or sheriff under such regulations as may be prescribed by the **City Treasurer**. In any case of distraint for the payment of **Taxes**, the goods, chattels, or effects so distrained shall be restored to the owner or possessor, if prior to the **Sale**, the amount due is paid, together with the fees and other charges or may be redeemed by any **Person** holding a chattel mortgage or other evidence of right of possession.

(c)

Certificate of Sale; evidence of Purchase. In all cases of **Sale**, the agent or sheriff making the **Sale** shall issue a certificate of **Sale** to each **Purchaser**, and such certificate shall be prima facie evidence of the right of the agent or sheriff to make such **Sale**, and the conclusive evidence of the regularity of his proceedings in making the **Sale**; and shall transfer to the **Purchase** all right, title, and interest of such delinquent in and to the property sold; and where such property consists of certificates of stock in the possession of the agent or sheriff, the certificate of **Sale** shall be notice, when received, to any corporation, company, or association of said transfer, and said certificate of such **Sale** shall be authority for such corporation, company, or association to record the transfer on its books and records; and where the subject of **Sale** is securities or other evidences of debt, in the possession of the agent or sheriff, the certificate of **Sale** shall be good and valid evidence of title in the **Person** holding the same, as against any other **Person**. Any surplus remaining above the **Taxes**, penalties, interest, costs, and expenses of making the seizure and of advertising the **Sale**, shall be returned to the owner, or such other **Person** having a legal right thereto, and, on demand, the **City Treasurer** shall render an account in writing of the **Sale**.

(d)

Filing and release of lien. Any employee, agent, or representative of the **City Manager** to whom a warrant has been issued may file a **Notice** of lien in such forms as the **City Treasurer** may prescribe with the **Person** in possession of any Personal Property or right to property belonging to the **Taxpayer**, and if not previously recorded, the filing of such **Notice** of lien shall operate from the date of such filing. The **City Treasurer** may release said lien as to any part or all of the property or rights to property covered by any such lien upon such terms as he may deem proper.

(e)

Release of lien. Any lien for **Taxes** as shown on the records of the county clerk and recorder as herein provided, upon payment of all **Taxes**, penalties and interest covered thereby, shall be released by the **City Treasurer** in the same manner as mortgages and judgments are released.

(Ord. No. 1246, § 16.32(I), 11-19-92)

Sec. 22-164. - Recovery by action of law.

(a)

Generally. The **City Treasurer** may also treat any such **Taxes**, penalties, interest, or collection costs due and unpaid as a debt due the **City** from the **Taxpayer**. In case of failure to pay the **Tax**, or any portion thereof, or any penalty or interest thereon when due, the **City Treasurer** may receive at law the amount of such **Taxes**, penalties, interest, and collection costs. **Venue for such an action shall be** in such the **County** or **District Court** of the **Routt County** wherein the **Taxpayer** resides or has his principal place of **Business** having jurisdiction of **over** the amounts sought to be collected. The **Return** of the **Taxpayer** or the assessment made by the **City Treasurer** as herein provided, shall be prima facie proof of the amount due.

(b)

Writs of attachment. Such actions may be actions in attachment, and writs of attachment may be issued to the sheriff, and in any such proceedings, no bond shall be required of the **City Treasurer** nor shall any sheriff require of the **City Treasurer** an indemnifying bond for executing the writ of attachment, or writ of execution upon any judgment entered in such proceedings; and the **City Treasurer** may prosecute appeals or writs of error, in such cases without the necessity of providing bond therefore. It shall be the duty of the **City** attorney, when requested by the **City Treasurer** to commence action for the recovery of **Taxes** due under this article, and this remedy shall be in addition to all other existing remedies or remedies provided in this article.

(c)

Civil action to enforce lien. In any case where there has been a refusal or neglect to pay any **Tax** due the City of Steamboat Springs and statement or **Notice** shall have been filed, which under law, creates a lien upon any real property for such **Tax**, the **City Treasurer** may cause a civil action to be filed in the district court of the county in which is situated any real property which is subject to said lien, to enforce the lien of the City of Steamboat Springs for such **Tax** upon the real property situated in that county or in any other county in the state which may be subject to such lien or to subject any real property or any right, title, or interest in real property to the payment of such **Tax**. The court shall decree a **Sale** of such real property and distribute the proceeds of such **Sale**, according to the findings of such court in respect to the interest of the parties and of the City of Steamboat Springs the proceedings in such action and the manner of **Sale**, the period for and manner of redemption from such **Sale** and the execution of deed of conveyance shall be in accordance with the law and practice relating to foreclosures of mortgages upon real property. In any such action, the court may appoint a receiver of the real property involved in such action if equity so requires.

(Ord. No. 1246, § 16.32(J), 11-19-92)

Sec. 22-165. - City as party defendant.

In any action affecting the title to real estate or the ownership or rights to possession of Personal Property, the City of Steamboat Springs may be made a party defendant for the purpose of obtaining an adjudication or determination of its lien upon the property involved therein, and in any such action service of summons upon the **City Treasurer** or any **Person** in charge of the **Department of Finance** or any other **Person** permitted by law, shall be sufficient service and binding upon the **City**.

(Ord. No. 1246, § 16.32(K), 11-19-92)

Sec. 22-166. - Certificate of discharge.

(a)

Generally. If any property, real or personal, under the law, shall be subject to a lien for the payment of any **Tax** due the City of Steamboat Springs, the **City Treasurer** may issue a certificate of discharge of any part of the property subject to the lien if he finds that the fair market value of that part of such property remaining unsatisfied in respect to such **Tax** and the amount of all prior liens upon such property.

(b)

Partial satisfaction of liability. If any property, real or personal, under the law, shall be subject to a lien for the payment of any

Tax due the City of Steamboat Springs the **City Treasurer** may issue a certificate of discharge of any part of the property subject to the lien if there be paid over to the **City Treasurer**, in part, satisfaction of the liability in respect to such **Tax** an amount determined by the **City Treasurer** which shall not be less than the value, as determined by him, of the interest of the **City** in the part to be so discharged.

(c) *Determination of values.* In determining such values, the **City Treasurer** shall give consideration to the fair market value of the part to be so discharged and to such lien thereon as have priority to the lien of the **City**.

(d) *Effect.* A certificate of release or of partial discharge issued under subsection (a) of this section shall be held conclusive in order that the lien of the **City** upon the property release therein is extinguished, but shall not extinguish, nor release, any portion of the lien nor property not specified in the release.

(Ord. No. 1246, § 16.32(L), 11-19-92)

Sec. 22-167. - Summons to court for violation of article.

The **City Treasurer** or his duly authorized agent may, at the discretion of the **City Treasurer** summons to Steamboat Springs Municipal Court any **Person** who may be in violation of this article as set forth in section 22-169 and elsewhere herein. (See section 22-108(h) for Special Penalty.)

(Ord. No. 1246, § 16.32(M), 11-19-92)

Sec. 22-168. - Closing agreements.

(a) *Satisfaction of liability.* For the purpose of facilitating the settlement and distribution of estates, trusts, receiverships, other fiduciary relationships, and corporations in the process of dissolution or which have been dissolved, the **City Treasurer** may agree with the fiduciary or director upon the amount of **Taxes** due from the decedent, or from the decedent's estate, the trust, receivership, or other fiduciary relationship, or corporation, for any of his or its taxable periods, under the provisions of the **Taxes** covered by this article and except upon a showing of fraud, malfeasance or misrepresentation of a material fact, payment in accordance with such agreement shall be full satisfaction of the **Taxes** for the taxable periods to which the agreement related.

(b) *Personal liability.* Except as provided in subsection (d) of this section, any personal representative of a decedent, or of the estate of a decedent, or any trustee, receiver, or other **Person** acting in a fiduciary capacity, or any director of a corporation in the process of dissolution or which has been dissolved, who distributes the estate or fund in his control without having first paid any **Taxes** covered by this article due from such decedent, decedent's estate, trust estate, receivership, or corporation, covered by this article and which may be assessed within the time limited by this article.

(c) *Notification of liability.* The distributee of a decedent's estate, or a trust estate or fund or the stockholder of any dissolved corporation who receives any of the property of such decedent's estate, trust estate, fund, or corporation, shall be liable to the extent of the decedent, trust estate, fund, or corporation, covered by this article and which may be assessed within the time limited by this article. Notice to such distributee or stockholder shall be given in the same manner and within the time limit which would have been applicable had there been no distribution.

(d) *Limitation of liability.*

(1)

In case the **Tax** imposed by this article is due from a decedent, or of his estate, or by a corporation, in order for personal liability under subsection (b) of this section to remain in effect, determination of the **Tax** due shall be made and **Notice** and demand therefore shall issue within eighteen (18) months after written request for such determination, filed after the filing of the decedent's final **Return** or filed after the filing of the **Return** of the decedent's estate with respect to which such request is applicable, by any personal representative of such decedent, or by the corporation, filed after the filing of its **Return**; but a request under this provision shall not extend the period of limitation otherwise applicable.

(2)

This subsection (d) will not apply in the case of a corporation unless;

a.

Such request notifies the **City Treasurer** that the corporation contemplates dissolution at or before the expiration of such eighteen-month period;

b.

The dissolution is begun in good faith before the expiration of such eighteen-month period; and

c.

The dissolution is completed.

(3)

Upon the expiration of said eighteen-month period, without determination being made and **Notice** and demand being issued, the personal representative or representatives of the decedent, and the directors of the corporation no longer will be liable under the provisions of subsection (b) of this section.

(Ord. No. 1246, § 16.32(N), 11-19-92)

Sec. 22-169. - Evasion of collection or payment of Tax.

(a)

Violations. It shall be a violation of this article for any **Retailer, Vendor, Consumer, Purchaser,** or any other **Person** subject to the **Tax** levied by the **City Retail Sales and Use Tax Code** to refuse to make any **Return** provided to be made by this article, or to make any false or fraudulent **Return**, or any false statements in any **Return**, or to fail or refuse to make payment to the **City Treasurer** of any **Taxes** collected or due the **City**, or in any manner to evade the collection and payment of the **Tax**, or fail or refuse to pay such **Tax** or evade the collection and payment of the **Tax**, or any part thereof, imposed by this article, or for any **Person** or **Purchaser** to fail or refuse to pay such **Tax** or evade the payment thereof, or to aid or abet another in any attempt to evade the payment of the **Tax** imposed by this article. Any corporation, partnership, association or **Person** making a false **Return** or a **Return** containing a false statement shall have violated this article and shall be subject to prosecution and the imposition of penalties as provided by law. Any **Person** in violation of this article shall be subject to these same penalties.

(b)

Penalty. Any **Person**, corporation, partnership, or association who shall violate any of the provisions of this article shall be guilty of any violation thereof and shall be punished by fine and or imprisonment in accordance with section 1-15 of this Code, and if any such **Person** is an employee or officer of the **City**, such violation shall be grounds for dismissal from his office or employment.

(c)

Continuing violations. Each and every twenty-four (24) hours continuation of any violation shall constitute a distinct and separate offense.

(Ord. No. 1246, § 16.33, 11-19-92)

Sec. 22-170. - Time limit for action to collect.

(a)

Except as provided in this section, the **Taxes** for any period, together with the interest thereon and penalties with respect thereto, imposed by this article shall not be assessed, nor credit taken, nor shall any **Notice** of lien be filed, or distraint warrant issued, or suit for collection be instituted, or any other action to collect the same be commenced, more than three (3) years after the date on which the **Tax** was or is payable; nor shall any lien continue after such period, except for **Taxes** assessed before the expiration of such period, **Notice** of lien with respect to which has been filed prior to the expiration of such period, in which case such lien shall continue only for one year after the filing of **Notice** thereof. In the case of a false or fraudulent **Return** with intent to evade **Tax**, the **Tax** together with interest and penalties thereon, may be assessed, or proceedings for the collection of such **Taxes** may be begun at any time. Before the expiration of such period of limitation, the **Taxpayer** and the **Treasurer** may agree in writing to an extension thereof, and the period so agreed on may be extended by subsequent agreements in writing. In the case of failure to file a **Return**, the **Sales Tax** or **Use Tax** may be assessed and collected at any time.

(b)

For purposes of this section a **Tax Return** filed before the last day prescribed by law or by regulation promulgated pursuant to law for the filing thereof, shall be considered as filed on such last day.

(c)

Where, before the expiration of the time prescribed in this section for the assessment of **Tax**, both the **City Treasurer** and the **Taxpayer** have consented in writing to any assessment after such time, the **Tax** may be assessed at any time prior to the expiration of the period agreed upon. The period so agreed upon may be extended by subsequent agreements in writing made before the expiration of the period previously agreed upon.

(d)

Nothing in this section shall be construed to limit any right accrued or to revive any liability barred by any statute at the date this article becomes effective.

(Ord. No. 1246, § 16.34(A), 11-19-92)

Sec. 22-171. - Trust status of Tax possession of Retailer.

All sums of money paid by the **Purchaser** to the **Retailer** as **Taxes** imposed by this article shall be and remain public money, the property of Steamboat Springs in the hands of such **Retailer** and he shall hold the same in trust for the sole use and benefit of the City of Steamboat Springs until paid to the **City**, and for failure to so pay to the **City** such **Retailer** shall be punished as provided by law.

Secs. 22-172—22-180. - Reserved.

Steamboat Springs, Colorado, Code of Ordinances >> PART II - STEAMBOAT SPRINGS REVISED MUNICIPAL CODE >> Chapter 22 - TAXATION >> ARTICLE III. - SALES, USE AND ACCOMMODATIONS TAXES >> DIVISION 3. - SALES TAX >>

DIVISION 3. - SALES TAX

Sec. 22-181. - Imposed; rate.

Sec. 22-182. - Taxable transactions, commodities and services.

Sec. 22-183. - Exempt transactions and commodities.

Secs. 22-184—22-195. - Reserved.

Sec. 22-181. - Imposed; rate.

(a)

Imposition of Tax. There is hereby levied and there shall be collected and paid a Tax on the Purchase Price paid or charged for Tangible Personal Property and Taxable Services when Purchased or sold at Retail, by every Person exercising the taxable privilege as defined in section 22-87, by the Sale, lease, rental, Purchase, Use, Storage, Distribution or Consumption of Tangible Personal Property and Taxable Services.

(b)

Rate of Tax. Commencing on ~~December 1, 1997~~ January 1, 2010 and continuing through December 31, 2004 ~~2019~~, the amount of the Tax hereby levied is four and one-half (4.5) percent (4.5%) of the Purchase Price as herein defined of such Tangible Personal Property and Taxable Services sold or Purchased at Retail; after December 31, 2004 ~~2019~~ the amount of the Tax hereby levied shall be four (4) percent of the Purchase Price unless the qualified electors of the City shall authorize an extension. Said Tax shall be computed in accordance with schedules or systems approved by the executive director of the Colorado Department of Revenue.

(Ord. No. 1246, § 16.12, 11-19-92; Ord. No. 1354, § 1, 8-17-93; Ord. No. 1525, § 1, 7-7-97)

Sec. 22-182. - Taxable transactions, commodities and services.

(a)

It shall be a violation of this article for any seller to fail to collect or any Purchaser to fail to pay a Tax levied by this article, and on Sales on which exemption is disputed.

(b)

Should a dispute arise between the Purchaser and seller as to whether or not any such Sale is exempt from taxation hereunder, nevertheless, the seller shall collect and the Purchaser shall pay such Tax; the Purchaser thereafter may apply to the City Treasurer for a refund of such Taxes paid as provided herein.

(c)

There is hereby levied and there shall be collected and paid, a Tax as stated in section 22-181, by every Person exercising the taxable privilege defined in section 22-86 hereof as follows:

(1)

Tangible Personal Property. On the Purchase Price paid or charged upon the Sale, Purchase, lease, rental, or grant of License to Use, or on the Use, Storage, Distribution or Consumption of Tangible Personal Property Purchased at Retail as herein defined, and on the subsequent lease, rental or Sale of Tangible Personal Property by any Person to every Consumer or Purchaser regardless that the Person so purchasing and subsequently leasing, renting or selling that Personal Property paid the Tax imposed herein on his initial Purchase and Use of the said property so acquired which is subsequently leased, rented or sold;

(2)

Telecommunication, telephone and telegraph service.

a.

Upon Telecommunication Services, including Access Services sold by local telephone exchange companies to providers of Telecommunication Services for Use in providing such services, whether furnished by public or private corporations or enterprises, for all intrastate Telecommunication Services originating from or received on the telecommunication equipment in the City if the charge for the service is billed to Person(s) in the City or billed to an affiliate or division of such Person(s) in the City on behalf of a Person in the City.

b.

Upon Access Services sold by local telephone exchange companies to providers of Telecommunication

Services for Use in providing such services, whether furnished by public or private corporations or enterprises for all interstate Telecommunication Services originating from or received on telecommunication equipment in the City if the charge for the service is billed to a Person in the City, or billed to an affiliate or division of such Person in the City on behalf of a Person in the City;

(3)

Gas, electric and heating services. On the Purchase Price paid or charged for steam or other heat, for gas and electric services, for steam, heat, gas and electricity furnished and sold for domestic or commercial Consumption and not for Taxable resale;

(4)

Pay, cable and subscription television service. On the Purchase Price paid or charged for pay, cable, or subscription (including microwave) television services sold, Purchased, leased, rented, furnished or Used;

(5)

Room and accommodation services. On the Purchase Price paid or charged on the lease, rental or on the transaction of furnishing rooms or Accommodations, subject to section 22-183(d)(11)a.;

(6)

Meal service, cover, door and other related charges. On all cover charges, door or other similarly termed and related charges, and on the Purchase Price paid for or charged for all meals furnished in or by restaurants, cafes, lunch counters, cafeterias, hotels, drugstores, social clubs, nightclubs, cabarets, resorts, snack bars, caterers, carry-out shops, and other like places of Business at which prepared Food or drink is regularly sold, including Sales from pushcarts, motor vehicles, and other mobile facilities.

Meals sold in School cafeterias are exempt from taxation. Meals served by senior citizen organizations are exempt from taxation, with prior approval of the City Treasurer.

(7)

Personal Property rentals. On the Purchase Price paid or charged or for consideration given for the furnishing of Tangible Personal Property when the right to possession or Use of any Tangible Personal Property is granted under a written or verbal lease or contract, and such transfer of possession would be Taxable under this article if an outright Sale were made, then such lease or contract shall be considered the Sale of such article, and the Tax shall be computed and imposed on each individual lease or contract payment as they occur as though an outright Sale Taxable under this article were occurring upon each payment. The payment of the Sales Tax shall be made by the lessee or contracting party to the lessor or other contracting party. The lessor, as trustee, shall make payment of any Sales Tax obligation to the City in the manner provided by this article; (Refer to sections 22-183(d)(11) k. and l. for exempt transactions.)

(8)

Bad debts collection. On the amount of collection, during the current taxable period, of bad debts that had, during a previous taxable period, been deducted.

(d)

Every Retailer located within or without the City shall collect the Tax imposed by this article notwithstanding that the Purchase order or Sale is delivered to the Retailer outside the City as a result of solicitation by the Retailer, the Purchase order or Sale is made outside the City before the Tangible Personal Property enters the City, the property is procured or manufactured outside the City and shipped directly to the Purchaser, said property is mailed to the Purchaser in the City from a point outside the City, or said property is delivered directly to the Purchaser at a point outside the City, provided however that the property is intended to be brought into the City for Use, Storage or Consumption.

(Ord. No. 1246, § 16.13, 11-19-92)

Sec. 22-183. - Exempt transactions and commodities.

(a)

It shall be a violation of this article for any seller to fail to collect, or any Purchaser to fail to pay a Tax levied by this article, and on Sales on which exemption is disputed.

(b)

Should a dispute arise between the Purchaser and seller as to whether or not any such Sale is exempt from taxation hereunder, nevertheless, the seller shall collect and the Purchaser shall pay such Tax; the Purchaser thereafter may apply to the City Treasurer for a refund of such Taxes paid as provided herein.

(c)

The Purchase and Sale of articles of Tangible Personal Property not otherwise exempt are subject to the Sales Tax imposed herein as well as those specific services cited as Taxable in section 22-182, the list of exempt commodities or articles cannot be increased by implication or similarity. In all cases, the burden of proof is upon the Taxpayer to establish that a Sale is Tax-exempt.

(d)

The following are exempted from the Tax imposed by this division:

(1)

Nontaxable service Sales. The amount equal to the consideration received for labor or services sold, if the

consideration for such services are separately stated from the consideration received for the **Tangible Personal Property** in the **Retail Sale**, or that proportionate percentage approved by the **City Treasurer**, of the **City** on combined **Sales** of services and **Tangible Personal Property**, that is deductible as the service or labor portion of that total **Sale**, or the total amount paid on the **Sale** or **Purchase** of exclusively nontaxable services.

(2)

*Sales for **Taxable** resale (**Wholesale**).*

a.

Component parts. The **Purchase Price** paid or charged on the **Sales** to and **Purchase** of **Tangible Personal Property** by a **Person** engaged in **Manufacturing** or compounding for **Use**, profit or **Sale**, shall be deemed a **Wholesale Sale** when it meets all of the following conditions:

1.

Is actually and factually transformed by the process of manufacture;

2.

Becomes by the **Manufacturing** processes a necessary and recognizable ingredient, component and constituent part of the finished product; and

3.

Its physical presence in the finished product is essential to the **Use** thereof in the hands of the ultimate **Consumer**.

b.

Commercial packaging materials. The **Sales** to and **Purchases** of **Tangible Personal Property** for **Use** as **Commercial Packaging Materials** by a **Person** engaged in **Manufacturing** or compounding for **Sale**, profit or **Use**, shall be deemed a **Wholesale Sale**. (See section 22-86(24).)

c.

Newsprint, printer's ink. The **Sales** to and **Purchases** of newsprint and printer's ink for **Use** by publishers of **Newspapers** and commercial printers shall be deemed to be **Wholesale Sales**.

d.

*To other **Licensed Retailers**.* The **Sale** by **Wholesalers** or **Retailers** to a **City of Steamboat Springs** or **State of Colorado Licensed Retailer**, jobber, dealer or other **Wholesaler** for purposes of **Taxable** resale, and not for the **Retailer's**, jobber's, dealer's or **Wholesaler's** own **Consumption**, **Use**, **Storage** or **Distribution**, shall be deemed to be **Wholesale Sales**.

(3)

*Delivery outside **City**.*

a.

Shipments out of state. The **Sales** of **Tangible Personal Property** shall be exempted from the operation of this division if both the following conditions exist:

1.

The **Sales** are to those who reside or do **Business** outside the state; and

2.

The articles **Purchased** are to be delivered to the **Purchaser** outside the state by common, contract, or commercial carrier, who is employed to effect delivery by the seller, or by the conveyance of the seller, or by mail, provided, however, that the article so **Purchased** and so delivered is to be **Used**, **Stored**, **Distributed** or **Consumed** outside the state.

b.

*Deliveries to nonresident outside **City**.* The **Sales** of **Tangible Personal Property** shall be exempted from the operation of this article if both the following conditions exist:

1.

The **Sales** are to those who reside or do **Business** outside the **City**; and

2.

The articles **Purchased** are to be delivered to the **Purchaser** outside the **City** by common, contract, or commercial carrier who is employed to effect delivery by the seller, or by the conveyance of the seller, or by mail, provided however, that the article so **Purchased** and so delivered is to be **Used**, **Stored**, **Distributed** or **Consumed** outside the **City**.

(4)

Bad debts charged off. The amount of gross **Sales** which are represented by accounts not secured by conditional **Sale** contract or chattel mortgage and which are found to be worthless and are actually and properly charged off as bad debts for the purpose of the income **Tax** imposed by the laws of the State of Colorado may be credited upon a subsequent payment of the **Tax** herein. However, if any such accounts are hereafter collected by the **Taxpayer**, the **Tax** shall be paid upon the amount so collected. Provided, such credit shall not be allowed with respect to any account or item therein arising from the **Sale** of any article under a conditional **Sale** contract, other title retention agreements for all or part of the **Purchase Price** or from the **Sale** of any article when the seller takes a chattel mortgage on the **Tangible Personal Property** to secure all or part of the **Purchase Price**.

(5)

Trade-ins for taxable resale. The amount equal to the fair market value of any exchanged or traded in property which

is to be resold thereafter in the usual course of the **Retailer's Business**, if included in the full **Price** of an article sold, shall be exempted from the operation of this division.

(6)

Sales of gasoline or cigarettes.

a.

Sale of gasoline. The **Purchase Price** paid or charged on commodities or motor fuel which has accrued or has been paid the motor fuel tax prescribed by the Colorado Motor Fuel Tax Law of 1933, article 27 of title 39, C.R.S. 1973.

b.

Sales of cigarettes. The **Sale** or **Purchase** of cigarettes shall be exempted from the operation of this division.

(7)

Sales to governmental units; Sales to religious, Charitable and quasigovernmental organizations.

a.

Sales to federal government, the state, and its subdivisions. The **Purchase Price** paid or charged on direct **Sales** to, and direct **Purchases** by the United States Government; to the State of Colorado, its departments or institutions, and the political subdivisions thereof, including Steamboat Springs in their governmental functions and activities only.

b.

Sales to religious, Charitable and quasigovernmental organizations. The **Purchase Price** paid or charged on direct **Sales** to, and direct **Purchases** by religious, **Charitable**, and quasi-governmental corporations, in the conduct of their regular religious, **Charitable**, and quasi-governmental capacities only, provided that the said organizations and corporations have applied for, been assigned, and do furnish to the **Vendor** their State of Colorado Exempt Institution License Number. In the event no such exempt number is furnished, the **Vendor** is to charge the **Tax**.

(8)

returned goods; discounts.

a.

Returned goods. The amount equal to the **Sale Price** of property returned by the **Purchaser** when the full **Sale Price** including the **Tax** levied is refunded, either in cash or by credit.

b.

Discounts and allowances. The amount of discount from the original selling **Price** if such discount or decrease in **Purchase Price** and the corresponding decrease in **Sales Tax** due is actually passed on to the **Consumer**. An anticipated cash discount to be allowed for payment on or before a given date is not an allowable adjustment to the selling **Price** in determining **Gross Taxable Sales** on any **Vendor's Return** prior to the date when the customer actually receives the discount. Any adjustments in **Sale Price** such as allowable discounts, rebates, and credits cannot be anticipated and the **Tax** must be based upon the original **Price** unless such adjustments have actually been made prior to the filing of the **Return** wherein such **Sale** is reported. Provided, if the **Price** upon which the **Tax** was computed and paid to the **City** by the **Vendor** is subsequently readjusted, prior to the payment of the **Tax** by the **Purchaser**, a proper credit may be taken against the **Tax** due on the next subsequent **Return**.

(9)

Prescription drugs and Prosthetic Devices and Medical Supplies. The **Sale** or **Purchase** of **Medical Supplies** for human **Consumption** and **Prescription Drugs for Animals**.

(10)

Food stamp or federal special supplement program Sales. The **Sales** and **Purchases** of **Food**, as specified in 7 U.S.C. § 2012(g), as such section exists on October 1, 1987, or is thereafter amended, which is **Purchased** with **Food** stamps pursuant to the Federal Food Stamp Program and; the **Sales** and **Purchases** of **Food**, as specified in 42 U.S.C. § 1786, as such section exists on October 1, 1987, or is thereafter amended, which is **Purchased** with WIC vouchers or checks pursuant to the Federal Special Supplemental Program for Woman, Infants, and Children are exempt from the Steamboat Springs Sales Tax.

(11)

Other deductions.

a.

Monthly rentals of rooms. The **Sales** and **Purchases** of commodities and services under the provisions of section 22-182(c)(5) hereof to any occupant who is a permanent **Resident** of any hotel, apartment hotel, lodging house, motor hotel, guest house, guest ranch, mobile home, auto camp, trailer court or park, or any other place and who enters into or has entered into a written agreement for occupancy of a room or rooms or **Accommodations** for a period of at least thirty (30) consecutive days during the calendar year or preceding year. This exemption shall not apply to the **Sale** or **Sales** of any goods, services or commodities other than the furnishing of rooms and **Accommodations**, unless such goods, services or commodities are otherwise exempt from the **Tax** as provided herein.

b.

Finance charges. The amount paid by any **Purchaser** as, or in the nature of, interest or finance charges on account of credit extended in connection with the **Sale** of any **Tangible Personal Property** if the interest or

Finance charges are separately stated from the consideration received for the **Tangible Personal Property** transferred in the **Retail Sale**, and if included in report of **Gross Sales and Services** are deductible therefrom.

c.

Newspapers. The amount paid or charged for **Newspapers** as legally defined by the Colorado Revised Statutes, 1973, § 24-70-102 shall be exempted from the operation of this division.

d.

Cattle, sheep and other animals; farm auctions. The **Sale** or **Purchase** of meat cattle, sheep, lambs, swine and goats and **Purchases** of mares and stallions for breeding purposes; and all **Farm Close-out Sales** (see section 22-86(26)).

e.

Sales to contractors who have deposited the Tax. The **Sales** to and **Purchases** by contractors of building materials only for installation, **Use** or **Consumption** on job sites or building construction addresses, on which a **City Building Permit** or other document has been issued which indicates that the **Tax** has been deposited or obligated for, whether it be for Steamboat Springs or any other municipality, provided that:

1.

The **Construction Materials** were included items in determining the valuation of the construction for purposes of issuance of the **City Building Permit**;

2.

The **Vendor** records on the **for every** invoice of **Sale** the job site address and **City Building Permit** number;

3.

The contractor presents a validated copy of the **Building Permit** and has deposited the **Tax** with the **City** on the estimated basis based on a percentage of the building or construction valuation on the issuance of that permit.

f.

Sales to contractors for exempt organizations. Sales of **Construction** and building materials to contractors and subcontractors for **Use** in the building, erection, alteration, or repair of structures, highways, roads streets, and other public works owned and used by:

1.

The United States government, the State of Colorado, its department s and institutions, the political subdivisions thereof in their governmental capacities only;

2.

Charitable **Organizations** in possession of a **Colorado Exempt Institution License number**, and used in the conduct of their regular charitable functions and activities (refer to section 22-86(10)); or

3.

Schools, other than **Schools** held or conducted for private or corporate profit (refer to section 22-86(52)); shall be exempted from the operation of this division.

g.

Livestock feed; seeds; orchard trees. The **Sale** or **Purchase** of feed for livestock or poultry, all **Sales** and **Purchases** of seeds for resale crop production and all **Sales** and **Purchases** of orchard trees.

h.

Factory built housing. Forty-eight (48) percent of the **Purchase Price** of factory-built housing defined as; any structure, or component thereof, designed primarily for residential occupancy, either permanent or temporary, including a mobile home which is wholly or in substantial part made, fabricated, formed, or assembled in **Manufacturing** facilities for installation, or assembly and installation, on the building site, shall be exempt from taxation.

i.

Vending machines. The **Sale** of Personal Property through coin-operated vending machines with an individual selling **Price** of fifteen (\$0.15) cents or less are exempt from the **Tax** imposed by this division.

j.

Consumable items for Food Vendors. Any **Sale** of any article, container or bag to a **Retailer** or **Vendor** of **Food**, meals, or beverages, which is to be furnished to a **Consumer** or user for **Use** with other articles of **Tangible Personal Property** which have been **Purchased** at **Retail**; such articles, containers or bags are exempt if:

1.

A separate charge is not made for the article, container or bag to the **Consumer** or user, together with the **Food**, meals or beverages **Purchased**; and

2.

Sales **Tax** is paid on the **Retail Purchase**.

k.

Commercial Linen Services. The lease or rental by commercial **Linen Services** of linens are exempt from the **Tax** imposed by this division.

l.

Non-vending coin operated devices. The gross **Sales** from the **Use** of non-vending, coin-operated devices are exempt from the **Tax** imposed by this division.

m.

Sale of firewood. Firewood sold at **Retail** or **Wholesale** to be used to provide heat is exempt from taxation under this division.

(12)

Building materials used for renovation of historic buildings. Sales of building materials used for the preservation or restoration of structures or buildings located within Routt County and listed in the Routt County Historic Register. This exemption shall only apply to materials used for rehabilitation projects which preserve the historic character and significance of such structure or building and comply with the U.S. Secretary of the Interior's Standards for Rehabilitation and any other applicable state or local design guidelines.

a.

The exemption provided by this paragraph shall not affect a seller's obligation to collect and a **Purchaser's** obligation to pay the **Sales Tax** levied by this division.

b.

Persons paying the **Sales Tax** on materials exempted under this paragraph may obtain a refund of the **Sales Tax** paid by application to the **City Treasurer**. Such applications shall be processed by the **City Treasurer** in accordance with the provisions of section 22-110 and shall be supported by a written certificate from the Steamboat Springs Historic Preservation Advisory Commission that the completed rehabilitation project preserves the historic character and significance of the structure or building and complies with the U.S. Secretary of the Interior's Standards for Rehabilitation and any other applicable state or local design guidelines.

c.

Any other provision of this Code notwithstanding, application for a refund under this subsection shall be made within sixty (60) days of the date of Steamboat Springs Historic Preservation Advisory Commission approval of the completed project.

(Ord. No. 1246, § 16.14, 11-19-92; Ord. No. 1252, § 1(a), 2-18-92; Ord. No. 1273, § 1(c), 5-19-92; Ord. No. 1649, § 2, 12-1-98; Ord. No. 1737, § 2, 5-16-00)

Secs. 22-184—22-195. - Reserved.

Steamboat Springs, Colorado, Code of Ordinances >> PART II - STEAMBOAT SPRINGS REVISED MUNICIPAL CODE >> Chapter 22 - TAXATION >> ARTICLE III. - SALES, USE AND ACCOMMODATIONS TAXES >> DIVISION 4. - USE TAX >>

DIVISION 4. - USE TAX

[Sec. 22-196. - Imposed; rate.](#)

[Sec. 22-197. - Taxable transactions, commodities and services.](#)

[Sec. 22-198. - Exempt transactions, commodities and Persons.](#)

[Secs. 22-199—22-210. - Reserved.](#)

Sec. 22-196. - Imposed; rate.

There is hereby imposed, commencing on ~~December 1, 1997~~ **January 1, 2010**, and continuing through December 31, ~~2004~~ **2019**, on the privilege of **Storing, Using or Consuming Construction** and building materials of every kind and form and all **Automotive Vehicles** Purchased outside of the **City** for **Use or Consumption** within the **City**, a **Use Tax** of four and one-half (4½) percent (4.5%) of the **Retail Purchase Price** of said **Construction** and building materials and motor vehicles; after December 31, ~~2004~~ **2019**, the amount of the **Tax** hereby levied shall be four (4) percent (4%) of the **Retail Purchase Price** unless the qualified electors of the **City** shall authorize an extension.

(Ord. No. 1246, § 16.15, 11-19-92; Ord. No. 1354, § 2, 8-17-93; Ord. No. 1525, § 2, 7-7-97)

Sec. 22-197. - Taxable transactions, commodities and services.

The **Tax** imposed by this division is applicable as follows:

(1)

Automotive Vehicles. On the **Purchase Price** paid or charged on the **Sale** or the **Purchase** for **Use** or **Storage** of an **Automotive Vehicle** or **Mobile Machinery** and **Self-Propelled Construction Equipment** to a **Resident** of this **City** (refer to subsections 22-86(7) and 122-86(34) for definitions).

(2)

Construction Materials. On the **Purchase Price** paid or charged on the **Sale** or **Purchase** of **Construction Materials** for **Use** or **Consumption** within the **City** limits of Steamboat Springs. Every contractor who shall build, construct, alter, expand, modify, or improve any building, dwelling or other structure, or improvement to real property in this **City** and who shall **Purchase** lumber, fixtures, or any other **Construction Materials** and supplies **Used** therefore, and every owner, or lessee of realty situate in the **City** and of improvements and structures located upon realty, situate in the **City**, upon which any article or articles of **Tangible Personal Property** acquired from sources within (or without) the **City**, are attached or affixed shall pay the Steamboat Springs Construction Use Tax as the ultimate **Consumer**.

- a. An estimated deposit for construction **Use Tax** will be paid directly to the **City Treasurer** or his/her designee prior to the issuance of any construction permit for **Use** in the **City**.
- b. The estimated construction **Use Tax** deposit will be computed by taking fifty (50) percent of the estimated cost of construction times the current **Use Tax** rate.
- c. Should the estimated deposit exceed the **Tax** due on the actual cost of **Construction Materials Used** for the construction approved by the associated **Building Permit**, the construction contractor having applied for and received such permit may apply to the **City Treasurer** for a refund of all **Excess Tax** paid by submitting, in writing, a request for such refund and by providing any documentation as required by the **City Treasurer**.
- d. Nothing here mentioned shall preclude the **City** from performing an audit of construction costs to ascertain the actual **Tax** liability for **Construction Materials**. However, upon the issuance of a certificate of occupancy, the estimated **Use Tax** deposit assessed and paid with the issuance of a **Building Permit** plus any subsequent adjustments will be accepted as full payment for the extinguishment of all **Use Tax** liability associated with the materials and fixtures incorporated into the real property as allowed by the permit.

(3)

Factory built housing. On fifty-two (52) percent of the **Purchase Price** paid for factory-built housing defined as; any structure, or component thereof, designed primarily for residential occupancy, either permanent or temporary, including a mobile home, which is wholly or in substantial part made, fabricated, formed, or assembled in **Manufacturing** facilities for installation, or assembly and installation, on a building site within the **City**, upon which the Steamboat Springs **Sales Tax** has not been previously paid.

(Ord. No. 1246, § 16.16, 11-19-92; Ord. No. 1273, § 1((a), (b), 5-19-92; Ord. No. 2038, § 2, 1-10-06)

Sec. 22-198. - Exempt transactions, commodities and Persons.

- (a) *Use or Storage of Automotive Vehicle by nonresident.* The **Use** or **Storage** in the **City** of **Automotive Vehicles** is exempt hereunder if:
 - (1) The owner is or was, at the time of **Purchase**, a nonresident of Steamboat Springs; and
 - (2) He **Purchased** the vehicle outside of this **City** for **Use** outside of this **City**, and actually so **Used** it for a substantial and primary purpose for which it was acquired; and
 - (3) He registered, titled and licenses said motor vehicle outside of the **City**.
- (b) *Sales to the federal government, the state, and its subdivisions.* The **Purchase Price** paid or charged on direct **Sales** to, and direct **Purchases** by the United States Government; to the State of Colorado, its departments or institutions, and the political subdivisions thereof, including Steamboat Springs in their governmental functions and activities only.
- (c) *Sales to religious, Charitable, and quasi-governmental organizations.* The **Purchase Price** paid or charged on direct **Sales** to, and direct corporations, in the conduct of their regular religious, charitable, and quasi-governmental capacities only, provided that the said organizations and corporations have applied for, been assigned, and do furnish to the **Vendor** their State of Colorado Exempt Institution License Number. In the event no such exempt number is furnished, the **Vendor** is to charge the **Tax**.
- (d) *Construction Use Taxes collected by other municipalities.* **Sales Tax** shall not apply to the **Sale** of **Construction** and building materials if such materials are picked up by the **Purchaser** and the **Purchaser** presents the **Retailer** a **Building Permit** or other documentation evidencing that a municipal **Use Tax** has been paid or is required to be paid.
- (e) *Storage of Construction and building Materials.* The **Use Tax** shall not apply to the **Storage** of **Construction** and building **Materials**.
- (f)

Business not liable for auto Use Tax on Use in City. The Use or Storage in the City of pick-up trucks, commercial vans, heavy equipment and other commercial vehicles are exempt hereunder if:

- (1) The vehicle is titled and registered to a Business entity located within a designated enterprise zone of Steamboat Springs; and
- (2) The vehicle is essential for the carrying on of the Business's usual and ordinary activities; and
- (3) The vehicle is for the sole and exclusive Use of the Business not to include personal non-business activities.

(g)

Building materials Used for renovation of historic buildings. The Use Tax imposed by subsection 22-197(2) shall not apply to building materials Used for the rehabilitation of structures or buildings located within Routt County and listed in the Routt County Historic Register. This exemption shall apply only to materials Used in rehabilitation projects which preserve the historic character and significance of such structure or building and comply with U.S. Secretary of the Interior's Standards for Rehabilitation and any other applicable state or local design guidelines.

- (1) The exemption provided by this subsection shall not affect any Person's obligation to pay the estimated Use Tax provided in subsection 22-197(2).
- (2) Persons exempt from the payment of the Use Tax may obtain a refund of the estimated Tax paid by application to the City Treasurer. Such applications shall be processed by the City Treasurer in accordance with the provisions of section 22-110 and shall be supported by a written certificate from the Steamboat Springs Historic Preservation Advisory Commission that the completed rehabilitation project preserves the historic character and significance of the structure or building and complies with the U.S. Secretary of the Interior's Standards for Rehabilitation and any other applicable state or local design guidelines.
- (3) Any other provision of this Code notwithstanding, application for a refund under this subsection shall be made within sixty (60) days of the date of Steamboat Springs Historic Preservation Advisory Commission approval of the completed project.

(Ord. No. 1246, § 16.17, 11-19-92; Ord. No. 1252, § 1(b), 2-18-92; Ord. No. 1517, § 1, 12-3-96; Ord. No. 1649, § 1, 12-1-98; Ord. No. 1737, § 1, 5-16-00)

Secs. 22-199—22-210. - Reserved.

Steamboat Springs, Colorado, Code of Ordinances >> PART II - STEAMBOAT SPRINGS REVISED MUNICIPAL CODE >> Chapter 22 - TAXATION >> ARTICLE III. - SALES, USE AND ACCOMMODATIONS TAXES >> DIVISION 5. - PUBLIC ACCOMMODATIONS TAX >>

DIVISION 5. - PUBLIC ACCOMMODATIONS TAX

[Sec. 22-211. - Findings.](#)

[Sec. 22-212. - Imposed; rate; Tax cumulative.](#)

[Sec. 22-213. - Taxable transactions, commodities and services.](#)

[Sec. 22-214. - Exempt transactions and commodities.](#)

[Secs. 22-215—22-219. - Reserved.](#)

Sec. 22-211. - Findings.

The City Council hereby finds and declares that the creation of City capital improvements and amenities which will enhance the viability of the City as a premiere destination resort is of primary importance in maintaining the community identity, environmental desirability and economic health of the City. The City Council further finds that it is appropriate to fund amenities to be Used by tourists, and which will promote tourism within the City, by revenue generated from activities enjoyed by tourists and citizens in the City and that it is therefore necessary and appropriate to impose a Tax on lodgings in the City in order to preserve, promote and enhance the community identity, environmental desirability and economic health of the City.

(Ord. No. 1246, § 16.18, 11-19-92)

Sec. 22-212. - Imposed; rate; Tax cumulative.

On and after May 1, 1987, there is and shall be paid and collected an excise Tax of one percent on the Price paid for the leasing or rental of any hotel room, motel room, or other public accommodation located in the City. Said public Accommodations

Tax shall be in addition to the **Sales Tax** currently charged for said leasing or rental.

(Ord. No. 1246, § 16.19, 11-19-92)

Sec. 22-213. - Taxable transactions, commodities and services.

Leasing or rental of any hotel room, motel room, or other public accommodation in any hotel, apartment hotel, motel, lodging house, condominium, guest house, guest ranch, mobile home or trailer court or park or any similar place to any **Person**, who, for a consideration, ~~uses~~ **Uses**, possesses or has the right to **Use** or possess such room or other accommodation for a total continuous duration of less than thirty (30) days (refer to section 22-182(c)(5)).

(Ord. No. 1246, § 16.20, 11-19-92)

Sec. 22-214. - Exempt transactions and commodities.

(a)

Lodging term of thirty (30) days or more. The **Sales** and **Purchases** of commodities and services under the provisions of subsection 22-182(c)(5) hereof to any occupant who is a permanent **Resident** of any hotel, apartment hotel, lodging house, motor hotel, guest house, guest ranch, mobile home, auto camp, trailer court or park, or any other place and who enters into or has entered into a written agreement for occupancy of a room or rooms or **Accommodations** for a period of at least thirty (30) consecutive days during the calendar year or preceding year. The following entities and transactions are exempt from the duty to pay **Tax** under this article but not the duty to collect and remit the **Tax** levied hereby:

(b)

Sales to federal, state and local governments. The United States Government, the State of Colorado, its departments and institutions, and the political subdivisions thereof including the **City**, when acting in their governmental capacities and performing governmental functions and activities.

(c)

*Sales to religious, **Charitable** and quasi-governmental organizations.* Religious, **Charitable**, and quasi-governmental organizations but only in the conduct of their regular religious, **Charitable**, and quasi-governmental capacities and only if such organizations have obtained an exempt organization license and furnish the exempt **Tax** license to the **Person** who rents or leases public **Accommodations** to the organization.

(Ord. No. 1246, § 16.21, 11-19-92)

Secs. 22-215—22-219. - Reserved.

Steamboat Springs, Colorado, Code of Ordinances >> PART II - STEAMBOAT SPRINGS REVISED MUNICIPAL CODE >> Chapter 22 - TAXATION >> ARTICLE III. - SALES, USE AND ACCOMMODATIONS TAXES >> DIVISION 6. - EXCISE TAX ON NEW CONSTRUCTION >>

DIVISION 6. - EXCISE TAX ON NEW CONSTRUCTION

[Sec. 22-220. - Short title.](#)

[Sec. 22-221. - Intent and findings.](#)

[Sec. 22-222. - Definitions.](#)

[Sec. 22-223. - Excise **Tax**.](#)

[Sec. 22-224. - Separate fund.](#)

[Sec. 22-225. - Dedication of funds.](#)

[Sec. 22-226. - Exemptions.](#)

[Secs. 22-227—22-235. - Reserved.](#)

Sec. 22-220. - Short title.

This division shall be known as the excise **Tax** on **New Construction**.

(Ord. No. 1868, § 1, 9-3-02)

Sec. 22-221. - Intent and findings.

The **City Council** hereby finds and declares that:

(1)

New **Construction**, including renovations and expansions to existing structures, should be charged for the impacts that such **New Construction** places on the **City's** existing capital improvements and infrastructure;

(2)

Continued demands on the **City's** capital improvements and infrastructure, without commensurate financial contribution, would adversely affect the public health, welfare, safety, peace, and prosperity in the community;

(3)

Charging 1.2% of the value of the **New Construction** is rationally related to the **City's** legitimate governmental purpose of ensuring that the level and quality of the **City's** capital improvements and infrastructure are not diminished as **New Construction** occurs;

(4)

As the value of **New Construction** increases, there is a corresponding increase in demand on the **City's** capital improvements and infrastructure;

(5)

An excise **Tax** will help defray the costs of replacing, and improving the **City's** existing capital improvements and infrastructure to keep pace with the increased demands caused by **New Construction** and will permit the accrual of funds for the construction of new capital improvements and infrastructure as needed;

(6)

An excise **Tax** is a better way of mitigating the impacts of **New Construction** than the current impact fee; and

(7)

It is in the best interest of the public health, safety and general welfare of the citizens of the City of Steamboat Springs to create an excise **Tax** on **New Construction** so that **New Construction** will help pay for the impacts that it creates.

(Ord. No. 1868, § 2, 9-3-02)

Sec. 22-222. - Definitions.

Building Permit: A **Building Permit** issued by the Routt County Regional Building Department ("building department ") permitting the construction of a building or structure within the City of Steamboat Springs.

City: The City of Steamboat Springs, Colorado.

City Council: The City Council of Steamboat Springs, Colorado.

Excise Tax Payer: A **Person** commencing **New Construction** who is obligated to pay the excise tax in accordance with the terms of this division, or who would be obligated to pay the excise tax except for an exemption provided for in this division.

New Construction: **New Construction** shall mean any activity that requires the issuance of a **Building Permit**, including, without limitation, the construction of residential, multi-family, commercial, industrial, and any other construction activity. **New Construction** shall include, without limitation, renovations or expansions, or both, to existing structures.

Qualifying Unit: Every newly constructed single-family, duplex, or multi-family unit with a value, as calculated for purposes of issuing a **Building Permit**, of \$250,000.00 or less.

Capitalized terms used in this division, not defined in this section, shall have the meaning defined in other sections of the Steamboat Springs Municipal Code.

(Ord. No. 1868, § 3, 9-3-02)

Sec. 22-223. - Excise Tax.

As a condition precedent to the issuance of a **Building Permit** for any **New Construction**, the **Person** seeking the issuance of the **Building Permit**, the **Excise Tax Payer**, shall pay an excise tax to the **City** equal to 1.2% of the valuation of the **New Construction**, as that value is established by the building department .

(Ord. No. 1868, § 4, 9-3-02)

Sec. 22-224. - Separate fund.

The **Director** of **Financial Services** ("**Director**") shall deposit the proceeds of the excise tax on **New Construction** into the

City's capital project fund to be used in accordance with the provisions of this division.

(Ord. No. 1868, § 5, 9-3-02)

Sec. 22-225. - Dedication of funds.

The revenues generated from the excise tax shall be used only for the construction of capital improvements and infrastructure needs of the City, including, without limitation, new capital improvements and major repairs, replacement of existing capital improvements and infrastructure, and for no other purpose.

(Ord. No. 1868, § 6, 9-3-02)

Sec. 22-226. - Exemptions.

The following categories of New Construction are exempt from the payment of the excise tax established in this division:

(1)

New Construction to be built by the federal government, the State of Colorado, the City, Routt County, or the RE-2 School District.

(2)

New Construction of a dwelling unit in which the Excise Tax Payer will reside in the dwelling unit, if the Excise Tax Payer meets all of the following requirements:

a.

If the dwelling unit is also a Qualifying Unit, the first \$150,000.00 of the Building Permit value shall be exempt from the excise tax;

b.

The dwelling unit will be the sole residence of the Excise Tax Payer or the Person(s) purchasing from the Excise Tax Payer; and

c.

The Excise Tax Payer, or Person(s) purchasing from the Excise Tax Payer, must be employed or self-employed in Routt County. Where the Excise Tax Payer is unable to verify to the satisfaction of the City, at the time of the issuance of the Building Permit, that the Purchaser of the dwelling unit qualifies for an exemption under the provisions of this section, the Excise Tax Payer shall pay the excise tax but may apply for and receive a rebate of the exemption amount at the time of Sale of the dwelling unit to a Person(s) qualifying for an exemption under this section.

(3)

The City Council shall have the authority, in its sole discretion, to adopt regulations requiring the recapture of exempted and unpaid excise tax if, within three years of the issuance of a Building Permit for a Qualifying Unit, the Qualifying Unit is sold (a) to a Person for whom the Qualifying Unit is not the "sole residence", or (b) to a Person who is not employed or self-employed in Routt County.

(Ord. No. 1868, § 7, 9-3-02)

Secs. 22-227—22-235. - Reserved.

Steamboat Springs, Colorado, Code of Ordinances >> PART II - STEAMBOAT SPRINGS REVISED MUNICIPAL CODE >> Chapter 22 - TAXATION >> ARTICLE IV. - TELEPHONE OCCUPATION TAX >>

ARTICLE IV. - TELEPHONE OCCUPATION TAX ^[60]

[Sec. 22-236. - Interpretation of article.](#)

[Sec. 22-237. - Tax in lieu of other occupation taxes and in lieu of free service to City.](#)

[Sec. 22-238. - Levy.](#)

[Sec. 22-239. - Time of payment.](#)

[Sec. 22-240. - Statement of accounts.](#)

[Sec. 22-241. - Failure to pay.](#)

[Sec. 22-242. - Inspection of records.](#)

Sec. 22-236. - Interpretation of article.

The tax provided in this article is upon occupations and **Businesses** in the performance of local functions and is not a tax upon those functions relating to interstate commerce. It is expressly understood that none of the terms of this article shall be construed to mean that any telephone utility company is issued a franchise by the **City**.

(Code 1975, § 4.24.070)

Sec. 22-237. - Tax in lieu of other occupation taxes and in lieu of free service to **City.**

The tax provided in this article shall be in lieu of all other occupation taxes or taxes on the privilege of doing **Business** in the **City** on any telephone utility company subject to the provisions of this article, and in addition shall be in lieu of any free service furnished the **City** by any such telephone utility.

(Code 1975, § 4.24.080)

Sec. 22-238. - Levy.

There is levied on and against each telephone utility company operating within the **City** a tax on the occupation and **Business** of maintaining a telephone exchange and lines connected therewith in the **City** and of supplying local exchange telephone service to the inhabitants of the **City**. The amount of the tax levied shall be one dollar and fifty cents (\$1.50) per telephone account per quarter beginning with the second calendar quarter for the year 1979. The amount of tax due and payable for each calendar quarter shall be computed on the basis of the number of telephone accounts for which local exchange service is provided within the corporate limits of the **City**. The computation shall use the number of telephone accounts in existence as of the first day of the calendar quarter: January 1, April 1, July 1 or October 1.

(Code 1975, § 4.24.010)

Sec. 22-239. - Time of payment.

The tax levied by this article shall begin to accrue on the first day of each calendar quarter and shall be due and payable by the last day of each calendar quarter.

(Code 1975, § 4.24.020)

Sec. 22-240. - Statement of accounts.

Each telephone utility company subject to this article shall file with the **City** clerk **Finance Department**, in such form as the clerk **Finance Department** may require, a statement showing the total telephone accounts for which local exchange service was provided within the corporate limits of the **City** on the first day of each calendar quarter. Such statement shall accompany payment for the appropriate calendar quarter.

(Code 1975, § 4.24.030)

Sec. 22-241. - Failure to pay.

If any telephone utility company subject to the provisions of this article shall fail to pay the taxes as provided in this article, the full amount thereof shall be due and collected from such company, and the same, together with an addition of ten (10) percent of the amount of taxes due, shall be, and is declared to be, a debt due and owing from such company to the **City**.

(Code 1975, § 4.24.040)

Sec. 22-242. - Inspection of records.

The **City** and its officers, agents or representatives shall have the right, at all reasonable hours and times, to examine the books and records of the telephone utility companies which are subject to the provisions of this article, and to make copies of the entries or contents thereof.

(Code 1975, § 4.24.060)

. FOOTNOTE(S):

- ⁽⁶⁰⁾ **Cross reference**— Emergency telephone service fee, § 12-1. [\(Back\)](#)

AGENDA ITEM #12

CITY COUNCIL COMMUNICATION FORM

FROM: Debra Hinsvark, Director of Financial Services (Ext 240)

THROUGH: Wendy DuBord, Interim City Manager (Ext. 219)

DATE: February 15, 2011

ITEM: **ORDINANCE: First Supplemental Budget Appropriation Ordinance of 2011 – second reading**

NEXT STEP: Approve.

ORDINANCE
 INFORMATION

I. REQUEST OR ISSUE:

This communication form is to recognize revenues and reserves related to affordable housing, and to approve the transfer of these same revenues from the General Fund, into the Community Housing Fund. These revenues and reserves precede the formation of the Community Housing Fund.

II. RECOMMENDED ACTION:

Approval at second reading.

III. FISCAL IMPACTS:

Revenues / Reserves, General Fund:	\$ 469,856.07	
Expenditures, General Fund (via transfer to Community Housing Fund):		\$469,856.07
Revenue, Community Housing Fund:	\$ 469,856.07	

IV. BACKGROUND INFORMATION:

The City recently received \$193,856,07 from the release of funds held in escrow, for the completion of the Fish Creek Mobile Home Park railroad crossing project. These monies were used to reduce the balance of a loan used to assist the Yampa Valley Housing Authority with their purchase of the mobile home park. The release of these funds from escrow served to reduce the YVHA loan balance from \$954,000 to \$760,143.93.

The City also has maintained a restricted reserve in the General Fund, for the Joint City / County Affordable Housing Revolving Loan Fund (jointly with Routt County). This reserve totaled \$275,284.26 as of 12/31/10, and will accrue interest in the General Fund until it is transferred to the Community Housing Fund. Interest on the reserve will then accrue in the Community Housing Fund.

The Finance Department requests movement of these housing-related funds to the Community Housing Fund.

V. LEGAL ISSUES:

Supplemental Appropriations allowed per section 9.10 of the Home Rule Charter.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None noted.

VII. SUMMARY AND ALTERNATIVES:

Appropriations may be revised, deleted or approved.

CITY OF STEAMBOAT SPRINGS, COLORADO

ORDINANCE NO. _____

**FIRST SUPPLEMENTAL BUDGET APPROPRIATION
ORDINANCE OF 2011.**

WHEREAS, the City of Steamboat Springs has received revenues and maintains certain reserves from several sources, related to affordable housing:

General Fund – Revenue from the release of funds held in escrow, related to the Fish Creek Mobile Home Park railroad crossing, in the amount of \$193,856.07;

General Fund – Revenue from the joint Routt County / City of Steamboat Springs Affordable Housing Revolving Loan Fund, up to \$276,000; and

WHEREAS, the revenues were originally accounted for, in the General Fund; and

WHEREAS, the City of Steamboat Springs wishes to transfer these funds into the Community Housing Fund, in order to put all affordable housing resources in one place; and

WHEREAS, the City of Steamboat Springs does not wish to appropriate the expenditure of these funds at this time.

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

Section 1. Supplemental Revenue. That the following supplemental revenues are available in the stated amounts:

General Fund - RR crossing escrow funds	\$	193,856.07
General Fund – Revolving Loan fund reserves		276,000.00
Community Housing Fund – via transfer from GF:	\$	469,856.07

Section 2. Supplemental Appropriation. That pursuant to Section 9.10 (a) of the City of Steamboat Springs Home Rule Charter, the City Council hereby appropriates the following sums of money or that portion necessary for the purposes herein named:

General Fund – transfer to Community Housing Fund: \$ 469,856.07

Section 3. 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 4. 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 5. 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 6. 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.

INTRODUCED, READ AND ORDERED PUBLISHED, as provided by law, by the City Council of the City of Steamboat Springs, at its regular meeting held on the _____ day of _____, 2011.

**Cari Hermacinski, President
Steamboat Springs City Council**

ATTEST:

**Julie Franklin, CMC
City Clerk**

FINALLY READ, PASSED AND APPROVED this ____ day of _____, 2011.

**Cari Hermacinski, President
Steamboat Springs City Council**

ATTEST:

**Julie Franklin, CMC
City Clerk**

AGENDA ITEM # 13

CITY COUNCIL COMMUNICATION FORM

FROM: Jason K. Peasley, AICP, City Planner (Ext. 229)
Tyler Gibbs AIA, Director of Planning and Community Development
(Ext. 244)

THROUGH: Wendy DuBord, Interim City Manager (Ext. 219)

DATE: February 15, 2011

ITEM: A resolution of the City Council of the City of Steamboat Springs, Colorado, finding the change of the Future Land Use Designation of the parcel of land known as Casey's Pond Subdivision, parcels A and C from Resort Residential to Neighborhood Residential - Medium to be in compliance with the criteria for approval of a Minor Amendment to the Steamboat Springs Area Community Plan.

<input type="checkbox"/>	ORDINANCE
<input checked="" type="checkbox"/>	RESOLUTION
<input checked="" type="checkbox"/>	MOTION
<input type="checkbox"/>	DIRECTION
<input type="checkbox"/>	INFORMATION

PROJECT NAME: Casey's Pond Subdivision, Parcels A and C (#CP-10-01)

PETITION: Steamboat Springs Community Area Plan (SSACP) Minor Amendment to change the Future Land Use Designation of Casey's Pond Subdivision, Parcels A and C from Resort Residential to Neighborhood Residential - Medium.

LOCATION: Casey's Pond Subdivision, Parcels A and C (corner of Walton Creek Drive and Owl Hoot Trail)

APPLICANT: Casey's Pond, LLC c/o Michael JK Olsen Architects, PO Box 772385, Steamboat Springs, CO 80477

PC ACTION: On January 27, 2011 the Planning Commission voted to recommend approval of the application by a vote of 7-0.

CITY COUNCIL COMMUNICATION FORM

Casey's Pond Subdivision, Parcels A and C #CP-10-01

February 15, 2011

1. Background

The subject parcel is a 5.52 acre parcel of land currently platted as Casey's Pond Subdivision, Parcels A and C. The property is rectangular in shape and is bordered by City owned park land (Casey's Pond) on the west and the recently constructed extension of Owl Hoot Trail on the east. Walton Creek Road borders the site on the south side and an undeveloped lot in the Wildhorse Meadows subdivision borders the site to the north. Burgess Creek runs through this site on its southern boundary, adjacent to Walton Creek Road. Wetlands exist on this site near Burgess Creek and have been delineated in cooperation with the Army Corp of Engineers.

2. Planning Commission Discussion:

The Planning Commission discussed the proposed Community Plan Land Use Map Amendment and the appropriateness of a Neighborhood Residential - Medium designation on this site. The Commission also discussed the land use designations of the surrounding properties including those across Walton Creek Road.

3. Public Comment:

No public comment was received on this application

4. New Information:

No new information.

5. Motion:

Planning Commission recommends the City Council approve CP-10-01 with the findings that the application is consistent with the criteria for approval in Appendix E of the Steamboat Springs Area Community Plan.

LIST OF ATTACHMENTS:

Attachment 1- Staff report dated January 27, 2011.

Attachment 2- PC minutes from January 27, 2011.

AGENDA ITEM # 3

PLANNING COMMISSION COMMUNICATION FORM

FROM: Jason K. Peasley, AICP City Planner (Ext. 229)

THROUGH: Tyler Gibbs, AIA, Director of Planning and Community Development (Ext. 244)

DATE: January 27, 2011

ITEM: Steamboat Springs Community Area Plan (SSACP) Minor Amendment to change the Future Land Use Designation of Casey's Pond Subdivision, Parcels A and C from Resort Residential to Neighborhood Residential - Medium.

ORDINANCE
 RESOLUTION
 MOTION
 DIRECTION
 INFORMATION

PROJECT NAME: #CP-10-01, Casey's Pond Subdivision, Parcels A and C

PETITION: Steamboat Springs Community Area Plan (SSACP) Minor Amendment to change the Future Land Use Designation of Casey's Pond Subdivision, Parcels A and C from Resort Residential to Neighborhood Residential - Medium.

LOCATION: Casey's Pond Subdivision, Parcels A and C (corner of Walton Creek Drive and Owl Hoot Trail)

APPLICANT: Casey's Pond, LLC c/o Michael JK Olsen Architects, PO Box 772385, Steamboat Springs, CO 80477

I. RECOMMENDED MOTION

Staff finds the SSACP minor amendment is in conformance with the criteria for approval in CDC Section 26-32.

II. BACKGROUND INFORMATION

The subject property is a 5.52 acre parcel of land currently platted as Casey's Pond Subdivision, Parcels A and C. The property is rectangular in shape and is bordered by City owned park land (Casey's Pond) on the west and the recently constructed extension of Owl Hoot Trail on the east. Walton Creek Road borders the site on the south side and an undeveloped lot in the Wildhorse Meadows subdivision borders the site to the north. Burgess Creek runs through this site on its southern boundary, adjacent to Walton Creek Road. Wetlands exist on this site near Burgess Creek and have been delineated in cooperation with the Army Corp of Engineers.

III. PROJECT DESCRIPTION

Steamboat Springs Community Area Plan (SSACP) Minor Amendment to change the Future Land Use Designation of Casey's Pond Subdivision, Parcels A and C from Resort Residential to Neighborhood Residential - Medium.

The SSACP suggests RN-1, RN-2, RN-3, MF-1, MF-2 or MF-3 as the appropriate zone districts to be applied to parcels identified as Neighborhood Residential - Medium on the Future Land Use Plan.

IV. STAFF / AGENCY ANALYSIS

A. Criteria for Review and Approval (CDC Section 26-32)

(i) *Criteria for review and approval.* The council may approve an amendment to the future land use map if it is determined that one of the following applies:

- (1) The current future land use map does not provide sufficient land with the requested designation and the location requested is the best site to provide such designation; or

Staff Analysis: Consistent. The vast majority of the land designated Neighborhood Residential – Medium on Walton Creek Road is built out. The proposed land use change from Resort Residential to Neighborhood Residential – Medium for the subject property will meet a need for multi-family residential units in this location. The change also allows the site to be developed in accordance with the Entry Corridor Design Standards rather than the Mountain Base Area Design Standards. Given this site's high level of visibility from US Highway 40, development in accordance with the entry corridor standards will result in a project that better meets the goals and objectives of the SSACP.

- (2) The change in land use designation is not in conflict with the goals and policies of the community plan.

Staff Analysis: Consistent. The application is consistent with the following goals and policies of the SSACP:

- Goal LU-2: Our community supports infill and redevelopment in core areas.
- Policy LU-2.1: Infill and redevelopment will occur in appropriate locations, as designated by the city.
- Policy LU-2.2: Residential infill will be compatible in character and scale with the surrounding neighborhood.
- Policy LU-3.1: New development will maintain and enhance the character and identity of existing residential neighborhoods.
- Goal GM-1: Steamboat Springs will have a compact land use pattern within a well-defined boundary.
- Policy GM-1.3: Infill development and redevelopment will be promoted in targeted areas.
- Policy CD-1.5: Infill and redevelopment projects shall be compatible with the contest of existing neighborhoods and development.

V. STAFF FINDINGS AND MOTION

Staff finds this Steamboat Springs Community Area Plan (SSACP) Minor Amendment to change the Future Land Use Designation of Casey's Pond Subdivision, Parcels A and C from Resort Residential to Neighborhood Residential - Medium to be consistent with the SSACP criteria for approval in CDC Section 26-32.

Motion:

Planning Commission recommends approval of CP-10-01 with the findings that the application is consistent with the criteria for approval in Section 26-32 of the Community Development Code.

VI. LIST OF ATTACHMENTS

1. Applicants Narrative



MICHAEL J.K. OLSEN
ARCHITECTS

1169 HILLTOP PKWY, SUITE #205B
P.O. BOX 772385
STMBT. SPRGS., CO 80477
PHONE: 970-870-1584
FAX: 970-871-0217
mjko@mjkoarch.com

December 13, 2010

City of Steamboat Springs
Department of Planning & Community Development
124 10th Street
P.O. Box 775088
Steamboat Springs, Colorado 80477
Ph: 970-879-2060

RE: Future Land Use Map Ammendment
Casey Pond Subdivision
Proposed Parcel A & Parcel C (Outlot)

To Whom It May Concern:

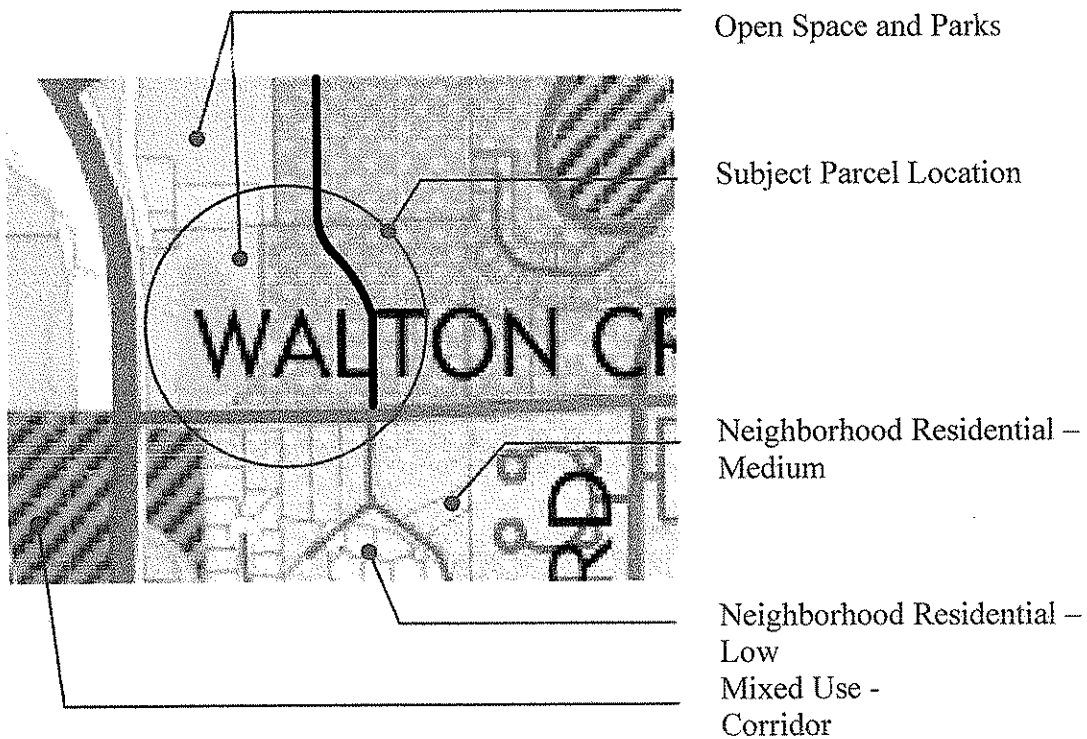
The subject Parcel A & Parcel C (Outlot) are defined in the pending approval of the Final Plat of Casey's Pond Subdivision. The total proposed area is located to the west of the newly constructed Owl Hoot Road and overlooks the City's Open Space parcel known as Casey's Pond. The total subject area is 5.35 acres. The applicant is requesting a change to the Future Land Use Map from the current zoning Resort Residential to Neighborhood Residential - Medium. It is believed the proposed change will further the Land Use and Policy Goals of the Steamboat Community Plan as outlined herein.

1.) The Steamboat Springs Comp Plan Land defines Neighborhood Residential – Medium under the Land Use Summary Table LU-4 as shown below.

<p>Neighborhood Residential - Medium</p>	<p>Primary: Range of residential uses – single family to multi-family.</p> <p>Secondary: Resort uses, neighborhood service uses, flea work, home offices.</p> <p>Educational and institutional uses.</p>	<ul style="list-style-type: none"> • Inside UGB, located with convenient access and within walking distance of community facilities and services. • Multi-family development should occur adjacent to arterials or major transportation corridors and should be within walking distance of community centers and shopping. • Development should occur within well-defined neighborhoods, as described for "Neighborhood Residential - Low," above.
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The subject parcel is bounded by Neighborhood Residential – Medium to the south. In addition it is located within the Urban Growth Boundary and is walking distance of the

Core Trail and Ski Town Park. The location is represented below in a graphic taken from the current Future Land Use Map.



The parcel is also located off the valley’s primary transportation corridor, Highway 40, as well as the arterial, Walton Creek Road. Finally, it is located within a “well-defined” neighborhood per the definition referenced below.

<p>Neighborhood Residential - Low</p>	<p>Primary: Range of residential uses—single family, small scale attached residential.</p> <p>Secondary: Compatible neighborhood-serving retail, offices, live work, home offices</p>	<ul style="list-style-type: none"> • Inside UCS, located with convenient access community facilities and services. • Should develop within neighborhoods that are well defined and buffered by open space and have a pedestrian-oriented inner core with parks, schools, and other community functions. • Connected by a grid-like street system, with access to major streets for circulation within the community.
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Existing Neighborhood Residential – Low & Medium land uses are to the south. Open space exists to the west and a park just the to northwest. A trail system exists within the Open Space to the west as well as the future sidewalk / trail along the subject parcels southern edge. Finally, the parcel is connected to the community via the newly completed Owl Hoot Trail in a grid like street system.

2.) Additionally the change meets the following Steamboat Springs Community Development Code’s criteria for approval under Section 26-62 Official Zoning Map Amendments Land Use Goals and Policies.

Goal LU-3: The Steamboat Springs community will continue to support and plan for cohesive and mixed-use neighborhoods that serve year-round residents and visitors.

The Multi-Family creates a compatible zone district with the Resort Residential and is currently used as transition zone district to the Resort Residential along the southern boundary of the resort area.

Goal LU-4: Our community will promote the development of compact Commercial Activity Nodes and a mixed-use corridor along US 40 between commercial nodes.

The subject parcel is located overlooking Hwy 40 behind Casey's Pond, therefore, commercial activity is not appropriate in this location as would parcels with direct access. The Multi-Family Zone District does not allow commercial activity.

Goal LU-5: Our community will plan and implement land use patterns that support an efficient transportation system and alternative transportation modes.

A bus stop currently exists along the southern frontage of this parcel at Walton Creek. In addition pedestrian circulation routes defined by the Mobility Circulation Plan will not be compromised by the change in zoning to Multi-Family.

In conclusion, it is believed the proposed Amendment to the Future Land Use Map is appropriate based on the arguments outlined above. If you have any questions please do not hesitate to contact me.

Sincerely,


Michael Olsen, AIA
Principal

cc/

Jon Peddie, Casey's Pond, LLC

Charles Gee, Colorado Senior Residences, LLC

DRAFT**Casey's Pond Subdivision, Parcels A & C #CP-10-01 Community Plan Future Land Use Map Amendment to change the future land use designation of Casey's Pond Subdivision, Parcels A and C from Resort Residential to Neighborhood Residential- Medium.**

Discussion on this agenda item started at approximately 6:08 p.m.

STAFF PRESENTATION

Jason Peasley –

The purpose of this change is to set up this parcel for the future development of the senior care center. The reason why the zoning is changing is to allow this property to develop under the entry corridor standards as opposed to the base area design standards. Having some sensitivity towards that entry corridor we felt was very appropriate for this site.

APPLICANT PRESENTATION

Carl Gills –

We have been working on this for several years. We're excited to come before you with this zoning change for this project that will be followed in a matter of weeks with an FDP.

Charles Gee –

We've been working very closely with staff. We'll be coming forth with our FDP within the next couple of weeks. We're hoping to break ground in the next 12-18 months. We appreciate your support on this zoning change. It allows us to utilize the property in an appropriate manner.

Michael Olsen –

In the submittal that I provided it was this parcel C and we just gave some legal descriptions. The second part is that it's a blowup of the adjacent land uses with the current zoning. The idea on that one is that you can start to see the neighborhood. By changing the zoning to MF3 really creates a good transition to the RR zone district. We're doing 2 things here, which are a zone change as well as which changes are what we develop under. (He passed out a graphic to the Planning Commission).

COMMISSIONER QUESTIONS

None

PUBLIC COMMENTS

Bill Jameson –

I don't see any controversy and would encourage you to approve this application.

FINAL STAFF COMMENTS

None

FINAL COMMISSIONER COMMENTS

None

1/27/11

DRAFT

RECOMMENDED MOTION

Staff finds this Steamboat Springs Community Area Plan (SSACP) Minor Amendment to change the Future Land Use Designation of Casey's Pond Subdivision, Parcels A and C from Resort Residential to Neighborhood Residential - Medium to be consistent with the SSACP criteria for approval in CDC Section 26-32.

Motion:

Planning Commission recommends approval of CP-10-01 with the findings that the application is consistent with the criteria for approval in Section 26-32 of the Community Development Code.

MOTION

Commissioner Hanlen moved to approve #CP-10-01 and Commissioner Meyer seconded the motion.

VOTE

Vote: 7-0

Voting for approval of motion to approve: Lacy, Beauregard, Brookshire, Hanlen, Levy, Meyer, and Slavik

Discussion on this agenda item ended at approximately 6:14 p.m.

CITY OF STEAMBOAT SPRINGS, COLORADO

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEAMBOAT SPRINGS, COLORADO, FINDING THE CHANGE OF THE FUTURE LAND USE DESIGNATION OF THE PARCEL OF LAND KNOWN AS CASEY'S POND SUBDIVISION, PARCELS A AND C FROM RESORT RESIDENTIAL TO NEIGHBORHOOD RESIDENTIAL - MEDIUM TO BE IN COMPLIANCE WITH THE CRITERIA FOR APPROVAL OF A MINOR AMENDMENT TO THE STEAMBOAT SPRINGS AREA COMMUNITY PLAN.

WHEREAS, the City Council desires to change the Future Land Use designation of the parcel of land known as Casey's Pond Subdivision, Parcels A and C from Resort Residential to Neighborhood Residential - Medium to become consistent with the Urban Design Standards and Entry Corridor Concepts; and

WHEREAS, the Steamboat Springs Area Community Plan and the Community Development Code expressly give the City Council the ability to make minor amendments to the Steamboat Springs Area Community Plan; and

WHEREAS, the Steamboat Springs City Council finds that the above mentioned Minor Amendment to the Community Plan meets all of the criteria for approval required of a Minor Amendment to the Community Plan.

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

Section 1. Finding. The future land use designation of the parcel of land known as Casey's Pond Subdivision, Parcels A and C is hereby changed from Resort Residential to Neighborhood Residential - Medium.

Section 2. Effective Date. This resolution shall be effective immediately upon passage by the City of Steamboat Springs City Council.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2011.

**Cari Hermacinski, President
Steamboat Springs City Council**

ATTEST:

**Julie Franklin, CMC
City Clerk**

AGENDA ITEM # 14

CITY COUNCIL COMMUNICATION FORM

FROM: Jason K. Peasley, City Planner (Ext. 229)
Tyler Gibbs AIA, Director of Planning and Community Development
(Ext. 244)

THROUGH: Wendy DuBord, Interim City Manager (Ext. 219)

DATE: February 15, 2011

ITEM: Second Reading of the Casey's Pond Subdivision, Parcels A and C Official
Zoning Map Amendment (#ZMA-10-05)

NEXT STEP: This is the second and final reading of this ordinance.

ORDINANCE
 RESOLUTION
 MOTION
 DIRECTION
 INFORMATION

PROJECT NAME: Casey's Pond Subdivision, Parcels A and C (#ZMA-10-05)

PETITION: Official Zoning Map Amendment to change the zoning from Resort Residential One, Low Density (RR-1) to Multi-Family Three, High Density (MF-3) for a 5.52 acre parcel known as Casey's Pond Subdivision, Parcels A and C.

LOCATION: Casey's Pond Subdivision, Parcels A and C (Corner of Walton Creek Road and Owl Hoot Trail)

APPLICANT: Casey's Pond, LLC c/o Michael JK Olsen Architects, PO Box 772385, Steamboat Springs, CO 80477

PC ACTION: On January 27, 2011 the Planning Commission voted 7-0 to approve the application.

CITY COUNCIL COMMUNICATION FORM

Casey's Pond Subdivision, Parcels A and C #ZMA-10-05

February 15, 2011

1. Background

The subject parcel is a 5.52 acre parcel of land currently platted as Casey's Pond Subdivision, Parcels A and C. The property is rectangular in shape and is bordered by City owned park land (Casey's Pond) on the west and the recently constructed extension of Owl Hoot Trail on the east. Walton Creek Road borders the site on the south side and an undeveloped lot in the Wildhorse Meadows subdivision borders the site to the north. Burgess Creek runs through this site on its southern boundary, adjacent to Walton Creek Road. Wetlands exist on this site near Burgess Creek and have been delineated in cooperation with the Army Corp of Engineers.

2. Planning Commission Discussion:

The Planning Commission discussed the proposed rezoning and the applicable design standards for the new zone district.

3. Public Comment:

Public comment was received at the meeting in support of the requested zone change.

4. New Information:

No new information at this time.

5. Motion:

Planning Commission finds this Official Zoning Map Amendment to change the zoning from Resort Residential One, Low Density (RR-1) to Multi-Family Three, High Density (MF-3) for a 5.52 acre parcel known as Casey's Pond Subdivision, Parcels A and C to be consistent with the Community Development Code criteria for approval for an Official Zoning Map Amendment:

1. Justification
2. Compatibility with surrounding development
3. Advantages versus disadvantages
4. Consistent with the purpose and standards of the zone district
5. Effects on natural environment

LIST OF ATTACHMENTS:

Attachment 1- Staff report dated January 27, 2011

Attachment 2- Draft PC minutes from January 27, 2011



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT STAFF REPORT

PLANNING COMMISSION AGENDA ITEM #4:	
Project Name:	Casey's Pond Subdivision, Parcels A and C #ZMA-10-05
Prepared By:	Jason K. Peasley, AICP City Planner (Ext. 229)
Through:	Tyler Gibbs AIA, Director of Planning and Community Development (Ext. 244)
Planning Commission (PC):	January 27, 2011
City Council (CC):	February 1, 2011 First Reading February 15, 2011 Second Reading
Existing Zoning:	Resort Residential One, Low Density (RR-1)
Applicant:	Casey's Pond, LLC c/o Michael JK Olsen Architects, PO Box 772385, Steamboat Springs, CO 80477
Request:	Official Zoning Map Amendment to change the zoning from Resort Residential One, Low Density (RR-1) to Multi-Family Three, High Density (MF-3) for a 5.52 acre parcel known as Casey's Pond Subdivision, Parcels A and C.

Project location

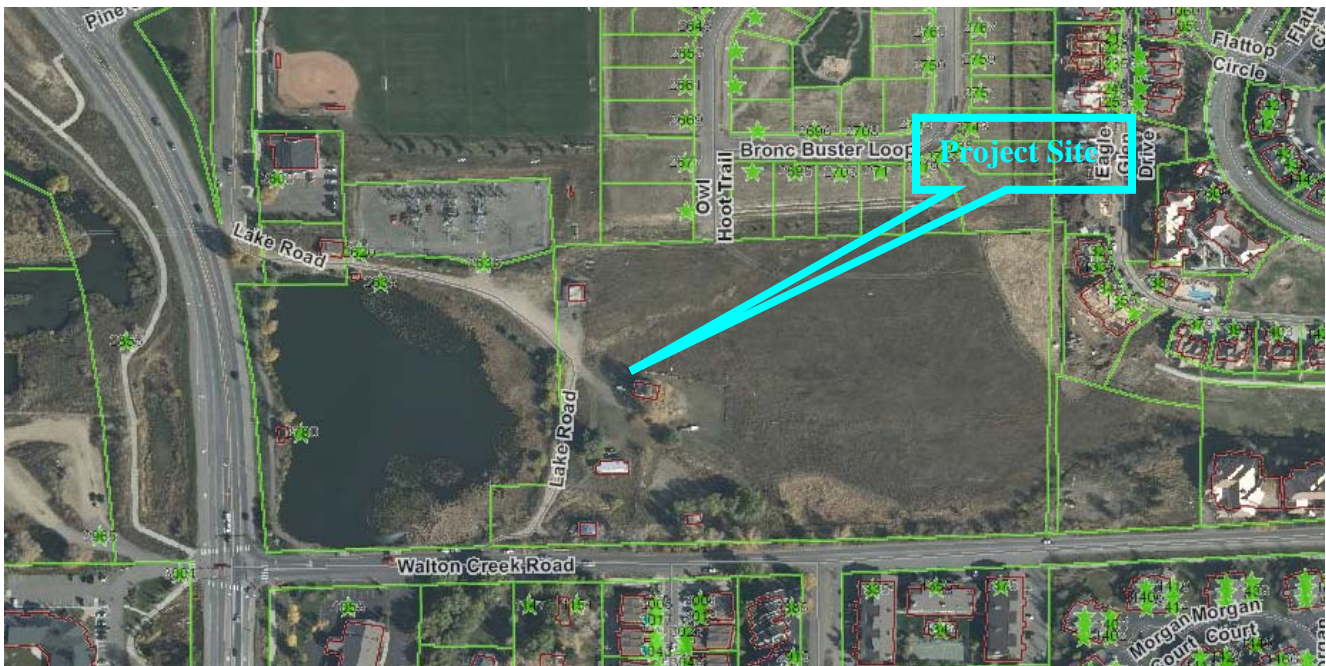
Corner of
Walton Creek
Road and Owl
Hoot Trail

Staff Report - Table of Contents		
Section		Pg
I.	Staff Finding	4-2
II.	Project Location	4-2
III.	Background Information	4-2
IV.	Project Description	4-2
V.	Staff Analysis	4-3
VI.	Staff Findings and Motion	4-5
VII.	Attachments	4-6

I. STAFF FINDING

Staff finds this Official Zoning Map Amendment to change the zoning from Resort Residential One, Low Density (RR-1) to Multi-Family Three, High Density (MF-3) for a 5.52 acre parcel known as Casey's Pond Subdivision, Parcels A and C to be consistent with the Community Development Code criteria for approval for an Official Zoning Map Amendment.

II. PROJECT LOCATION



III. BACKGROUND INFORMATION

The subject property is a 5.52 acre parcel of land currently platted as Casey's Pond Subdivision, Parcels A and C. The property is rectangular in shape and is bordered by City owned park land (Casey's Pond) on the west and the recently constructed extension of Owl Hoot Trail on the east. Walton Creek Road borders the site on the south side and an undeveloped lot in the Wildhorse Meadows subdivision borders the site to the north. Burgess Creek runs through this site on its southern boundary, adjacent to Walton Creek Road. Wetlands exist on this site near Burgess Creek and have been delineated in cooperation with the Army Corp of Engineers.

IV. PROJECT DESCRIPTION

The proposed Zoning Map Amendment intends to rezone Parcels A and C of the Casey's Pond Subdivision from RR-1 to MF-3. The proposed rezoning allows for the site to be developed with more sensitivity towards the City's entry corridor.

V. STAFF ANALYSIS

A. Zone District Comparison

CDC Standard	Existing Zoning	Proposed Zoning
	RR-1	MF-3
Lot Coverage	0.50	0.45
Units Per Lot	None	None
Floor Area Ratio	No Max.	0.50
Building Height		
Overall Height	63 feet (with significant variations in building height, including differences of multiple stories, is required in an effort to break up the mass of structures)	57 feet (for Multi-Family structures) 63 feet (with underground parking)
Average Plate Height	n/a	35 feet (for Multi-Family structures) 41 feet (with underground parking)
Front Setback	20 feet (principal structure 1 st and 2 nd story) 25 feet (principal structure 3 rd story)	15 feet (principal structure 1 st and 2 nd story) 20 feet (principal structure 3 rd story)
Side Setback	15 feet (principal structure)	10 feet (principal structure)
Rear Setback	15 feet (principal structure)	10 feet (principal structure)
Permitted Uses	Multi-Family Dwellings Institutional Uses	Multi-Family Dwellings Institutional Uses
Design Standards	Mountain Base Area Design Standards	Entry Corridor Design Standards

B. Criteria for Review and Approval

In considering any petition for amendment to the Official Zoning Map, the following criteria contained in Section 26-62 shall govern unless otherwise expressly required by the CDC. The ordinance approving the rezoning amendment shall be approved and adopted only if it appears by *clear and convincing* evidence presented during the public hearing before City Council that the following conditions exist:

1. **Justification.** One of the following conditions exists:
 - a) The rezoning is necessary to correct a mistake in the current zoning map; or

- b) The amendment to the overlay zone district was an error; or
- c) The rezoning is necessary to respond to changed conditions since the adoption of the current zoning map; or
- d) The rezoning will substantially further the Community Plan's Preferred Direction and Policies, or specific area plans, and the rezoning will substantially conform to the Community Plan Land Use Map designation for the property, or is accompanied by an application for an amendment to the Community Plan Land Use Map and the amendment is approved prior to approval of the requested zoning map amendment.

Staff Finding: Consistent

Staff finds this request is consistent with justifications (d). The site of the proposed rezoning is identified in the Steamboat Springs Area Community Plan Future Land Use Plan as Resort Residential, however the applicant has proposed to amend the Future Land Use Plan to designate the property as Neighborhood Residential - Medium (see CP-10-01). The SSACP suggests RN-1, RN-2, RN-3, MF-1, MF-2 or MF-3 as the appropriate zone districts to be applied to parcels identified as Neighborhood Residential - Medium on the Future Land Use Plan.

2. Compatibility with Surrounding Development. The type, height, massing, appearance and intensity of development that would be permitted by the proposed amendment will be compatible with surrounding zone districts, land uses, and neighborhood character, and will result in a logical and orderly development pattern within the community.

Staff Finding: Consistent

Staff finds the proposed zone change is compatible with surrounding development and neighborhood character. Surrounding sites including the Aspens at Walton Creek, Walton Creek Condos and other developments along Walton Creek Road are zoned MF-1 and MF-3 and are multi-family developments. The adjacent developments in Wildhorse Meadows and on Eagle Glen Drive are zoned RR-1. The adjacent City owned park land is zoned OR.

3. Advantages vs. Disadvantages. The advantages of the zone district proposed substantially outweigh the disadvantages to the community and/or neighboring land occasioned by the zoning amendment; and

Staff Finding: Consistent

Staff finds the advantages of rezoning the property outweigh the disadvantages to the community and/or neighboring lands. The rezoning of this parcel to MF-3 requires that the

site be developed according to the Entry Corridor Design Standards rather than the Mountain Base Area Design Standards. The proposed rezoning allows for the site to be developed with more sensitivity towards the City's entry corridor as it is highly visible from US Highway 40.

4. Consistent with Purpose and Standards of Zone District. The amendment will be consistent with the purpose and standards of the zone district to which the property is proposed to be designated.

Staff Finding: Consistent

Staff finds this amendment to be consistent with the purpose and standards of the Multi-Family Three, High Density (MF-3) Zone District. The Purpose and Intent of the MF Zone District states:

“Purpose and intent. The multi-family residential zone district is intended primarily to provide areas for development of multi-family housing in a range of densities. Such housing may include townhouses, condominiums, and apartments. These developments shall take measures to ensure compatibility with adjacent properties of lower densities, as well as to provide adequate open space.”

The proposed rezoning is consistent with the general description of the MF Zone District with respect to providing multi-family housing that is compatible with adjacent properties of lower densities. This parcel is required to provide 15% open space at the time of site development.

5. Effects on Natural Environment. That the proposed amendment will not result in significant adverse effects on the natural environment, including water quality, air quality, wildlife habitat, vegetation, wetlands, and natural landforms.

Staff Finding: Consistent

The proposed amendment will not result in any significant adverse effects on the natural environment. Future development of the site will be subject to existing regulations, including waterbody setback and construction site management BMPs that are intended to mitigate the effects on the natural environment.

VI. STAFF FINDINGS AND MOTION

Staff finds this Official Zoning Map Amendment to change the zoning from Resort Residential One, Low Density (RR-1) to Multi-Family Three, High Density (MF-3) for a 5.52 acre parcel known as Casey's Pond Subdivision, Parcels A and C to be consistent with the Community Development Code criteria for approval for an Official Zoning Map Amendment.

VII. LIST OF ATTACHMENTS

1. Applicants Narrative
2. Existing Zoning and Future Land Use Plan Map



MICHAEL J.K. OLSEN
ARCHITECTS

1169 HILLTOP PKWY, SUITE #205B
P.O. BOX 772385
STMBT. SPRGS., CO 80477
PHONE: 970-870-1584
FAX: 970-871-0217
mjko@mjkoarch.com

December 13, 2010

City of Steamboat Springs
Department of Planning & Community Development
124 10th Street
P.O. Box 775088
Steamboat Springs, Colorado 80477
Ph: 970-879-2060

RE: Zone Change Request
Casey Pond Subdivision
Proposed Parcel A & Parcel C (Outlot)

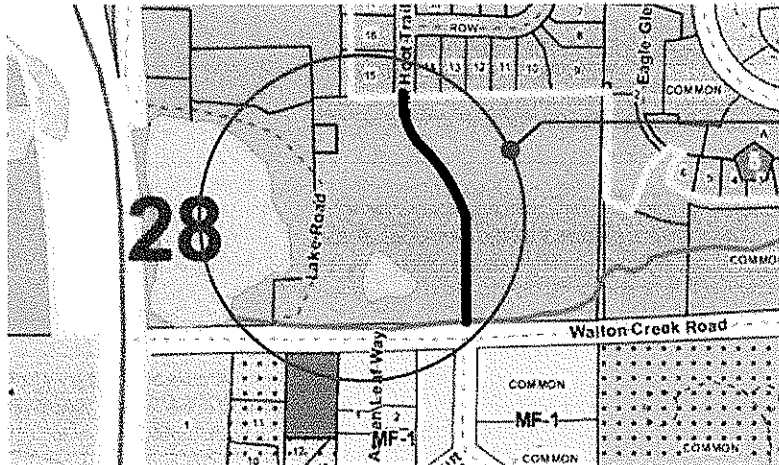
To Whom It May Concern:

The subject Parcel A & Parcel C (Outlot) are defined in the pending approval of the Final Plat of Casey's Pond Subdivision. The total proposed area is located to the west of the newly constructed Owl Hoot Road and overlooks the City's Open Space parcel known as Casey's Pond. The total subject area is 5.35 acres. The applicant is requesting a zone change to MF-3, Multi-Family, from the current zoning RR-1, Resort Residential.

The proposed zone change meets the following Steamboat Springs Community Development Code's criteria for approval under Section 26-62 Official Zoning Map Amendments.

1.) Justification.

Review of the two subject parcels note them in the RR-1 Zone District and thus subject to the Mountain Base Area Design Guidelines overlay zone district. However, the location of the subject parcels in along Highway 40 Corridor make the Urban Design Standards and Entry Corridor Concepts overlay zone district the appropriate zone district. Therefore, the appropriate zoning is MF-3 requiring inclusion into the appropriate overlay zone district noted above. See graphic below of existing zoning map. Planning staff is aware of this condition and will be updating the City of Steamboat Springs Future Land Use Map upon updating the Community Plan.



Subject Area

Rezoning the subject parcel to MF-3 will additionally further the Land Use and Policy Goals of the Steamboat Community Plan as outlined herein.

Land Use Goals and Policies

Goal LU-3: The Steamboat Springs community will continue to support and plan for cohesive and mixed-use neighborhoods that serve year-round residents and visitors.

The Multi-Family creates a compatible zone district with the Resort Residential and is currently used as transition zone district to the Resort Residential along the southern boundary of the resort area.

Goal LU-4: Our community will promote the development of compact Commercial Activity Nodes and a mixed-use corridor along US 40 between commercial nodes.

The subject parcel is located overlooking Hwy 40 behind Casey's Pond, therefore, commercial activity is not appropriate in this location as would parcels with direct access. The Multi-Family Zone District does not allow commercial activity.

Goal LU-5: Our community will plan and implement land use patterns that support an efficient transportation system and alternative transportation modes.

A bus stop currently exists along the southern frontage of this parcel at Walton Creek. In addition pedestrian circulation routes defined by the Mobility Circulation Plan will not be compromised by the change in zoning to Multi-Family.

2.) Compatibility with Surrounding Development.

The proposed Multi-Family Zone District is compatible with a proposed amendment to the City of Steamboat Springs Future Land Use Map by City Planning Staff. This proposed amendment is due to the subject Parcels location and the appropriate Urban Design Standards and Entry Corridor Concepts overlay zone district.

3.) Advantages versed Disadvantages.

The advantages of creating a zone district subject to the Urban Design Standards and Entry Corridor Concepts will require the subject parcels to the identical overlay zone district as other parcels along the entry corridor. Thus, facilitating the creation of a cohesive urban fabric as one passes thru this corridor. The Mountain Base Area Design Standards define a non-consistent urban fabric.

4.) Consistent with Purpose and Standards of Zone District.

The proposed zone change will allow for multi-family housing that is compatible with the surrounding development. Allowable housing types include: townhouses, condominiums, and apartments. The MF-3, multi-family high density, allows for the highest density within the Multi-Family Zone District and this density although somewhat less than the Resort Residential allows for a transition to the Multi-Family zoning to the south.

5.) Effects on Natural Environment.

The proposed zone change will not result in significant adverse effects on the natural environment. To clarify there should be no discernable differential impact between the Muti-Family and Resort Residential Zone Districts. The subject area does have wetlands which are currently being delineated by the Army Corps of Engineers. Upon completion of delineation these will become incorporated into the Final Plat of Casey's Pond Subdivision.

There are no known critical wildlife species or vegetation currently inhabiting the site.

It is felt the proposed zone change's benefits far outweigh any potential negatives based upon each argument noted above. If you have any questions please do not hesitate to contact me.

Sincerely,

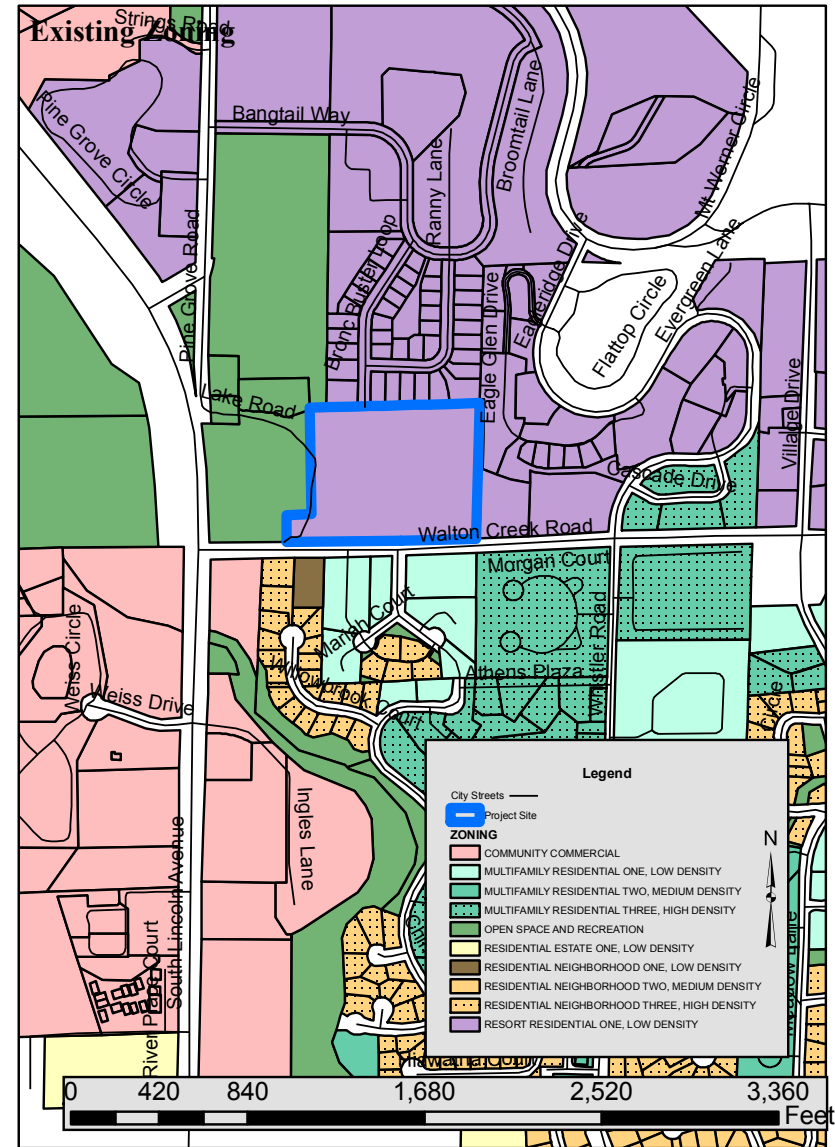
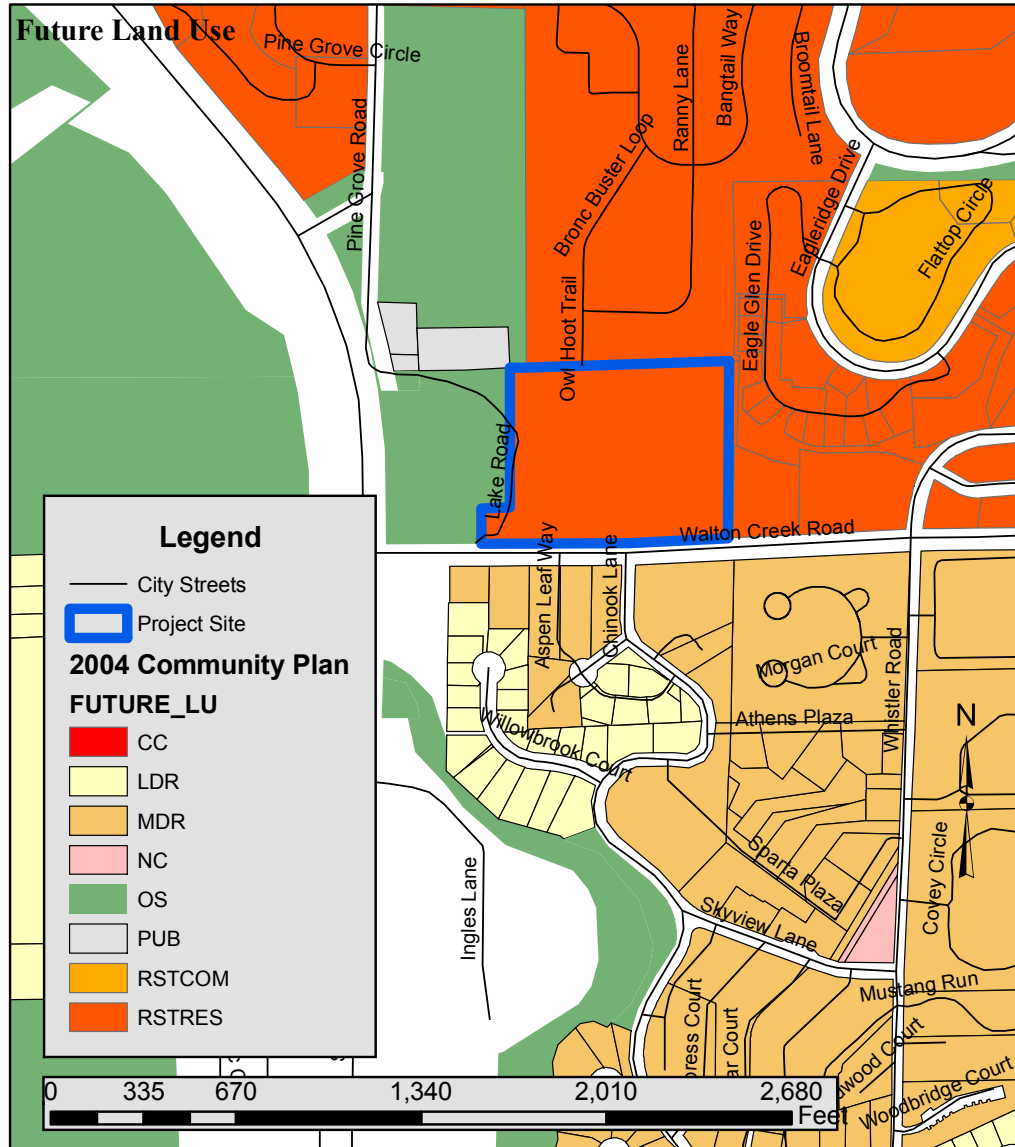


Michael Olsen, AIA
Principal

cc/

Jon Peddie, Casey's Pond, LLC
Charles Gee, Colorado Senior Residences, LLC

ZMA-10-05 Casey's Pond Subdivision, Parcels A and C



DRAFT**Casey's Pond Subdivision, Parcels A & C #ZMA-10-05 Official Zoning Map Amendment to change the zoning of Casey's Pond Subdivision, Parcels A and C from Resort Residential One, Low Density to Multi-Family Three, High Density.**

Discussion on this agenda item started at approximately 6:14 p.m.

STAFF PRESENTATION

Jason Peasley –

Commissioner Hanlen raised a point on Monday's work session about the entry corridor standards as it relates to the proposed building here. I didn't see any conflicts that arised from those standards with any of the building elevations that I saw today. Those standards anticipate a building of this size and have the ability to provide good articulation with a building like that.

RECOMMENDED MOTION

Staff finds this Official Zoning Map Amendment to change the zoning from Resort Residential One, Low Density (RR-1) to Multi-Family Three, High Density (MF-3) for a 5.52 acre parcel known as Casey's Pond Subdivision, Parcels A and C to be consistent with the Community Development Code criteria for approval for an Official Zoning Map Amendment.

MOTION

Commissioner Hanlen moved to approve #ZMA-10-05 and Commissioner Meyer seconded the motion.

VOTE

Vote: 7-0

Voting for approval of motion to approve: Lacy, Beauregard, Brookshire, Hanlen, Levy, Meyer, and Slavik

Discussion on this agenda item ended at approximately 6:16 p.m.

CITY OF STEAMBOAT SPRINGS, COLORADO

ORDINANCE NO. _____

AN ORDINANCE REZONING PROPERTY LOCATED IN CASEY'S POND SUBDIVISION, PARCELS A AND C; FROM RR-1 (RESORT RESIDENTIAL ONE – LOW DENSITY) ZONE DISTRICT TO MF-3 (MULTI-FAMILY THREE – HIGH DENSITY) ZONE DISTRICT; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Chapter 26, Art. III, Div. 2, Section 26-62 of the Steamboat Springs Revised Municipal Code, a rezoning has been initiated by the property owner to rezone the subject properties from RR-1 (Resort Residential One – Low Density) to MF-3 (Multi-Family Three – High Density); and

WHEREAS, the Steamboat Springs Area Community Area Plan Future Land Use Map has designated this area as Neighborhood Residential - Medium. The Neighborhood Residential - Medium use classification encourages a wide range of residential uses; and

WHEREAS, the Steamboat Springs Area Community Area Plan supports properly designed, infill development that achieves quality mixed-use neighborhoods by compatible character and scale with the surrounding neighborhood; and

WHEREAS, the Planning Commission of the City of Steamboat Springs has considered the same and recommended approval of the rezoning; and finds that the request is in compliance with all of the rezoning criteria of Section 26-62(d) of the Community Development Code; and

WHEREAS, the City Council of the City of Steamboat Springs has considered the Planning Commission recommendation and finds that the request is in compliance with all of the rezoning criteria of Section 26-62(d) of the Community Development Code; and

WHEREAS, the City Council considers that it is in the public interest to rezone the subject property in accordance with the provisions of this Ordinance.

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

Section 1. The City Council specifically finds that the procedures for an Official Zoning Map Amendment within the City of Steamboat Springs as prescribed in Chapter 26 of the Steamboat Springs Revised Municipal Code, have been fulfilled, and the Council hereby approves the rezoning for the subject property as set forth below. The City Council also finds that this ordinance is necessary for the health, safety, and welfare of the community.

Section 2. Pursuant to Chapter 26, Art. III, Div. 2, Section 26-62 of the Steamboat Springs Revised Municipal Code, Casey's Pond Subdivision, Parcels A and C is hereby rezoned from RR-1 (Resort Residential One – Low Density) to MF-3 (Multi-Family Three – High Density).

Section 3. In accordance with Chapter 26, Art. III, Div.2, Section 26-62 of the Steamboat Springs Revised Municipal Code, the Director of Planning Services is hereby directed to modify and amend the Official Zoning Map of the City to indicate the zoning specified above.

Section 4. 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 5. 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 6. 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 7. 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.

INTRODUCED, READ AND ORDERED PUBLISHED, as provided by law, by the City Council of the City of Steamboat Springs, at its regular meeting held on the ____ day of _____, 2011.

**Cari Hermacinski, President
Steamboat Springs City Council**

ATTEST:

**Julie Franklin, CMC
City Clerk**

FINALLY READ, PASSED AND APPROVED this _____ day of _____, 2011.

**Cari Hermacinski, President
Steamboat Springs City Council**

ATTEST:

**Julie Franklin, CMC
City Clerk**

2010 Year End

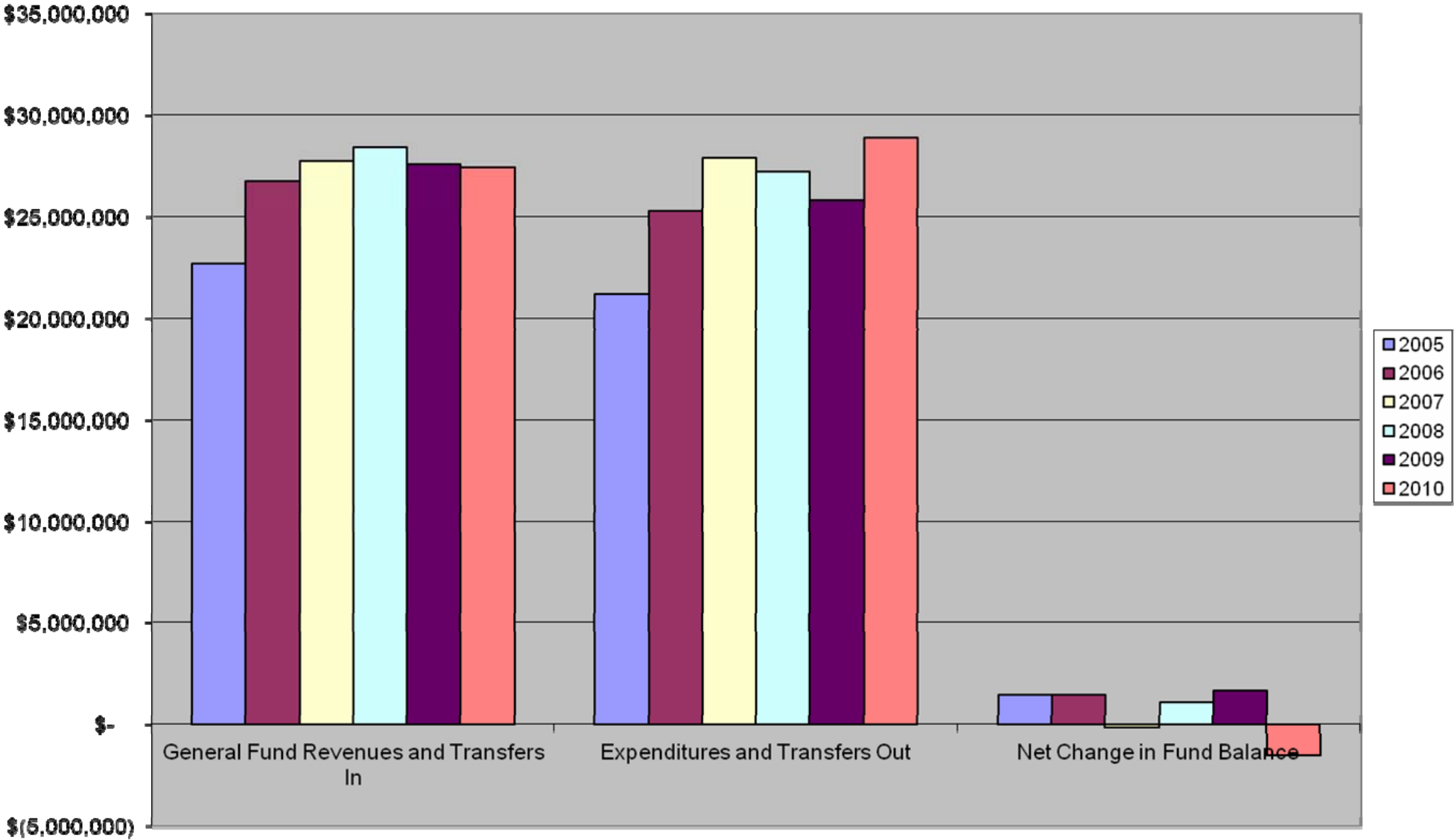
Preliminary Report

February 15, 2010

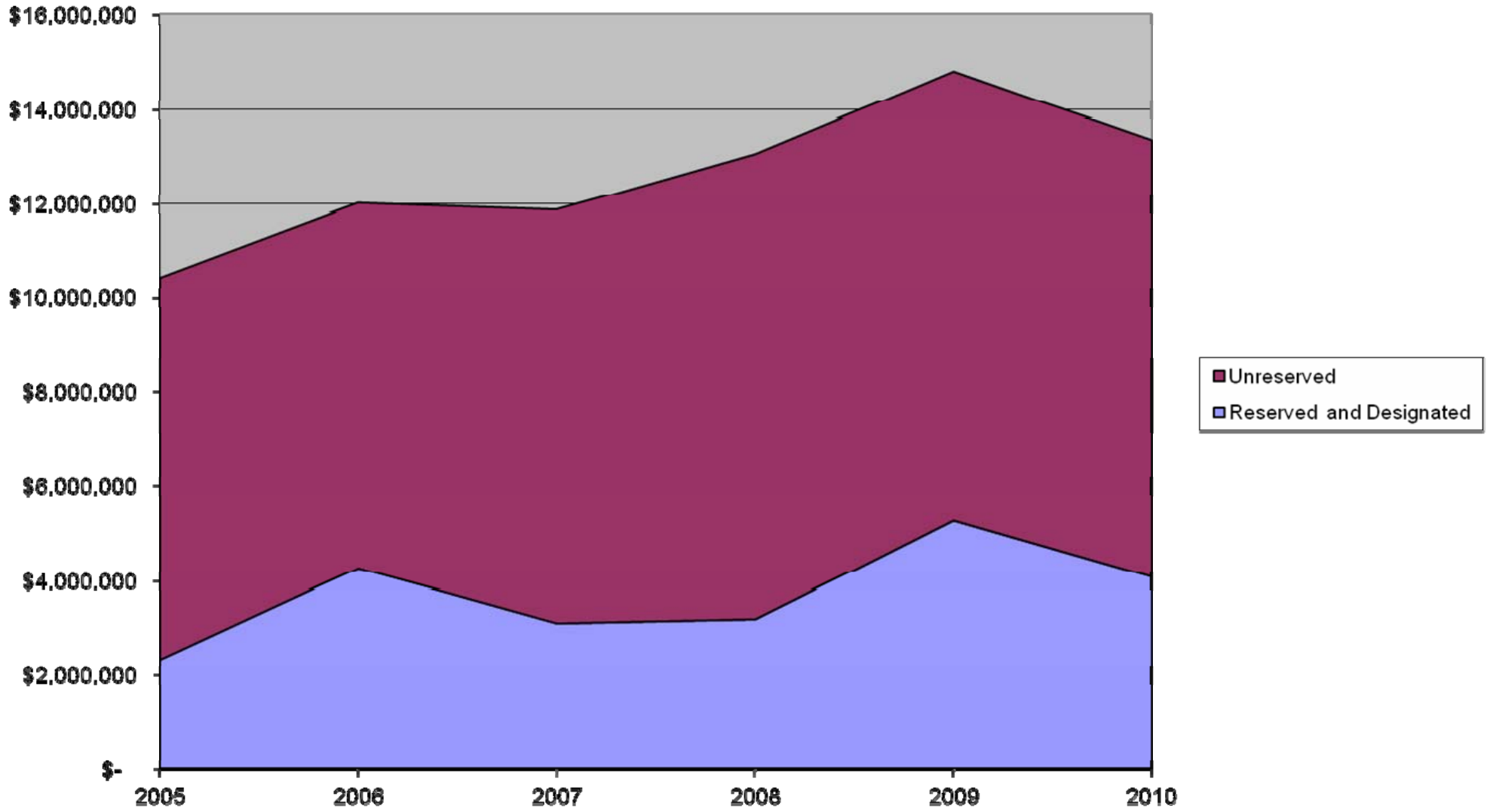
2010 Preliminary Budget vs. Actual General Fund

	2010 Adopted Budget	2010 Supplemental Appropriations	2010 Final Budget	2010 Preliminary Actual
Revenues	\$20,948,480	\$5,232,743	\$26,161,223	\$27,327,415
Expenditures	\$(21,129,582)	\$(5,232,743)	\$(26,362,325)	\$(25,819,585)
Transfer Reserves to CIP Fund	\$ (1,600,000)		\$(1,600,000)	\$(1,600,000)
Appropriation of 2009 Surplus/Reserves		\$(1,458,650)	\$(1,458,650)	\$(1,458,650)
Total Use of Reserves	\$(1,801,102)	\$(1,458,650)	\$(3,259,752)	
Actual Expenditures (over) Under Reserves				\$ (1,550,820)

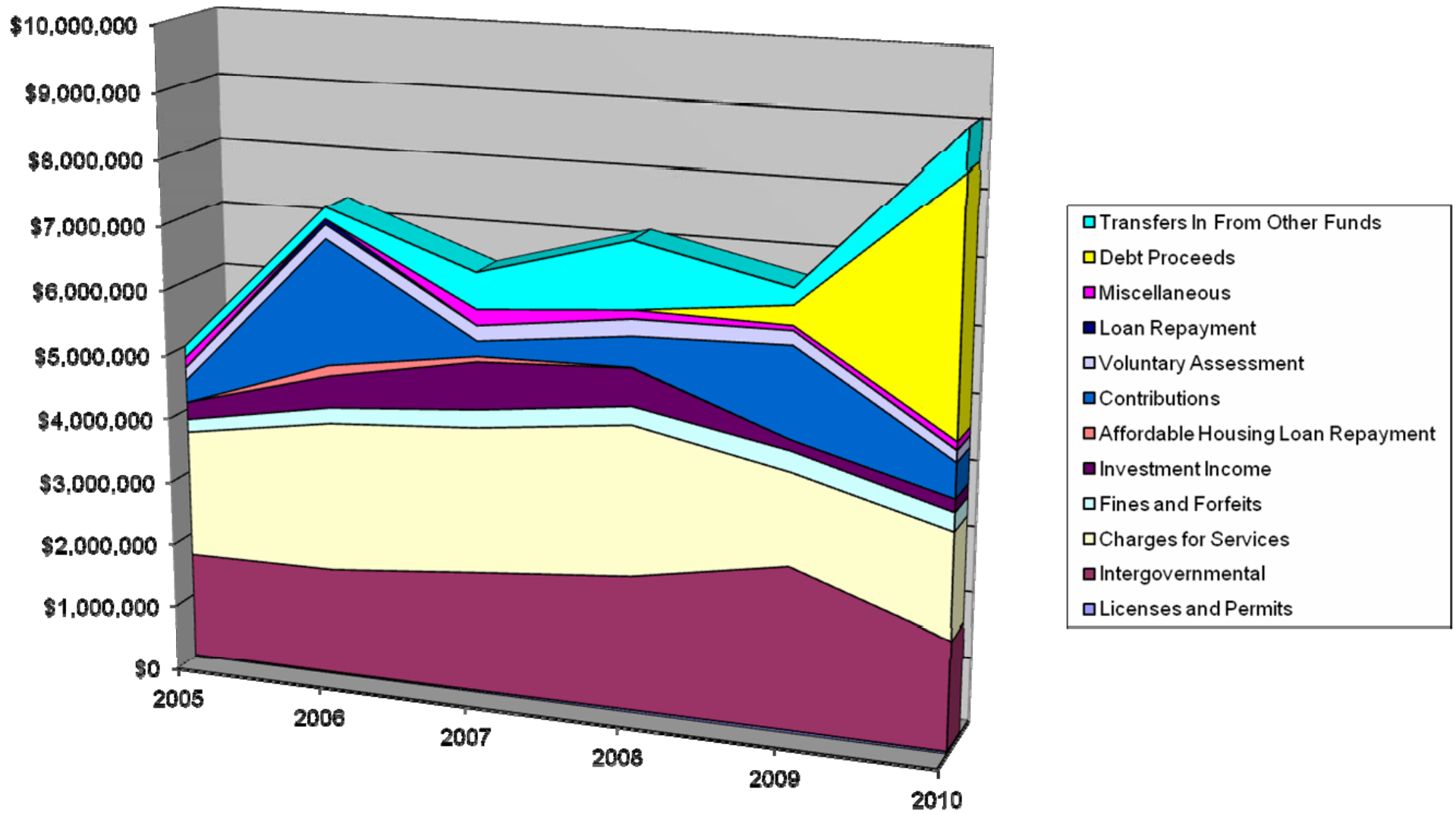
General Fund Revenues/Expenditures and Net Change 2005-2010



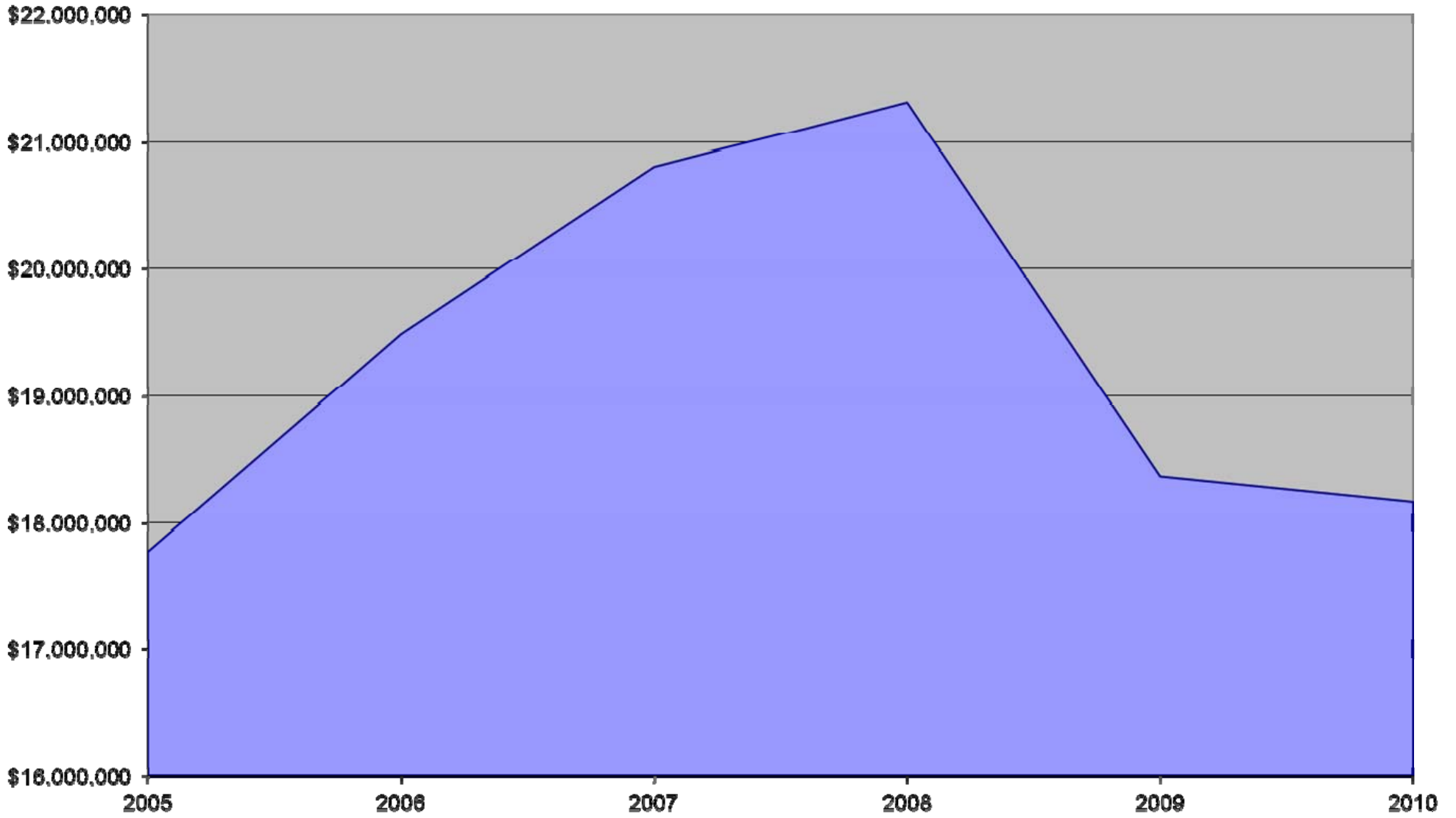
GF Fund Balances 2005-2010



General Fund Revenues Other than Taxes 2005-2010



**General Fund Tax & Assessment Revenue
2005-2010**



2009-2010 Sales Tax Collection – Cash Basis

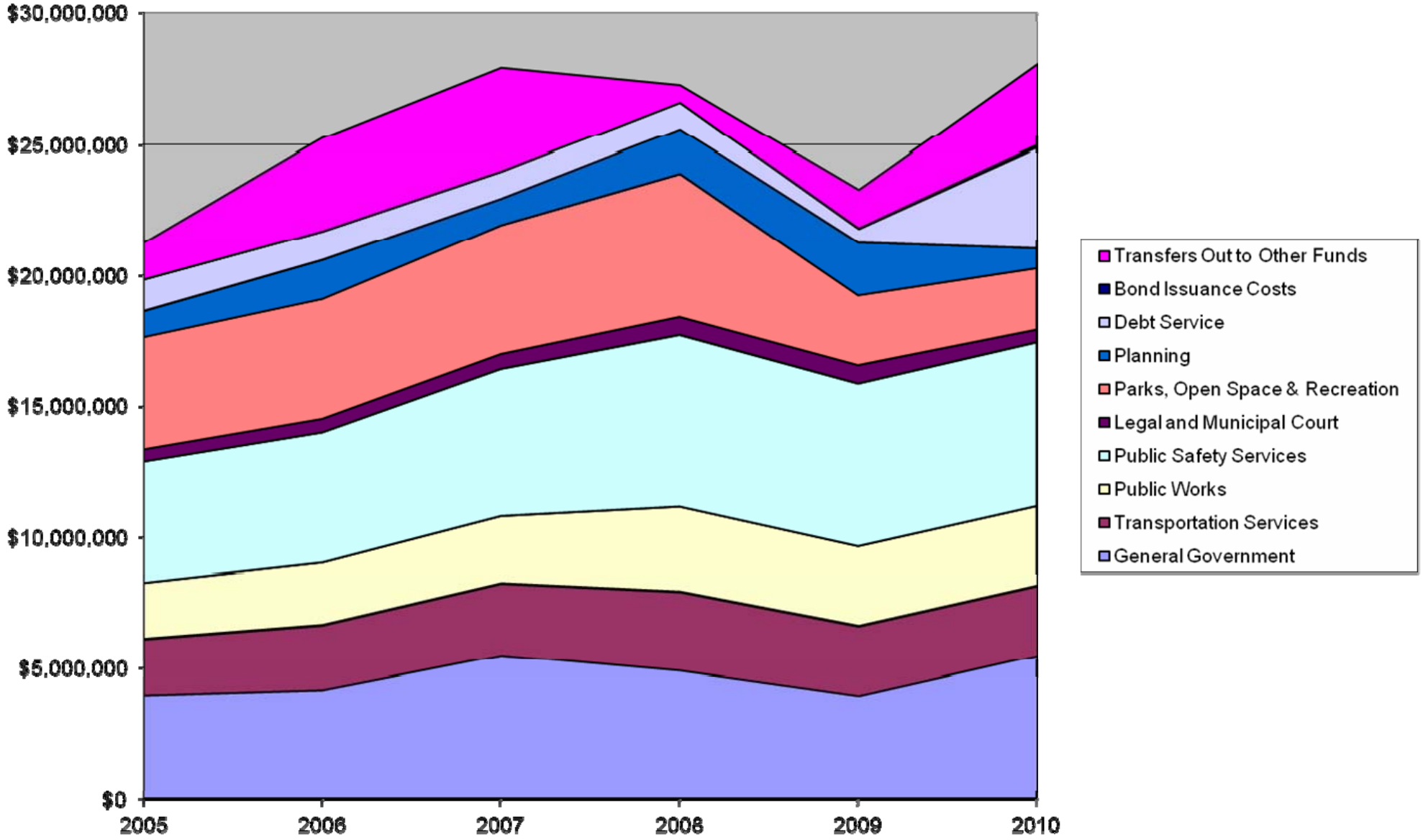
CASH BASIS

	2009 Actual	2010 Budget by Month	2010 Actual	Budget Comparison		Actual Comparison	
				Inc/(Dec) Budget Comparison	Year-to-date Budget Comparison	By Month	Year-to-date Compared to 2009
February	\$ 1,914,890	\$ 1,695,061	\$ 1,763,247	4.02%	4.02%	-7.92%	-7.92%
March	\$ 1,800,950	\$ 1,594,201	\$ 1,756,685	10.19%	7.01%	-2.46%	-5.27%
April	\$ 1,871,481	\$ 1,656,635	\$ 1,908,163	15.18%	9.75%	1.96%	-2.85%
May	\$ 1,120,530	\$ 991,893	\$ 946,311	-4.60%	7.35%	-15.55%	-4.97%
June	\$ 914,222	\$ 809,269	\$ 884,987	9.36%	7.59%	-3.20%	-4.76%
July	\$ 1,217,086	\$ 1,077,365	\$ 1,205,284	11.87%	8.18%	-0.97%	-4.24%
August	\$ 1,454,130	\$ 1,287,196	\$ 1,463,008	13.66%	8.96%	0.61%	-3.55%
September	\$ 1,299,451	\$ 1,150,274	\$ 1,310,173	13.90%	9.51%	0.83%	-3.06%
October	\$ 1,161,893	\$ 1,028,508	\$ 1,259,903	22.50%	10.69%	8.44%	-2.01%
November	\$ 1,022,716	\$ 905,308	\$ 1,012,372	11.83%	10.78%	-1.01%	-1.94%
December	\$ 3,056,495	\$ 2,704,290	\$ 3,153,615	16.62%	11.84%	3.18%	-1.01%
	\$16,833,844	\$ 14,900,000	\$ 16,663,748				

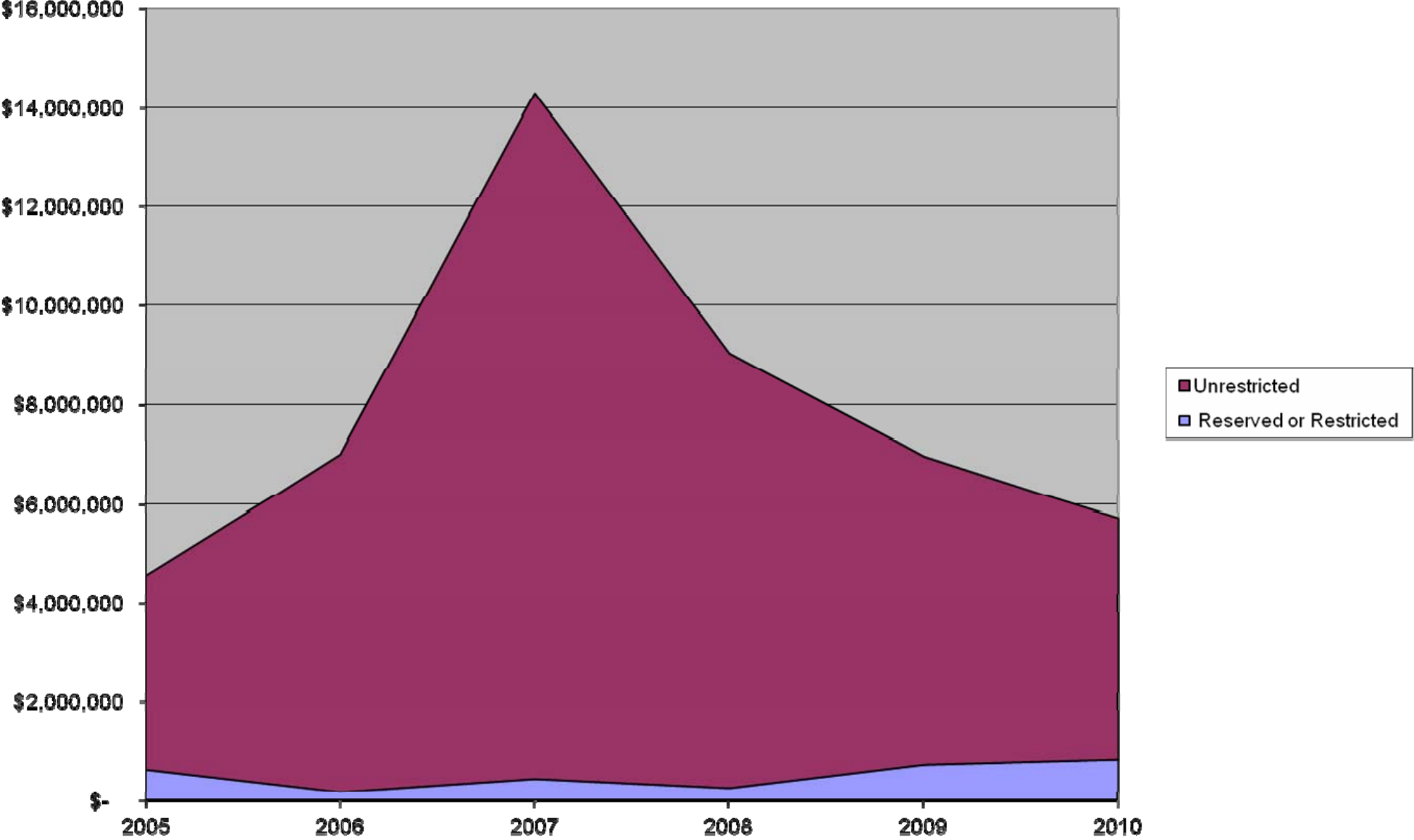
Sales Tax budgeted for 2010 was 11.48% below 2009 actual.

Sales Tax budgeted for 2011 is 12% below 2010 actual.

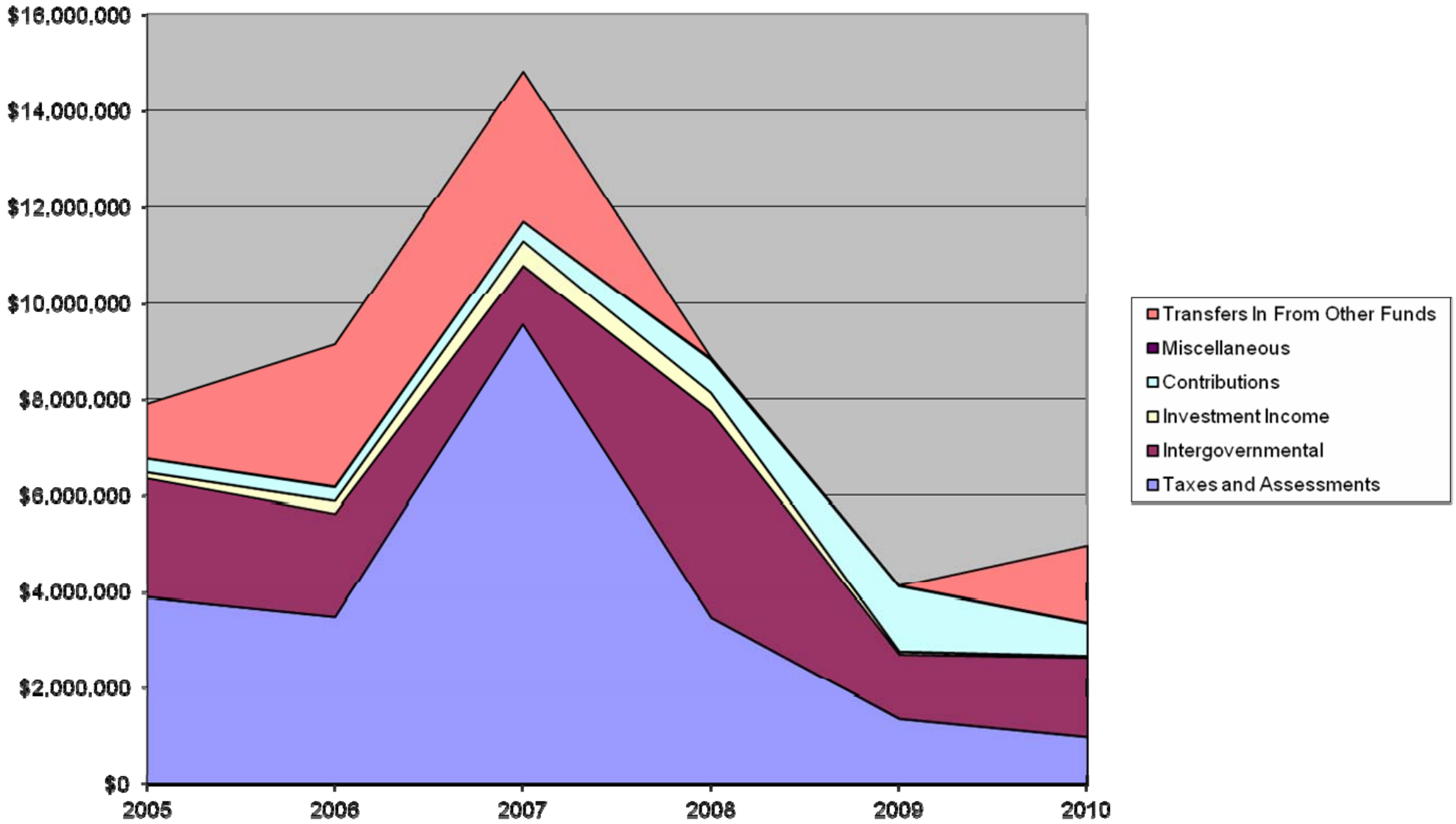
General Fund Expenditures



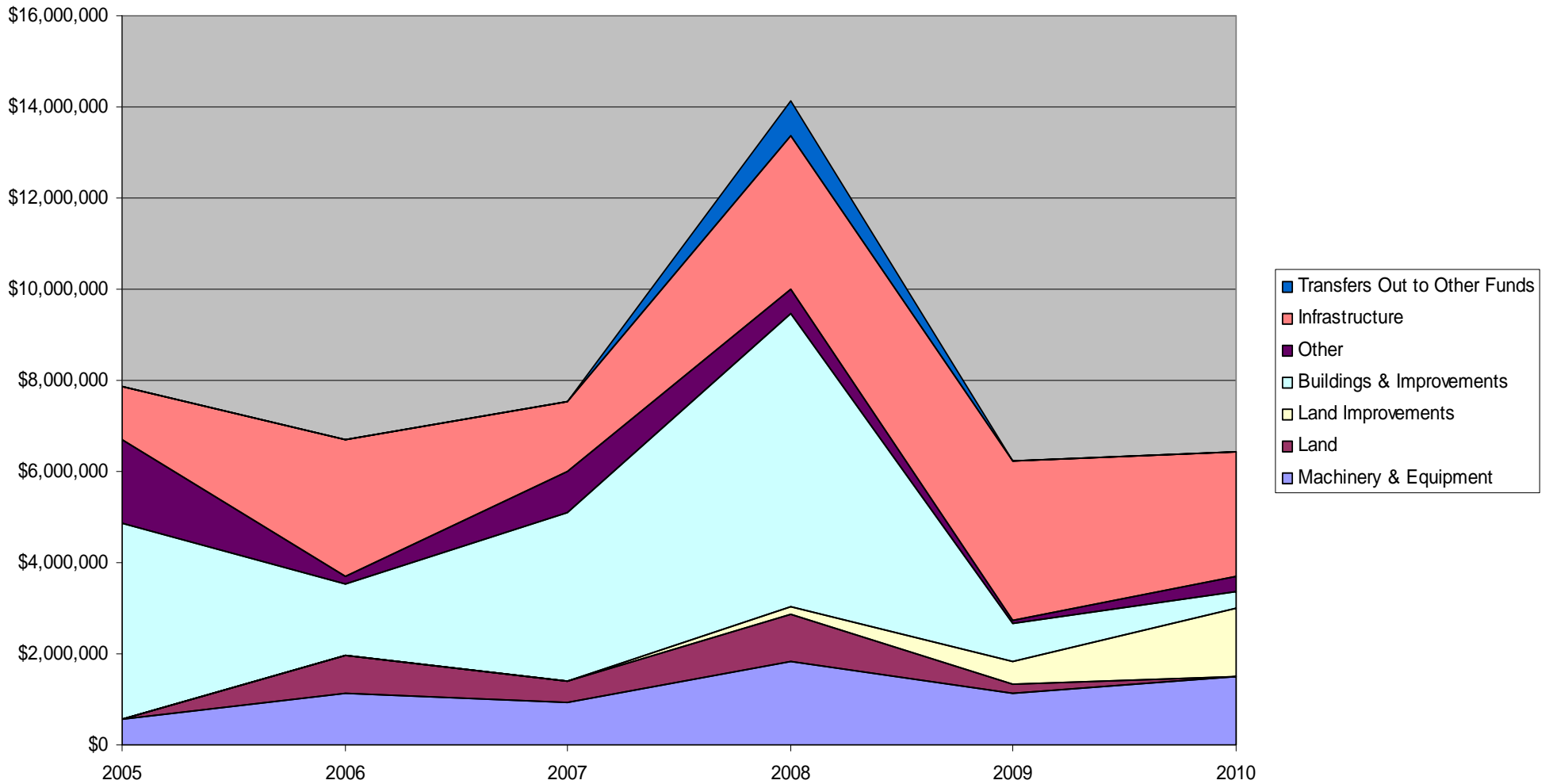
**Capital Fund - Fund Balances
2005-2010**



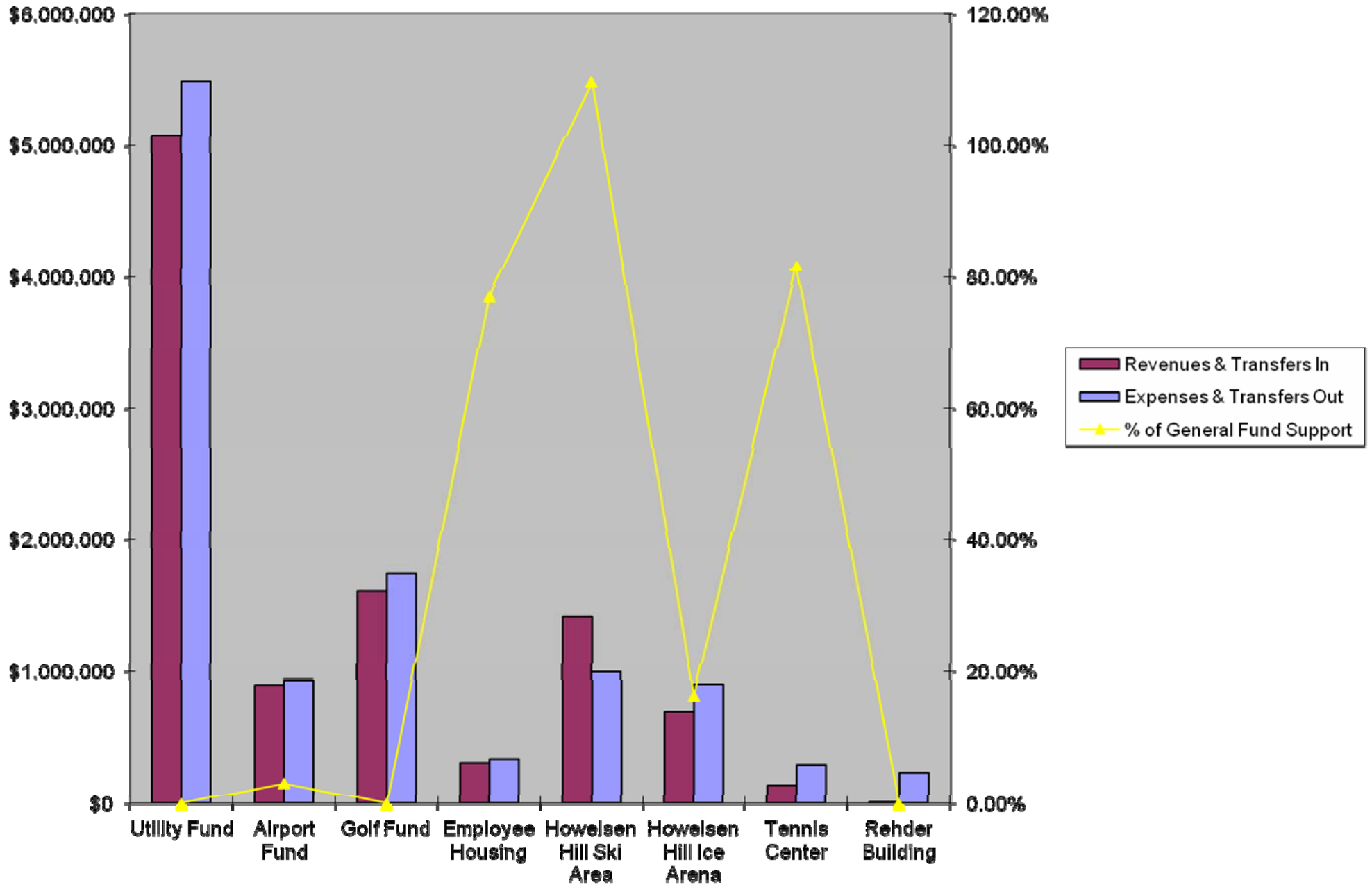
Capital Fund Revenues 2005-2010



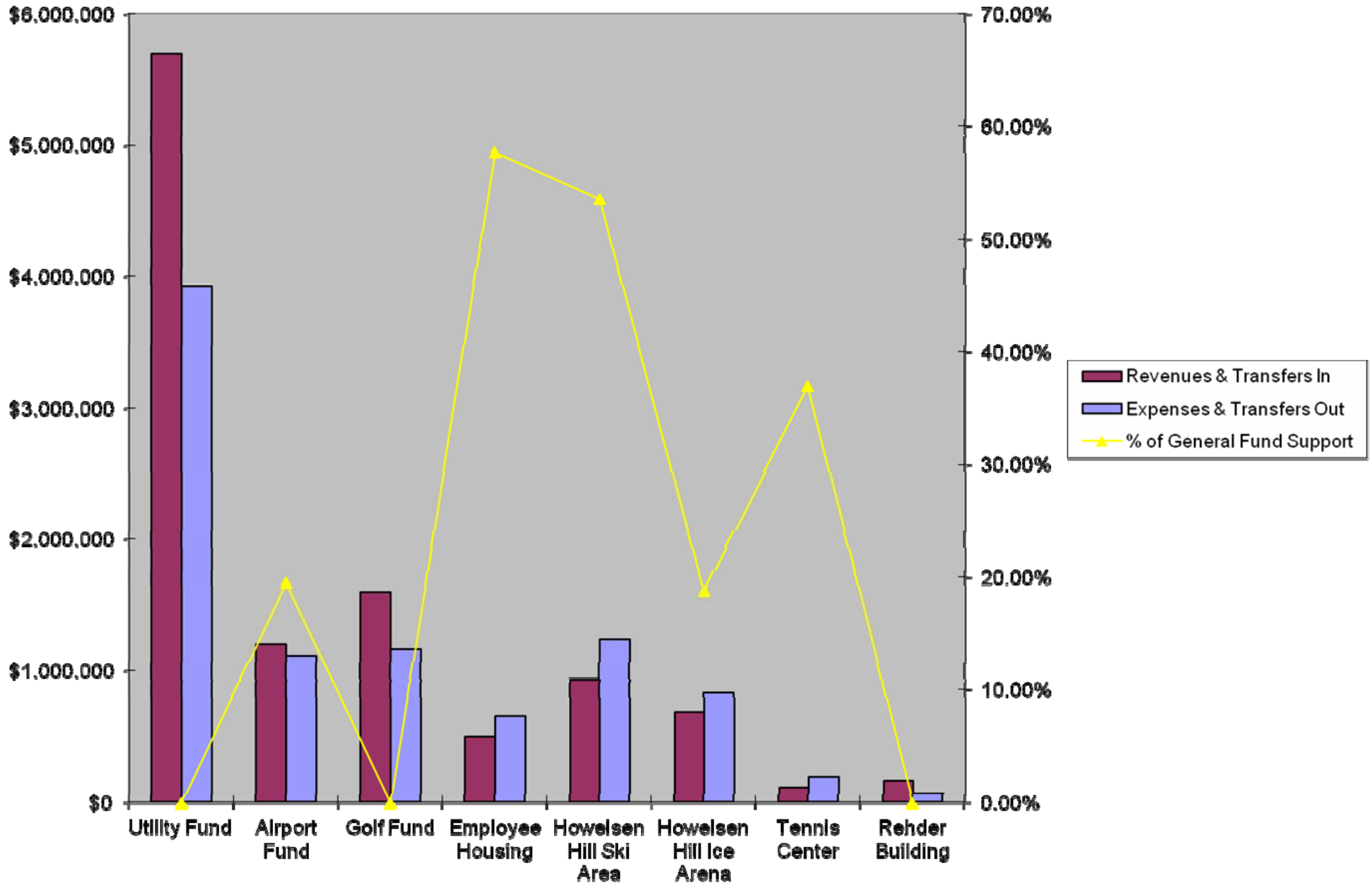
2005-2010 CIP Expenditures



2010 Preliminary Results



2009 Actual Results



AGENDA ITEM # 16

City Council Updates

A report will be provided at the meeting.

AGENDA ITEM # 17a1

***** Tentative Agenda *****
STEAMBOAT SPRINGS
REDEVELOPMENT AUTHORITY
AGENDA
MEETING NO. SSRA-2011-02
TUESDAY, MARCH 1, 2011
5:00 P.M.

MEETING LOCATION: Citizens' Meeting Room, Centennial Hall;
124 10th Street, Steamboat Springs, CO

A. ROLL CALL (5:00 P.M.)

B. BASE AREA REDEVELOPMENT

1. RESOLUTION: Duckels contract. (Hruby)

C. APPROVAL OF MINUTES

2. MINUTES:

a. Steamboat Springs Redevelopment Authority Regular Meeting
SSRA-2011-01, February 1, 2011

D. ADJOURNMENT (5:xx P.M.)

BY: JULIE FRANKLIN
CLERK TO THE BOARD

AGENDA ITEM # 17a2

*****TENTATIVE AGENDA FOR TUESDAY, MARCH 1, 2011*****

This agenda is tentative and the information is subject to change until the agenda is finalized.

CITY OF STEAMBOAT SPRINGS

AGENDA

REGULAR MEETING NO. 2011-05 TUESDAY, MARCH 1, 2011

5:05 P.M.

MEETING LOCATION: Citizens' Meeting Room, Centennial Hall;
124 10th 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 10th 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

B. COMMUNITY REPORTS/CITY COUNCIL DISCUSSION TOPIC:

1. **Grand Futures report on results of the Healthy Kids Colorado Survey.** (Lacy) (20 minutes)
2. **Teen Council Update.** (Lightner) (15 minutes)

*****TENTATIVE AGENDA FOR TUESDAY, MARCH 1, 2011*****

This agenda is tentative and the information is subject to change until the agenda is finalized.

3. **Update on State water Bills/issues.** (1 hour) (Holleman)
 4. **Regional Tourism Act.** (DelliQuadri)
-

C. CONSENT CALENDAR: MOTIONS, RESOLUTIONS AND ORDINANCES FIRST READINGS

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.

LEGISLATION

5. **FIRST READING OF ORDINANCE:** Medical Marijuana. (Foote)
-

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.

6. **SECOND READING OF ORDINANCE:** Second 2011 Supplemental Appropriation Ordinance/Orton Property purchase. (Hinsvark)
 7. **SECOND READING OF ORDINANCE:** Third 2011 Supplemental Appropriation Ordinance and establishment of Quiznos Pro Challenge Race special revenue fund. (Hinsvark)
 8. **SECOND READING OF ORDINANCE:** An ordinance approving a hangar lease to Jean P. Sagouspe, Old West Management at the Steamboat Springs Airport and authorizing City Council President to sign lease documents; repealing all conflicting ordinances; providing for severability; and providing an effective date. (Baker)
 9. **FIRST READING OF ORDINANCE:** An ordinance vacating a utility easement located within a portion of Lot 6, Mid Valley Business Center (City South Subdivision). (Keenan)
-

- 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

*******TENTATIVE AGENDA FOR TUESDAY, MARCH 1, 2011*******

This agenda is tentative and the information is subject to change until the agenda is finalized.

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.**

- 10. FIRST READING OF ORDINANCE:** Amend CDC Use Chart.
(Lorson)
- 11. FIRST READING OF ORDINANCE:** Amend CDC outdoor storage.
(Peasley)
- 12. PROJECT: Howelsen Place, Unit B-104**
PETITION: Development Plan to process a Conditional Use, office on the pedestrian level in Commercial Old Town zone district.
LOCATION: 703 Lincoln Avenue.
APPLICANT: Mark Scully, P.O. Box 774137, Steamboat Springs, CO; 970-870-0552.
PLANNING COMMISSION VOTE: To be heard February 10, 2011.

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.**

At this time, there are no items on this portion of the agenda.

H. REPORTS

- 13. Economic Development Update.**
 - 1.) Management Team's list of potential opportunities.
- 14. City Council**
- 15. Reports**
 - a. Agenda Review (Franklin):
 - 1.) City Council agenda for March 15, 2011.
 - 2.) City Council agenda for April 5, 2011.

*******TENTATIVE AGENDA FOR TUESDAY, MARCH 1, 2011*******

This agenda is tentative and the information is subject to change until the agenda is finalized.

16. Staff Reports

- a. City Attorney's Update/Report. (Lettunich)
 - b. Manager's Report: Ongoing Projects. (DuBord)
-

J. OLD BUSINESS

17. Minutes (Franklin)

- a. Special Meeting SP-2011-02, January 31, 2011.
 - b. Regular Meeting 2011-03, February 1, 2011.
 - c. Regular Meeting 2011-04, February 15, 2011.
-

I. ADJOURNMENT

**BY: JULIE FRANKLIN, CMC
CITY CLERK**

AGENDA ITEM # 17a3

*****TENTATIVE AGENDA FOR TUESDAY, MARCH 15, 2011***

This agenda is tentative and the information is subject to change until the agenda is finalized.

CITY OF STEAMBOAT SPRINGS

AGENDA

REGULAR MEETING NO. 2011-06 TUESDAY, MARCH 15, 2011

5:00 P.M.

MEETING LOCATION: Citizens' Meeting Room, Centennial Hall;
124 10th 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.

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A. ROLL CALL

B. PROCLAMATIONS:

1. **PROCLAMATION:** A proclamation recognizing five musicians from the Steamboat Springs High School who auditioned and made one of the All-State bands. (Franklin)

*******TENTATIVE AGENDA FOR TUESDAY, MARCH 15, 2011*****

This agenda is tentative and the information is subject to change until the agenda is finalized.

C. COMMUNITY REPORTS/CITY COUNCIL DISCUSSION TOPIC:

2. **Presentation on the Tobacco Initiative, VNA.** (Barron) (15 minutes)
 3. **Update from Search and Rescue.**
 4. **Friends of the Yampa Funding Request.** (Brenner)
-

D. CONSENT CALENDAR: MOTIONS, RESOLUTIONS AND ORDINANCES FIRST READINGS

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.

LEGISLATION

5. **RESOLUTION:** Regional Tourism Act. (DelliQuadri)
 6. **FIRST READING OF ORDINANCE:**
-

E. 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.

7. **SECOND READING OF ORDINANCE:** Medical Marijuana. (Foote)
-

F. 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.**

G. CONSENT CALENDAR - PLANNING COMMISSION REFERRALS:

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PLANNING PROJECTS

8. **FIRST READING OF ORDINANCE:** Amend CDC on site real estate office. (Lorson)

*******TENTATIVE AGENDA FOR TUESDAY, MARCH 15, 2011*****

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- 9. PROJECT:**
 - PETITION:**
 - LOCATION:**
 - APPLICANT:**
 - PLANNING COMMISSION VOTE:**
-

H. 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.**

- 10. PROJECT: CMC**
 - PETITION:** Development permit
 - LOCATION:**
 - APPLICANT:**
 - PLANNING COMMISSION VOTE:**

- 11. SECOND READING OF ORDINANCE:** CDC amendment Use Chart. (Lorson)

- 12. SECOND READING OF ORDINANCE:** CDC amendment outdoor storage. (Peasley)
-

I. REPORTS

- 13. Economic Development Update.**

- 14. City Council**

- 15. Reports**

- a. **Agenda Review (Franklin):**
 - 1.) **City Council agenda for April 5, 2011.**
 - 2.) **City Council agenda for April 19, 2011.**

- 16. Staff Reports**

- a. **City Attorney's Update/Report. (Lettunich)**
- b. **Manager's Report: Ongoing Projects. (DuBord)**

*******TENTATIVE AGENDA FOR TUESDAY, MARCH 15, 2011*****

This agenda is tentative and the information is subject to change until the agenda is finalized.

J. ADJOURNMENT

**BY: JULIE FRANKLIN, CMC
CITY CLERK**

AGENDA ITEM # 18a

City Attorney's Report

A report will be provided at the meeting.

AGENDA ITEM # 18b

City Manager's Report

A report will be provided at the meeting.

AGENDA ITEM # 18b1

Council representative to the
HEMP Board

This item is a discussion only.