

CITY OF STEAMBOAT SPRINGS

AGENDA

Regular Meeting NO. 2012-04
Tuesday, February 14, 2012

5:00 PM

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.

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.**

ROLL CALL (5:00 PM)

COMMUNITY REPORTS/CITY COUNCIL DISCUSSION TOPIC:

- 1. Allocations for Special Event Funding. (Sarah Leonard - Chamber)**

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.

- 2. RESOLUTION: A resolution supporting the grant application for a local Government Planning Grant from the State Board of the Great Outdoors Colorado for the Howelsen/Emerald Mountain Park Master Plan. (DelliQuadri)**
- 3. RESOLUTION: A resolution approving the First Amendment to the Air Contribution Agreement dated June 15, 2010 by and between the Steamboat Ski & Resort Corporation ("SSRC") and the Steamboat Springs Local Marketing District ("LMD") concerning the operation of the LMD. (Lettunich)**
- 4. RESOLUTION: A resolution acknowledging the appointment of a member to the Local Marketing District Board of Directors. (Hinsvark)**

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.

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

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.

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.

- 5. PROJECT: Whitewater Run F2 - #PP-11-02 (Lorson)
PETITION: Approval of a Preliminary Plat to subdivide one (20,731**

S.F.) lot into four lots (1A: 4,225 S.F., 2A: 5,099 S.F., 3A: 5,751 S.F., 4A: 5,626 S.F.)

LOCATION: 841 Yampa Street.

APPLICATION: Riverfront Partners, LLC. C/O Mike McKernan; 2618 2nd Avenue, Seattle, WA 98101

PLANNING COMMISSION VOTE: The Planning Commission meeting had not occurred at the time of this report. The vote and discussion will be provided in the rainbow packet.

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.

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

REPORTS

6. Economic Development Update

7. City Council

8. Reports

a. Agenda Review (Franklin):

1. City Council agenda for March 6, 2012.
2. City Council agenda for March 20, 2012.

9. Staff Reports

- a. City Attorney's Update/Report. (Lettunich)
- b. Manger's Report: Ongoing Projects. (Roberts)
- c. Board and Commission Benefits. (Information only, no action necessary) (Franklin)

ADJOURNMENT

BY: JULIE FRANKLIN, CMC
CITY CLERK

AGENDA ITEM # 1

| | Event | Event Date | New | Motif | Sat/Sl | 11 Final Alloc | 11 Allocated | 11 Requested | 10 Final All | 10 Allocated | 10 Requested | 09 Final Allocat | 09 Allocated | 09 Requested | 08 Allocated | 08 Requested | 07 Allocation | 07 Requested | |
|----|---------------------------------------|-----------------|-----|-------|--------|----------------|--------------|---------------|--------------|--------------|---------------|------------------|--------------|--------------|--------------|--------------|---------------|--------------|---------------|
| 1 | Steamboat Wine Fest | Aug 4-7 | | x | | \$ 5,000.00 | \$ 5,000.00 | \$ 20,000.00 | \$ 7,000.00 | \$ 7,000.00 | \$ 20,000.00 | \$ 10,000.00 | \$ 7,000.00 | \$ 10,000.00 | \$ 7,000.00 | \$ 20,000.00 | \$ 8,000.00 | \$ 20,000.00 | |
| 2 | Steamboat All Arts Fest | Aug 18-21 | | x | | \$ 10,000.00 | \$ 10,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 30,000.00 | \$ 10,000.00 | \$ 15,000.00 | | | | | |
| 3 | Quinn's Pro Challenge | Aug 26-27 | | x | x | \$ 10,000.00 | \$ 10,000.00 | \$ 15,000.00 | | | | | | | | | | | |
| 4 | Cycling Events Calendar | various | | x | | \$ 3,000.00 | \$ 3,000.00 | \$ 10,875.00 | | | | | | | | | | | |
| 5 | Steamboat OktoberWest | Sept 25-27 | | x | | \$ 4,000.00 | \$ 4,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | | | | | |
| 6 | Free Summer Concert Series | Jun-Aug | | | x | \$ 5,500.00 | \$ 5,500.00 | \$ 10,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 7,000.00 | \$ 6,000.00 | \$ 4,500.00 | \$ 6,000.00 | \$ 4,500.00 | \$ 6,000.00 | \$ 4,700.00 | \$ 6,000.00 | |
| 7 | Steamboat Triathlon | Aug 28 | | | | \$ 2,032.50 | \$ 2,000.00 | \$ 10,000.00 | | | | | | | | | | | |
| 8 | Steamboat Lake Sprint Triathlon | Jul 24 | | x | | \$ 1,820.00 | \$ 2,000.00 | \$ 10,000.00 | | | | | | | | | | | |
| 9 | Steamboat Running Series | May-Sept | | x | x | \$ 3,000.00 | \$ 3,000.00 | \$ 8,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 8,500.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 1,800.00 | \$ 1,800.00 | \$ 2,300.00 | \$ 2,370.00 | |
| 10 | SS Pro Rodeo Series | Jun-Aug | | x | x | \$ 4,000.00 | \$ 4,000.00 | \$ 7,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 5,000.00 | |
| 11 | Rocky Mtn. Bull Bash | Sept 4 | | x | | \$ 1,500.00 | \$ 1,500.00 | \$ 5,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 8,000.00 | \$ 4,500.00 | \$ 2,500.00 | \$ 5,000.00 | \$ 10,000.00 | \$ 5,000.00 | \$ 10,000.00 | \$ 10,000.00 | |
| 12 | Tour de Steamboat | Jul 15-17 | | x | | \$ 2,000.00 | \$ 2,000.00 | \$ 5,000.00 | \$ 5,250.00 | \$ 5,250.00 | \$ 7,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | |
| 13 | Wild West Air Fest | Sept 3-4 | | x | | \$ 2,000.00 | \$ 2,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 4,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 6,000.00 | \$ 6,000.00 | |
| 14 | Opera Performances around SAAF | Aug 8-27 | | | x | \$ 1,000.00 | \$ 1,000.00 | \$ 4,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 5,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 3,000.00 | \$ 4,200.00 | | | |
| 15 | Padding Life Pro Invitational | May 30 | | x | | \$ 2,000.00 | \$ 2,000.00 | \$ 4,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,500.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 2,500.00 | \$ 5,050.00 | \$ 2,500.00 | \$ 6,000.00 | |
| 16 | 2010 Piknik Theatre Festival | Jul 8-24 | | | x | - | \$ - | \$ 3,500.00 | - | \$ - | \$ 3,300.00 | | | | | | | | |
| 17 | Strings All Arts Festival Programming | Aug 20-21 | | | | \$ 990.00 | \$ 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 | \$ 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 | \$ 1,500.00 | \$ 2,500.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | |
| 23 | Relive Colorado | Aug 2 | | x | | \$ 500.00 | \$ 500.00 | \$ 2,495.00 | | | | | | | | | | | |
| 24 | Run, Rabbit Run, 50 Mile Run | 18-Sep | | x | | \$ 750.00 | \$ 750.00 | \$ 2,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 4,000.00 | \$ 5,000.00 | \$ 5,000.00 | | |
| 25 | Steamboat Stockdog Challenge | Sept 4-6 | | x | | \$ 1,000.00 | \$ 1,000.00 | \$ 2,000.00 | \$ 1,500.00 | \$ 1,500.00 | \$ 2,500.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 3,500.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 3,700.00 | |
| 26 | Sisters in Steamboat | Oct 15-17 | | | x | \$ 1,250.00 | \$ 2,000.00 | - | \$ - | \$ 1,500.00 | \$ 1,250.00 | \$ 1,250.00 | \$ 1,250.00 | 2100 | | | | | |
| 27 | Spring into Summer Carnival | Jul-Aug | | x | | - | \$ - | \$ 1,500.00 | - | \$ - | \$ 7,143.00 | | | | | | | | |
| | Strings Commemorative Concert Series | Jul-Aug | | | | | | | | | | | | | | | | | |
| | Ceramic Art Event | June 1 - Aug 31 | | | x | | | | | | \$ 5,000.00 | | | | | | | | |
| | 2010 Kibball 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 | \$ 1,946.20 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,000.00 | \$ 3,600.00 | \$ 3,600.00 | \$ 2,000.00 | \$ 5,000.00 | |
| | Strings Free Jazz/Classical Matinee | 1-Aug | | | | | | | | | \$ 1,087.00 | | | | | | | | |
| | Olympic Send-off | 5-Feb | | x | | | | | | | \$ 3,193.00 | | | | | | | | |
| | Rally Colorado 2008 | Sept 18-20 | | x | | | | | | | \$ 5,000.00 | \$ 5,000.00 | \$ 10,000.00 | \$ 5,000.00 | \$ 15,000.00 | \$ 5,000.00 | \$ 18,000.00 | | |
| | Music on the Green | Jul-Aug | | | x | | | | | | \$ - | \$ - | \$ 2,500.00 | | | | | | |
| | Free Family Fun Fest | 20-Jun | | | x | | | | | | \$ - | \$ - | \$ 5,000.00 | \$ - | \$ 5,000.00 | \$ 2,500.00 | \$ 10,000.00 | | |
| | TOTAL | | | | | \$ 53,093.10 | \$ 65,000.00 | \$ 168,523.00 | \$ 68,000.00 | \$ 68,000.00 | \$ 117,362.00 | \$ 89,389.20 | \$ 43,000.00 | \$ 54,000.00 | \$ 58,000.00 | \$ 70,900.00 | \$ 164,650.00 | \$ 75,000.00 | \$ 141,970.00 |

wine celebrities, 7000 and get an extra 3000 if there is a wed night event/ or another completely new event/ piece
marketing committee - use them for guidance

need different name - affordable, fun event; tour de fat
extra 1500 earmarked for out of town marketing

extra 1000 to be used to market outside steamboat - craig, walden, kremming, meeker, rollins
need full stats of sales, p and l, etc.; we will work with the rodeo committee

need to come up with one name

need to do sponsorships
work on sponsorships

marketing consultant - \$500

\$65,000 available to allocate in 2011

Carry over for 2009: \$ 10,000.00
2010 Allocation from City: \$ 65,000.00
Available to allocate in 2010: \$ 75,000.00

| 2012 Special Event Funding Applications | | | | | | | | | | | | | | | | | | | |
|---|---------------------------------------|------------------|-----------|-----------|--------------|---------------|--------------|---------------|---------------------|--------------|---------------|---------------------|--------------|--------------|--------------|--------------|---------------|---------------|---------------|
| Event | Event Date | New | Motivator | Satisfier | 12 Final | 12 Requested | 11 Final | 11 Requested | 10 Final Allocation | 10 Allocated | 10 Requested | 09 Final Allocation | 09 Allocated | 09 Allocated | 09 Requested | 08 Allocated | 08 Requested | 07 Allocation | 07 Requested |
| 1 | Steamboat Running Series | May-Sept | | | \$ 6,000.00 | \$ 8,000.00 | \$ 3,000.00 | \$ 5,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 8,500.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 5,000.00 | \$ 1,800.00 | \$ 1,800.00 | \$ 2,300.00 | \$ 2,370.00 |
| 2 | Steamboat Oktoberfest | Sept 21-23 | | | \$ 5,000.00 | \$ 5,000.00 | \$ 4,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | | | | |
| 3 | Steamboat Trashion's | July 22 & Aug 19 | | | \$ 3,000.00 | \$ 4,000.00 | \$ 2,032.50 | \$ 10,000.00 | | | | | | | | | | | |
| 4 | Paddling Life Pro Invitational | May 28 | | | \$ 2,500.00 | \$ 3,000.00 | \$ 2,000.00 | \$ 4,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,500.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 2,500.00 | \$ 5,050.00 | \$ 2,500.00 | \$ 6,000.00 |
| 5 | 2010 Plink Theatre Festival | July 6-22 | | | \$ 2,000.00 | \$ 3,500.00 | \$ - | \$ 3,500.00 | - | \$ - | \$ 3,300.00 | | | | | | | | |
| 6 | Mud Run | July 7 | x | | \$ 3,000.00 | \$ 10,000.00 | | | | | | | | | | | | | |
| 7 | Institute of Rocky Mountain Ecology | Aug 10-12 | | | \$ 1,000.00 | \$ 9,900.00 | | | | | | | | | | | | | |
| 8 | Midtown Crisis | March 30 | summer | | \$ 2,000.00 | \$ 3,000.00 | | | | | | | | | | | | | |
| 9 | Mountain Soccer Tournament | July 13-15 | | | \$ 2,500.00 | \$ 2,500.00 | \$ 1,500.00 | \$ 2,500.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 |
| 10 | Tour de Steamboat | July 20-22 | | | \$ 4,500.00 | \$ 5,000.00 | \$ 2,000.00 | \$ 5,000.00 | \$ 5,250.00 | \$ 5,250.00 | \$ 7,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 5,000.00 | \$ 5,000.00 | | |
| 11 | New Works Festival | June 11-17 | x | | \$ 1,500.00 | \$ 7,500.00 | | | | | | | | | | | | | |
| 12 | Sisters in Steamboat | Oct 12-14 | | | \$ 1,500.00 | \$ 1,500.00 | \$ 1,250.00 | \$ 2,000.00 | - | \$ - | \$ 1,500.00 | \$ 1,250.00 | \$ 1,250.00 | \$ 1,250.00 | 2100 | | | | |
| 13 | ReTree Colorado | June 9 | | | \$ 1,000.00 | \$ 1,500.00 | \$ 500.00 | \$ 2,495.00 | | | | | | | | | | | |
| 14 | Buck out in the Boat | Jun-Aug | x | | \$ 3,000.00 | \$ 10,000.00 | | | | | | | | | | | | | |
| 15 | Steamboat Wine Fest | Aug 2-5 | | | \$ 6,000.00 | \$ 10,000.00 | \$ 5,000.00 | \$ 20,000.00 | \$ 7,000.00 | \$ 7,000.00 | \$ 20,000.00 | \$ 10,000.00 | \$ 7,000.00 | \$ 10,000.00 | \$ 20,000.00 | \$ 7,000.00 | \$ 20,000.00 | \$ 8,000.00 | \$ 20,000.00 |
| 16 | Run, Rabbit Run, 100 Miles Run | Sept 14 & 15 | x | | \$ 7,500.00 | \$ 20,000.00 | \$ 750.00 | \$ 2,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 4,000.00 | \$ 5,000.00 | \$ 6,000.00 |
| 17 | Free Community Day | July 1 | x | | \$ 1,000.00 | \$ 1,450.00 | | | | | | | | | | | | | |
| 18 | Strings Kitchen and Garden Tour | July 21 | | | \$ 1,500.00 | \$ 1,800.00 | \$ - | \$ 2,692.00 | \$ 1,250.00 | \$ 1,250.00 | \$ 1,344.00 | | | | | | | | |
| 19 | Strings All Arts Festival Programming | Aug 17 | | | \$ 1,500.00 | \$ 2,800.00 | \$ 900.00 | \$ 3,040.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,968.00 | | | | | | | | |
| 20 | Opera Performances around SAAP | Aug 2-27 | | | \$ 2,000.00 | \$ 3,000.00 | \$ 1,000.00 | \$ 4,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 5,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 4,500.00 | \$ 3,000.00 | \$ 4,200.00 | | |
| 21 | Steamboat All Arts Fest | Aug 16-20 | | | \$ 9,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 30,000.00 | \$ 10,000.00 | \$ 15,000.00 | \$ 10,000.00 | | | | |
| 22 | NW Colorado Cultural Heritage Museum | Summer/Fall | x | | \$ - | \$ 5,000.00 | | | | | | | | | | | | | |
| 23 | Free Summer Concert Series | Jun-Aug | | | \$ 5,000.00 | \$ 5,500.00 | \$ 5,125.00 | \$ 10,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 7,000.00 | \$ 6,000.00 | \$ 4,500.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 4,500.00 | \$ 6,000.00 | \$ 4,700.00 | \$ 6,000.00 |
| 24 | Wild West Air Fest | Sept 1-2 | | | \$ 3,000.00 | \$ 4,000.00 | \$ 2,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 4,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 6,000.00 | \$ 6,000.00 |
| 25 | SSP/Rodeo/Sens | Jun-Aug | | | \$ 5,000.00 | \$ 6,000.00 | \$ 4,000.00 | \$ 7,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 4,000.00 | \$ 5,000.00 | \$ 4,000.00 | \$ 5,000.00 |
| 26 | Bike Town Calendar | Summer 2012 | x | | \$ - | \$ 33,500.00 | | | | | | | | | | | | | |
| | TOTAL | | | | \$ 80,000.00 | \$ 147,450.00 | \$ 75,000.00 | \$ 168,523.00 | \$ 88,000.00 | \$ 88,000.00 | \$ 117,362.00 | \$ 89,389.20 | \$ 43,000.00 | \$ 54,000.00 | \$ 58,000.00 | \$ 70,800.00 | \$ 164,650.00 | \$ 75,000.00 | \$ 141,870.00 |

\$100,000 available to allocate in 2012

AGENDA ITEM # 2

CITY COUNCIL COMMUNICATION FORM

FROM: Winnie DelliQuadri, Government Programs Manager (Ext. 257)
Chris Wilson, Director, Parks, Open Space, and Recreation Svcs
(x317)

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

DATE: February 14, 2012

RE: A resolution supporting the grant application for a local Government Planning Grant from the State Board of the Great Outdoors Colorado for the Howelsen/Emerald Mountain Park Master Plan.

NEXT STEP: To develop and submit a grant application to Great Outdoors Colorado requesting \$35,000 in grant funds for Howelsen / Emerald Mountain Park Master Planning.

DIRECTION
 INFORMATION
 ORDINANCE
 MOTION
 RESOLUTION

I. REQUEST OR ISSUE:

The City has the opportunity to submit a grant application to Great Outdoors Colorado (GOCO) for grant funds to develop a plan for Howelsen / Emerald Mountain Park (the Orton property). GOCO requires a standard resolution as a part of the application process. The Howelsen Emerald Mountain Partnership group is a partner in this project and has provided the City with \$14,000 in cash for matching funds for the project. City Council previously authorized \$1,000 towards the match for the project, which completes the necessary match.

II. RECOMMENDED ACTION:

Given the benefit of the project, staff recommends that City Council approve the resolution.

Motion: To support the Grant Application for a Local Government Planning Grant from the State Board of the Great Outdoors Colorado for the Howelsen Emerald Mountain Park Master Plan.

III. FISCAL IMPACTS:

Proposed Revenues:

| | |
|----------------|---|
| Grant Request: | \$35,000 |
| City Match | <u>15,000</u> * \$14,000 from EMP, \$1,000 City |
| Total Revenue | \$50,000 |

Proposed Expenditure:

| | |
|----------|----------|
| EMP Plan | \$50,000 |
|----------|----------|

IV. BACKGROUND INFORMATION:

This project will develop a master plan for Howelsen / Emerald Mountain Park (the Orton property). As a part of the purchase contract, the City delegated maintenance and operation of the property to the Howelsen / Emerald Mountain Partnership (EMP) group through a Memorandum of Understanding. Developing a Master Plan for the property will enable the nonprofit EMP group and the City to develop a shared vision for future passive recreation and trails development, future "cabin site" development, and maintenance standards for the property.

Great Outdoors Colorado provides funding to help communities and organizations to develop new outdoor recreational opportunities in Colorado. The City of Steamboat Springs with its public and private partners have received substantial grant funding to help acquire, protect, and provide public access to greenways, stream corridors, scenic corridors, and natural areas in our community and region.

V. LEGAL ISSUES:

None at this time.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None at this time

VII. SUMMARY AND ALTERNATIVES:

City Council may choose to:

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

CITY OF STEAMBOAT SPRINGS

RESOLUTION NO. _____

SUPPORTING THE GRANT APPLICATION FOR A LOCAL GOVERNMENT PLANNING GRANT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO FOR THE HOWELSEN/EMERALD MOUNTAIN PARK MASTER PLAN.

WHEREAS, the City of Steamboat Springs is requesting \$35,000 from Great Outdoors Colorado to develop a Master Plan for Howelsen / Emerald Mountain Park; and

WHEREAS, Great Outdoors Colorado requires that the City Council of the City of Steamboat Springs state its support for the Great Outdoors Colorado grant application for the Howelsen / Emerald Mountain Park Master Plan. And if the grant is awarded, the City of Steamboat Springs supports the completion of the project.

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

Section 1. The City Council of the City of Steamboat Springs hereby approves and strongly supports the application to Great Outdoors Colorado for the Howelsen / Emerald Mountain Park Plan.

Section 2. If the grant is awarded, the City Council of the City of Steamboat Springs strongly supports the completion of the project.

Section 3. The City Council of the City of Steamboat Springs acknowledges that the grant application includes matching funds which the City of Steamboat Springs is solely responsible to provide if a grant is awarded.

Section 4. The City Council of the City of Steamboat Springs has secured and will appropriate those matching funds and authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.

Section 5. If the grant is awarded, the City Council of the City of Steamboat Springs hereby authorizes the City Manager to sign the grant agreement with Great Outdoors Colorado.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2012.

**Bart Kounovsky, President
Steamboat Springs City Council**

ATTEST:

**Julie Franklin, CMC
City Clerk**

AGENDA ITEM # 3

CITY COUNCIL COMMUNICATION FORM

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

THROUGH: Jon Roberts, City Manager (Ext. 228)
Deb Hinsvark, Deputy City Manager (Ext. 241)

DATE: Tuesday, February 14, 2012

RE: A resolution approving the First Amendment to the Air Contribution Agreement dated June 15, 2010 by and between the Steamboat Ski & Resort Corporation ("SSRC") and the Steamboat Springs Local Marketing District ("LMD") concerning the operation of the LMD.

 X RESOLUTION

I. PURPOSE FOR AGENDA ITEM:

To pass a Resolution approving the First Amendment to the Program Contribution Agreement (2010-2015) ("Contribution Agreement") between the LMD and the SSRC. The Contribution Agreement is appended as Attachment 1. The First Amendment is attached to the Resolution as Exhibit A.

II. FISCAL IMPACTS:

None.

III. ADDITIONAL INFORMATION:

The IGA between the City and the LMD, approved as of August 2, 2011, requires the LMD to bring any amendments to the Contribution Agreement to City Council for approval before becoming effective.

IV. NEXT STEP:

To pass a motion adopting the referenced Resolution approving the First Amendment to the Program Contribution Agreement (2010-2015) ("Contribution Agreement") between the LMD and the SSRC.

CITY OF STEAMBOAT SPRINGS

RESOLUTION NO. _____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AIR CONTRIBUTION AGREEMENT DATED JUNE 15, 2010 BY AND BETWEEN THE STEAMBOAT SKI AND RESORT CORPORATION ("SSRC") AND THE STEAMBOAT SPRINGS LOCAL MARKETING DISTRICT ("LMD") CONCERNING THE OPERATION OF THE LMD.

WHEREAS, on September 4, 2004, the City of Steamboat Springs (the "City") adopted Resolution 2004-33 creating the LMD and authorizing the ballot question for the November 2, 2004 election, which ballot question authorizing the 2% accommodation tax was approved by the voters in the City; and

WHEREAS, SSRC and LMD are parties to that certain Air Program Contribution Agreement (2010-2015) dated as of June 15, 2010 (the "Agreement"); and

WHEREAS, the qualified electors of the City have passed Ballot Measure 2B in the November 1, 2011 regular election providing for a .25% increase in the City sales and use tax for a period of five (5) years (hereinafter referred to as the ".25% Sales Tax"), with the proceeds from the .25% Sales Tax to be provided to the LMD for use in connection with supporting costs of the Winter Air Program as described in the Agreement; and

WHEREAS, the LMD and the City have entered into an Intergovernmental Agreement dated August 2, 2011 ("IGA") which provides, among other things, that the SSRC shall submit for review and approval to the City Council no later than September 30, 2011, a proposed amendment to the Agreement that provides for a contractual obligation of SSRC to contribute to each annual Winter Air Program occurring during the term of the Agreement (and any renewal or extension thereof for each annual Winter Air Program for which revenues from the .25% Tax are used by the LMD to support the Winter Air Program revenue guarantees), an amount not less than \$1,111,732, representing the average of the actual contributions of SSRC to the Winter Air Program over the past three (3) ski seasons; and

WHEREAS, SSRC and the LMD desire to amend the Agreement to reflect the above and otherwise as set forth herein.

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

Section 1. The City Council of the City of Steamboat Springs, Colorado, hereby (a) approves the First Amendment to the Agreement attached hereto as Exhibit A; and (b) authorizes the City Council President or the President Pro-Tem, or the City Manager to execute the Intergovernmental Agreement on behalf of the City.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2012.

**Bart Kounovsky, President
Steamboat Springs City Council**

ATTEST:

**Julie Franklin, CMC
City Clerk**

FIRST AMENDMENT TO AIR PROGRAM CONTRIBUTION AGREEMENT (2010-2015)

THIS FIRST AMENDMENT TO AIR PROGRAM CONTRIBUTION AGREEMENT (2010-2015) (this “First Amendment”) is made and entered into as of the ___ day of _____, 2011, by and between Steamboat Ski & Resort Corporation, a Delaware Corporation (“SSRC”) and the Steamboat Springs Local Marketing District, a Colorado local marketing district organized pursuant to the Colorado Local Marketing District Act (“Act”), CRS Sections 29-25-101 et seq. (“LMD”).

RECITALS

WHEREAS, SSRC and LMD are parties to that certain Air Program Contribution Agreement (2010-2015) dated as of June 15, 2010 (the “Agreement”) (initially capitalized terms used but not defined herein have the meanings given in the Agreement);

WHEREAS, the qualified electors of the City of Steamboat Springs (“City”) have passed Ballot Measure 2B in the November, 2011 regular election providing for a .25% increase in the City sales and use tax for a period of five (5) years (hereinafter referred to as the “.25% Sales Tax”), with the proceeds from the .25% Sales Tax to be provided to the LMD for use in connection with supporting costs of the Winter Air Program as described in the Agreement;

WHEREAS, the LMD and the City have entered into an Intergovernmental Agreement dated August 2, 2011 (“IGA”) which provides, among other things, that SSRC shall submit for review and approval to the City Council no later than September 30, 2011, a proposed amendment to the Agreement that provides for a contractual obligation of SSRC to contribute to each annual Winter Air Program occurring during the term of the Agreement (and any renewal or extension thereof for each annual Winter Air Program for which revenues from the .25% Tax are used by the LMD to support the Winter Air Program revenue guarantees), an amount not less than \$1,111,732, representing the average of the actual contributions of SSRC to the Winter Air Program over the past three (3) ski seasons;

WHEREAS, SSRC and the LMD desire to amend the Agreement to reflect the above and otherwise as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The defined term “Marketing Tax” is changed to “LMD Tax” wherever it appears in the Agreement.
2. The second, third and fourth sentences of Section 1(a) of the Agreement are deleted in their entirety and replaced with the following:

SSRC will prepare and provide to the LMD an annual Winter Air Program proposed budget reflecting the maximum potential costs thereof to the LMD (the “Budgeted Winter

Air Program Costs”) no later than May 15 prior to each winter season. The budget will be based upon, among other things, the anticipated revenue cash payments and/or revenue guarantee reimbursement agreements with each of the participating commercial air carriers, the anticipated available proceeds from the .25% Sales Tax, the proposed contribution from the LMD Tax, the proposed contribution from SSRC and any anticipated proceeds from the Steamboat Springs Chamber Resort Association’s “Fly Steamboat” program, The total annual costs of the Winter Air Program will be shared on an annual basis by SSRC and the LMD (after the application of any Fly Steamboat proceeds and other revenue sources made available to the Winter Air Program as described in Paragraph 1(b) below) as follows and in the following priority order:

- (i) the first \$1,111,732 of such costs will be for the account of and paid by SSRC;
- (ii) next, the proceeds received by the LMD from the City from the .25% Sales Tax up to the date of payment, will be for the account of and paid by the LMD;
- (iii) next, any funds in the Sales Tax Reserve (as defined below) up to the date of payment, until exhausted, will be for the account of and paid by the LMD;
- (iv) next, proceeds received by the LMD from the City from the LMD Tax up to the date of payment, until exhausted, will be for the account of and paid by the LMD;
- (v) next, the specific amount of funds in the Reserve (as defined in Paragraph 1(c)(i) below), but only up to and not exceeding the amount of funds from the Reserve which has been approved by resolution of the Board as part of the Budgeted Winter Air Program Costs and Operating Plan for that year’s Winter Air Program; and
- (vi) then, finally, if any balance of such annual costs of such Winter Air Program is remaining after the above application of payments provided for under items (i) through (v), such remaining costs will be paid entirely by SSRC without right of reimbursement.

The Budgeted Winter Air Program Costs shall not exceed the amount of funds anticipated to be available to the LMD for the applicable Winter Air Program period, including from the LMD Tax, the .25% Sales Tax, and Sales Tax Reserve and the Reserve (each as defined below), and the LMD’s obligation to pay its share thereof as provided herein shall not in any event exceed the amount of revenues actually received from the LMD Tax, the .25% Sales Tax (including the Sales Tax Reserve), and the board-approved portion of the Reserve, net of collection costs prior to the time of payment of such costs and less actual budgeted reasonable operating costs of the LMD for the calendar year and the Winter and Summer Management Fees described in Sections 2 and 3 below (collectively, the “Management Fees”).

3. Notwithstanding anything herein or in the Agreement to the contrary, the parties agree that, pursuant to the IGA, proceeds of the .25% Sales Tax, including any proceeds in the Sales Tax Reserve, will be used exclusively by the LMD to pay actual costs of the Winter Air Program, that is, cash payments to airlines to ensure service, and/or revenue guaranty reimbursements, together with the Winter Management Fee, and for no other purpose, programs, costs or obligations of the LMD or SSRC whatsoever without the approval of the Steamboat Springs City Council.

4. A new Section 1(c)(iv) of the Agreement is added as follows:

(iv) In addition, the LMD shall set up and manage a reserve account for the .25% Sales Tax funds (“Sales Tax Reserve”). The Sales Tax Reserve shall be used exclusively to pay costs of the Winter Air Program as provided herein, and for no other purpose, and shall be managed by the LMD in accordance with the same procedures and principles that apply to the Reserve, and references to the management and operation of the Reserve herein shall be deemed to include the Sales Tax Reserve, except that (i) there shall be no maximum amount or minimum balance; rather the Sales Tax Reserve shall consist of all proceeds of the .25% Sales Tax not used in any year to pay the prior season’s Winter Air Program costs; (ii) the LMD shall not levy any charges against the .25% Sales Tax proceeds which are placed in such Sales Tax Reserve, on account of management of the Sales Tax Reserve, except applicable bank fees and charges and any charges required to be paid to the City; and (iii) notwithstanding anything in the Agreement concerning use of funds in the Reserve, no funds in the Sales Tax Reserve will be withheld in any year if needed to pay the obligations provided for under Section 1(a) in connection with the prior season’s Winter Air Program and no approvals of the City or the LMD shall be required to so apply such funds, other than the initial approvals of the Operating Plan for the applicable Winter Air Program.

5. In the first sentence of Section 5(e) the words “and the .25% Sales Tax” are inserted after the words “LMD Tax,” (formerly “Marketing Tax”).

6. The amendments to the Agreement provided for herein shall apply and be incorporated into any new, restated, renewed or extended Agreement between the parties, for so long as any proceeds of the .25% Sales Tax are available to be used to pay costs of the Winter Air Program, provided that this sentence shall not be interpreted to require that the parties enter into any new, restated, renewed, or extended Agreement. It is the parties’ further understanding and intent that no proceeds of the .25% Sales Tax or funds in the Sales Tax Reserve will be returned to the City, but will remain in the Sales Tax Reserve until applied as provided herein for support of the Winter Air Program.

7. The continuing effectiveness of this First Amendment is, at all times, conditioned on the following: (i) that the Ballot Measure providing for the .25% Sales Tax be approved by the qualified electors of the City of Steamboat Springs in the November, 2011 election, (ii) that such Ballot Measure remain in full force and effect throughout the term of the Agreement, and not be subject to repeal or enjoined or found to be unlawful, ineffective or unenforceable by a court order, and (iii) that proceeds of the .25% Sales Tax, net of a one percent (1%) administrative fee, continue to be paid over by the City of Steamboat Springs to the LMD and available to the LMD for the uses provided for herein.

8. The parties ratify and affirm that the Agreement, except as modified hereby, remains in full force and effect in accordance with all of its terms and conditions and that neither party is in default under the Agreement as of the date hereof.

[signatures on following page]

EXECUTED to be effective as of the day and year first above written.

LMD:

Steamboat Springs Local Marketing District

By: _____

Name: _____

Title: _____

SSRC:

Steamboat Ski & Resort Corporation

By: _____

Name: _____

Title: _____

**AIR PROGRAM CONTRIBUTION AGREEMENT
(2010-2015)**

This AIR PROGRAM CONTRIBUTION AGREEMENT (“Agreement”), dated to be effective as of June 15, 2010 (“Effective Date”), is entered into by and between Steamboat Ski & Resort Corporation, a Delaware corporation (“SSRC”) and The Steamboat Springs Local Marketing District, a Colorado local marketing district organized pursuant to the Colorado Local Marketing District Act (“Act”), CRS Sections 29-25-101 et seq. (“LMD”). Each of LMD and SSRC is sometimes referred to herein as a “party” and collectively as the “parties.”

WHEREAS, the LMD was created by the City Council of Steamboat Springs, Colorado (“City Council”) pursuant to Resolution 2004-33 (“LMD Resolution”) and approved by the electors within the LMD in 2004 for the purpose, among other things, of supporting air service into the Steamboat Springs area, and, to that end, collects a Marketing and Promotion Tax not exceeding 2% on the purchase price for rooms or accommodations in the City of Steamboat Springs (“Marketing Tax”);

WHEREAS, SSRC owns and operates the Steamboat Ski Area and annually negotiates with major air carriers to provide air service into the Hayden airport, which service generally is available only upon agreement with the participating carriers to provide a revenue guarantee to protect the carriers against losses on account of providing such service;

WHEREAS, SSRC and the LMD have previously entered into agreements providing for the sharing of the payments made to the participating airlines pursuant to the revenue guarantees, the most recent such agreement being that certain Letter Agreement – Air Program Contribution between the parties dated June 15, 2005 (“Current Agreement”);

WHEREAS, the Current Agreement expires on June 14, 2010 and the parties desire to enter into a new agreement continuing the sharing of the payments required under the revenue guarantees upon the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the mutual benefits arising hereunder and other good and valuable consideration, the adequacy of which is hereby acknowledged, and the foregoing recitals, which form an integral part of this Agreement, the parties agree as follows:

1. Winter Air Program Support and Funding.

(a) Cost Sharing Agreement. During the term of this Agreement, SSRC will continue to orchestrate, negotiate and contract for air service into the Steamboat Springs area during the time period from December 1 to April 15 of each season (the “Winter Air Program”). SSRC will prepare and provide an annual Winter Air Program budget reflecting the anticipated costs thereof to the LMD (the “Budgeted Winter Air Program Costs”) no later than May 15 prior to each winter season. The annual costs of the Winter Air Program (consisting of cash payments to airlines to ensure service, and/or revenue guaranty reimbursements) will be shared on an annual basis by SSRC and the LMD equally, that is fifty percent (50%) by SSRC and fifty

percent (50%) by the LMD. The Budgeted Winter Air Program Costs shall not exceed the amount of funds anticipated to be available to the LMD for the applicable Winter Air Program period, including from the Marketing Tax and the Reserve and LMD's obligation to pay its share thereof as provided herein shall not in any event exceed the amount of revenues actually received from the Marketing Tax (including the Reserve (as defined below)), net of collection costs prior to the time of payment of such costs and less actual budgeted reasonable operating costs of the LMD for the calendar year and the Winter and Summer Management Fees described in Sections 2 and 3 below (collectively, the "Management Fees"). Further, the LMD's obligation to expend funds from the Reserve (as defined below) in excess of the budgeted amount of Reserve expenditures for the Winter Air Program costs shall be contingent in each case upon the prior approval thereof by the Board of Directors of the LMD. The LMD shall provide a copy of a Resolution by the Board of Directors of the LMD affirming authorization of release of funds for the upcoming Winter Air Program to SSRC prior to June 15 of each winter season, subject to the contingencies and limitations of Paragraph 5 below and the preceding sentence. Actual Winter Air Program costs for each winter season (without mark-up) will be presented to the LMD on or before May 15 following each Winter Air Program or as soon after ski season as available to SSRC from the participating carriers, together with one or more invoices for the LMD's share thereof depending on the timing of the invoices from the carriers, and together with a certificate of an officer of SSRC stating that the costs are limited to invoices from the carriers which have been paid by SSRC. Each SSRC invoice shall be due within ten (10) days of submission and the LMD shall use reasonable efforts to schedule and hold a board meeting within such ten (10) day period to approve payment thereof. The LMD will submit approved SSRC invoices to the City finance office for payment from the City out of LMD funds promptly after such board meeting. The parties understand that it is the City finance staff, not the LMD staff, who issue payment checks from the LMD under this Agreement, and the LMD staff is not responsible for any delays in payment caused solely by the City finance staff. In the event the LMD disputes any such invoice(s), the LMD shall nonetheless process in the above manner the undisputed portion thereof.

(b) Fly Steamboat Funds; Other Revenue Sources. To the extent SSRC receives any funds in any year during the term of this Agreement from the Steamboat Springs Chamber Resort Association's "Fly Steamboat" program involving local merchants supporting air service into the Steamboat Area in return for employee season ski pass discounts or other consideration, such funds shall be the first applied to the aggregate costs of the Winter Air Program and the respective shares of SSRC and the LMD shall be calculated on the balance remaining after the deduction of the Fly Steamboat funds, if any. SSRC shall report to the LMD each year with respect to the amount of any Fly Steamboat funds received. To the extent the LMD receives any funds from any new funding sources during the term of this Agreement, that is, sources other than the Fly Steamboat program, SSRC or LMD tax revenues, such funds shall be applied to the aggregate costs of the Winter Air Program after the Fly Steamboat funds but prior to the calculation of the respective shares of SSRC and the LMD.

(c) LMD Reserve Account.

(i) The LMD shall set up and manage a reserve account ("Reserve") in order to support the LMD's portion of the Winter Air Program. The Reserve shall be used primarily for any Winter Air Program in which the tax revenues from the Marketing Tax are or are anticipated to be less than the approved Budgeted Winter Air Program Costs, and, secondarily, to cover the LMD share when the actual Winter Air Program costs exceed the Budgeted Winter Air Program Costs, provided that no such withdrawal from the Reserve shall be made unless such withdrawal has been first approved by resolution of the Board of the LMD, either as part of the budget approval process or by separate resolution. . Annually, on or before June 15 following each annual Winter Air Program, the LMD shall deposit into the Reserve the difference between the LMD's share of the Budgeted Winter Air Program Costs (which does not include LMD budgeted operating costs and Winter and Summer Management Fees under Sections 2 and 3 below) and the amounts actually paid by the LMD to SSRC as reimbursement pursuant to the foregoing paragraph for such Winter Air Program, provided that in no event shall the amount deposited into the Reserve exceed the lesser of (i) \$1,000,000 minus the amount of funds in the Reserve as of the date of such deposit, and (ii) the amount of revenues actually received by the LMD from the Marketing Tax, net of collection costs and less actual budgeted reasonable operating costs of the LMD for the calendar year and the Winter and Summer Management Fees described in Sections 2 and 3 below, in each case as of the date of the deposit. The LMD's funding of the Reserve shall not exceed \$1,000,000 during the term of this Agreement, and the LMD may withdraw any excess in the Reserve over \$1,000,000 from time to time. The funding of the Reserve, or any intended expenditure for the next ensuing Winter Air Program out of the Reserve, shall be included in the Operating Plan submitted to the City Council each year for appropriation and approval purposes.

(ii) Once the Reserve has been funded to a level of \$1,000,000, all revenues of the LMD from the Marketing Tax and otherwise will be retained by the LMD, subject to the LMD's reimbursement obligations to SSRC as provided herein. The LMD may, at its election, withdraw funds from the Reserve to the extent that the Reserve account balance exceeds \$600,000, but shall not make a withdrawal which would result in the Reserve account balance being reduced below \$600,000 except to fund Winter Air Program costs or with the written consent of SSRC.

(iii) The Reserve shall be established in the name of the LMD at such banking or authorized depository as may be selected from time to time by the Board of the LMD, and the interest earned on the Reserve shall accrue to and be paid to the LMD. The Reserve shall be established and managed at all times in compliance with Colorado law regarding Local Marketing Districts and all uses of the Reserve during this Agreement will be exclusively for Winter Air Program costs, or as otherwise mutually agreed upon by the LMD and SSRC in writing, subject to Paragraph 5 below, provided that notwithstanding Paragraph 5, should the City Council fail to approve an annual Operating Plan or otherwise decide to discontinue to participate in funding the Winter Air Program by December 31 of any year, then the LMD shall regard amounts in the Reserve as having been previously approved and appropriated for support of the Winter Air program to the extent available through April 15 of the following year as part of the prior year's approval of the Operating Plan by the City Council, less the

LMD costs of operation and the payment of Management Fees, unless the City Council specifically directs otherwise by ordinance or resolution, and except that no withdrawal from the Reserve to cover the LMD share when the actual Winter Air Program costs exceed the Budgeted Winter Air Program Costs shall be made unless such withdrawal has been first approved by the Board of the LMD, either as part of the budget approval process or by separate resolution.

2. Winter Air Program Services. SSRC shall provide air program management and consulting services to the LMD, which shall include but not be limited to general consultation on the type, frequency and recommended air carriers to service the Steamboat Springs area and price/yield management, load and booking reports, marketing recommendations and summary reports on program performance, in each case as mutually agreed by the parties and in accordance with SSRC's past practices in supporting the Winter Air Program. SSRC shall be compensated by the LMD for these management and consulting services for a fee of \$50,000 per year ("Winter Management Fee"). Provided that the services are fully and timely performed, such fee shall be payable by the LMD sixty (60) days after the conclusion of each annual Winter Air Program.

3. Summer Air Program Services. For the summer and fall air program (collectively, "Summer Air Program"), if requested by the LMD, SSRC shall provide air program management and consulting services to the LMD, which shall include but not be limited to general consultation on the type, frequency and recommended air carriers to service the Steamboat Springs area and price reporting/yield management, load and booking reports, marketing recommendations and summary reports on program performance, in each case as mutually agreed by the parties and in accordance with SSRC's past practices in supporting the Winter Air Program. SSRC shall be compensated for these management and consulting services for a mutually agreed fee not to exceed \$10,000 per annum, except to the extent approved by resolution of the LMD Board of Directors ("Summer Management Fee"). The request by the LMD for such services, and an agreement with respect to the Summer Management Fee to be paid to SSRC shall be determined on an annual basis no later than June 1 preceding each summer program, and provided that the services are subsequently fully and timely performed, the Summer Management Fee shall be payable on or prior to the following October 1 of such year. If the parties are unable to agree on the fee for these services, SSRC shall not be obligated to provide them.

4. Term. The term of this Agreement shall be five (5) years from the Effective Date, terminating on June 15, 2015, unless sooner terminated as provided herein, and may be renewed only upon mutual written agreement of the parties; provided, however, that this Agreement shall terminate automatically and without fault or liability of the LMD or SSRC on April 16 of any year commencing with 2011 if the City Council has for any reason not the fault of the LMD failed to approve or has disapproved an Operating Plan of the LMD for that year.

5. Authority and Contingencies of this Agreement.

(a) The officers and representatives executing this Agreement on behalf of SSRC represent and warrant that they have the authority from SSRC to enter into this Agreement and to bind SSRC to all the terms and conditions of this Agreement.

(b) The parties acknowledge that the LMD is a special purpose government entity limited by the Colorado Local Marketing District Act and the LMD Resolution, and that it may not levy the Marketing Tax or act under an operating plan for any year unless such operating plan has first been approved for that year by the City Council. The LMD represents and warrants to SSRC that the 2010 Operating Plan has been approved by the City Council. The officers and representatives executing this Agreement on behalf of the LMD further represent and warrant that they have the authority from the LMD to enter into this Agreement and to bind the LMD, subject to the contingencies of this Agreement.

(c) The Board of Directors of the LMD agree that they shall include the provisions of this Agreement and the implementation hereof in each of its operating plans hereafter submitted to the City Council for 2011 through 2015, and will in good faith timely submit such operating plans and request City Council approval of each such operating plan. However, the parties acknowledge that the City Council may fail to approve, or may disapprove, any such operating plan, and if no such operating plan is approved for an ensuing year (the "Ensuing Year") by December 31 of the preceding year, the LMD may not levy the Marketing Tax during the Ensuing Year until an operating plan is in fact approved. Therefore, in such event, this Agreement shall automatically terminate on April 16 of the Ensuing Year without fault or liability of the LMD or SSRC. In the event of such termination, however, the LMD shall be obligated to fully perform this Agreement, including, for the period of January 1 through April 15 of the Ensuing Year, the payment of obligations agreed to and accrued through April 15 of the Ensuing Year, but only to the extent of available Reserve funds of the LMD after payment of operating costs including Management Fees.

(d) In the event that the LMD is dissolved pursuant to the Colorado Local Marketing District Act during the term of this Agreement, the parties shall have no further obligations hereunder except with respect to obligations agreed to and accrued through the date of dissolution, and all amounts remaining in the Reserve after payment and provision for obligations agreed to and accrued shall be disposed of as provided in the resolution or ordinance of the City Council which dissolves the LMD.

(e) The obligations undertaken in this Agreement by the LMD to pay or reimburse to SSRC costs of the Winter Air Program or the Summer Air Program, and to pay to SSRC the Winter Management Fee and any mutually-agreed Summer Management Fee, are limited to the availability of revenues actually received by the LMD from the Marketing Tax, net of collection costs and actual budgeted reasonable operating costs of the LMD, and the LMD shall have no legal or equitable obligation to pay funds in excess of such limitation. The LMD acknowledges that per the LMD Resolution the application of the proceeds of the Marketing Tax to the Winter Air Program and the Summer Air Program, net of LMD operating costs and the Winter and Summer Management Fees described in Sections 2 and 3 aabove, is the primary

use for such funds and agrees not to take any actions or apply such net funds to other purposes or programs during the term of this Agreement to the extent that doing so would potentially jeopardize the ability of the LMD to fund its share of the Winter Air Program and Summer Air Program as required hereunder.

6. Default. In the event of default in this Agreement by a party, the non-defaulting party shall give written notice setting forth such default to the defaulting party, who shall have twenty (20) days from the date of such notice within which to cure or remedy such specified default. Thereafter, the non-defaulting party shall have all remedies against the defaulting party as are provided by statute, by law, or in equity. In the event of any litigation between the parties hereto or arising out of this Agreement or an alleged default hereunder, the party substantially prevailing in such litigation shall be entitled to recover all of its reasonable attorneys' fees and costs of discovery and suit against the other party.

7. Miscellaneous.

(a) Governing Law; Severability. This Agreement is to be governed by and construed according to the laws of the State of Colorado, excluding any such laws which direct the application of laws of any other jurisdiction. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed as nearly as possible to a valid provision which gives effect to the intent of the parties, or, if not possible, deleted, but in each case only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement shall remain in full force and effect.

(b) No Implied Waivers. Failure by either party at any time to require performance by the other party of any provision hereof shall in no way affect the right to require full performance any time thereafter, nor shall the waiver by either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of same or any other provision, nor constitute a waiver of the provision itself.

(c) Assignment. Neither party may assign its rights, nor delegate its obligations under this Agreement, without the prior written approval of the other party, such approval not to be unreasonably withheld.

(d) Relationship of the Parties. Each of SSRC and LMD are independent contracting parties, and nothing contained in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between them, nor does it grant either party any authority to assume or create any obligation on behalf of or in the name of the other or give rise to any fiduciary, partnership or similar duties.

(e) Notices. Any notice required or permitted to be given by either party under or in connection with this Agreement shall be in writing and shall be deemed duly given when personally delivered or sent by (i) registered or certified mail, return receipt requested, postage prepaid, (ii) expedited courier service, or (iii) facsimile, confirmed by letter, to the following addresses:

If to SSRC: Steamboat Ski & Resort Corporation
2305 Mt. Werner Circle
Steamboat Springs, Colorado 80487
Attn: Andy Wirth, Senior Vice President – Marketing & Sales
Fax: 970- 879-7844

With a copy to: Intrawest Colorado
PO Box 36
85 Parsenn Road
Winter Park, Colorado 80482
Attn: William J. Baum, Jr. General Counsel
Fax: 970-726-1525

If to LMD: Steamboat Springs Local Marketing District
P.O. Box 774408
Steamboat Springs, CO 80487
Attn: Steven A. Dawes

With a copy to: Sharp, Steinke, Sherman & Engle, LLC
Attn: Thomas R. Sharp
PO Box 774608
Steamboat Springs, CO 80477
Fax: 9970-879-8162

Each party may change the address to which notices under this Agreement are to be delivered by providing notice to the other party as set forth above.


(f) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties relating to the subject matter covered herein and cancels and supersedes all previous agreements between the parties relating to the subject matter covered herein, including, as of its termination date of June 15, 2010, the Current Agreement, except to the extent of any unperformed obligations under such agreement as of the date of termination thereof. Any modification to this Agreement must be in writing and signed by both parties.

(g) Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity.


(h) Counterparts; Facsimile, Transmission. This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

STEAMBOAT SKI & RESORT CORPORATION

By: 
Name: Cheri Diamond
Title: President & CEO

STEAMBOAT SPRINGS LOCAL MARKETING DISTRICT

By: 
Name: STEVEN A DAVIS
Title: Chairman

AGENDA ITEM # 4

CITY COUNCIL COMMUNICATION FORM

FROM: Deb Hinsvark, Deputy City Manager
On behalf of the Local Marketing District

THROUGH: Jon Roberts, City Manager

DATE: February 14, 2012

ITEM: A resolution acknowledging the appointment of a member to the Local Marketing District Board of Directors.

NEXT STEP: Approval of this resolution requires no further action by Council. The LMD will formally admit Mr. Stuart onto their board.

DIRECTION
 INFORMATION
 ORDINANCE
 MOTION
 RESOLUTION

I. REQUEST OR ISSUE:

The LMD Board members are appointed by City Council. The Board recommends appointment of William Stuart to replace Bob Milne who resigned from his Board position.

II. RECOMMENDED ACTION:

Staff recommends passing this resolution.

III. FISCAL IMPACTS:

Proposed Expenditure: N/A

Funding Source: N/A

IV. BACKGROUND INFORMATION:

According to statutes governing the LMD, a resigning member must be replaced within 30 days of his departure. The LMD advertised for a replacement for Bob Milne. They received several inquiries, but only one application from a candidate who was a registered voter living within the District boundaries. Mr. Bill Stuart has owned a business in Steamboat Springs. He is a past President of the Chamber Resort Association and in addition has been on the board of the Mountain Business Association and the American Heart Association (Dallas, TX).

Mr. Stuart was interviewed by members of the LMD and is recommended for this seat based on his nineteen years of involvement in and understanding of the Steamboat economy. He has a long term understanding of the LMD and air service support.

V. LEGAL ISSUES:

None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None.

VII. SUMMARY AND ALTERNATIVES:

Council could endorse this recommendation and approve this resolution. Alternately, Council could deny this recommendation and ask the LMD to lengthen their search for a replacement for this position. The second action would place the LMD outside the legal requirements of the statutes that govern their actions.

CITY OF STEAMBOAT SPRINGS, COLORADO

RESOLUTION NO. _____

A RESOLUTION ACKNOWLEDGING THE APPOINTMENT OF A MEMBER TO THE LOCAL MARKETING DISTRICT BOARD OF DIRECTORS.

WHEREAS, in accordance with CRS 29-25-108 the local marketing district must replace members of its Board within thirty (30) days after a vacancy occurs; and

WHEREAS, pursuant to this same CRS 29-25-108 the local marketing district board must be appointed by the City; and

WHEREAS, Board Member Bob Milne resigned his seat on January 12, 2012; and

WHEREAS, Mr. Milne had 1 year and two months remaining on his term on the Board; and

WHEREAS, the local marketing district advertised for registered voters who live within the district boundaries to apply to replace Mr. Milne on the Board; and

WHEREAS, Board met and interviewed the single applicant and found him to have the expertise and community interest required to be a valuable Board Member.

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

Section 1. Mr. William M. Stewart of 1469 Flattop Circle in Steamboat Springs, Colorado is appointed to replace Bob Milne on the local marketing district board for the remainder of his term; such term to end March 31, 2013.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2012.

ATTEST:

**Bart Kounovsky, President
Steamboat Springs City Council**

**Julie Franklin, CMC
City Clerk**

AGENDA ITEM # 5

CITY COUNCIL COMMUNICATION FORM

FROM: Seth Lorson, AICP, City Planner (Ext. 280)
Tyler Gibbs, AIA, Director of Planning and Community Development
(Ext. 244)

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

DATE: February 14, 2012

ITEM: Preliminary Plat to subdivide Whitewater Run.

NEXT STEP: If City Council approves the application, the applicant can apply for a Final Plat.

ORDINANCE
 RESOLUTION
 MOTION
 DIRECTION
 INFORMATION

PROJECT NAME: Whitewater Run F2 - #PP-11-02

PETITION: Approval of a Preliminary Plat to subdivide one (20,731 S.F.) lot into four lots (1A: 4,225 S.F., 2A: 5,099 S.F., 3A: 5,751 S.F., 4A: 5,626 S.F.)

LOCATION: 841 Yampa Street

APPLICANT: Riverfront Partners, LLC. C/O Mike McKernan
2618 2nd Avenue
Seattle, WA 98101

PC ACTION: The Planning Commission meeting had not occurred at the time of this report. The vote and discussion will be provided in the rainbow packet.

EXECUTIVE SUMMARY:

1. Background:

A mixed-use development, Whitewater Run, was approved in 2009 and is currently entitled on this lot. The City is currently holding collateral for sidewalk improvements along Yampa Street frontage as a result of the Whitewater Run project. The proposed subdivision will replace the 2009 entitlement. Required per the proposed subdivision are sidewalk improvements therefore the City will maintain the collateral from the previously approved project.

A robust streetscape plan for Yampa Street - Steamboat Springs Downtown Design Guidelines - has been adopted by the City. At this point in the development process, requiring implementation of said streetscape prior to actual vertical development would violate CDC Sec. 26-42. "any conditions imposed on development approvals have a rational nexus with the impacts of the development...". Additionally, at the time that actual vertical development takes place, construction will most likely destroy or severely damage said streetscape improvement. However, in the interim a more modest sidewalk, curb and gutter will be constructed and the plat has a note requiring the robust streetscape plan be implemented "at the time of individual lot development."

The project proposes to subdivide a 20,731 S.F. lot into four individual lots (1A: 4,225 S.F., 2A: 5,099 S.F., 3A: 5,751 S.F., 4A: 5,626 S.F.). The proposed lot sizes, at 50 foot widths, will provide greater conformance with CDC dimensional standards which require a maximum width of 100 feet and a maximum lot area of 14,000 S.F. The current lot is 200 feet wide and 20,731 S.F. in area. A Preliminary Plat is required because the proposal does not "[c]reate three (3) or fewer commercial (nonresidential) lots..." per CDC Sec. 26-67. The subdivision proposes a sidewalk, curb, and gutter that will connect the existing sidewalk in front of adjacent property, Sweetwater Grill (811 Yampa Street), down Yampa Street and around the corner to the Yampa River Core Trail. (See attached plan.) The required open space (CDC Sec. 26-185) will be dedicated on Lots 2A, 3A, & 4A at the rear (river) side of the property, totaling 3,144 S.F.

2. Planning Commission Discussion:

The Planning Commission meeting has not occurred at the time of this report. The vote and discussion will be provided in the rainbow packet.

3. Public Comment:

N/A

4. New Information:

N/A

5. Recommended Motion:

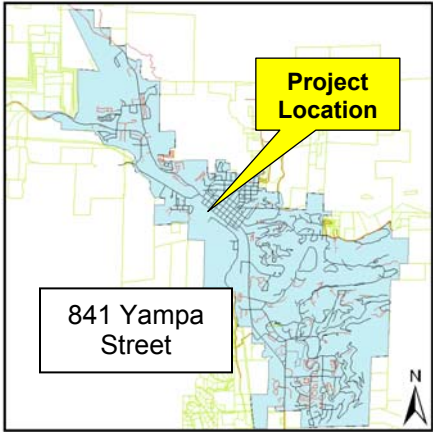
Staff / Planning Commission find that Whitewater Run Filing 2 #PP-11-02 to subdivide one lot to create four commercial lots is **consistent** with the required findings for approval for a Preliminary Plat with the following conditions:

1. Civil construction plans prepared by a licensed Colorado civil engineer must be submitted to Public Works for review and approval by Public Works, Planning, and City Utilities prior to approval of any improvements agreement, final plat, or building permit and prior to the start of any construction of these improvements.
We recommend submitting the construction plans a minimum of five weeks prior to improvements agreement, final plat or building permit application to allow time for review, comment response, and approval. Grading and drainage modifications may be required from what is conceptually shown on the preliminary plat to address final engineering design comments per civil plan and final drainage report approval. Additionally, notes shall be required on the civil plans indicating the curb conditions shall be confirmed with City Engineering prior to construction and each lot may be required to reconstruct portions of the streetscape to accommodate individual development plans.
2. Prior to civil construction plan submittal the developer shall verify pipe type and size assumptions from proposed inlet #1 to the Yampa River outfall, as made in the Final Drainage Study dated April 1, 2009 by Landmark Consultants, Inc. and submitted with the Whitewater Run filing 1 application. The as-built conditions will be used to determine any necessary upgrades as suggested in the Final Drainage Study to satisfy City Drainage Criteria.
3. At time of final plat dedicate a utility easement according to the Yampa St. undergrounding design to accommodate underground electric service to these lots. Per Yampa Valley Electric Associated additional pocket easements may be required at time of final development plans for these lots.
4. The owner shall be responsible for constructing and maintaining any snow-melt and any other streetscape features located in the City Right-of-Way per the approved construction plans and coordinated with the Steamboat Springs Downtown Design Guidelines.
5. Any required Army Corp, FEMA, etc. approvals must be granted prior to approval of the civil construction plans, and any design requirements must be included on the plans.
6. The following items to be identified on the construction plans are considered critical improvements and must be warranted until final acceptance can be issued:
 - Public Drainage Improvements
 - Roadway Patching

LIST OF ATTACHMENTS

Attachment A – PC Staff Report PP-11-02 and attachments, February 9, 2012

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT STAFF REPORT

| PLANNING COMMISSION AGENDA ITEM # 2: PP-11-02 | | |
|---|---|---|
| Project Name: | Whitewater Run Filing 2 | |
| Prepared By: | Seth Lorson, AICP, City Planner (Ext. 280) |  |
| Through: | Tyler Gibbs, AIA, Director of Planning and Community Development (Ext. 244) | |
| Planning Commission (PC): | February 9, 2012 | |
| City Council (CC): | February 14, 2012 | |
| Zoning: | Yampa Street Commercial (CY) | |
| Applicant: | Riverfront Partners, LLC. C/O Mike McKernan 2618 2 nd Avenue Seattle, WA 98101 | |
| Location: | 841 Yampa Street | |
| Request: | Preliminary Plat to subdivide one (20,731 S.F.) lot into four lots (1A: 4,225 S.F., 2A: 5,099 S.F., 3A: 5,751 S.F., 4A: 5,626 S.F.). | |

| Development Statistics - Overview | | Staff Report - Table of Contents | | |
|-----------------------------------|---|----------------------------------|-------------------------------|-----------|
| Area: | 20,731 S.F. | Section | | Pg |
| Number of Lots: | 4 lots (1A: 4,225 S.F., 2A: 5,099 S.F., 3A: 5,751 S.F., 4A: 5,626 S.F.) | I. | Staff Finding | 2-2 |
| | | II. | Project Location | 2-2 |
| | | III. | Background Information | 2-3 |
| | | IV. | Project Description | 2-3 |
| | | V. | Staff/Agency Analysis | 2-3 |
| | | VI. | Staff Findings and Conditions | 2-5 |
| | | VII. | Attachments | 2-5 |

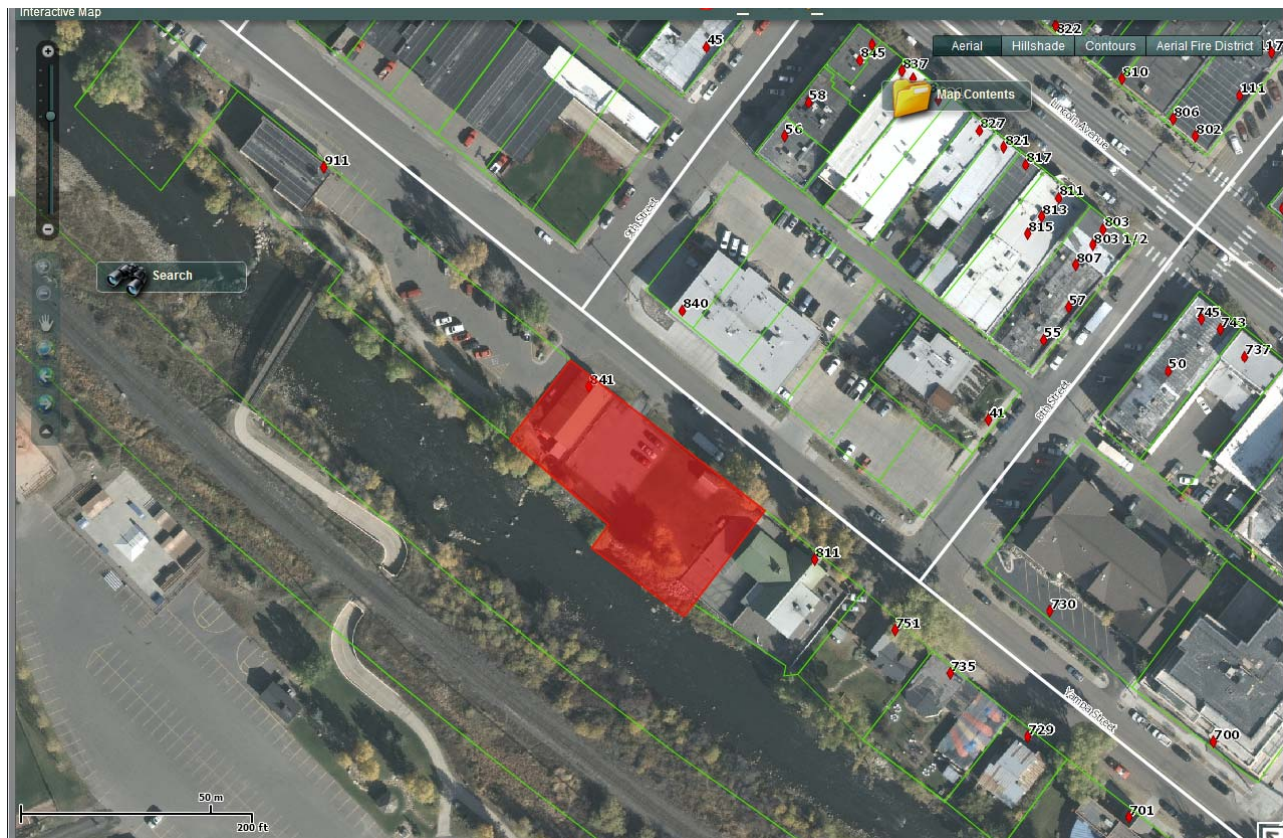
I. COMMUNITY DEVELOPMENT CODE (CDC) – STAFF ANALYSIS SUMMARY

CDC - SECTION 26-67(E): NO PRELIMINARY PLAT SHALL BE APPROVED UNLESS THE CITY COUNCIL FINDS THAT THE PLAN MEETS ALL OF THE FOLLOWING CRITERIA:

| Subsection | | Consistent | | | Notes |
|------------|--|-------------------------------------|----|-------------------------------------|-------|
| | | Yes | No | NA | |
| 1) | Conformity with the Community Development Code | <input checked="" type="checkbox"/> | | | |
| 2) | Verification of Developable Lots | <input checked="" type="checkbox"/> | | | |
| 3) | Conformance with other Applicable Regulations | <input checked="" type="checkbox"/> | | | |
| 4) | Conformity with Community Plan | <input checked="" type="checkbox"/> | | | |
| 5) | Compatible with Surrounding Area | <input checked="" type="checkbox"/> | | | |
| 6) | Suitable for Development | <input checked="" type="checkbox"/> | | | |
| 7) | Phasing | | | <input checked="" type="checkbox"/> | |
| 8) | Variance | | | <input checked="" type="checkbox"/> | |

Staff Finding: Staff finds the Preliminary Plat for Whitewater Run in compliance with the Community Development Code criteria for approval of a Preliminary Plat.
(Detailed policy analysis is located in Section V; Staff Findings and Conditions are in Section VI)

II. PROJECT LOCATION



III. BACKGROUND INFORMATION

A mixed-use development, Whitewater Run, was approved in 2009 and is currently entitled on this lot. The City is currently holding collateral for sidewalk improvements along Yampa Street frontage as a result of the Whitewater Run project. The proposed subdivision will replace the 2009 entitlement. Required per the proposed subdivision are sidewalk improvements therefore the City will maintain the collateral from the previously approved project.

A robust streetscape plan for Yampa Street - Steamboat Springs Downtown Design Guidelines - has been adopted by the City. At this point in the development process requiring implementation of said streetscape prior to actual vertical development would violate CDC Sec. 26-42. "any conditions imposed on development approvals have a rational nexus with the impacts of the development...". Additionally, at the time that actual vertical development takes place, construction will most likely destroy or severely damage said streetscape improvement. However, in the interim a more modest sidewalk, curb and gutter will be constructed and the plat has a note requiring the robust streetscape plan be implemented "at the time of individual lot development."

IV. PROJECT DESCRIPTION

The project proposes to subdivide a 20,731 S.F. lot into four individual lots (1A: 4,225 S.F., 2A: 5,099 S.F., 3A: 5,751 S.F., 4A: 5,626 S.F.). The proposed lot sizes, at 50 foot widths, will provide greater conformance with CDC dimensional standards which require a maximum width of 100 feet and a maximum lot area of 14,000 S.F. The current lot is 200 feet wide and 20,731 S.F. in area. A Preliminary Plat is required because the proposal does not "[c]reate three (3) or fewer commercial (nonresidential) lots..." per CDC Sec. 26-67. The subdivision proposes a sidewalk, curb, and gutter that will connect the existing sidewalk in front of adjacent property, Sweetwater Grill (811 Yampa Street), down Yampa Street and around the corner to the Yampa River Core Trail. (See attached plan.) The required open space (CDC Sec. 26-185) will be dedicated on Lots 2A, 3A, & 4A at the rear (river) side of the property, totaling 3,144 S.F.

V. STAFF / AGENCY ANALYSIS

CDC Sec. 26-67 (e) Criteria for Review and Approval.

Preliminary Plats shall be approved only where the plat, supporting materials and documentation, and any testimony and evidence presented during a public hearing (where applicable), establishes that all of the following criteria have been met:

1. **Conformity with Community Development Code.** *The proposed Preliminary Plat substantially conforms to all applicable requirements of the Community Development Code.*

Staff Analysis: **Consistent.** The proposed subdivision meets all development and subdivision standards in the CDC.

2. **Verification of Developable Lots.** *Each lot proposed for development in the subdivision has demonstrated, to the satisfaction of the director, that it is developable. Elements reviewed for developability include a demonstrated ability to meet the requirements of this Community Development Code in terms of zone district standards, development standards, and subdivision standards:*

Staff Analysis: **Consistent.** The proposed development is consistent with all subdivision standards and the definition of *Usable lot area* (26-402). The lots are in the floodplain and include a plat note requiring a floodplain development permit: "A floodplain development permit is required for future development of all lots."

3. **Conformance with other Applicable Regulations.** *The proposed subdivision conforms with applicable regulations and requirements including but not limited to provisions of state law, steamboat springs municipal code, and any requirements set by any capital improvement plan or program, or any approved subdivision improvements agreement or development agreement for the property.*

Staff Analysis: **Consistent.** The proposed subdivision is in conformance with all applicable regulations including the subdivision improvements agreement for the currently entitled Whitewater Run project, as discussed in the background section above.

4. **Conformity with Community Area Plan.** *The proposed subdivision shall conform to the preferred direction and any applicable policies of the community area plan.*

Staff Analysis: **Consistent.** Below are applicable sections of the SSACP:

Policy SPA-1.7: New development will improve physical and visual access to the Yampa River.

The Yampa River is an important feature of the Old Town area that residents and visitors cherish. The city will encourage new development to relate to the river, rather than turn away from it, and will continue to improve public visual and physical access to the river from public rights-of-way, open space, and recreation lands.

Staff Analysis continued: The subdivision of a lot from a width of 200 feet to four lots of 50 feet facilitates a smaller scale development that would enhance the opportunity to maintain visual and physical access to the Yampa River.

5. **Compatibility with Surrounding Area.** *The proposed subdivision shall be compatible with the character of the existing land uses in the area and shall not adversely affect the future development of the surrounding area.*

Staff Analysis: **Consistent.** The proposed subdivision will not change the allowable uses for this property nor will it limit the intended uses for the CY zone district.

6. **Suitability for Development.** The land proposed for subdividing shall be physically suitable for development, considering its topography (the presence of steep or unstable slopes), natural resource features (such as wetlands, floodplains, and sensitive wildlife habitat areas), and any environmental hazards (such as avalanche or landslide paths, rockfall hazard areas, or wildfire hazard areas) that may limit the property's development potential.

Staff Analysis: **Consistent.** The proposed lots are entirely in the floodplain and therefore a note has been added to the plat requiring a floodplain development permit at time of each lot's development.

7. **Phasing.** If the proposed development is to be developed in phases, then each phase shall contain the required streets, utilities, landscaping, and other improvements that are necessary and desirable for residents of the project for that phase. Each phase of the phasing plan shall meet the requirements of the CDC on its own unless a variation is granted. If the development incorporates any amenities for the benefit of the City, such as trail connections, these shall be constructed in the first phase of the project, or, if this is not practical, then as early in the project as is reasonable.

Staff Analysis: **N/A.** The plat is proposed to be executed in one phase.

8. **Variance Criteria.** **N/A.** The proposal is in conformance with all development and subdivision standards in the CDC.

VI. STAFF FINDING & CONDITIONS

Finding / Motion

Staff / Planning Commission finds that Whitewater Run Filing 2 #PP-11-02 to subdivide one lot to create four commercial lots is **consistent** with the required findings for approval for a Preliminary Plat with the following conditions:

1. Civil construction plans prepared by a licensed Colorado civil engineer must be submitted to Public Works for review and approval by Public Works, Planning, and City Utilities prior to approval of any improvements agreement, final plat, or building permit and prior to the start of any construction of these improvements. We recommend submitting the construction plans a minimum of five weeks prior to improvements agreement, final plat or building permit application to allow time for review, comment response, and approval. Grading and drainage modifications may be required from what is conceptually shown on the preliminary plat to address final engineering design comments per civil plan and final drainage report approval. Additionally, notes shall be required on the civil plans indicating the curb conditions shall be confirmed with City Engineering prior to construction and each

lot may be required to reconstruct portions of the streetscape to accommodate individual development plans.

2. Prior to civil construction plan submittal the developer shall verify pipe type and size assumptions from proposed inlet #1 to the Yampa River outfall, as made in the Final Drainage Study dated April 1, 2009 by Landmark Consultants, Inc. and submitted with the Whitewater Run filing 1 application. The as-built conditions will be used to determine any necessary upgrades as suggested in the Final Drainage Study to satisfy City Drainage Criteria.
3. At time of final plat dedicate a utility easement according to the Yampa St. undergrounding design to accommodate underground electric service to these lots. Per Yampa Valley Electric Associated additional pocket easements may be required at time of final development plans for these lots.
4. The owner shall be responsible for constructing and maintaining any snow-melt and any other streetscape features located in the City Right-of-Way per the approved construction plans and coordinated with the Steamboat Springs Downtown Design Guidelines.
5. Any required Army Corp, FEMA, etc. approvals must be granted prior to approval of the civil construction plans, and any design requirements must be included on the plans.
6. The following items to be identified on the construction plans are considered critical improvements and must be warranted until final acceptance can be issued:
 - Public Drainage Improvements
 - Roadway Patching

VII. LIST OF ATTACHMENTS

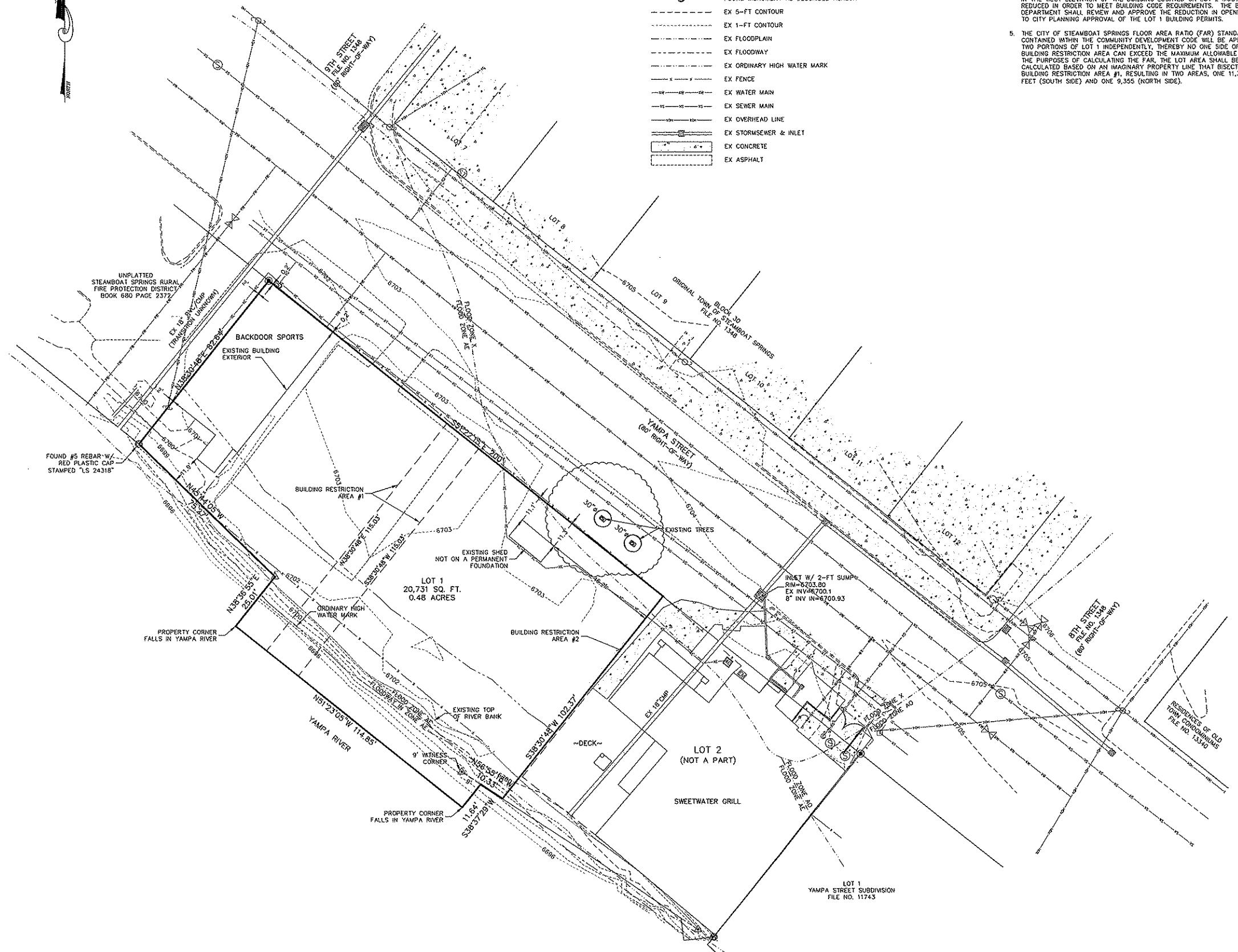
Attachment 1 – Existing and proposed plat



LEGEND

| | |
|--|---|
| | SUBDIVISION BOUNDARY |
| | LOT BOUNDARY |
| | ADJACENT PROPERTY BOUNDARY |
| | EXISTING BUILDING OUTLINE |
| | EXISTING DECK OUTLINE |
| | FOUND #5 REBAR W/ YELLOW PLASTIC CAP STAMPED "PLS 13221" |
| | FOUND #5 REBAR W/ ALUMINUM CAP STAMPED "PLS 38056," UNLESS OTHERWISE INDICATED HEREON |
| | FOUND MONUMENT AS DESCRIBED HEREON |
| | EX 5-FT CONTOUR |
| | EX 1-FT CONTOUR |
| | EX FLOODPLAIN |
| | EX FLOODWAY |
| | EX ORDINARY HIGH WATER MARK |
| | EX FENCE |
| | EX WATER MAIN |
| | EX SEWER MAIN |
| | EX OVERHEAD LINE |
| | EX STORMSEWER & INLET |
| | EX CONCRETE |
| | EX ASPHALT |

- NOTES:**
1. THIS IS NOT A MONUMENTED LAND SURVEY.
 2. THE CONSTRUCTION OF ANYTHING GREATER THAN FOUR FEET IN HEIGHT WITHIN THE AREA DENOTED AS BUILDING RESTRICTION AREA #1 HEREIN IS PROHIBITED. SAID BUILDING RESTRICTION AREA #1 IS INTENDED TO PROVIDE SEPARATION BETWEEN BUILDINGS CONSISTENT WITH THE COMMUNITY DEVELOPMENT CODE'S MAXIMUM LOT WIDTH OF 100 FEET.
 3. THE CONSTRUCTION OF ANY STRUCTURE WITHIN THE AREA DENOTED AS BUILDING RESTRICTION AREA #2 ON SHEET 2 HEREIN IS PROHIBITED. THE PROHIBITION AGAINST BUILDING ANY STRUCTURE IN SAID BUILDING RESTRICTION AREA #2 IS SOLELY INTENDED TO SATISFY THE BUILDING DEPARTMENT'S ALLOWED OPENINGS FOR THE EXISTING BUILDING LOCATED ON LOT 2 PER THE BUILDING CODE AND THE CITY SHALL APPROVE CONSTRUCTION IN SAID BUILDING RESTRICTION AREA #2 IF THE EXISTING BUILDING IS REMOVED OR OTHERWISE MODIFIED TO SATISFY THE REQUIREMENTS FOR OPENINGS UNDER THE BUILDING CODE.
 4. PRIOR TO APPROVAL OF BUILDING PERMITS FOR LOT 1, THE EXISTING OPENINGS IN THE WEST ELEVATION OF THE BUILDING LOCATED ON LOT 2 MUST BE REDUCED IN ORDER TO MEET BUILDING CODE REQUIREMENTS. THE BUILDING DEPARTMENT SHALL REVIEW AND APPROVE THE REDUCTION IN OPENINGS PRIOR TO CITY PLANNING APPROVAL OF THE LOT 1 BUILDING PERMITS.
 5. THE CITY OF STEAMBOAT SPRINGS FLOOR AREA RATIO (FAR) STANDARDS CONTAINED WITHIN THE COMMUNITY DEVELOPMENT CODE WILL BE APPLIED TO THE TWO PORTIONS OF LOT 1 INDEPENDENTLY, THEREBY NO ONE SIDE OF THE BUILDING RESTRICTION AREA CAN EXCEED THE MAXIMUM ALLOWABLE FAR. FOR THE PURPOSES OF CALCULATING THE FAR, THE LOT AREA SHALL BE CALCULATED BASED ON AN IMAGINARY PROPERTY LINE THAT BISECTS THE BUILDING RESTRICTION AREA #1, RESULTING IN TWO AREAS, ONE 11,377 SQUARE FEET (SOUTH SIDE) AND ONE 9,355 (NORTH SIDE).



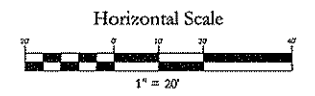
| NO. | DATE | REVISIONS | INT. |
|-----|---------|--------------|------|
| 3 | 2-24-12 | TAC COMMENTS | RS |
| 1 | 1-9-12 | TAC COMMENTS | RS |

Whitewater Run, F2
Steamboat Springs, CO

**Preliminary Plat
Existing Conditions**

DATE: 12-05-11 DWN. BY: RS
JOB NO. 2197-001 CHK. BY: RS
DWG. NO. 2197-001-PP101 SURV. BY: LCI

Contour Interval = 1 Foot



141 9th Street, P.O. Box 774943
Steamboat Springs, Colorado 80477
Phone (970) 871-9494 Fax (970) 871-9259
www.LANDMARK-CO.com

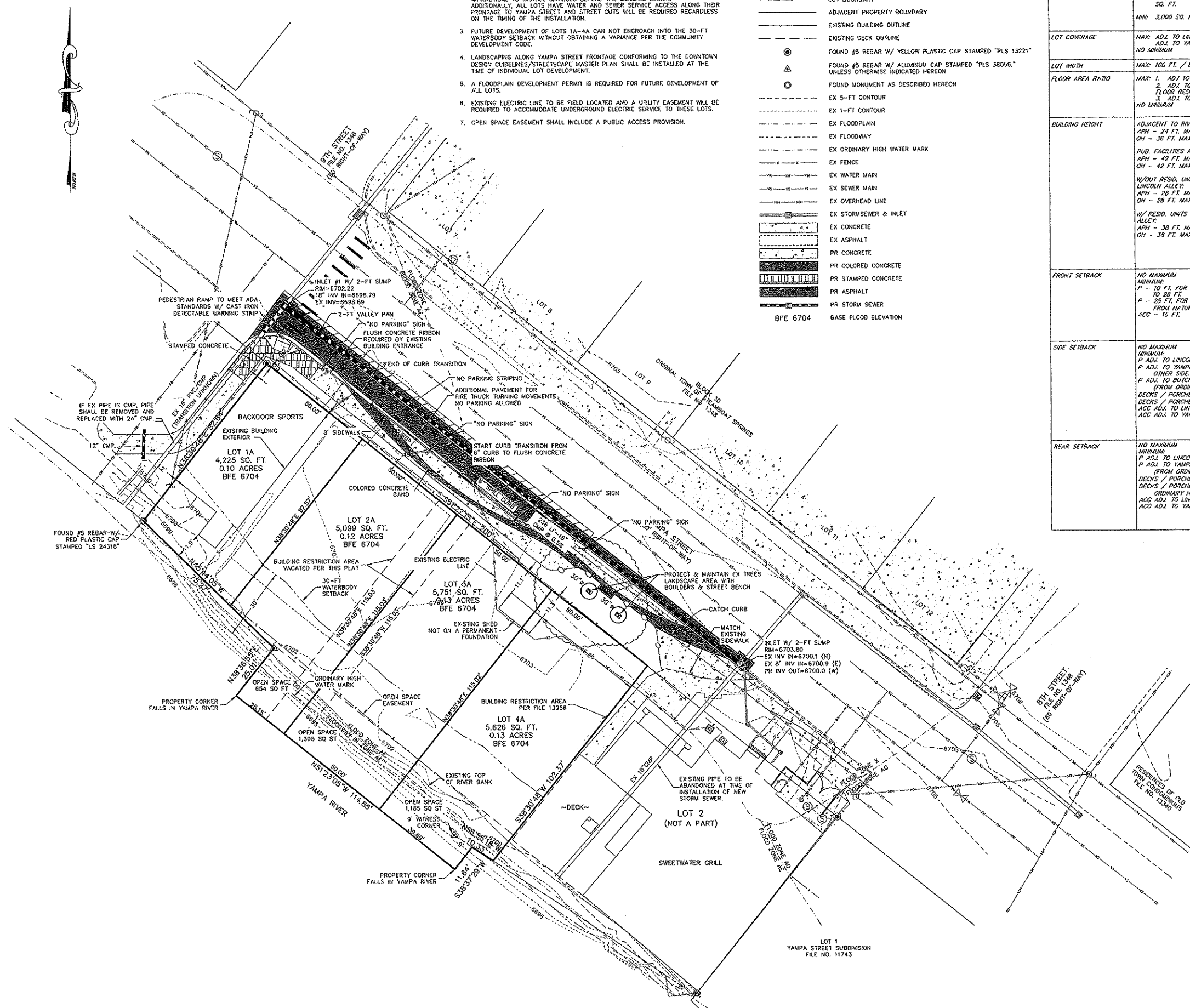
SHEET NO.
2-7

Attachment 1

- NOTES:**
- THIS IS NOT A MONUMENTED LAND SURVEY.
 - WATER AND SEWER SERVICES FOR LOTS 2A-4A SHALL BE CONSTRUCTED AS PART OF THE FUTURE DEVELOPMENT OF THE LOTS. COMMERCIAL DEVELOPMENT OF THESE LOTS WILL REQUIRE FIRE PROTECTION SYSTEMS HAVING IT IMPRACTICAL TO INSTALL SERVICES BEFORE THE BUILDING DESIGN. ADDITIONALLY, ALL LOTS HAVE WATER AND SEWER SERVICE ACCESS ALONG THEIR FRONTAGE TO YAMPA STREET AND STREET CUTS WILL BE REQUIRED REGARDLESS ON THE TIMING OF THE INSTALLATION.
 - FUTURE DEVELOPMENT OF LOTS 1A-4A CAN NOT ENCRoACH INTO THE 30-FT WATERBODY SETBACK WITHOUT OBTAINING A VARIANCE PER THE COMMUNITY DEVELOPMENT CODE.
 - LANDSCAPING ALONG YAMPA STREET FRONTAGE CONFORMING TO THE DOWNTOWN DESIGN GUIDELINES/STREETSCAPE MASTER PLAN SHALL BE INSTALLED AT THE TIME OF INDIVIDUAL LOT DEVELOPMENT.
 - A FLOODPLAIN DEVELOPMENT PERMIT IS REQUIRED FOR FUTURE DEVELOPMENT OF ALL LOTS.
 - EXISTING ELECTRIC LINE TO BE FIELD LOCATED AND A UTILITY EASEMENT WILL BE REQUIRED TO ACCOMMODATE UNDERGROUND ELECTRIC SERVICE TO THESE LOTS.
 - OPEN SPACE EASEMENT SHALL INCLUDE A PUBLIC ACCESS PROVISION.

- LEGEND**
- SUBDIVISION BOUNDARY
 - LOT BOUNDARY
 - ADJACENT PROPERTY BOUNDARY
 - EXISTING BUILDING OUTLINE
 - EXISTING DECK OUTLINE
 - FOUND #5 REBAR W/ YELLOW PLASTIC CAP STAMPED "PLS 13221"
 - FOUND #5 REBAR W/ ALUMINUM CAP STAMPED "PLS 38056" UNLESS OTHERWISE INDICATED HEREON
 - FOUND MONUMENT AS DESCRIBED HEREON
 - EX 5-FT CONTOUR
 - EX 1-FT CONTOUR
 - EX FLOODPLAIN
 - EX FLOODWAY
 - EX ORDINARY HIGH WATER MARK
 - EX FENCE
 - EX WATER MAIN
 - EX SEWER MAIN
 - EX OVERHEAD LINE
 - EX STORMSEWER & INLET
 - EX CONCRETE
 - EX ASPHALT
 - PR CONCRETE
 - PR COLORED CONCRETE
 - PR STAMPED CONCRETE
 - PR ASPHALT
 - PR STORM SEWER
 - BASE FLOOD ELEVATION

| PROJECT DATA TABLE | | | | | |
|--------------------|---|---|---------------|---------------|---------------|
| STANDARDS | ZONE DISTRICT REQUIREMENTS | LOT 1A EX BLDG | LOT 2A | LOT 3A | LOT 4A |
| LOT AREA | MAX: ADJ. TO LINCOLN ALLEY - 22,000 SQ. FT. RIVERSIDE OF YAMPA STREET - 14,000 SQ. FT. MIN: 3,000 SQ. FT. | 4,225 SQ. FT. | 5,099 SQ. FT. | 5,751 SQ. FT. | 5,626 SQ. FT. |
| LOT COVERAGE | MAX: ADJ. TO LINCOLN ALLEY - .85 ADJ. TO YAMPA RIVER - .65 NO MINIMUM | 0.49 | PER ZONING | PER ZONING | PER ZONING |
| LOT WIDTH | MAX: 100 FT. / MIN: 25 FT. | 50 FT. | 50 FT. | 50 FT. | 50 FT. |
| FLOOR AREA RATIO | MAX: 1. ADJ. TO LINCOLN ALLEY - 1.5 2. ADJ. TO LINCOLN ALLEY W/ FLOOR RESID. - 2.0 3. ADJ. TO YAMPA RIVER - 1.0 NO MINIMUM | 0.49 | PER ZONING | PER ZONING | PER ZONING |
| BUILDING HEIGHT | ADJACENT TO RIVER: APH - 24 FT. MAX. / NO MIN. OH - 36 FT. MAX. / NO MIN. PUB. FACILITIES ADJ. TO LINCOLN ALLEY: APH - 42 FT. MAX. / NO MIN. OH - 42 FT. MAX. / NO MIN. W/OUT RESID. UNITS ON UPPERMOST FLOOR ADJ. TO LINCOLN ALLEY: APH - 28 FT. MAX. / NO MIN. OH - 28 FT. MAX. / NO MIN. W/ RESID. UNITS ON UPPERMOST FLOOR ADJ. TO LINCOLN ALLEY: APH - 38 FT. MAX. / NO MIN. OH - 38 FT. MAX. / NO MIN. | OH - 22.5 FT. APH - 10 FT. (EXISTING BUILDING) | PER ZONING | PER ZONING | PER ZONING |
| FRONT SETBACK | NO MAXIMUM MINIMUM: P - 10 FT. FOR PORTION OF STRUCTURE FROM NATURAL GRADE TO 28 FT. P - 25 FT. FOR PORTION OF STRUCTURE GREATER THAN 28 FT. FROM NATURAL GRADE. DECKS/PORCHES - 5 FT. ACC - 15 FT. | 0.2 FT. (EXISTING BUILDING, LEGAL, NON-CONFORMING) | PER ZONING | PER ZONING | PER ZONING |
| SIDE SETBACK | NO MAXIMUM MINIMUM: P ADJ. TO LINCOLN ALLEY - 0 FT. P ADJ. TO YAMPA RIVER - 0 FT. ON ONE SIDE / 7.5 FT. ON OTHER SIDE. P ADJ. TO BUTCHERKNIFE CREEK - 30 FT. (FROM ORDINARY HIGH WATER MARK) DECKS / PORCHES ADJ. TO LINCOLN ALLEY - 5 FT. DECKS / PORCHES ADJ. TO YAMPA RIVER - 0 FT. ACC ADJ. TO LINCOLN ALLEY - 5 FT. ACC ADJ. TO YAMPA RIVER - 0 FT. | 0.2 FT. ON WEST SIDE 17.4 FT. ON EAST SIDE | PER ZONING | PER ZONING | PER ZONING |
| REAR SETBACK | NO MAXIMUM MINIMUM: P ADJ. TO LINCOLN ALLEY - 0 FT. P ADJ. TO YAMPA RIVER - 30 FT. (FROM ORDINARY HIGH WATER MARK) DECKS / PORCHES ADJ. TO LINCOLN ALLEY - 20 FT. DECKS / PORCHES ADJ. TO YAMPA RIVER - 10 FT. (FROM ORDINARY HIGH WATER MARK) ACC ADJ. TO LINCOLN ALLEY - 10 FT. ACC ADJ. TO YAMPA RIVER - 15 FT. | 16.5 FT. TO ORDINARY HIGH WATER MARK (EXISTING BUILDING, LEGAL, NON-CONFORMING) | PER ZONING | PER ZONING | PER ZONING |



| OPEN SPACE CALCULATIONS | |
|-------------------------|-------------|
| | SQUARE FEET |
| LOT 1A | 4,225 |
| LOT 2A | 5,099 |
| LOT 3A | 5,751 |
| LOT 4A | 5,626 |
| TOTAL AREA | 20,701 |
| REQUIRED OPEN SPACE | 3,105 |
| PROVIDED OPEN SPACE | 2,541 |
| LOT 1A | 264 |
| LOT 2A | 1,785 |
| LOT 3A | 1,785 |
| LOT 4A | 1,785 |
| TOTAL AREA | 3,144 |

| NO. | DATE | REVISIONS | INT |
|-----|---------|--------------|-----|
| 2 | 1-24-12 | TAC COMMENTS | RS |
| 1 | 1-9-12 | TAC COMMENTS | RS |

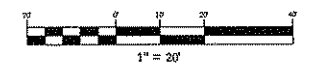
**Whitewater Run, F2
Steamboat Springs, CO**

**Preliminary Plat
Grading & Drainage Plan**

DATE: 12-05-11 DWN. BY: RS
 JOB NO. 2197-001 CHK. BY: RS
 DWG. NO. 2197-001-PPGrd SURV. BY: LCI

Contour Interval = 1 Foot

Horizontal Scale



141 9th Street, P.O. Box 774943
 Steamboat Springs, Colorado 80477
 Phone (970) 871-9494 Fax (970) 871-9299
 www.LANDMARK-CO.com

| STANDARDS | LOT SUMMARY |
|----------------------|-------------|
| TOTAL LOTS | 4 LOTS |
| AVERAGE LOT SIZE | 0.12 ACRES |
| MAX. LOT SIZE | 0.13 ACRES |
| MIN. LOT SIZE | 0.10 ACRES |
| TOTAL BUILDABLE LOTS | 4 LOTS |

AGENDA ITEM # 6

ECONOMIC DEVELOPMENT UPDATE

There is no written report.

AGENDA ITEM # 7

CITY COUNCIL UPDATES

This is a discussion item only.

*******TENTATIVE AGENDA FOR TUESDAY, MARCH 6, 2012*******
This agenda is tentative and the information is subject to change until the agenda is finalized.

AGENDA ITEM # 8

CITY OF STEAMBOAT SPRINGS

AGENDA

REGULAR MEETING NO. 2012-05 TUESDAY, MARCH 6, 2012

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, or on our website at http://steamboatsprings.net/city_council/council_meetings. The e-packet is typically available by 1pm on the Friday before the meeting.

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

*******TENTATIVE AGENDA FOR TUESDAY, MARCH 6, 2012*******

This agenda is tentative and the information is subject to change until the agenda is finalized.

B. COMMUNITY REPORTS/CITY COUNCIL DISCUSSION TOPIC:

- 1. Capital Improvements Program.** (Weber)

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

LEGISLATION

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

- 2. RESOLUTION:** A resolution to provide Steamboat Ski & Resort Corporation wastewater treatment services for an out of district location at the Four Points Hut expansion. (Shelton)
- 3. RESOLUTION:** To approve a resolution authorizing submittal of a grant application to Great Outdoors Colorado's River Initiative requesting \$_____ for funding of Steamboat Springs Park Development and Yampa River Enhancement Project. (DelliQuadri)
- 4. FIRST READING OF ORDINANCE:**

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.

- 5. SECOND READING OF ORDINANCE:** An ordinance amending section 22-126 and section 22-129 of the Steamboat Springs Revised Municipal Code implementing a onetime \$25 Sales Tax application fee beginning June 1, 2012. (Vale)
- 6. SECOND READING OF ORDINANCE:** An ordinance amending section 12-82 (2) of the Steamboat Springs Revised Municipal Code implementing a \$25 fee for a Special Activity Permit. (Franklin)
- 7. SECOND READING OF ORDINANCE:** An ordinance vacating a 10 foot wide utility easement in Lot 2, Burgess Creek Ridge Subdivision, Filing 2 and vacating a 10 foot wide utility easement in Lot 40, Rendezvous Trails Subdivision, Filing 2; providing an effective date and setting a hearing date. (Peasley)

*******TENTATIVE AGENDA FOR TUESDAY, MARCH 6, 2012*******

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-
- 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.**
-

PLANNING
PROJECTS

F. PLANNING COMMISSION REPORT

PLANNING
PROJECTS

- 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.**

- 8. FIRST READING OF ORDINANCE:** CDC text amendment DP & MEM and conditional use fees. (Keenan)
-

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.**

- 9. PROJECT:**
PETITION:
LOCATION:
APPLICANT:
PLANNING COMMISSION VOTE:
-

I. REPORTS

- 10. Economic Development Update.**

*******TENTATIVE AGENDA FOR TUESDAY, MARCH 6, 2012*******

This agenda is tentative and the information is subject to change until the agenda is finalized.

11. City Council

12. Reports

- a. Agenda Review (Franklin):
 - 1.) City Council agenda for March 20, 2012.
 - 2.) City Council agenda for April 3, 2012.

13. Staff Reports

- a. City Attorney's Update/Report. (Lettunich)
 - b. Manager's Report: Ongoing Projects. (Roberts)
-

J. OLD BUSINESS

14. Minutes (Franklin)

- a. Regular Meeting 2012-03, February 7, 2012.
 - b. Regular Meeting 2012-04, February 14, 2012.
-

K. ADJOURNMENT

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

*******TENTATIVE AGENDA FOR TUESDAY, MARCH 20, 2012*******
This agenda is tentative and the information is subject to change until the agenda is finalized.

CITY OF STEAMBOAT SPRINGS

AGENDA

REGULAR MEETING NO. 2012-06
TUESDAY, MARCH 20, 2012

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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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.

*******TENTATIVE AGENDA FOR TUESDAY, MARCH 20, 2012*******

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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.

2. FIRST READING OF ORDINANCE:

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.

3. SECOND READING OF ORDINANCE:

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. PLANNING COMMISSION REPORT

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.**

- 4. PROJECT:**
PETITION:
LOCATION:
APPLICANT:
PLANNING COMMISSION VOTE:

*******TENTATIVE AGENDA FOR TUESDAY, MARCH 20, 2012*******

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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.**

5. SECOND READING OF ORDINANCE: CDC text amendment DP, MEM and conditional use fees. (Keenan)

6. PROJECT:
PETITION:
LOCATION:
APPLICANT:
PLANNING COMMISSION VOTE:

I. REPORTS

7. Economic Development Update.

8. City Council

9. Reports

- a. Agenda Review (Franklin):
 - 1.) City Council agenda for April 3, 2012.
 - 2.) City Council agenda for April 17, 2012.

10. Staff Reports

- a. City Attorney's Update/Report. (Lettunich)
- b. Manager's Report: Ongoing Projects. (Roberts)

J. ADJOURNMENT

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

AGENDA ITEM # 9

STAFF REPORTS:

- City Attorney's Update/Report (discussion item)
- Manager's Report: Ongoing Projects (discussion item)
- Board and Commission Benefits (Information provided in page following, no action necessary)

| Boards/ Commissions | Howelsen Hill Ski Pass | Chamber Gift Cert. \$20.00 | Chamber Gift Cert. \$10.00 | Ice Rink Punch Card | Haymaker Golf | |
|--------------------------------|---------------------------------------|---|---|--|--------------------------|--|
| Search & Rescue | x | | | | | |
| BOA | | X | | | | |
| Botanic Park | | | X | | | |
| Community Support Steering | | X | | | | |
| Golf Committee | | | X | | X | |
| Housing Authority | | | X | | | |
| HPC | x | X | | | | |
| IRAC | | | X | X | | |
| Local Marketing District | | | | | | |
| Parks & Rec | X | X | | | | |
| Planning Commission | X | X | | | X | |
| Recycling | | | X | | | |
| Rodeo Committee | | | X | | | |
| URAAC | | X | | | | |